

Transnet National Ports Authority

an Operating Division of **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR PROPOSAL (RFP)

PROVISION OF ENGINEERING STUDIES AND TECHNICAL PROCUREMENT SUPPORT FOR THE EXTENSION OF BERTH 708, 606 AND 208 AT THE PORT OF RICHARDS BAY

RFP NUMBER	: TNPA/2024/03/0007/59374/RFP
ISSUE DATE	: 10 JUNE 2024
COMPULSORY CLARIFICATION MEETING	: 18 JUNE 2024
CLOSING DATE	: 17 JULY 2024
CLOSING TIME	: 16H00
TENDER VALIDITY PERIOD	: 12 WEEKS FROM CLOSING DATE

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The Tender

Part T1: Tendering Procedures

T1.1 Tender Notice and Invitation



T1.1 TENDER NOTICE AND INVITATION TO TENDER

SECTION 1: NOTICE TO TENDERERS

1. INVITATION TO TENDER

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

DESCRIPTION	PROVISION OF ENGINEERING STUDIES AND TECHNICAL PROCUREMENT SUPPORT FOR THE EXTENSION OF BERTH 708, 606 AND 208 AT THE PORT OF RICHARDS BAY
TENDER DOWNLOADING	<p>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.</p>
COMPULSORY TENDER CLARIFICATION MEETING	<p>A Compulsory Tender Clarification Meeting will be conducted at Port of Richards Bay, Pioneer Main Boardroom, San-Thom Road, Richards Bay, 18 June 2024, at 10:00 am [10 O'clock] for a period of ± 3 (three) hours. [Tenderers to provide own transportation and accommodation].</p> <p>The Compulsory Tender Clarification Meeting will start punctually, and information will not be repeated for the benefit of Tenderers arriving late.</p> <p>Attendees at the Compulsory Tender Clarification meeting must are to note:</p> <ul style="list-style-type: none"> • Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyser testing. • All forms of firearms are prohibited on Transnet properties and premises. • The relevant persons attending the meeting must ensure that their identity documents, passports or driver's licences are on them for inspection at the access control gates. <p>Certificate of Attendance in the form set out in the Returnable Schedule T2.2-01 hereto must be completed and submitted with your Tender as proof of attendance is required for a compulsory site meeting and/or tender briefing.</p>



	<p>Tenderers are required to bring this Returnable Schedule T2.2-01 to the Compulsory Tender Clarification Meeting to be signed by the <i>Employer's</i> Representative.</p> <p>Tenderers failing to attend the compulsory tender briefing will be disqualified.</p>
CLOSING DATE	<p>16h00 on 17 July 2024</p> <p>Tenderers must ensure that tenders are uploaded timeously onto the system. No late tender submissions will be accepted.</p>

2. TENDER SUBMISSION

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

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

Log on to the Transnet eTenders management platform website

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

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

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

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

3. CONFIDENTIALITY

All information related to this RFP is to be treated with strict confidentiality. In this regard Tenderers are required to certify that they have acquainted themselves with the Non-Disclosure



Agreement. All information related to a subsequent contract, both during and after completion thereof, will be treated with strict confidence. Should the need however arise to divulge any information gleaned from provision of the Works, which is either directly or indirectly related to Transnet's business, written approval to divulge such information must be obtained from Transnet.

4. DISCLAIMERS

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

- 4.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.
- 4.2. Not necessarily accept the lowest priced tender or an alternative Tender;
- 4.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;
- 4.4. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract;
- 4.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 4.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;
- 4.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;
- 4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);
- 4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.
- 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.
- 4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable [clause 12 on T2.2-19], [**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 upload a tender. Ensure you complete your process at least 1 day (24 hours) before the closing date

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

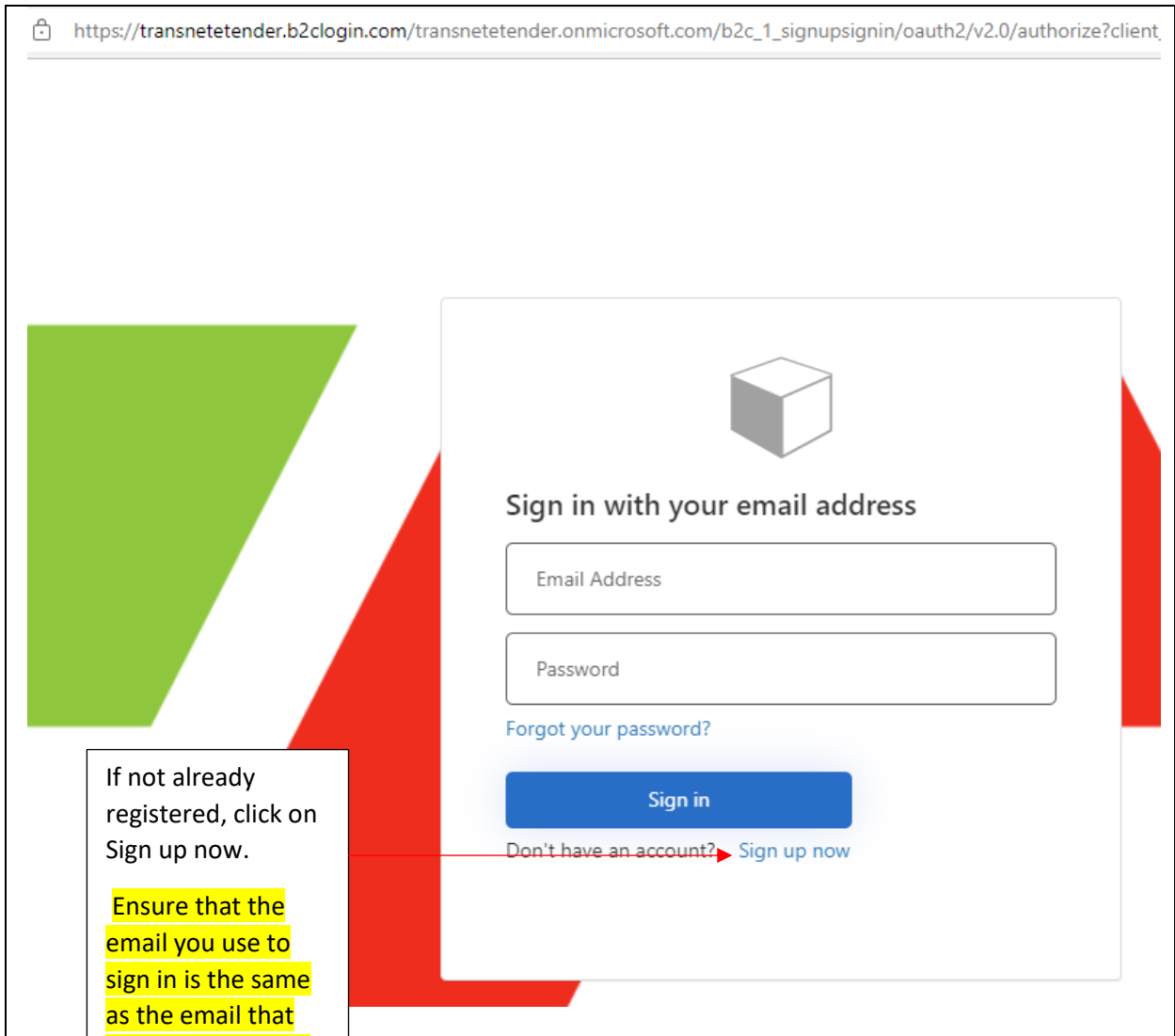
Go to Google Chrome



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

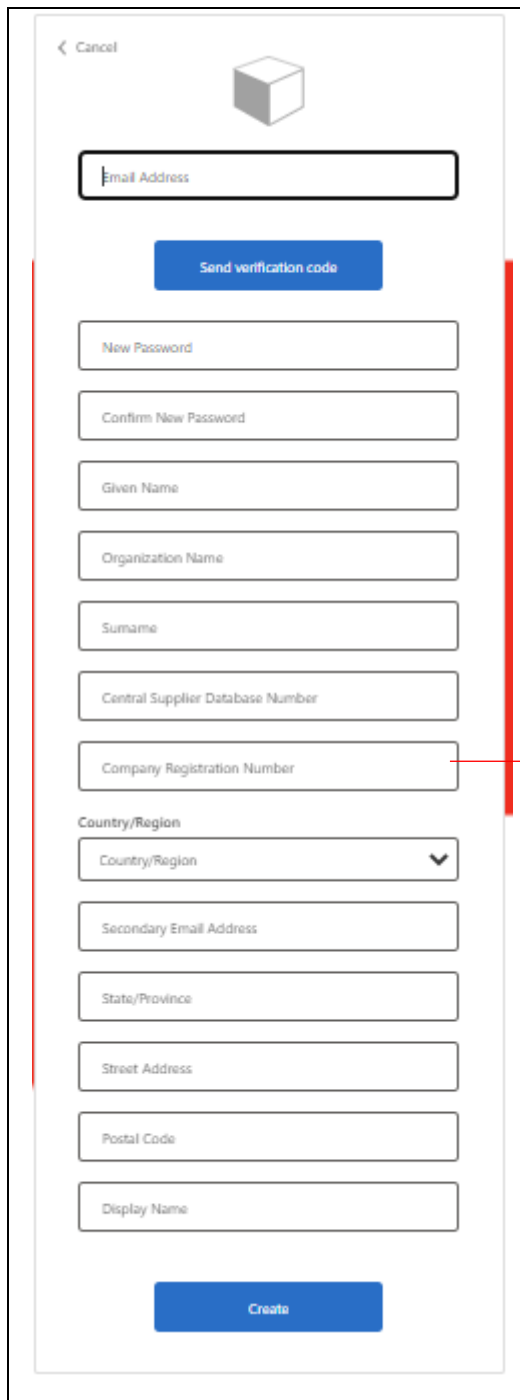


https://transnetetender.b2clogin.com/transnetetender.onmicrosoft.com/b2c_1_signupsignin/oauth2/v2.0/authorize?client



If not already registered, click on Sign up now.

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




The image shows a registration form interface. At the top left, there is a back arrow and the text "Cancel". Below this is a 3D cube icon. The form contains the following fields from top to bottom: "Email Address" (with a cursor), a blue "Send verification code" button, "New Password", "Confirm New Password", "Given Name", "Organization Name", "Surname", "Central Supplier Database Number", "Company Registration Number", a "Country/Region" dropdown menu (showing "Country/Region" and a downward arrow), "Secondary Email Address", "State/Province", "Street Address", "Postal Code", and "Display Name". At the bottom is a blue "Create" button. A vertical red line is positioned to the right of the form, and a red arrow points from the "Company Registration Number" field to the right.

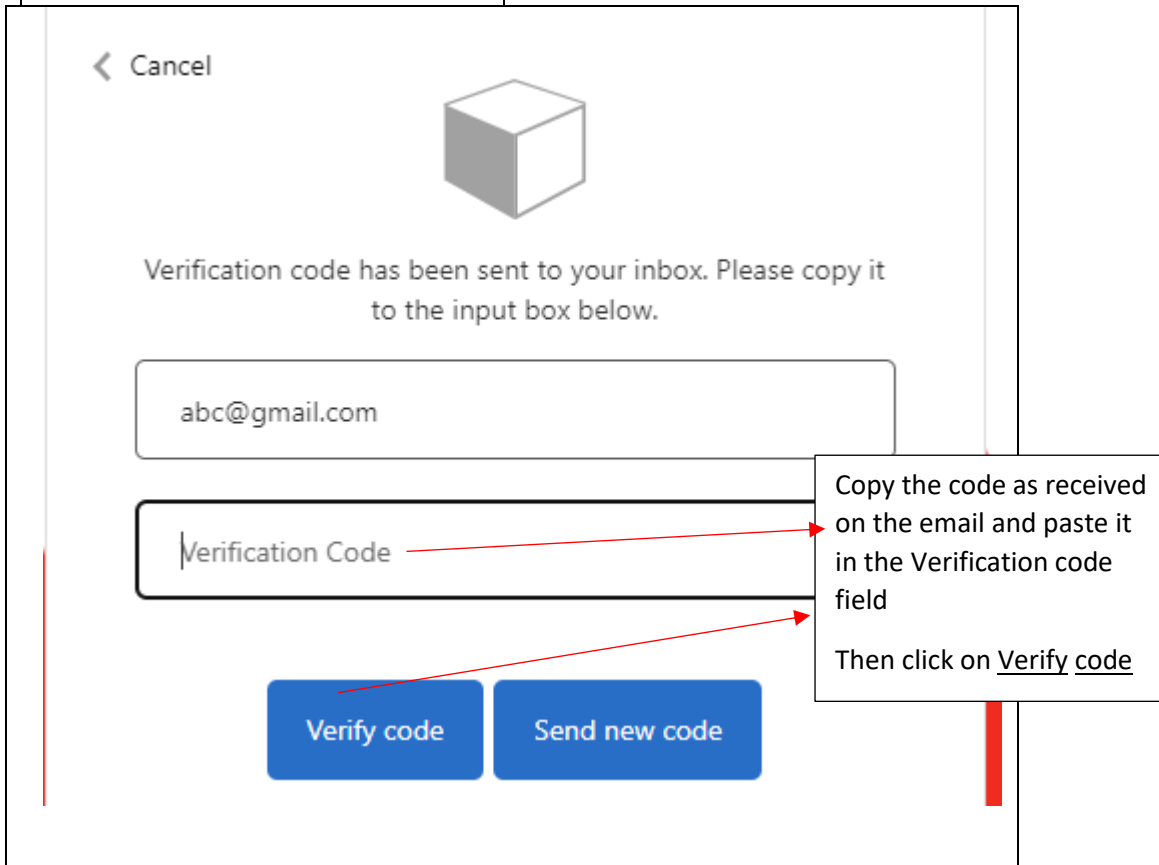
Complete all fields, before selecting “Send verification code” and confirm that all information is correct.

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.



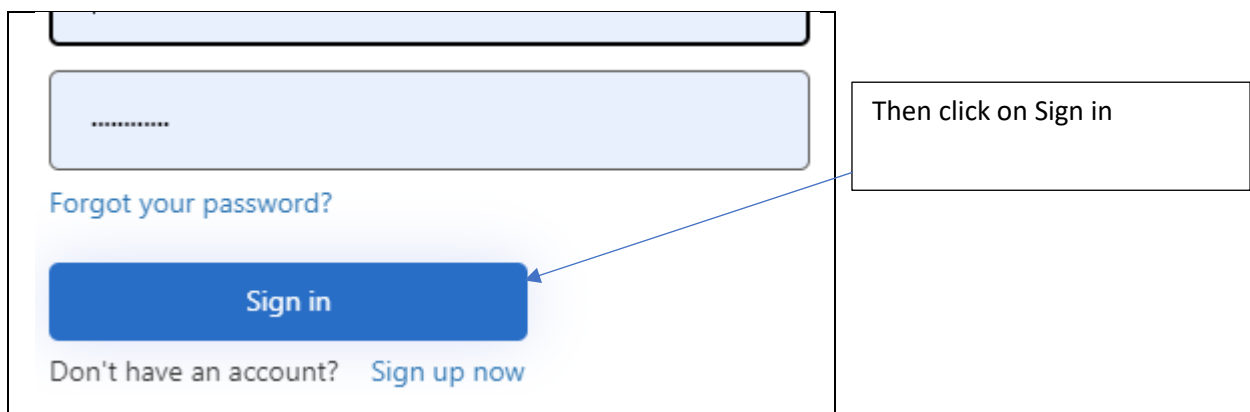
Verification code has been sent to your inbox. Please copy it to the input box below.

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

ADVERTISED TENDERS

To view / search for tenders, click on ADVERTISED TENDERS

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, please click on the link below.

Kind Regards,
Transnet eTenders

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

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

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

ADVERTISED TENDERS

Open Tenders Other Tenders

Show entries Search:

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

When signed in, select "ADVERTISED TENDERS".

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

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

ADVERTISED TENDERS

Open Tenders Other Tenders

Show entries Search:

Reference Number	Tender Name	Description	Briefing Session	Closing Date	Tender Status	
TE/2022/04/0450/RFQ	VALVE:L-1 LOAD DET,WAGONS AIRBRAKE	VALVE:L-1 LOAD DET,WAGONS AIRBRAKE-062101802 VALVE; TYPE: L-1 LOAD DETECTOR, MEDIA FOR WHICH DESIGNED: WAGONS AIRBRAKE, CONNECTION TYPE: FLANGE, SPECIAL FEATURES: BLUE, WITHOUT PIPE BRACKET; SIMILAR ITEM: 062004338		4/8/2022 10:00:00 AM	Open	View Details
TE/2022/04/0494/RFQ	GEAR OIL	OIL: GEAR TYPE SYNTHETIC BRAND NAME MOBILGEAR SHC SERIES GRADE SCH 6800 VISCOSITY RATING 220 TO 320 FLASH POINT 234 DEG C COLOR ORANGE CONTAINER TYPE SACHET 250 G CONTAINER CAPACITY 14 KG FOR USE ON: 39-200 GM, 15E AND 19E LOCOMOTIVES		4/8/2022 10:00:00 AM	Open	View Details
TE/2022/04/0495/RFQ	SUPPLY OF CORROSION (NALCOOL) - APPROVED	ITEM NUMBER - 077807563 INHIBITOR, CORROSION; TYPE: COOL-C18, COLOR: RED,		4/8/2022 10:00:00	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: TE/2022/04/0697/RFQ

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: TE22-SRX-1FG-02068

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

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

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

The screenshot shows the 'TENDER DETAILS' page with the following 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	
Location Of Service	Coaches, Salt River

On the right side, there is a 'Briefing Session' section with a 'Closing Date' of 4/13/2022 10:00:00 AM. Below it is an 'Attachments' section with four items:

- 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,

At the bottom right, there is a 'Log An Intent To Bid' toggle switch which is currently turned off.

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

This screenshot shows the same 'TENDER DETAILS' page as above, but with the 'Log An Intent To Bid' toggle switch turned on. Below the toggle, two buttons are visible: 'Submit Intent' and 'Cancel'.

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	
Location Of Service	Coaches, Salt River
Name Of Institution	TE
Tender Category	Goods
Tender Status	Open

The 'Briefing Session' and 'Attachments' sections are identical to the previous screenshot.

Tender Details

Tender Reference Number

Name Of Tender

Description

Tender Type RFQ

Contact Person Charl du Preez Transnet Engineering SLR

Contact Person Email Address Charl.duPreez@transnet.net

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

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

Briefing Date And Time

Briefing Details

Location Of Service

Name Of Institution

Tender Category

Tender Status

Intent to Bid





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

[Close](#)

Briefing Session

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


Attachments

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


Log An Intent To Bid

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

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



delivering freight reliably

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

MY SUBMISSION INTENTS

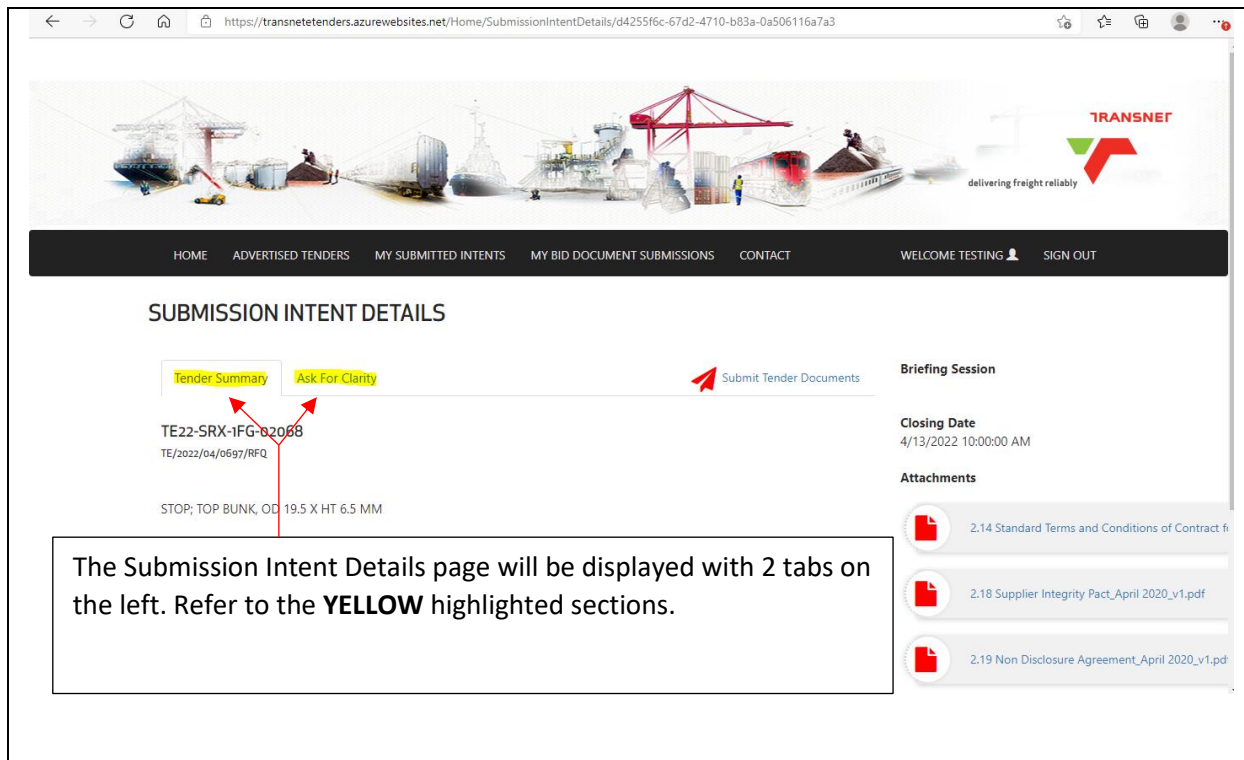
Show entries

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

Showing 1 to 1 of 1 entries

Previous 1 Next

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



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

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

SUBMISSION INTENT DETAILS

Tender Summary Ask For Clarity Submit Tender Documents

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

STOP, TOP BUNK, OD 19.5 X HT 6.5 MM

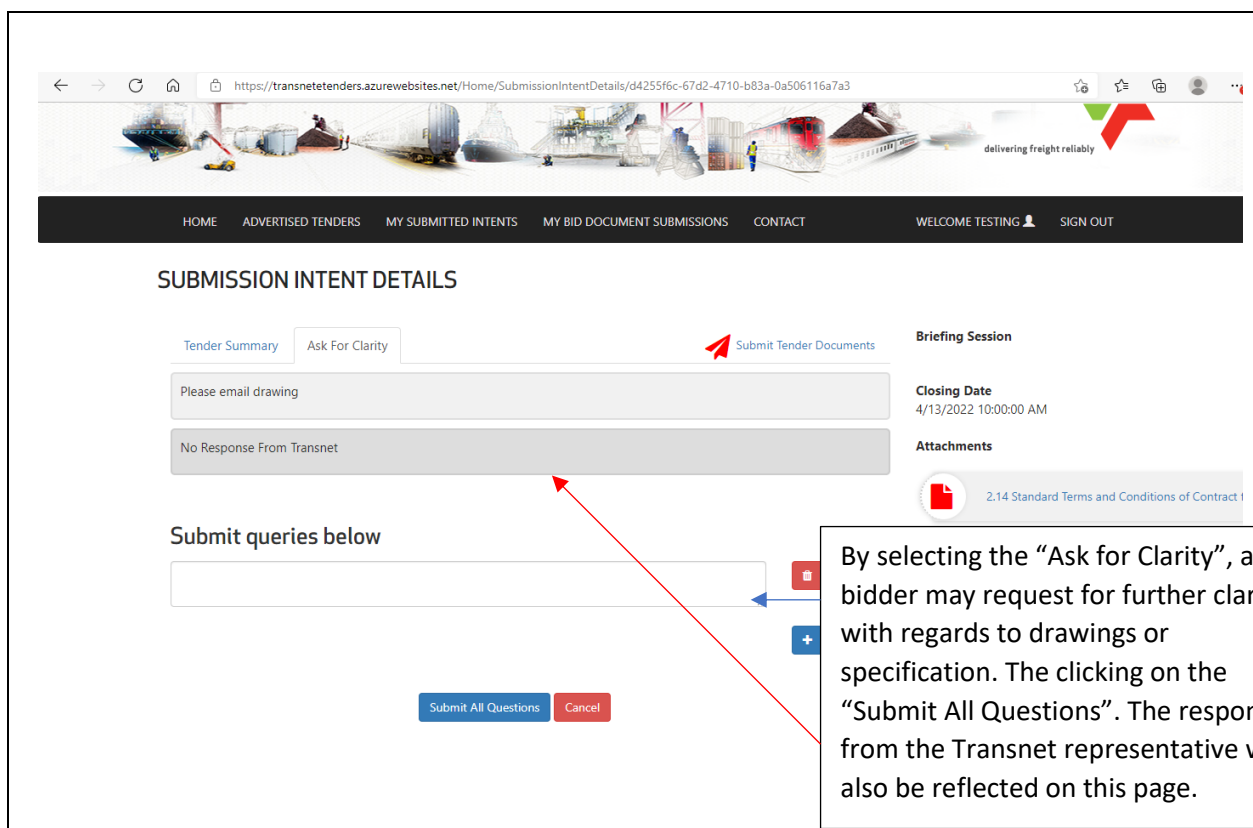
Briefing Session

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

Attachments

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

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



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

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

SUBMISSION INTENT DETAILS

Tender Summary Ask For Clarity Submit Tender Documents

Please email drawing

No Response From Transnet

Submit queries below

Submit All Questions Cancel

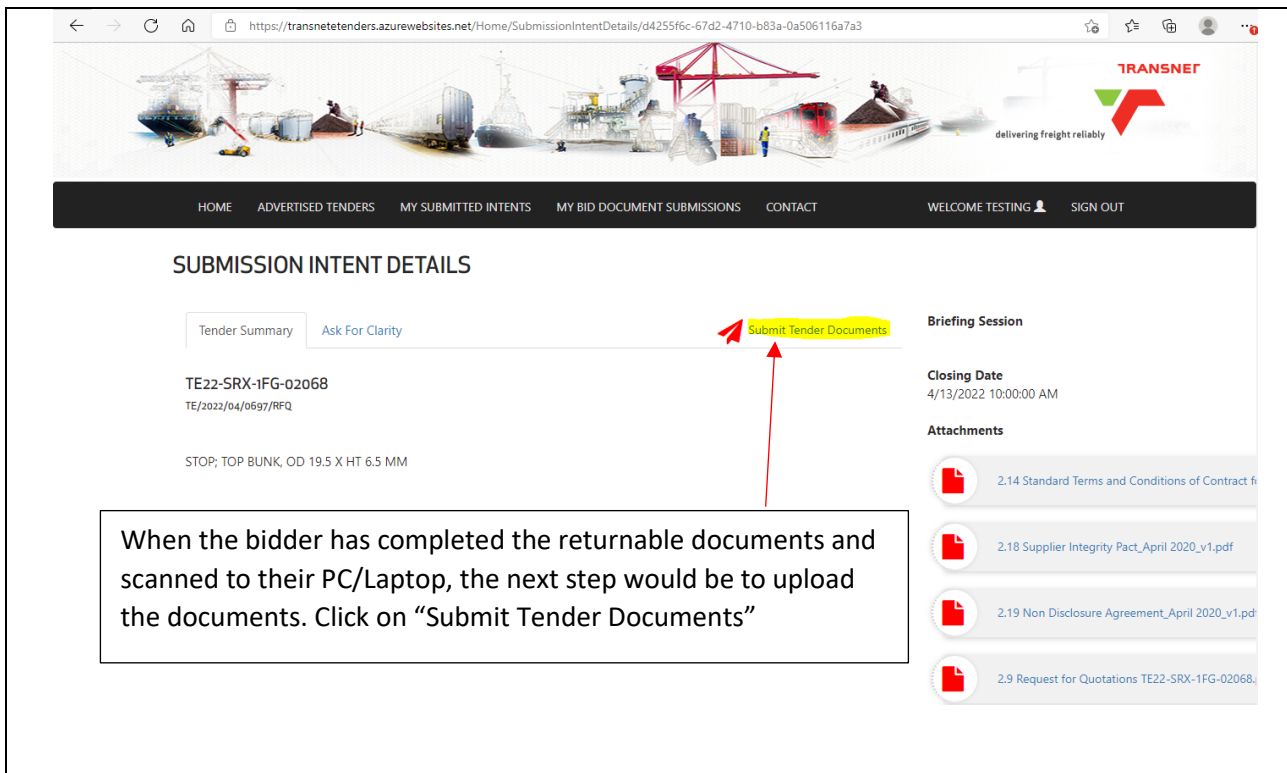
Briefing Session

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

Attachments

- 2.14 Standard Terms and Conditions of Contract f

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



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

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

SUBMISSION INTENT DETAILS

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

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

STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

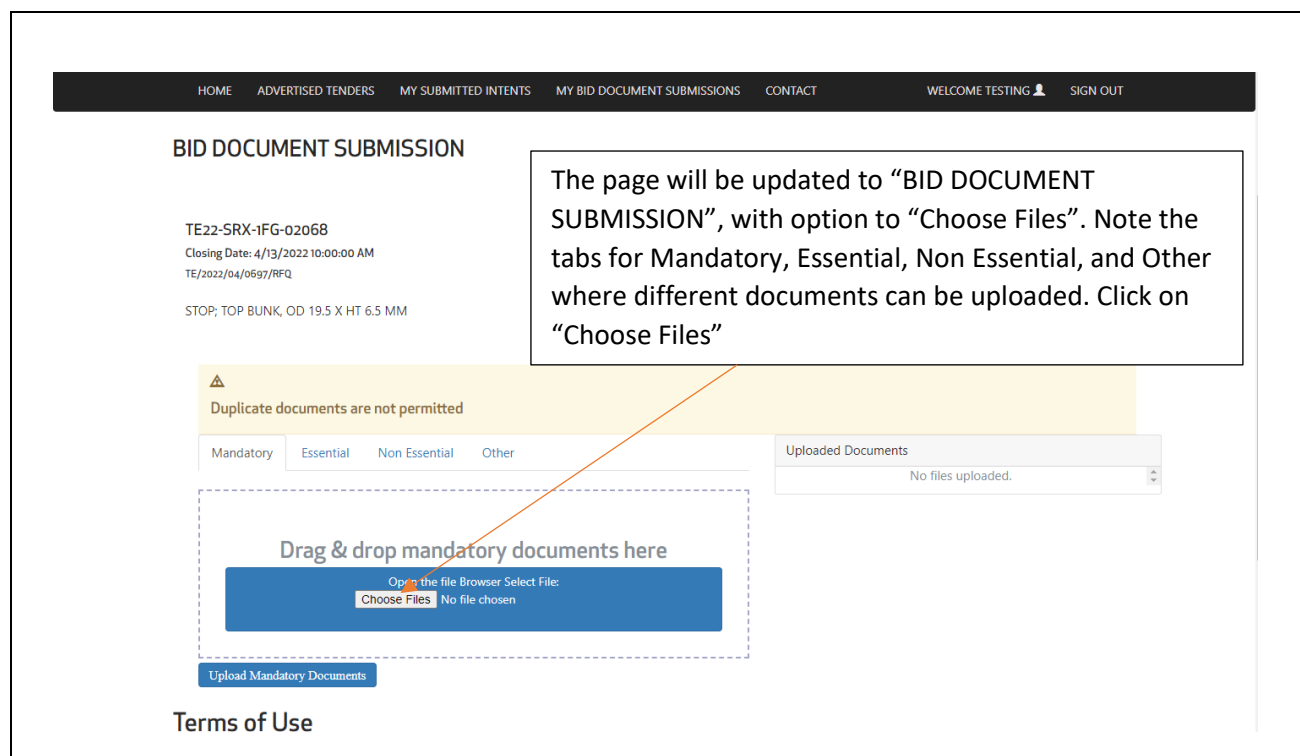
Briefing Session

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

Attachments

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

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



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

BID DOCUMENT SUBMISSION

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

STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

Choose Files

Uploaded Documents
No files uploaded.

Drag & drop mandatory documents here

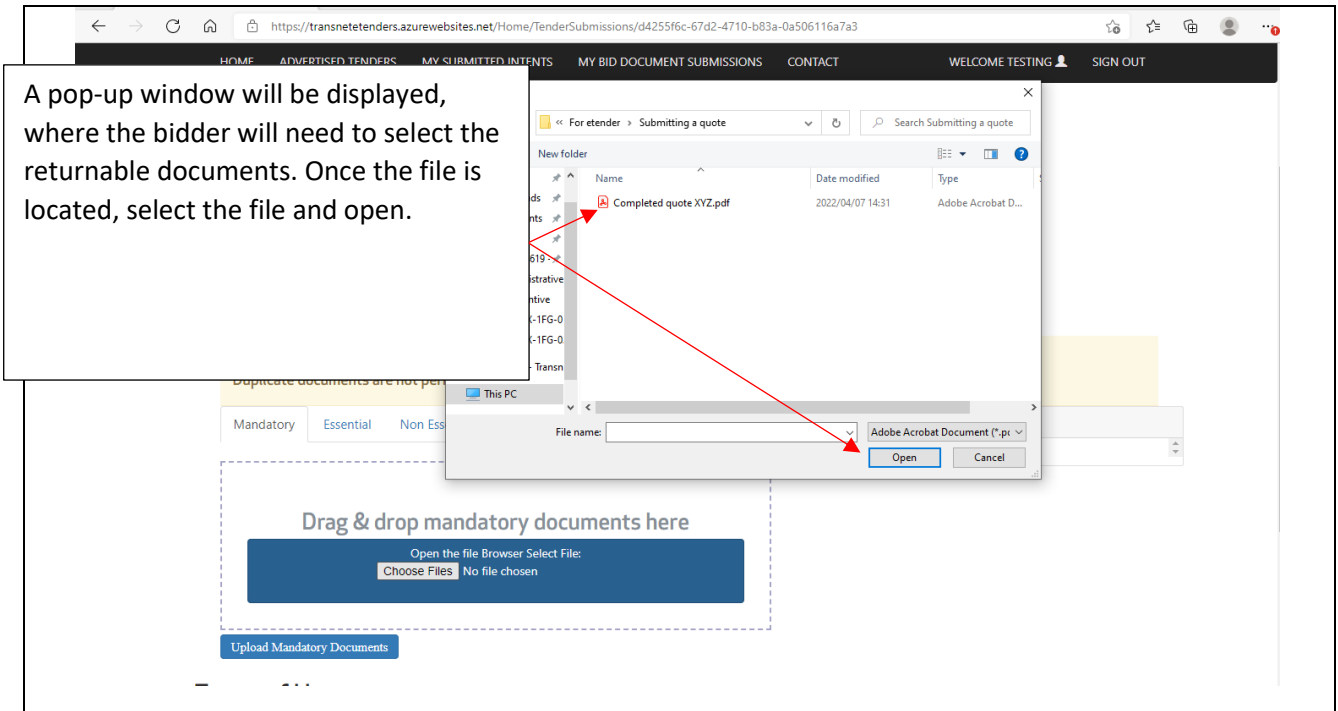
Open the file Browser Select File:
Choose Files No file chosen

Upload Mandatory Documents

Terms of Use

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

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



BID DOCUMENT SUBMISSION

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

Duplicate documents are not permitted

Mandatory Essential Non Essential Other

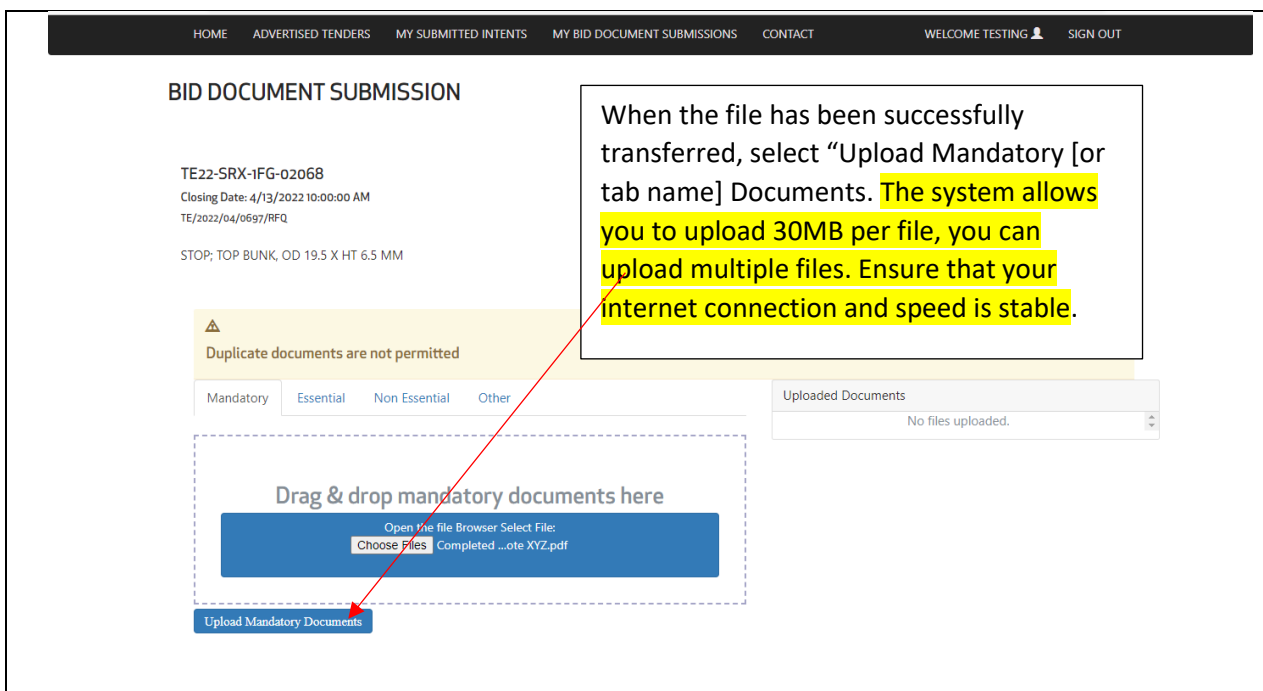
Drag & drop mandatory documents here

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

Upload Mandatory Documents

Uploaded Documents
 No files uploaded.

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



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

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

⚠ Duplicate documents are not permitted

Mandatory Essential Non Essential Other

Drag & drop mandatory documents here

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

Upload Mandatory Documents

Terms of Use

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T1.2 Tender Data



T1.2 TENDER DATA

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

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

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

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

Clause	Data
C.1.1	The <i>Employer</i> is Transnet SOC Ltd (Reg No. 1990/000900/30)
C.1.2	The tender documents issued by the <i>Employer</i> comprise: Part T: The Tender Part T1: Tendering procedures Part T2: Returnable documents Part C: The contract Part C1: Agreements and contract data Part C2: Pricing data Part C3: Scope of Services
	T1.1 Tender notice and invitation to tender T1.2 Tender data T2.1 List of returnable documents T2.2 Returnable schedules C1.1 Form of offer and acceptance C1.2 Contract data (Part 1 & 2) C1.3 Form of Securities C2.1 Pricing instructions C2.2 Activity Schedule C3.1 Scope of Services



C.1.4 The Employer's agent is:

Name:	Nomvula Makeleni Vundla
Address:	Transnet National Ports Authority 237 Mahatma Gandhi Road Durban 4001
Tel No.	N/A
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

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

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 is as stated in C.3.11 below.

Any tenderer that fails to meet the stipulated minimum score for functionality criteria will be regarded as an unacceptable tender.

3. Stage Three – Preference Point System:

Tenderers who achieve the minimum qualifying score for functionality of 70 points will be evaluated further in terms of preference point system. The evaluation criteria for measuring specific goals are stated in C.3.12 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:

- Name of Tenderer:
- Contact person and details:
- The Tender Number:
- The Tender Description:

Documents must be marked for the attention of:

Employer's Agent: Nomvula Makeleni Vundla

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 **17 July 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

C.3.11 The minimum number of evaluation points for functionality is: **70**

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:

T2.2-02 KEY PERSONNEL QUALIFICATIONS, PROFESSIONAL REGISTRATIONS AND EXPERIENCE	SECTION POINTS	TOTAL POINTS
PROFESSIONAL PROJECT MANAGER <ul style="list-style-type: none"> • CV of the Project Manager (PM) shall indicate clear experience in managing design projects, • PM can have experience as an Engineering Manager, Lead Civil Engineer. • PM experience shall clearly indicate Civil Engineering/Port and Coastal design Project Management or construction of Civil Engineering/Port and Coastal Projects 	10	50
PROFESSIONAL CIVIL ENGINEER <ul style="list-style-type: none"> • The Pr. Civil Engineer (CE) shall have a valid registration with ECSA. • Engineer (CE) shall indicate clear experience in managing and conducting design projects. • CE experience shall clearly indicate Civil Engineering/Port and Coastal design Project such as Marine structural and geotechnical Engineering works (Dredging works, Marine structures design and construction, marine geotechnical studies, surveying etc.). 	10	



<p>CANDIDATE CIVIL ENGINEER/TECHNOLOGIST</p> <ul style="list-style-type: none"> CV of the Civil Engineer (CE) shall indicate clear experience in managing and conducting design projects. CE experience shall clearly indicate Civil Engineering/Port and Coastal design Project such as Marine structural and geotechnical Engineering works (Dredging works, Marine structures design and construction, marine geotechnical studies, surveying etc.) Civil Engineer is required to be registered Civil Engineer with ECSA as candidate engineer, if the CE is replaced with a Technologist, the candidate shall be registered with ECSA as a Professional Civil Engineering Technologist 	5	
<p>CIVIL ENGINEERING TECHNICIAN</p> <ul style="list-style-type: none"> CV of the Civil Engineering Technician shall indicate clear experience in exposure and involvement in conducting design projects. Civil Engineering Technician experience shall clearly indicate Civil Engineering/Port and Coastal design Project such as Marine structural and geotechnical Engineering works (Dredging works, Marine structures design and construction, marine geotechnical studies, surveying etc.). Civil Engineering Technician is required to be a registered candidate Civil Engineering Technician with ECSA. 	5	
<p>GEOTECHNICAL ENGINEER/ FOUNDATION ENGINEER/CIVIL ENGINEER WITH GEOTECHNICAL EXPERIENCE.</p> <ul style="list-style-type: none"> CV of the Geotechnical engineer/ Civil Engineer with Geotechnical experience. Engineer experience shall clearly indicate Civil Engineering/Port and Coastal design Project such as Marine structural and geotechnical Engineering works (Dredging works, Marine structures design and construction, marine geotechnical studies, surveying etc.). Engineer is required to be registered Civil Engineer with ECSA as candidate engineer as a minimum. 	5	



<p>MARINE STRUCTURAL ENGINEER/ CIVIL ENGINEER WITH MARINE STRUCTURAL EXPERIENCE.</p> <ul style="list-style-type: none"> CV of the Engineer with marine structural experience. Engineer experience shall clearly indicate Civil Engineering/Port and Coastal design Project such as Marine structural and geotechnical Engineering works (Dredging works, Marine structures design and construction, marine geotechnical studies, surveying etc.). Engineer is required to be registered Civil Engineer with ECSA as candidate engineer as a minimum. 	<p>5</p>	
<p>PROFESSIONAL LAND SURVEYOR</p> <ul style="list-style-type: none"> CV of the Land Surveyor (LS) shall indicate clear experience in managing and conducting design projects. LS experience shall clearly indicate Civil Engineering/Port and Coastal design Project including hydrographic surveying. Land Surveyor shall have more than ten (10) years' work experience and is required to be a professionally registered with South African Geomatics Counsel (SAGC) or relevant body as a Professional land surveyor. Land Surveyor shall have a minimum of three (3) years' experience post registration. 	<p>5</p>	
<p>PROJECT SUPPORT</p> <p>The submitted CVs of supporting employees shall include the following but not limited too.</p> <ul style="list-style-type: none"> Health and safety specialist Environmental specialist Quantity surveyor Project Planner Document Controller 	<p>5</p>	
<p>T2.2-03 COMPANY EXPERIENCE</p>		
<p>Submit a completed similar project (Completion letter/ Certificate) covering marine Engineering structures (Dredging works, marine environmental studies, Marine structures and design, marine geotechnical studies etc.) completed in the last 15 years.</p> <ul style="list-style-type: none"> The Project list must include: The Project description or scope, Client Company name and address, 	<p>20</p>	<p>20</p>



<ul style="list-style-type: none"> • Client contact details (contact person including email and telephone), • The status of the project. 		
T2.2-04 TECHNICAL APPROACH		
<p>The Method statement shall include the following as a minimum of the critical elements in terms of Scope of Works:</p> <ul style="list-style-type: none"> • Structural integrity analysis including structural condition assessment, • Geotechnical investigation and reporting Berth extension business options: MCA, • Design Development methodology (Design criteria), Environmental, health, safety and quality management investigations and reporting e.g. Risk management methodology, Environmental, health and safety compliance requirement procurement approach, • Construction supervision methodology including quality assurance requirements approach. 	20	20
T2.2-05 SCHEDULING		
<p>Submit a detailed schedule with the sequence of works to be conducted by the Consultant from Designs to construction supervision.</p> <ul style="list-style-type: none"> • Design Development (Concept to Detailed designs) • Desktop studies, • Site investigations enabling detailed designs completion, • Design Development (Concept to Detailed design), • Design reviews and approvals, • Environmental, Health, Safety, and Quality requirements (Studies and permit applications enabling construction), • Governance requirements. 	10	10
TOTAL FUNCTIONALITY POINTS		100

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

- T2.2-02 Key persons Qualifications, Professional registrations, and experience
- T2.2-03 Company Experience

- T2.2-04 Technical Approach
- T2.2-05 Scheduling

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.3.12. Only tenders that achieve a minimum qualifying score for functionality will be evaluated further in accordance with the 80/20 Or 90/10 preference points system as described in Preferential Procurement Regulations

80/90 where the financial value of the lowest acceptable bid will be used to determine the preference points system applicable inclusive of all applicable taxes.

Thresholds	Minimum Threshold
Functionality	70

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

Up to 20 or 10 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)	Number of points allocated (10)
B-BBEE Level of contributor (1 or 2)	10.00	5.00
30% Black Women Owned Entities	10.00	5.00
Non-Compliant and/or B-BBEE Level 3-8 contributors	0.00	0.00

**The following Table represents the evidence to be submitted for claiming preference points for applicable specific goals in a particular tender:
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	<ul style="list-style-type: none"> • B-BBEE Certificate / Sworn - Affidavit /DTIC Affidavit /CIPC B-BBEE Certificate (in case of JV, a consolidated scorecard will be accepted) 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 consolidated scorecard will be accepted) as per DTIC guidelines and, • Certified copy of Identity Documents of the Owners which are 30% or more owned by black women

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

C.3.13 Tender offers will only be accepted if:

1. The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
2. the tenderer does not appear on Transnet’s list for restricted tenderers and National Treasury’s list of Tender Defaulters; 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.



3. Transnet reserves the right to award the tender to the tenderer who scores the highest number of points overall, unless there are **objective criteria** which will justify the award of the tender to another tenderer. Objective criteria include but are not limited to the outcome of a due diligence exercise to be conducted.

The due diligence exercise may take the following factors into account inter alia;

- a) The bidder(s) is not in good standing with Transnet National Ports Authority due to a poor track record of past performance with Transnet SOC Ltd and or Transnet National Ports Authority;
 - 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 (Annexure F);
 - 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) 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 (Annexure F),
 - 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) In relation to the proposed contract, a due diligence exercise to validate the bidder's proposal that demonstrate that it possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
 - 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.
-

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

Annex C

Standard Conditions of Tender

C.1 General

C.1.1 Actions

C.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

C.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

C.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

C.1.2 Tender Documents

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

C.1.3 Interpretation

C.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

C.1.3.2 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

C.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
 - ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;

- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

C.1.4 Communication and employer's agent

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

C.1.5 Cancellation and Re-Invitation of Tenders

C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if-

- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.
- d) there is a material irregularity in the tender process.

C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised

C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

C.1.6 Procurement procedures

C.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

C.1.6.2 Competitive negotiation procedure

C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

C.1.6.3.2 Option 2

C.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

C.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

C.2 Tenderer's obligations

C.2.1 Eligibility

C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

C.2.2 Cost of tendering

C.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

C.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

C.2.3 Check documents

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

C.2.4 Confidentiality and copyright of documents

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

C.2.5 Reference documents

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

C.2.6 Acknowledge addenda

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

C.2.7 Clarification meeting

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

C.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.

C.2.9 Insurance

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

C.2.10 Pricing the tender offer

C.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the tender data.

C.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

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

C.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

C.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

C.2.12 Alternative tender offers

C.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

C.2.12.2 Accept that an alternative tender offer must be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

C.2.13 Submitting a tender offer

C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

C.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

C.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

C.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

C.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

C.2.15 Closing time

C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

C.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

C.2.16 Tender offer validity

C.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".

C.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

C.2.18 Provide other material

C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.

Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

C.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

C.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

C.2.20 Submit securities, bonds and policies

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

C.2.21 Check final draft

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

C.2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within twenty-eight (28) days after the expiry of the validity period stated in the tender data.

C.2.23 Certificates

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

C.3 The employer's undertakings**C.3.1 Respond to requests from the tenderer**

C.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

C.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

C.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

C.3.3 Return late tender offers

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

C.3.4 Opening of tender submissions

C.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where

applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.

C.3.4.3 Make available the record outlined in C.3.4.2 to all interested persons upon request.

C.3.5 Two-envelope system

C.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

C.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

C.3.6 Non-disclosure

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

C.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

C.3.8 Test for responsiveness

C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

C.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

C.3.9 Arithmetical errors, omissions and discrepancies

C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
 - (i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - (ii) the summation of the prices.

C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

C.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

C.3.11 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.

Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.
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The activities associated with evaluating tender offers are as follows:

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

C.3.11.1 General

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

C.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

C.3.13 Acceptance of tender offer

Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- c) has the legal capacity to enter into the contract;
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
- e) complies with the legal requirements, if any, stated in the tender data; and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

C.3.14 Prepare contract documents

C.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents and
- c) other revisions agreed between the employer and the successful tenderer.

C.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

C.3.15 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

C.3.16 Registration of the award

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the cidb Register of Projects.

C.3.17 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

C.3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

Part T2: Returnable Documents

T2.1: List of Returnable Documents

T2.1 LIST OF RETURNABLE DOCUMENTS

2.1.1 Stage One: This schedule is required for pre-qualification:

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

2.1.2 Stage Two: These schedules will be utilised for evaluation purposes:

T2.2-02 **Evaluation Schedule:** Key persons Professional registrations and experience

T2.2-03 **Evaluation Schedule:** Company Experience

T2.2-04 **Evaluation Schedule:** Technical Approach

T2.2-05 **Evaluation Schedule:** Scheduling

2.1.3 Returnable Schedules:

General:

T2.2-06 Intention to Tender

T2.2-07 Authority to submit the tender

T2.2-08 Record of addenda to tender documents

T2.2-09 Skills Transfer Plan

T2.2-10 Letter of Good Standing

T2.2-11 Risk Elements

T2.2-12 ANNEX G Compulsory Enterprise Questionnaire (Preference Claim
Form requirements stipulated in SBD6.1

T2.2-13 Valid evidence of Specific Goals Claim

T2.2-14 Declaration of Understanding (Environmental and Health & Safety)

2.1.4 Agreement and Commitment by Tenderer:

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 RFP – Breach of Law

T2.2-20 Certificate of Acquaintance with Tender Document

T2.2-21 Service Provider Integrity Pact

T2.2-22 Supplier Code of Conduct

T2.2-23 Capacity and ability to meet delivery schedule.

2.1.5 Bonds/Guarantees/Financial/Insurance:

T2.2-24 Insurance provided by the Consultant

T2.2-25 Form of Intent to provide a Performance Guarantee

T2.2-26 Forecast Rate of Invoicing

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

2.6 C2.2 Activity Schedule

2.7 C3.1 Scope of Services

T2.2: Returnable Schedules

T2.2: Returnable Schedules



T2.2-01: CERTIFICATE OF ATTENDANCE AT TENDER CLARIFICATION MEETING

This is to certify that _____ (Company Name)

Represented by: _____ (Name and Surname)

Was represented at the tender clarification meeting.

Held at:	Port of Richards Bay, Pioneer Main Boardroom, San-Thom Road	
On (date)	18 June 2024	Starting time: 10:00 am

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 _____

T2.2-00: Evaluation Schedule – Technical Prequalification.

The Tenderer shall provide the CV, including a copy of the proof of qualification of the following personnel listed in the table below. The tender will be disqualified if the two resources in the table below are not provided.

PERSONNEL	QUALIFICATION	EXPERIENCE	Number of Resources
Professional Civil Engineer (Engineering Manager/Lead Civil Engineer)	B.Sc./BEng/B.Tech in Civil Engineering. Pr. Engineer Registration with ECSA.	10 years of work experience, with a minimum of 5 years post-professional registration experience in water retaining structures (Hydraulic structures, reservoirs, culverts, channels, etc.), marine quay structures & associated infrastructure, offshore structures, mass concrete designs such as multi-story buildings, silos, bridges, industrial concrete pavements, etc.	One (1)

List of prequalification Key Persons assigned to the above criteria.

No.	Key Persons	Name and Surname	CV and qualification attached (Yes/No)
1	Professional Civil Engineer (Engineering Manager/Lead Civil Engineer)		

T2.2-02: EVALUATION SCHEDULE - KEY PERSONNEL QUALIFICATIONS, PROFESSIONAL REGISTRATIONS AND EXPERIENCE

The tender must be able to demonstrate that the project personnel have sufficient knowledge, experience, and qualifications to provide the required services and must complete the provided table for the list of key persons with the information of the personnel that will be provided for the project.

The provided table must include names of team members, Roles and responsibilities for each Project team member and as a minimum shall include the following personnel shall be reflected on the project team table. **Different personnel must be provided for each identified role listed below;**

- Pr. Project Manager.
- Pr. Civil Engineer.
- Pr. Land Surveyor.
- Candidate Civil Engineer.
- Candidate Civil Engineering Technician.
- Geotechnical Engineer/ Civil Engineer with Geotechnical experience.
- Marine Structural Engineer: Alternatively, as Civil Engineer with relevant Marine structural design experience.
- Health and Safety Officer.

For the experience of the personnel to be scored during the evaluation, **it is mandatory** that they have the **Professional registrations** with the specified Professional bodies.

- Proof of Professional registration must be provided. Bidders to provide certified copies of the respective qualifications as specified in the evaluation schedule. Copies of all qualifications to be certified by a Commissioner of Oaths and the copies certification must not be older than six (6) months.

The experience of assigned key persons in relation to the scope of work will be evaluated from two different points of view, namely:

- Relevant experience including professional registration where applicable,

- The education, training, and skills of the assigned staff in the specific sector, field, subject etc. which is directly linked to the scope of work Comprehensive CVs should be attached to this schedule: The CVs shall clearly indicate that key personnel are the employee of the firm and have relevant experience as required by the scope of this project, as a minimum each CV should address the following, but not limited to.
- Personal particulars as per ID,
- Name of current and previous employer/s and position/s in enterprise/s
- Overview of post graduate experience (year, organization, and position), where professional registration is required an overview of post registration experience shall be provided as required by the evaluation criteria.
- Outline of assignments / experience that has similar scope to the services required on this contract. **The start and completion dates of the assignments must be provided to enable determination of the years of experience.**

CVs for all key project personnel shall meet the following requirements to be considered for this project, where the specialist is to be outsourced a Level of service Agreement shall be submitted.

i. **Pr. Land Surveyor, Marine Structural Engineer, Geotechnical Engineer, Pr. Civil Engineer, and Pr. Project Manager.**

Personnel shall have a minimum of 6 years' experience relating to Marine Engineering works (Dredging works, Marine structures and design, marine geotechnical studies, surveying etc). Personnel shall be registered as a Professional Engineer with ECSA, SAGC for Surveyors.

Engineering personnel overview.

Professional Engineer shall be registered as a Professional Engineer with ECSA and have a minimum of 6 years post registration experience. A copy of relevant University qualification and a valid professional registration certificate shall be provided.

Candidate Engineers shall be registered with ECSA as a Candidate engineer and have a at least 6 years of work experience in similar project scope. Proof of university qualification and a valid professional registration certificate shall be provided.

Civil Technologists shall be registered with ECSA as a Technologist and have a at least 8 years of work experience in similar project scope and a minimum of 6 years' work experience post professional registration. Proof of university qualification and a valid professional registration certificate shall be provided.

Candidate Civil Engineering technicians shall be registered with ECSA as a Candidate Civil Technician and have a at least 6 years of work experience in similar project scope. Proof of university qualification and a valid professional registration certificate shall be provided.

Professional Project Management personnel shall be registered as a Professional Project Manager (PrPMP/Pr.CPM) with Project Management Institute (PMI) or South African Council for the Project and Construction Management Professions (SACPCMP). Proof of university qualification and a valid professional registration certificate shall be provided. The personnel shall have more than 6 years' work experience in NEC contractors' management including other relevant project management experience.

Pr. Land surveyor shall be professional registered with South African Geomatics Counsel (SAGC) or relevant body as a Professional land surveyor. Proof of university qualification and a valid professional registration certificate shall be provided. The personnel have a minimum of 6 years relevant experience.

ii. **Project Support team.**

The support team shall have minimum of NQF 5 relevant qualification for their respective field and for project planner and document controller relevant built environment NQ5 qualification shall be deemed as valid, where professional registration is required, such



qualification shall be supplied. A minimum of 6 years' experience shall be required. Competence on the scope of service of this project shall be clearly demonstrated.

List of Key Persons assigned to the above disciplines.

No.	Key Persons	Name and Surname	CV attached (Yes/No)
1	Pr. Project Manager		
2	Pr. Civil Engineer (Lead design Engineer)		
3	Pr. Land Surveyor		
4	Marine Structural Engineer		
5	Geotechnical Engineer		
6	Civil Engineer/Technologist (Bulk service supply in line with the marine)		
7	Civil Engineering Technician		
	Project Support		
8	Health and Safety Officer		
9	Environmental Officer		
10	Quantity Surveyor		
11	Project Planner		
12	Document Controller		



To be signed by the listed key person giving the bidder permission to use his/her CV and qualifications for bid submission purposes:

Signed		Date	
Name	Position
Tenderer



8. OUTLINE OF RECENT ASSIGNMENTS RELEVANT TO SCOPE OF WORK				
CLIENT, CONTACT PERSON, CONTACT DETAILS	PROJECT DESCRIPTION	VALUE OF PROJECT	POSITION HELD	PROJECT STATUS



***Attached**

- Qualification Certificates
- Professional Registration Certificates



Management of Key Personnel CV's		Section Total Points		50
Professional Project Manager		Total Points		10
Bidder to submit CVs with contactable references indicating the experience of the Project Manager and the Personnel shall be the same person reflected on the Project organogram	CV of the Project Manager (PM) shall indicate clear experience in managing design projects, PM can have experience as an Engineering Manager, Lead Civil Engineer. PM experience shall clearly indicate Civil Engineering/Port and Coastal design Project Management or construction of Civil Engineering/Port and Coastal Projects.	0	No submission / Failed to provide relevant experience	
		40	Has three (3) but less than six (6) years' relevant work experience, including valid qualifications and Pr. Registration certificates.	
		70	Has six (6) but less than eight (8) years' relevant work experience, including valid qualifications and Pr. Registration certificates.	
		90	Has eight (8) but less than ten (10) years' relevant work experience including valid qualifications and Pr. Registration certificates.	
		100	Has more than ten (10) years' relevant work experience including valid qualifications and Pr. Registration certificates.	
Professional Civil Engineer (Must be ESCA registered)		Total Points		10
Bidder to submit CVs with contactable	CV of the Pr. Civil Engineer (CE) shall indicate clear experience in managing and conducting design projects. CE experience	0	No submission / Failed to provide relevant experience	
		40		



references indicating the experience of the Pr. Civil Engineer and the Personnel shall be the same person reflected on the Project organogram	shall clearly indicate structural Engineering/Port and Coastal design Projects such as structural engineering in relation to the following structural engineering works (water retaining structures (Hydraulic structures, reservoirs, culverts, channels, etc.), marine quay structures & associated infrastructure, offshore structures, mass concrete designs such as multi-storey buildings, silos, bridges, industrial concrete pavements, etc.		Has three (3) but less than six (6) years' relevant work experience including valid qualifications and Pr. Registration certificates.	
		70	Has six (6) but less than eight (8) years' relevant work experience including valid qualifications and Pr. Registration certificates.	
		90	Has eight (8) but less than ten (10) years' relevant work experience including valid qualifications and Pr. Registration certificates.	
		100	Has more than ten (10) years' relevant work experience including valid qualifications and Pr. Registration certificates.	
Candidate Civil Engineer/Technologist		Total Points		5
Bidder to submit CVs with contactable references indicating the experience of the Civil Engineer and the Personnel shall be the same	CV of the Civil Engineer (CE) shall indicate clear experience in managing and conducting design projects. CE experience shall clearly indicate structural Engineering/Port and Coastal design Projects such as structural engineering in relation to the following structural engineering works (water retaining structures (Hydraulic structures,	0	No submission / Failed to provide relevant experience	
		40	Has three (3) but less than six (6) years' relevant work experience including relevant qualifications.	
		70	Has six (6) but less than eight (8) years' relevant work experience including relevant qualifications.	
		90		



person reflected on the Project organogram	reservoirs, culverts, channels, etc.), marine quay structures & associated infrastructure, offshore structures, mass concrete designs such as multi-storey buildings, silos, bridges, industrial concrete pavements, etc. Civil Engineer is required to be registered Civil Engineer with ECSA as candidate engineer, if the CE is replaced with a Technologist, the candidate shall be registered with ECSA as a Professional Civil Engineering Technologist.		Has eight (8) but less than ten (10) years' relevant work experience including relevant qualifications.
		100	Has more than ten (10) years' relevant work experience including relevant qualifications.
Civil Engineering Technician			Total Points
Bidder to submit CVs with contactable references indicating the experience of the Civil Engineering Technician and the Personnel	CV of the Civil Engineering Technician shall indicate clear experience in exposure and involvement in conducting design projects. Civil Engineering Technician experience shall clearly indicate structural Engineering/Port and Coastal design Projects such as structural engineering in relation to the following structural engineering works (water retaining	0	No submission / Failed to provide relevant experience
		40	Has three (3) but less than six (6) years' relevant work experience including relevant qualifications.
		70	Has six (6) but less than eight (8) years' relevant work experience including relevant qualifications.
		90	
			5



shall be the same person reflected on the Project organogram	structures (Hydraulic structures, reservoirs, culverts, channels, etc.), marine quay structures & associated infrastructure, offshore structures, mass concrete designs such as multi-storey buildings, silos, bridges, industrial concrete pavements, etc. Civil Engineering Technician is required to be a registered candidate Civil Engineering Technician with ECSA.		Has eight (8) but less than ten (10) years' relevant work experience including relevant qualifications.
		100	Has more than ten (10) years' relevant work experience including relevant qualifications.
Geotechnical engineer/ Foundation Engineer/Civil Engineer with Geotechnical experience.			Total Points
			5
Bidder to submit CVs with contactable references indicating the experience of the Engineer and the Personnel shall be the same person reflected on the Project organogram	CV of the Geotechnical engineer/ Civil Engineer with Geotechnical experience. Engineer experience shall clearly indicate structural Engineering/Port and Coastal design Projects such as structural engineering in relation to the following structural engineering works (water retaining structures (Hydraulic structures, reservoirs, culverts, channels, etc.), marine quay structures & associated infrastructure, offshore structures, mass concrete designs such as multi-storey	0	No submission / Failed to provide relevant experience
		40	Has three (3) but less than six (6) years' relevant work experience including relevant qualifications.
		70	Has six (6) but less than eight (8) years' relevant work experience including relevant qualifications.
		90	Has eight (8) but less than ten (10) years' relevant work experience including relevant qualifications.
		100	



	buildings, silos, bridges, industrial concrete pavements, etc Engineer is required to be registered Civil Engineer with ECSA as candidate engineer as a minimum.		Has more than ten (10) years' relevant work experience including relevant qualifications.
Marine Structural engineer/ Civil Engineer with Marine Structural experience.			Total Points
			5
Bidder to submit CVs with contactable references indicating the experience of the Engineer and the Personnel shall be the same person reflected on the Project organogram	CV of the Engineer with marine structural experience. Engineer experience shall clearly indicate structural Engineering/Port and Coastal design Projects such as structural engineering in relation to the following structural engineering works (water retaining structures (Hydraulic structures, reservoirs, culverts, channels, etc.), marine quay structures & associated infrastructure, offshore structures, mass concrete designs such as multi-storey buildings, silos, bridges, industrial concrete pavements, etc. Engineer is required to be registered Civil Engineer with ECSA as candidate engineer as a minimum.	0	No submission / Failed to provide relevant experience
		40	Has three (3) but less than six (6) years' relevant work experience including relevant qualifications.
		70	Has six (6) but less than eight (8) years' relevant work experience including relevant qualifications.
		90	Has eight (8) but less than ten (10) years' relevant work experience including relevant qualifications.
		100	Has more than ten (10) years' relevant work experience including relevant qualifications.



Professional Land Surveyor		Total Points		5
Bidder to submit CVs with contactable references indicating the experience of the Land Surveyor and the Personnel shall be the same person reflected on the Project organogram	CV of the Land Surveyor (LS) shall indicate clear experience in managing engineering-related surveying projects. LS experience shall clearly indicate Civil Engineering/Port and Coastal design Projects, including hydrographic surveying. Land Surveyor shall be professionally registered with South African Geomatics Counsel (SAGC) or relevant body as a Professional land surveyor.	0	No submission / Failed to provide relevant experience	
		40	Has three (3) but less than six (6) years' relevant work experience including relevant qualifications and Pr. Registration.	
		70	Has six (6) but less than eight (8) years' relevant work experience including relevant qualifications and Pr. Registration.	
		90	Has eight (8) but less than ten (10) years' relevant work experience including relevant qualifications and Pr. Registration.	
		100	Has more than ten (10) years' relevant work experience including relevant qualifications and Pr. Registration.	
Project Support		Total Points		5
Bidder to submit CVs of their supporting	The submitted CVs of supporting employees shall include the following but not limited too.	0	No submission / Failed to provide relevant experience	
		40		



employees with contactable references indicating the experience relating the scope of work of this Project.	<ul style="list-style-type: none"> • Health and safety specialist • Environmental specialist • Quantity surveyor • Project Planner • Document Controller <p>The experience shall involve working on the following projects: structural Engineering/Port and Coastal design Projects such as structural engineering in relation to the following structural engineering works (water retaining structures (Hydraulic structures, reservoirs, culverts, channels, etc.), marine quay structures & associated infrastructure, offshore structures, mass concrete designs such as multi-storey buildings, silos, bridges, industrial concrete pavements, etc</p>		Have an average of three (3) but less than six (6) years' relevant work experience including relevant qualifications.
		70	Have an average of six (6) but less than eight (8) years' relevant work experience including relevant qualifications.
		90	Have an average of eight (8) but less than ten (10) years' relevant work experience including relevant qualifications.
		100	Have an average of greater than ten (10) years' relevant work experience including relevant qualifications.

T2.2-03: EVALUATION SCHEDULE: COMPANY EXPERIENCE

NOTE TO TENDERERS:

Tenderers are required to demonstrate their overall experience in performing works over the last fifteen (15) years. The Tender shall submit a maximum of 5 reference/ completion letters for the projects they completed in the last 15 years which comply with scope of this project.

The tenderer's Project experience shall include the project that covers the following scope but not limited,

- Marine Engineering construction and designs,
 - Dredging works,
 - Marine environmental studies,
 - Marine structures and design,
 - Marine geotechnical studies.
 - Marine related construction
- Bridges, tunnels, canals, dams etc. design and construction.

Evidence to be submitted for experience to be evaluated must **be** the letters of completion/reference for previously completed projects shall highlight the following information as minimum requirements:

- Written on the client letter head with signature or stamp.
- The project description: Scope definition,
- Client Company name,
- Client contact details (Contact name, email and telephone),
- Status of the project.



Company/Tenderer Experience		Total Points	20
Bidder to indicate Company Experience in marine engineering projects design and construction by providing a reference letter and/or Project completion letters	Submit a completed similar project (reference letters or Completion letter) covering marine Engineering structures (Dredging works, marine environmental studies, Marine structures and design, marine geotechnical studies etc.) completed in the last 15 years. The Project list must include: A. The Project description or scope, B. Client Company name and address, C. Client contact details (contact person including email and telephone), D. The status of the project.	0	No Response or less than two (2) References/Completion letters for completed similar work
		40	Two (2) References/Completion letters for previously completed similar work
		70	Three (3) References/Completion letters for completed similar work
		90	Four (4) References/Completion letters for completed similar work
		100	Five (5) References/Completion letters for completed similar work

T2.2-04: EVALUATION SCHEDULE: TECHNICAL APPROACH

The tenderers must sufficiently demonstrate the Approach paper that will be employed to cover the scope of the project.

The approach paper shall include the following as a minimum of the critical elements in terms of Scope of works or as shown on the table below but not limited to:

- Design Approach paper
 - Structural integrity analysis including structural condition assessment,
 - Berth extension business options: MCA,
 - Concept to detailed Feasibility designs – issue for tender and construction deliverables,
- Geotechnical, topographic, and hydrographic investigations and reporting for all proposed berth extensions,
- Marine Environmental investigation and reporting,



The Tenders must meet the following requirements to satisfy the approach paper criteria.

Design Deliverables and compliance requirements.			
Project deliverables Methodology including construction Supervision		Total Points	
		20	
<p>Approach Paper that addresses all the aspects of the Scope of Work and BOQ in detail.</p>	<p>The Approach Paper shall include the following as a minimum of the critical elements in terms of Scope of Works: A) Structural integrity analysis including structural condition assessment B) Geotechnical investigation and reporting C) Berth extension business options: MCA. D) Design Development methodology (Design criteria). E) Environmental, health, safety and quality management investigations and reporting e.g. Risk management methodology, Environmental, health and safety compliance requirement procurement approach. F) Construction supervision methodology</p>	0	No Response or minimum requirements/functionality not met
		40	Two (2) of critical elements are covered, the elements covered fully being Design development and structural integrity analysis or any other one more element.
		70	Three (3) of critical elements are covered, the elements covered fully being Design development, structural integrity analysis, and Environmental, health and safety management and one any element.
		90	Four (4) critical elements are covered, the elements covered fully being Design development, structural integrity analysis, MCA methodology, Environmental, health and safety management, or one any other element.
		100	All critical elements are covered accordingly



	including quality assurance requirements approach.		
--	----------------------------------------------------	--	--

T2.2-05: EVALUATION SCHEDULE: SCHEDULING

The Tenderer details the schedule for evaluation and attaches it to this schedule. In addition, the Tenderer is to provide a hard copy Microsoft Project/Primavera or any other professional Schedule that is compatible with Primavera/Microsoft Projects.

The tenderer shall provide the proposed schedule, at a minimum showing the following but not limited to:

- The consultant shall submit work activities schedule, activities sequences and timelines. The contractor shall indicate timelines of outsourcing where outsourcing (Sub-Contracting) is applicable to deliver on the scope of services proposed.
- Ability to execute the works in terms of the *Employer's* requirements and within the required timeframe indicating, in a logical sequence, the order and timing of the works that will take place in order to provide the Works clearly indicating the capacity & capability to achieve the dates stated in the Contract Data.
- Dates when the *Contractor* will need access to any part of the Site, submission & approval process & timing for Health & Safety File. In addition, the schedule must clearly demonstrate the procurement process for all long lead items if applicable.



The scoring of the Programme will be as follows.

Project Management: Scheduling		Total Points	10
<p>Bidder to Submit the Project program done through Primavera (Primavera P6 is a minimum requirement).</p> <p>The Tenders showed Months for the design development and studies required for construction will be used for the consultant scoring on these criteria</p>	<p>Submit a detailed schedule with the sequence of work to be conducted by the Consultant from Designs to construction supervision.</p> <p>Design Development (Concept to Detailed designs)</p> <p>A) Desktop studies. B) Site investigations enabling detailed designs completion. C) Design Development (Concept to Detailed design) D) Design reviews and approvals. E) Environmental, Health, Safety, and Quality requirements (Studies and permit applications enabling construction). F) Governance requirements</p>	0	No Response or a duration of design development (Concept to detailed designs) is longer than 18 Months.
	40	To complete the design development (Concept to detailed designs) in a duration of more than 16 Months but less than 18 Months.	
	70	To complete the design development (Concept to detailed designs) in a duration more than 16 Months but less than 14 Months.	
	90	To complete the design development (Concept to detailed designs) in a duration more than 14 Months but less than 12 Months.	
	100	To complete the design development (Concept to detailed designs) in a duration of 12 Months or less.	

General Returnable Schedules



T2.2-06: INTENTION TO TENDER

EMAIL Transnet National Ports Authority
TO: Attention: Nomvula Makeleni Vundla

Tender No:
TNPA/2024/03/0007/59374/RFP
Closing Date: **17 July 2024**

**PROVISION OF ENGINEERING STUDIES AND TECHNICAL PROCUREMENT
SUPPORT FOR THE EXTENSION OF BERTH 708, 606 AND 208 AT THE PORT OF
RICHARDS BAY**

We: Do wish to tender for the work and shall return
our tender by the due date above.

Check
Yes **No**

Any clarifications are to be mailed to: Tenderenquiriesdpu@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

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		

Signed _____ Date _____
Name _____ Position _____
Tenderer _____



T2.2-09: SKILLS TRANSFER PLAN

A Detailed comprehensive, methodical and time-based engineering skills transfer plan with accredited training is required. These requirements include:

- i. List and type of skills to be transferred,
- ii. List of proposed accredited training,
- iii. A detailed training plan and matrix,
- iv. Method of transferring the skills (practical & theory)

Attached submissions to this schedule:

.....

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

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

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

Name of Company/Members of Joint Venture:

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

T2.2-12 : 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	_____		

SBD 6.1

PREFERENCE POINTS CLAIM FORM

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

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value below R50 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated below 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	20
<ul style="list-style-type: none"> • B-BBEE Level of contributor (1 or 2) - 10.00 • 30% Black Women Owned Entities - 10.00 	
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-BBBEE status level certificate issued by an authorised body or person;
 - ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
 - iii) any other requirement prescribed in terms of the B-BBEE Act.
- (j) **"QSE"** means a Qualifying Small Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (k) **"Rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.
- (l) **"Specific goals"** means targeted advancement areas or categories of persons or groups either previously disadvantaged or falling within the scope of the Reconstruction and Development Programme identified by Transnet to be given preference in allocation of procurement contracts in line with section 2(1) of the PPPFA.

3. POINTS AWARDED FOR PRICE

3.1 THE 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 ¹	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

¹ 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.

- 3.3 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.
- 3.5 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 20 points)
(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

6. SUB-CONTRACTING

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

(Tick applicable box)

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

- 6.1.1 If yes, indicate:

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

(Tick applicable box)

YES		NO	
-----	--	----	--

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.

<p>WITNESSES</p> <p>1.</p>

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

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest² in the enterprise,

employed by the state?

YES/NO

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

Full Name	Identity Number	Name of State institution

² 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 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....
.....

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

YES/NO

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

T2.2-13: VALID EVIDENCE OF TO SPECIFIC GOALS CLAIM

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	<ul style="list-style-type: none"> • B-BBEE Certificate / Sworn - Affidavit / CIPC B-BBEE Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines and, • Certified copy of ID Documents of the Owners which are 30% or more owned by black women

ATTACHED SUBMISSIONS TO THIS SCHEDULE:

.....

.....

.....

.....

.....

.....

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

T2.2-14: DECLARATION OF UNDERSTANDING

PROJECT NAME:		DOCUMENT NO:	
PROJECT NO:		DATE:	
CONTRACTOR:		CONTRACT NO:	

I,

_____ (Name) _____ (Designation)

_____ (Representing)

Declare that I have read and understood the contents of the Construction Environmental Management Plan (ENV-STD-001) and associated documents for the above mentioned Project and Contract.

I also declare that I understand my responsibilities in terms of enforcing and implementing the Environmental Specifications for the aforementioned Contract.

Signed	Signature	Date
Place		
Witness 1:	Signature	Date
Witness 2:		

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/inforeg/>, 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 _____ 20__.

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 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 T2.2-21 "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: 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

T2.2-20 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 SERVICE PROVIDER INTEGRITY PACT

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

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

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

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

PREAMBLE

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

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

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

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

1 OBJECTIVES

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

- a) Enable Transnet to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods and services; and

- b) Enable Tenderers/Service Providers/Contractors to abstain from bribing or participating in any corrupt practice in order to secure the contract.

2 COMMITMENTS OF TRANSNET

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

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

3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

- 3.1 Transnet has a '**Zero Gifts**' Policy. No employee is allowed to accept gifts, favours or benefits.
 - a) Transnet officials and employees **shall not** solicit, give or accept, or from agreeing to solicit, give, accept or receive directly or indirectly, any gift, gratuity, favour, entertainment, loan, or anything of monetary value, from any person or juridical entities in the course of official duties or in connection with any operation being managed by, or any transaction which may be affected by the functions of their office.
 - b) Transnet officials and employees **shall not** solicit or accept gifts of any kind, from vendors, suppliers, customers, potential employees, potential vendors, and suppliers, or any other individual or organisation irrespective of the value.

- c) Under **no circumstances** should gifts, business courtesies or hospitality packages be accepted from or given to prospective suppliers participating in a tender process at the respective employee's Operating Division, regardless of retail value.
 - d) Gratuities, bribes or kickbacks of any kind must never be solicited, accepted or offered, either directly or indirectly. This includes money, loans, equity, special privileges, personal favours, benefit or services. Such favours will be considered to constitute corruption.
- 3.2 The Tenderer/Service Provider/Contractor commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Tender or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Tenderer/Service Provider/Contractor commits to the following:
- a) The Tenderer/Service Provider/Contractor will not, directly or through any other person or firm, offer, promise or give to Transnet or to any of Transnet's employees involved in the tendering process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the tendering process; and
 - b) The Tenderer/Service Provider/Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Transnet, connected directly or indirectly with the tendering process, or to any person, organisation or third party related to the contract in exchange for any advantage in the tendering, evaluation, contracting and implementation of the contract.
- 3.3 The Tenderer/Service Provider/Contractor will not collude with other parties interested in the contract to preclude a competitive Tender price, impair the transparency, fairness and progress of the tendering process, Tender evaluation, contracting and implementation of the contract. The Tenderer / Service Provider further commits itself to delivering against all agreed upon conditions as stipulated within the contract.
- 3.4 The Tenderer/Service Provider/Contractor will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Tenderers/Service Providers/Contractors. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the tendering process.
- 3.5 The Tenderer/Service Provider/Contractor will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Tenderer/Service Provider/Contractor will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as part of the business relationship,

- regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 3.6 A Tenderer/Service Provider/Contractor of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or tendering process. Similarly, the Tenderer / Service Provider / Contractor of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or tendering process.
- 3.7 The Tenderer/Service Provider/Contractor will not misrepresent facts or furnish false or forged documents or information in order to influence the tendering process to the advantage of the Tenderer/Service Provider/Contractor or detriment of Transnet or other competitors.
- 3.8 Transnet may require the Tenderer/Service Provider/Contractor to furnish Transnet with a copy of its code of conduct. Such code of conduct must address the compliance programme for the implementation of the code of conduct and reject the use of bribes and other dishonest and unethical conduct.
- 3.9 The Tenderer/Service Provider/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 3.10 The Tenderer/Service Provider/Contractor confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human Rights, Labour, Anti-Corruption and the Environment when undertaking business with Transnet as follows:
- a) Human Rights
- Principle 1: Businesses should support and respect the protection of internationally proclaimed human rights; and
 - Principle 2: make sure that they are not complicit in human rights abuses.
- b) Labour
- Principle 3: Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining.
 - Principle 4: the elimination of all forms of forced and compulsory labour;
 - Principle 5: the effective abolition of child labour; and
 - Principle 6: the elimination of discrimination in respect of employment and occupation.
- c) Environment
- Principle 7: Businesses should support a precautionary approach to environmental challenges;
 - Principle 8: undertake initiatives to promote greater environmental responsibility; and
 - Principle 9: encourage the development and diffusion of environmentally friendly technologies.
- d) Anti-Corruption
- Principle 10: Businesses should work against corruption in all its forms, including extortion and bribery.

4 INDEPENDENT TENDERING

- 4.1 For the purposes of that Certificate in relation to any submitted Tender, the Tenderer declares to fully understand that the word “competitor” shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:
- a) has been requested to submit a Tender in response to this Tender invitation.
 - b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
 - c) provides the same Goods and Services as the Tenderer and/or is in the same line of business as the Tenderer.
- 4.2 The Tenderer has arrived at his submitted Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium will not be construed as collusive tendering.
- 4.3 In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- a) prices;
 - b) geographical area where Goods or Services will be rendered [market allocation];
 - c) methods, factors or formulas used to calculate prices.
 - d) the intention or decision to submit or not to submit, a Tender.
 - e) the submission of a Tender which does not meet the specifications and conditions of the RFP; or
 - f) tendering with the intention of not winning the Tender.
- 4.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Goods or Services to which his/her tender relates.
- 4.5 The terms of the Tender as submitted have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.
- 4.6 Tenderers are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Tenders and contracts, Tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [**NPA**] for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.
- 4.7 Should the Tenderer find any terms or conditions stipulated in any of the relevant documents quoted in the Tender unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its

company letterhead, attached to its submitted Tender. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be.

5 DISQUALIFICATION FROM TENDERING PROCESS

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

6 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

- 6.1 The process of restriction is used to exclude a company/person from conducting future business with Transnet and other organs of state for a specified period. No Tender shall be awarded to a Tenderer whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. Transnet reserves the right to withdraw an award, or cancel a contract concluded with a Tenderer should it be established, at any time, that a tenderer has been restricted with National Treasury by another government institution.
- 6.2 All the stipulations on Transnet's restriction process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual (CPM included) are

included herein by way of reference. Below follows a condensed summary of this restriction procedure.

- 6.3 On completion of the restriction procedure, Transnet will submit the restricted entity's details (including the identity number of the individuals and registration number of the entity) to National Treasury for placement on National Treasury's Database of Restricted Suppliers for the specified period of exclusion. National Treasury will make the final decision on whether to restrict an entity from doing business with any organ of state for a period not exceeding 10 years and place the entity concerned on the Database of Restricted Suppliers published on its official website.
- 6.4 The decision to restrict is based on one of the grounds for restriction. The standard of proof to commence the restriction process is whether a "*prima facie*" (i.e., on the face of it) case has been established.
- 6.5 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to restricting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.
- 6.6 A Service Provider or Contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.
- 6.7 Grounds for blacklisting include: If any person/Enterprise which has submitted a Tender, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Tender or contract:
 - a) Has, in bad faith, withdrawn such Tender after the advertised closing date and time for the receipt of Tenders;
 - b) has, after being notified of the acceptance of his Tender, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the Tender documents;
 - c) has carried out any contract resulting from such Tender in an unsatisfactory manner or has breached any condition of the contract;
 - d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;
 - e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;
 - f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:
 - (i) he made the statement in good faith honestly believing it to be correct; and
 - (ii) before making such statement, he took all reasonable steps to satisfy himself of its correctness;
 - g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
 - h) has litigated against Transnet in bad faith.

- 6.8 Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National Treasury's database of Restricted Service Providers or Register of Tender Defaulters.
- 6.9 Companies associated with the person/s guilty of misconduct (i.e., entities owned, controlled or managed by such persons), any companies subsequently formed by the person(s) guilty of the misconduct and/or an existing company where such person(s) acquires a controlling stake may be considered for blacklisting. The decision to extend the blacklist to associated companies will be at the sole discretion of Transnet.

7 PREVIOUS TRANSGRESSIONS

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

8 SANCTIONS FOR VIOLATIONS

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

9 CONFLICTS OF INTEREST

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

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

- 9.3 If a Tenderer/Service Provider/Contractor has or becomes aware of a conflict of interest i.e., a family, business and / or social relationship between its owner(s)/ member(s)/director(s)/partner(s)/shareholder(s) and a Transnet employee/ member of Transnet's Board of Directors in respect of a Tender which will be considered for the Tender process, the Tenderer/Service Provider/ Contractor:
- a) must disclose the interest and its general nature, in the Request for Proposal ("RFX") declaration form; or
 - b) must notify Transnet immediately in writing once the circumstances 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

T2.2-22: 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: 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:

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Signed

Date

Name

Position

Tenderer

2.2-24: INSURANCE PROVIDED BY THE CONSULTANT.

Clause 84.1 in NEC3 Engineering & Construction 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 84.2 of the ECC)	Name of Insurance Company	Cover	Premium
Liability for death of or bodily injury to employees of the <i>Contractor</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)			

Signed

Date

Name

Position

Tenderer

To Whom It May Concern,

CERTIFICATE OF INSURANCE: TRANSNET (SOC) LIMITED – PRINCIPAL CONTROLLED INSURANCE

In our capacity as Insurance Brokers to the Transnet Group of Companies, we hereby certify that the undermentioned insurances are currently in place:

INSURED: Transnet (SOC) Limited

PERIOD: 1 April 2024 to 31 March 2025 (Both days inclusive)

DIVISION: Transnet Freight Rail, Transnet Engineering, Transnet Properties, Transnet Pipelines, Transnet National Ports Authority and Transnet Port Terminals

THE INSURED'S VAT NO: 4720103177

THE INSURED'S COMPANY REGISTRATION NO: 1990/000900/30

POSTAL ADDRESS (Head Office) Carlton Centre, 150 Commissioner Street, Johannesburg, 2001

CONTRACT WORKS INSURANCE

Cover Provided : Contract Works - Physical loss or damage to the Property Insured which being materials, plant and other things for incorporation into the permanent works.

Insurer : Mirabilis (Santam Limited)

Policy Number : MZAR35023-CAR

The Contract Site : Any location within the Territorial Limits upon which The Insured Contract is to be executed or carried out as more fully defined in The Insured Contract documents together with so much of the surrounding area as may be required or designated for the performance of The Insured Contract.

Territorial Limits : The Republic of South Africa.

Additional Co-Insureds:

The Contractor: All Contractors undertaking work in connection with The Insured Contract including the Employer to the extent that the Employer undertakes work in connection with The Insured Contract;

Sub-Contractors: All Sub-Contractors employed by the Contractor and all other Sub-Contractors (whether nominated or otherwise) engaged in fulfilment of The Insured Contract; and to the extent required by any contract or agreement; transporters, suppliers, manufacturers, vendors, other persons, persons providing storage facilities, plant

owners and/or operators in respect of liability loss or damage arising out of The Insured Contract; project managers, architects, land surveyors, quantity surveyors, engineers and other advisors or consultants or sub-consultants appointed in the performance of the Insured Contract activities arising at the Contract Site provided always that any such person shall not be insured hereunder in respect of liability loss or damage arising out of such person's error or omission in the performance of the professional services for which he was appointed;

Provincial & Government: any Local Provincial or Government Department with which the Insured enters into any contract or agreement for the performance of The Insured Contract; all for their respective rights and interests.

Insured Contracts : All Contracts (including any undertaking awarded or commenced prior to Inception of the Period of Insurance) involving design, construction, Performance Testing and Commissioning in respect of the Works and shall Include capital expenditure, upgrade, modification, maintenance or overhaul, refurbishment, renovation, retrofitting or alterations and additions to existing facilities undertaken by the Insured or other Insured Parties acting on their behalf but **excluding**;

- a) contracts which at award stage have a value in excess of R 1,000,000,000;
- b) contracts with an estimated construction period exceeding 48 months but increasing to 60 months in respect of rail maintenance contracts and Transnet Freight and Rail contracts for logistical support for inline inspections and identification of defects over a 5 year period in respect of Transnet's pipeline assets (excluding Defects Liability/Maintenance period);
- c) contracts involving construction or erection of petrochemical manufacturing plant(s) but this exclusion shall not apply to pipelines and other associated works undertaken by or on behalf of the Insured;
- d) contracts in or on any aircraft;
- e) Off-shore contracts;
- f) Wet Risk Contracts which at award exceeds R500,000,000;
- g) Dam Contracts
- h) Tunnel contracts which at award exceeds R50,000,000;
- i) Tunnel contracts using tunnel boring machines;
- j) Underground Mining Contracts;
- k) Horizontal Directional Drilling Contracts which at award exceeds R50,000,000;
- l) Horizontal Directional Drilling Contracts where total drilling exceeds 1 km;
- m) Horizontal Directional Drilling Contracts for pipe diameters greater than 76 cm.

Definitions

1. *"Off-shore contracts" means all works and installations in the sea or on the seabed including dredging which are accessible only by ship boat barge or helicopter and do not constitute normal wet works like harbours moles bridges wharves or sewage or cooling water intake or outlet facilities. "OffShore Contracts" shall include oilrigs and oil platforms (but not including oil platforms when connected to the land on completion). The term shall not apply to pre-fabrication works on land associated with an Off-Shore Contract.*

- 2 *"Wet Risk Contracts" shall mean any Contract and/or Works where more than thirty-five (35) percentile of its value is in a permanent body of water or is below the high water mark of any tidal body of water. The term shall include contracts for the construction of wharves, piers, marinas, causeways, breakwaters, jetties, dry docks and offshore pipelines when connected directly to on-shore facilities and canal developments. Wet Risks shall exclude Off- Shore Contracts;*
- 3 *"Dam Contracts", which term shall include weirs and hydroelectric projects involving the construction of dams or weirs;*
- 4 *"Horizontal Directional Drilling Contracts", means micro-tunnelling work for the construction of tunnels utilising surface based horizontal directional drilling equipment.*
- 5 *Tunnels" means Tunnels (Including declines) involving all of the following;*
 - (a) Works below ground level; and
 - (b) Tunnelling machinery below ground level; and
 - (c) A tunnelling crew operating the machinery below ground level;
 - (d) But shall not include Horizontal Directional Drilling Contracts
- 6 *"Horizontal Directional Drilling Contracts", means micro-tunnelling work for the construction of tunnels utilising surface based horizontal directional drilling equipment.*
- 7 *"Underground Mining Contracts", which shall mean any contract involving underground mining.*

Testing Period: 120 Days not consecutive.

Maintenance Period : 12 Months

Main Policy Extensions :

- Costs & Expenses - Limited to a maximum of R50,000,000.
- Expediting Measures – Limited to a maximum of R50,000,000.
- Professional Fees In Reinstatement Of Property Insured - Limited to a maximum of R50,000,000.
- Costs & Expenses For Removal Of Debris No Damage - Limited to a maximum of R50,000,000.
- Surrounding Property in care custody or control of the contractor – Limited to a maximum of R55,000,000.
- Fire Brigade & Public Authorities - Limited to a maximum of R10,000,000.
- Public Authority Reinstatement Costs - Limited to a maximum of R20,000,000
- Public Relationship Costs - Limited to a maximum of R1,000,000.
- Records - Limited to a maximum of R2,000,000.
- Removal to Gain Access - Limited to a maximum of R20,000,000

- Road Reserve and Servitude Extensions - Limited to a maximum of R10,000,000
- Search & Locate Costs - Limited to a maximum of R20,000,000.
- Borrowing Of Plant For Commissioning Purposes - Limited to a maximum of R10,000,000
- Escalation during Construction – 30%
- Marine Contribution Clause
- Claim Preparation Costs – Limited to a maximum of R10,000,000

Main Policy Exclusions :

- War
- Nuclear Energy Risks
- Terrorism
- Computer Loss General Exception
- DE4 (All types of Works) for defective material workmanship design plan or specification.
- LEG 3 (Mechanical or Electrical Engineering Works only) for defective material workmanship design plan or specification. Limited to maximum of 10% of the total estimated contract value in the aggregate.
- Loss or damage arising during air transit or any ocean voyage or whilst in storage thereafter.
- Occurring during any defects/maintenance period unless cause occurred prior to such defects/maintenance period
- Disappearance or by shortage revealed during routine inventory or periodic stocktaking.
- Consequential loss of whatsoever nature.
- Normal wear and tear, normal atmospheric conditions, rust, erosion, corrosion or oxidisation.
- Due to its own explosion breakdown or derangement occurring after the Testing Period which has operated under load conditions.
- Second hand property due to its own electrical or mechanical breakdown or explosion.
- Cyber and Data
- Beneficial Occupation – 12 months
- Risk Mitigation – Safety Measures with Respect to Precipitation, Flood and Inundation – 10 years return period

Deductibles:

In respect of loss or damage:

Major Perils shall mean damage caused by storm, rain, tempest, wind, flood, theft, malicious damage, subsidence, collapse, earthquake, testing or commissioning and the consequences of defective design, specification, materials or workmanship (DE4).

Minor Perils shall mean damage caused by a peril not defined as Major Perils defined above.

Contracts with a contract value : Major perils Minor perils



0 to R100,000,000	R25,000	R15,000
R100,000,001 to R250,000,000	R50,000	R15,000
R250,000,001 to R500,000,000	R100,000	R25,000
R500,000,001 to R1,000,000,000	R150,000	R25,000

Minimum wet risk deductible of R100,000 per occurrence to apply.

Electrical Cables, Wiring and Accessories 10% of claim minimum R100,000

LEG 3 Deductible (Only in respect of Mechanical and Electrical contracts);

Contracts with a contract value	Deductible
0 to R500,000,000	R1,000,000 per occurrence
R500,000,001 to R1,000,000,000	R1,500,000 per occurrence

PUBLIC LIABILITY

Cover Provided :	Contract Works Public Liability – cover the Insured’s legal liability in respect of loss or damage or injury to third parties arising out of work performed in respect of the Insured Contracts.
Insurer :	Stalker Hutchinson (Santam Limited)
Policy Number:	6000/132335
Territorial Limits :	The Republic of South Africa.
Insured Contracts:	<p>All contracts (including any undertaking awarded or commenced prior to inception of the period of Insurance) involving design, construction, performance testing and commissioning in respect of the works and shall include capital expenditure, upgrade, modification, maintenance or overhaul, refurbishment, renovation, retrofitting or alterations and additions to existing facilities undertaken by the Insured or other Insured Parties acting on their behalf but Excluding:</p> <ol style="list-style-type: none"> Contracts which at award stage have a value in excess of R 1,000,000,000. Contracts with an estimated construction period at award exceeding 48 months but 60 months in respect of contracts awarded prior to 1 April 2020 for rail maintenance contracts For Transnet Freight & Rail and for Transnet Pipeline’s logistical support for inline inspections and identification of defects in respect of Transnet’s pipeline assets (all excluding Defects Liability/Maintenance period). Contracts with a Contractual Defects Liability Maintenance Period exceeding 24 months. Contracts involving construction or erection of petrochemical manufacturing plant(s) but this exclusion shall not apply to pipelines and other associated works undertaken by or on behalf of the Insured. Contracts in or on any aircraft. Off-shore contracts - “Off-shore contracts” means all works and installations in the sea or on the seabed and do not constitute normal Wet Risk Contracts like

harbours, moles, bridges, wharves or sewage or cooling water intake or outlet facilities, piers, marinas, causeways, breakwaters, jetties, dry docks and offshore pipelines when connected directly to onshore facilities and canal developments. "Off-Shore contracts" shall include oilrigs and oil platforms.

Policy Limits:

Contractors Public Liability	R100,000,000 any one occurrence / unlimited during the Period of Insurance
Contractors Negligent Removal or weakening of Support	R100 000 000 any one occurrence and R100,000,000 per site in the aggregate during the Period of Insurance.
Statutory Legal Defence Costs	*R5 000 000 in the aggregate during the Period of Insurance.
Arrest / Assault / Defamation	*R5 000 000 in the aggregate during the Period of Insurance.
Prevention of Access	*R5 000 000 in the aggregate during the Period of Insurance.
Trespass / Nuisance	*R5 000 000 in the aggregate during the Period of Insurance.
Claims Preparation Costs	R5 000 000 any one occurrence

*Where the limits are noted as in the aggregate during the policy period of insurance, that such aggregated limit is applicable to all Transnet Insured Contracts collectively and in total and does not apply to each contract separately.

Deductible(s) : R50,000 per occurrence but increased to R5,000,000 in respect of Spread of Fire and/or Hot Works and R250,000 in respect of Sudden and Accidental Pollution and/or Goods on the Hook and/or R150,000 in respect of Developers Removal of Support.

General Policy Exclusions :

The policy does not cover:-

- deliberate, conscious and intentional disregard to take reasonable precautions.
- fines, penalties, punitive and exemplary damages.
- Pollution unless caused by a sudden, unintended and unexpected occurrence.
- cost of removing, nullifying or cleaning up the effects of pollution unless caused by a sudden, unintended and unexpected occurrence.
- the hazardous nature of asbestos.
- War And Terrorism Risks.
- Nuclear Risks.

- Actual or alleged unlawful competition, unfair practices, abuse of monopoly power, cartel activities
- Compulsory Insurance
- Loss or damage and any consequence therefrom to any Data. •
- Sanctions Exclusion
- Grid Failure

PROFESSIONAL INDEMNITY

Cover Provided :

Professional Indemnity

- a) In respect of damages which the Insured shall become legally liable to pay in consequence of neglect, error or omission by or on behalf of the Insured in the conduct or execution of their Professional Activities and Duties as defined.
- b) Prior To Handover/Rectification - against loss arising out of any defect in the works discovered prior to the issue of any practical completion or take-over certificate provided that any such defects are caused by a negligent breach of a Professional Activity or Duty by the Insured in consequence of neglect, error or omission by or on behalf of the Insured.

Insurer :

Stalker Hutchinson (Santam Limited)

Policy Number:

6000/132337

Jurisdiction :

Worldwide excluding North America

Insured Contracts:

All contracts (including any undertaking awarded or commenced prior to inception of the period of Insurance) involving design, construction, performance testing and commissioning in respect of the works and shall include capital expenditure, upgrade, modification, maintenance or overhaul, refurbishment, renovation, retrofitting or alterations and additions to existing facilities undertaken by the Insured or other Insured Parties acting on their behalf but **Excluding**:

- a) Contracts which at award stage have a value in excess of R 1,000,000,000.
- b) Contracts with an estimated construction period at award exceeding 48 months (excluding Defects Liability/Maintenance period).
- c) Contracts with a Contractual Defects Liability Maintenance Period exceeding 24 months.
- d) Contracts involving construction or erection of petrochemical manufacturing plant(s) but this exclusion shall not apply to pipelines and other associated works undertaken by or on behalf of the Insured.
- e) Contracts in or on any aircraft.
- f) Off-shore contracts - "Off-shore contracts" means all works and installations in the sea or on the seabed and do not constitute normal Wet Risk Contracts like harbours, moles, bridges, wharves or sewage or cooling water intake or outlet facilities, piers, marinas, causeways, breakwaters, jetties, dry docks and offshore pipelines when connected directly to onshore facilities and canal developments. "Off-Shore contracts" shall include oilrigs and oil platforms.



Limit Of Indemnity: Professional Indemnity - *R100,000,000 in the aggregate during the policy period of insurance.

*Where the limit is noted as in the aggregate during the policy period of insurance, that such aggregated limit is applicable to all Transnet Insured Contracts collectively and in total and does not apply to each contract separately.

Policy Extension
Limits Of Indemnity:

Claims Preparation Costs - *R7,500,000 in the aggregate during the policy period of insurance.
 Loss of Documents - *R2,000,000 in the aggregate during the policy period of insurance.
 Statutory Defence Costs - *R5,000,000 in the aggregate during the policy period of insurance.
 Defamation - *R5,000,000 in the aggregate during the policy period of insurance.
 Infringement of Copyright - *R5,000,000 in the aggregate during the policy period of insurance.

*Where the limits are noted as in the aggregate during the policy period of insurance, that such aggregated limit is applicable to all Transnet Insured Contracts collectively and in total and does not apply to each contract separately.

Deductibles:

R5,000,000 each and every but R10,000 in respect of Claims Preparation Costs, Loss of Documents, Statutory Defence Costs, Defamation and Infringement Of Copyright.

Policy Special Conditions :

Condition precedent to liability that the Insured is fully qualified and registered with the relevant Industry Body/Association in terms of legislation as applicable.

Prior to hand over/rectification – the insured must give prior written notice to the Insurers of the intention to take remedial action to rectify such defect and obtain the Insurers' written agreement to such action being taken and the costs and expenses expected to be expended.

Policy Main Exclusions:

- Excludes all consequential loss other than cost of re-design, rectification and replacement as a consequence of the defect.
- Excludes Supervision.
- Excludes liability arising out of environmental impairment / pollution
- Excludes the cost of removing, nullifying or cleaning-up the effects of environmental impairment/ pollution.
- Excludes war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, any act of terrorism and nuclear risks.
- Excludes fines, penalties, punitive and exemplary damages, multiplication of compensatory damages and/or any other noncompensating damages of any kind.



- Excludes liability from the hazardous nature of asbestos.
- Excludes medical malpractice.
- Excludes failure to meet contractual requirements relating to efficiency, output or durability.
- Excludes failure to meet completion dates
- Excludes the estimation of probable costs other than cost advice and cost planning services normally provided by a Quantity Surveyor or Project manager.
- Excludes incorrect authorisation of payment.
- Excludes breach of any statutory regulation.
- Excludes liability from the insolvency, liquidation or judicial management of the Insured.
- Excludes the certification of value of work executed by any contractor where the Insured has an equity interest in such contractor;
- Excludes liability due to unlawful competition, unfair practices, abuse of monopoly power, cartel activities or breach of a competitions ac
- Sanctions Exclusion
- Grid Failure

This certificate of the insurance cover arranged is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies issued by Insurers.

Dennis Govender

Chief Broking Officer



T2.2-25: 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

T2.2-26: FORECAST RATE OF INVOICING

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

Index of documentation attached to this schedule:

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

Signed

Date

Name

Position

Tenderer

T2.2-27 SUPPLIER DECLARATION FORM

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

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

General Terms and Conditions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SUPPLIER DECLARATION FORM

Supplier Declaration Form

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

CSD Number (MAAA xxxxxxxx):

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

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

	Education al Institution	Specialise d Profession	Financial Institution	Joint Venture	Foreign International	Foreign Branch Office
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Your Current Company's VAT Registration Status	
VAT Registration Number	
If Exempted from VAT registration , state reason and submit proof from SARS in confirming the exemption status	
If your business entity is not VAT Registered, please submit a current original sworn affidavit (see example in Appendix I). Your Non VAT Registration must be confirmed annually.	

Company Banking Details	Bank Name	
Universal Branch Code	Bank Account Number	

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

Company Contact Person Name	
Designation	
Telephone	
Email	

Is your company a Labour Broker?	Yes		No	
Main Product / Service Supplied e.g. Stationery / Consulting / Labour etc.				
How many personnel does the business employ?	Full Time		Part Time	



Please Note: Should your business employ more than 2 full time employees who are not connected persons as defined in the Income Tax Act, please submit a sworn affidavit, as per Appendix II.

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

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

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

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

Supplier Development Information Required	
EMPOWERING SUPPLIER An Empowering Supplier is a B-BBEE compliant Entity which complies with at least three criteria if it is a large Entity, or one	YES <input type="radio"/> NO <input type="radio"/>

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



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

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;



	<p>(c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;</p> <p>(d) Black people living in rural and under developed areas;</p> <p>(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”</p>
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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

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 (**Select one**) of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Vat Number (If applicable)	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as means Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians</p> <p>(a) who are citizens of the Republic of South Africa by birth or descent; or</p> <p>(b) who became citizens of the Republic of South Africa by naturalisation-</p> <p>i. before 27 April 1994; or</p> <p>ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date.</p>
Definition of "Black Designated Groups"	<p>Black Designated Groups means:</p> <p>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</p>



	<ul style="list-style-type: none"> (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;
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3. I hereby declare under Oath that:

- The Enterprise is _____% Black Owned using the flow-through principle 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 Audited Financial Statements/Financial Statements and other information available on the latest financial year-end of (DD/MM/YYYY), 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 level)	
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

Date:

VENDOR REGISTRATION DOCUMENTS CHECKLIST

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

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

The Contract

Part C1: Agreements and Contract Data

C1.1: Form of Offer and Acceptance

C1.1: FORM OF OFFER & ACCEPTANCE

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

PROVISION OF ENGINEERING STUDIES AND TECHNICAL PROCUREMENT SUPPORT FOR THE EXTENSION OF BERTH 708, 606 AND 208 AT THE PORT OF RICHARDS BAY

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

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

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

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

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

Date



Acceptance

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

The terms of the contract, are contained in:

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

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

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms 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.



TRANSNET NATIONAL PORTS AUTHORITY
 TENDER NUMBER: TNPA/2024/03/0007/59374/RFP
 DESCRIPTION OF THE WORKS: PROVISION OF ENGINEERING STUDIES AND TECHNICAL PROCUREMENT
 SUPPORT FOR THE EXTENSION OF BERTH 708, 606 AND 208 AT THE PORT OF RICHARDS BAY

Signature(s)

Name(s)

Capacity

**for the
Employer**

Transnet National Ports Authority, a division of Transnet SOC Limited
 Queens Warehouse, 237 Mahatma Gandhi Road, Durban, 4001

Name &
signature of
witness

*(Insert name and address of
organisation)*

Date

Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		

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

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

For the tenderer:	For the Employer
Signature _____	_____
Name _____	_____
Capacity _____	_____
On behalf of <i>(Insert name and address of organisation)</i> _____	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 and secondary Options	<p>G: Term contract</p> <p>W1: Dispute resolution procedure</p> <p>X2 Changes in the law</p> <p>X5 Sectional completion</p> <p>X7: Delay damages</p> <p>X9: Transfer of Rights</p> <p>X10: <i>Employer's Agent</i></p> <p>X11: Termination by the <i>Employer</i></p> <p>X13: Performance Bond</p> <p>X18: Limitation of Liability</p> <p>Z: Additional conditions of contract</p>
	of the NEC3 Professional Services Contract (June 2005) (amended June 2006 and April 2013)	



10.1	The <i>Employer</i> is (Name):	Transnet SOC Ltd.
	Address	Registered address: Transnet Corporate Centre 138 Eloff Street Braamfontein Johannesburg 2000
	Having elected its Contractual Address for the purposes of this contract as:	Transnet National Ports Authority 1st Floor Bayvue Centre Ventura Road Port of Richards Bay, 3900
11.2(9)	The <i>services</i> are	PROVISION OF ENGINEERING STUDIES AND TECHNICAL PROCUREMENT SUPPORT FOR THE EXTENSION OF BERTH 708, 606 AND 208 AT THE PORT OF RICHARDS BAY
11.2(10)	The following matters will be included in the Risk Register	<ul style="list-style-type: none"> • Traffic Congestion. • Limited availability of berths to conduct. condition assessment and studies.
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	Two (2) weeks
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	
31.2	The <i>starting date</i> is	09 August 2024
11.2(23)	The <i>completion date</i> for the whole of the <i>services</i> is	31 March 2026



31.1	The <i>Consultant</i> is to submit a first programme for acceptance within	Two (2) weeks from the start of each task order								
32.2	The <i>Consultant</i> submits revised programmes at intervals no longer than	Every Four (4) weeks								
4	Quality									
40.2	The quality policy statement and quality plan are provided within	Four (4) weeks after contract award								
5	Payment									
50.1	The <i>assessment interval</i> is on the	Eighth (18 th) day of each successive month and invoice issued on the Twenty-fifth (25 th) day of the month.								
50.3	The <i>expenses</i> stated by the <i>Employer</i> are	<table border="1"> <thead> <tr> <th>Item</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>Economy air fares</td> <td>Charged at proven costs strictly on limits as set out in National Treasury Instructions as amended from time to time.</td> </tr> <tr> <td>Car hire not exceeding group B</td> <td>Charged at proven costs strictly on limits as set out in National Treasury Instructions as amended from time to time.</td> </tr> <tr> <td>Accommodation</td> <td>Charged at proven costs strictly on limits as set out in National Treasury Instructions as amended from time to time.</td> </tr> </tbody> </table>	Item	Amount	Economy air fares	Charged at proven costs strictly on limits as set out in National Treasury Instructions as amended from time to time.	Car hire not exceeding group B	Charged at proven costs strictly on limits as set out in National Treasury Instructions as amended from time to time.	Accommodation	Charged at proven costs strictly on limits as set out in National Treasury Instructions as amended from time to time.
Item	Amount									
Economy air fares	Charged at proven costs strictly on limits as set out in National Treasury Instructions as amended from time to time.									
Car hire not exceeding group B	Charged at proven costs strictly on limits as set out in National Treasury Instructions as amended from time to time.									
Accommodation	Charged at proven costs strictly on limits as set out in National Treasury Instructions as amended from time to time.									
51.1	The period within which payments are made is	Payment will be affected 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 <i>Consultant</i> maintains insurance are	
	Event	Cover
	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 R5 000 000.00 (Five Million Rand) in respect of each claim, without limit to the number of claims
	death of or bodily injury to a person (not an employee of the <i>Consultant</i>) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i>	General Third-Party Liability Insurance for all amounts falling within the excess of the policy, currently R50 000.00 (Fifty Thousand Rand) each and every claim, and/or for all amounts in excess of the policy limits as detailed in the policy document or whatever the <i>Consultant</i> deems desirable in respect of each claim, without limit to the number of claims
		26 Weeks
		0 Weeks



death of or bodily injury to employees of the *Consultant* 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 *Consultant* arising out of and in connection with this contract for any one event is that which is prescribed by the Compensation for Occupation Injuries and Diseases Act No. 130 of 1993 as amended.

0 Weeks

Comprising (as a minimum)
 "Balance of Third Party" Risks including Passenger Liability
 Indemnity for an amount of not less than R 5 000 000.00

Motor Vehicle Liability Insurance

81.2 The *Employer* provides the following insurances

Professional Indemnity insurance in respect of failure of the *Consultant* to use the skill and care normally used by Professionals providing services similar to the *services*

General Third Party Liability cover in respect of death of or bodily injury to a person (not an employee of the *Consultant*) or loss of or damage to property resulting from an action or failure to take action by the *Consultant*



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 Employer's Professional Indemnity (PI) and General Third Party Liability policies, the Consultant's liability will be limited to the excesses applicable under the Employer's Professional Indemnity and General Third Party Liability policies as detailed in the policy wordings. The current excesses amounts to R5 000 000.00 (Five Million Rand) PI and R50 000.00 (Fifty Thousand Rand) General Third Party Liability, respectively, each and every claim. For all matters not covered under the Employer's Professional Indemnity and General Third Party Liability policies the Consultants liability will be limited to the final total of the Prices
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	Four (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 Chairperson of the Association of Arbitrators (Southern Africa) will appoint an <i>Adjudicator</i>
W1.2(3)	The <i>Adjudicator nominating body</i> is:	The Chairperson 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	Richards Bay, KwaZulu Natal, South Africa



The person or organisation who will choose an arbitrator

- if the Parties cannot agree a choice or
- if the *arbitration procedure* does not state who selects an arbitrator, is

The Chairperson of the Association of Arbitrators (Southern Africa)

12 **Data for secondary Option clauses**

X1 Price adjustment for inflation

X1.1 The *Index* is

The "Consumer Price Index (CPI)" for "All Items" as published by Statistics South Africa in Table 1 of the Statistical Release P0141, "Consumer Price Index – Additional Tables". Escalation will only be applicable on the anniversary of the Contract and calculated on the applicable indices at that time and will not change until the next anniversary of the Contract. Escalation will be applied to all outstanding payments.

The *staff rates* are

The staff rates are fixed at the Contract Date and are not variable with changes in salary

X2 Changes in the law

X2.1 The *law of the project* is

The Law of the Republic of South Africa is subject to the jurisdiction of the Courts of South Africa.

X5 Sectional Completion

	<i>section</i>	Description	completion date
X5.1	The <i>completion date</i> for each <i>section</i> of the <i>services</i> is:	1 Desktop studies, condition assessment, Concept layouts and site engineering specialist studies	30 January 2024



	2	Prefeasibility layouts, environmental screening and prefeasibility reports and Order of magnitude estimates etc.	31 March 2025
	3	Detailed designs of berth 708 extension and associated drawings, documents and reports	30 June 2025
	4	Detailed designs of berth 606 extension and associated drawings, documents and reports	28 August 2025
	5	Detailed designs of berth 208 extension and associated drawings, documents and reports	31 October 2025
	6	PLP gate reviews support	31 March 2026
	7	Procurement support	Subject to gate review completion and execution funding approval

X7 Delay Damages

X7.1	Delay damages for Completion of the whole of the <i>services</i> are	R1000.00 per day
-------------	----------------------------------------------------------------------	------------------

X9 Transfer of Rights.

The *Employer* owns the *Consultant* rights over any of the materiel whatsoever prepared for the Services of this Contract by the *Consultant*. The *Consultant* provides on request by the *Employer's* Agent, 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 *Employer*.



X10 The *Employer's Agent*

X10.1 The *Employer's Agent* is TBA

Name:

Address

Transnet National Ports Authority
 Ventura Road,
 Bayvue Building,
 Port of Richards Bay
 3900

The authority of the
Employer's Agent is

The *Employers Agent* is delegated to carry out all the actions of the *Employer* 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 10% of the total of the Prices (Incl. Vat)

X18 Limitation of liability

X18.1 The *Consultant's* liability to the *Employer* for indirect or consequential loss is limited to: The Total of the Prices

X18.2 The *Consultant's* liability to the *Employer* for Defects that are not found until after the *defects date* is limited to: The cost of correcting the defect.

Z *Additional conditions of contract*

The *additional conditions of contract* are

Z1: Obligations in respect of Joint Venture Agreements



Z1.1

Insert the additional core clause 21.5

21.5.1 In the instance that the *Consultant* is a joint venture, the *Consultant* shall provide the *Employer* with a certified copy of its signed joint venture agreement, and in the instance that the joint venture is an 'Incorporated Joint Venture,' the Memorandum of Incorporation, within Four (4) weeks of the Contract *starting date*.

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

- A brief description of the Contract and the Deliverables.
- The name, physical address, communications addresses and domicilium citandi et executandi of each of the constituents and of the Joint Venture;
- The constituents' interests.
- A schedule of the insurance policies, sureties, indemnities and guarantees which must be taken out by the Joint Venture and by the individual constituents.
- Details of an internal dispute resolution procedure.

Written confirmation by all of the constituents:

- i. of their joint and several liability to the *Employer* to Provide the *services*;
 - ii. proof of separate bank account/s in the name of the joint venture;
 - iii. identification of the leader in the joint venture confirming the authority of the leader to bind the joint venture through the *Consultant's* representative;
 - iv. Identification of the roles and responsibilities of the constituents to provide the *services*.
- Financial requirements for the Joint Venture:
 - i. the working capital requirements for the Joint Venture and the extent to which and manner whereby this will be provided and/or guaranteed by the constituents from time to time;
 - ii. the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture;

**Z1.2**

Insert additional core clause 21.6

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

Z2 Additional obligations in respect of Termination

Z2.1

The following will be included under core clause 90.1:
 In the second main bullet, after the word 'partnership' add 'joint venture whether incorporate or otherwise (including any constituent of the joint venture)' and

Under the second main bullet, insert the following additional bullets after the last sub-bullet:

- commenced business rescue proceedings
- repudiated this Contract

Z2.2

Clause 90.5 is added as an additional clause

Where all or part of the Services are suspended for a period of six months or more either party may terminate the Contract by notifying the other.

Z3 Additional obligations in respect of Termination

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)'

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	<p>Protection of Personal Information Act</p> <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	<i>Consultant's</i> Responsibility for the Design
Z7.1	<p>The <i>Consultant</i> shall be fully liable and responsible for the engineering design as per the Scope, which will be produced and provided by <i>Others</i>. The <i>Consultant</i> shall not provide an alternate design.</p>

**Z7.2**

Failure by the *Consultant* to take full responsibility for the postulated design shall result in breach of this contract. At contract stage the design provided by *Others* as Annexed to the Scope, shall become the *Consultant's* design. As such, the *Consultant* 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 *services*.

In addition, the *Consultant* 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.

The *Consultant* takes on the responsibility of a "registered person" in accordance to the ECSA Code of Conduct.

Z8 Additional Clause Relating to the *Employer's* rights to take appropriate action



Z8.1	Any declared, exposed or confirmed tender rigging.
Z8.2	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.
Z8.3	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.
Z8.4	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.
Z8.5	If the <i>Consultant</i> is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuity, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the <i>Employer</i> , the <i>Employer</i> shall be entitled to terminate the contract forthwith and take any other action as appropriate against the <i>Consultant</i> (including civil or criminal action).
Z9	<p>The contract award is made without prejudice to any rights the <i>Employer</i> may have to take appropriate action later with regard to:</p> <p>Politically Exposed Persons including any allegations with regards to State Capture.</p>



Z10	The contract award is made without prejudice to any rights the Employer may have to take appropriate action later with regard to:	Blacklisting by any State Entity on the National Treasury database.
Z11	Time	
Z11.1		<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>. Consequently, 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>
Z12	Compensation Events	
Z12.1		<p>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>.</p>
Z13	Limitation of liability	
Z13.1		<p>Add to core clause 82.1 and X18</p>
Z13.2		<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>
Z14	Additional clauses relating to cession of rights	



Z14.1		Add to core clause 12.3 Any extension, concession, waiver or relaxation of any action by the Parties, the <i>Employers' Agent</i> or <i>Adjudicator</i> does not constitute a waiver of rights and does not give rise to an Estoppel or Lien, unless the Parties agree otherwise and confirm such an agreement in writing.
Z15	<i>Employer's Step-in rights</i>	
Z15.1		If the <i>Consultant</i> defaults by failing to comply with his obligations and fails to remedy such default within Two (2) weeks of the notification of the default by the <i>Employer's Agent</i> , the <i>Employer</i> , without prejudice to his other rights, powers and remedies under the contract, may remedy the default either himself or procure a third party (including any <i>sub-consultant</i> or supplier of the <i>Consultant</i>) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the <i>Consultant</i> .
Z15.2		The <i>Consultant</i> co-operates with the <i>Employer</i> and facilitates and permits the use of all required information, materials and other matter (including but not limited to documents and all other drawings, CAD materials, data, software, models, plans, designs, programs, diagrams, evaluations, materials, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the <i>Consultant</i> under the contract or otherwise for and/or in connection with any subsequent <i>works</i>) and generally does all things required by the <i>Employers' Agent</i> to achieve this end.
Z16	First Assessment Interval	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.



11.2(10)		The following matters will be included in the Risk Register <ul style="list-style-type: none"> • Traffic Congestion. • Limited availability of berths to conduct. condition assessment and studies.
11.2(13)	The <i>staff rates</i> are:	Refer to Part C2.2 Pricing Data
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	Set out in the task order

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 Works 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 Corporate 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 Contractor} (the *Contractor*), for

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

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 / works 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*, *Project Manager*, *works* 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 *Contractor* in any manner which the *Employer* deems fit and without being advised thereof the Guarantor shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the Guarantor. Without derogating from the foregoing compromise, extension of the construction period, indulgence, release or variation of the *Contractor's* obligation shall not affect the validity of this Performance Guarantee.
6. This Performance Guarantee will lapse on the earlier of:
- the date that the Guarantor receives a notice from the *Project Manager* stating that the Completion Certificate for the whole of the *works* has been issued, that all amounts due from the *Contractor* as certified in terms of the Contract have been received by the *Employer* and that the Contractor 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 *Project Manager*.
7. Always provided that this Performance Guarantee will not lapse in the event the Guarantor is notified by the *Project Manager*, (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 *Project Manager* to the Guarantor calling up this Performance Guarantee stating that:
- 8.1 The Contract has been terminated due to the *Contractor'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 _____ 201__
 at _____ this _____

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

Part C2: Pricing Data

C2.1 Pricing Instructions – Option G

PART 2: PRICING DATA

Document reference	Title: Provision of engineering studies and technical procurement support for the extension of Berth 708, 606 and 208 at the Port of Richards Bay	No of pages
C2.1	Pricing instructions: Option G: Term Contract with task orders	1-2
C2.2	Activity Schedule (Option G)	3-16

C2.1 Pricing Instructions: Option G

1. The *conditions of contract*

1.1. How the contract prices work and assess it for progress payments

Clause 11 in NEC3 Professional Services Contracts, June 2005, (or latest amendments) Option G states:

(17) The Price for Services Provided to Date is, for each Task, the total of

- the Time Charge for work which has been completed on time-based items on the Task Schedule and,
- a proportion of the lump sum price for each other item on the Task Schedule which is the proportion of work completed on that item.

(20) The Prices are

- the Time Charge for items described as time-based on the Task Schedule and
- the lump sum price in the Task Schedule for each other item.

(21) A Task is work within the services which the Employer may instruct the Consultant to carry out within a stated period of time.

(22) Task Completion is when the Consultant has done all the work which the task Order requires him to do by the Task Completion Date, and corrected defects which would have prevented the Employer or Others from using the services and Others from doing their work

(23) Task Completion Date is the date for completion stated in the Task Order unless later changed in accordance with this contract.

(24) A Task Order is the Employer's instruction to carry out a Task.

(25) The Task Schedule is the task schedule unless later changed in accordance with this contract.

1.2. Measurement and Payment

- 1.2.1 The Activity Schedule provides the basis of all valuations of the Price for Work Done to Date, payments in South African Rands, price adjustments for inflation and general progress monitoring.
- 1.2.2 The amount due at each assessment date is based on **completed activities and/or milestones** as indicated on the Activity Schedule.
- 1.2.3 The Activity Schedule work breakdown structure provided by the *Contractor* is based on the Activity Schedule provided by the *Employer*. The activities listed by the *Employer* are the minimum activities acceptable and identify the specific activities which are required to achieve Completion. The activity schedule work breakdown structure is compiled to the satisfaction of the *Project Manager* with any additions and/or amendments deemed necessary.
- 1.2.4 The *Contractor's* detailed Activity Schedule summates back to the Activity Schedule provided by the *Employer* and is in sufficient detail to monitor completion of activities related to the Accepted Programme in order that payment of completed activities may be assessed.
- 1.2.5 The short descriptions in the Activity Schedule are for identification purposes only. All work described in the Works Information is deemed included in the activities.
- 1.2.6 The Activity Schedule is integrated with the Prices, Accepted Programme and where required the forecast rate of payment schedule.
- 1.2.7 Activities in multiple currencies are separately identified on both the Activity Schedule and the Accepted Programme for each currency.
- 1.2.8 The tendered total of the prices as stated in the Contract Data is obtained from the Activity Schedule summary. The tendered total of the prices includes for all direct and indirect costs, overheads, profits, risks, liabilities and obligations relative to the Contract.

C2.2 Activity Schedule



2.2 ACTIVITY SCHEDULE

The Tenderer details his Activity Schedule below or refers to his Activity Schedule and attaches it to this schedule.

The details given below serve as guidelines only and the Tenderer may add/split/combine the activities to suit his particular methods.

PROVISION OF ENGINEERING STUDIES AND TECHNICAL PROCUREMENT SUPPORT FOR THE EXTENSION OF BERTH 708, 606 AND 208

Item	Description	Unit	Quantity	Rate	Total
1. Preliminary and General					
1.1	Fixed charged items	Sum	1		
1.2	Time related items	Sum	1		
1.3	Skill Transfer The Consultant shall mentor 2 of Transnet NPA Engineers for the duration of the contract, they shall be involved in the execution of all the tasks related to the scope of work of this study.	Sum	1		
Subtotal (Excl. VAT) to be carried forward to the summary section.					
2. Integrity Analysis including Structural Conditions Assessment per scope of work (Berth 606-609, 701-708,801&804 and 208)					
Berth structural condition Assessment and Reporting					
2.1	Conduct an assessment in accordance with relevant marine structures assessment standards and procedures which shall include concrete coring and testing, bollards non-destructive testing etc.	Sum	1		



Item	Description	Unit	Quantity	Rate	Total
Structural Adequacy Assessment and reporting					
2.2	Consultant shall conduct a load bearing capacity analysis of the current berths considering the future anticipated vessels sizes.	Sum	1		
2.3	The Consultant shall investigate measure to be implemented on the quay structure to increase the loading response against the bigger vessels.	Sum	1		
2.4	The Consultant conduct the structural adequacy assessment including calculations to determine the structural adequacy of berth 208, and 600; 700, 800 berths series to accommodate vessels outline in the scope of works,	Sum	1		
Subtotal (Excl. VAT) to be carried forward to the summary section.					
3. Berth 708, 606, and 208 extensions Engineering specialist studies and Reporting					
Task Order 1A: Engineering specialist study and Reporting, including all other studies deemed required by the consultant as per the Scope of works (C3 Works information)					
3.1	The Consultant shall conduct a detailed geotechnical investigation for all proposed berth extension, the Consultant shall cover areas around the proposed structure, e.g., berth pocket/basin, back of quay area.	Sum	1		
3.2	The Consultant shall conduct a topographic survey where required, e.g., back of quay area, surf zones, proposed extension area coverage.	Sum	1		
3.3	The Consultant shall conduct a vessel movement simulation study for the proposed extension operations.	Sum	1		



Item	Description	Unit	Quantity	Rate	Total
3.4	The Consultant shall conduct all applicable hydrographic surveys where required, e.g., hydrographic surveys, berth metric surveys etc.	Sum	1		
Subtotal (Excl. VAT) to be carried forward to the summary section.					
4. Berth 708 Extension					
Task Order 1A: Berth 708 Design development: Concept to Prefeasibility design including studies as per the Scope of works (C3 Works information)					
4.4	The <i>Consultant</i> shall propose the suitable conceptual layout required to extend berth 708 in order to accommodate the recommended vessel for current and future operations.	Sum	1		
4.5	Conduct business evaluation using Multi-Criteria Analysis (MCA) to adopt feasible berth extension option.	Sum	1		
4.6	The <i>Consultant</i> to conduct the prefeasibility designs of the proposed berth 708 extension including related bulk services and berth furniture. The Consultant to produce drawings and related Engineering reports.	Sum	1		
4.7	The <i>Consultant</i> shall produce a Prefeasibility rendered 3D model drawing of the proposed berth extension.	Sum	1		
Task order 1B: Feasibility and Procurement Support services. As per the scope of works. (C3 Works information)					
4.8	The <i>Consultant</i> to conduct the feasibility designs for berth 708 extension including related bulk services and berth furniture. The	Sum	1		



Item	Description	Unit	Quantity	Rate	Total
	Consultant to produce drawings and related reports.				
4.9	The <i>Consultant</i> shall produce a Feasibility 3D model drawing of the berth extension, modeling the items mentioned on the Scope of works.	Sum	1		
4.10	The <i>Consultant</i> to compile all project management documents required to enable construction as per the task order 1B.	Sum	1		
4.11	The Consultant shall compile a detailed construction phase cost estimate for the adopted extension option.	Sum	1		
4.12	The Consultant shall compile a detailed construction phase cost estimate together detailed BOQ to be issued for construction tender	Sum	1		
4.13	The <i>Consultant</i> to provide procurement support function to the client during Construction Contractor appointment process as per the scope of works.	Sum	1		
3.14	Provide project schedules for construction of the proposed options.	Sum	1		
Subtotal (Excl. VAT) to be carried forward to the summary section.					
5. Berth 606 Extension					
Task Order 1A: Berth 606 Design development: Concept to Prefeasibility design including studies as per the Scope of works (C3 Works information)					
5.1	The Consultant shall propose the suitable conceptual layout required to extend berth 606 in order to accommodate the recommended	Sum	1		



Item	Description	Unit	Quantity	Rate	Total
	vessel for current and future operations.				
5.2	Conduct business evaluation using Multi-Criteria Analysis (MCA) to adopt feasible berth extension option.	Sum	1		
5.3	The Consultant to conduct the prefeasibility designs of the proposed berth 606 extension including related bulk services and berth furniture. The Consultant to produce drawings and related Engineering reports.	Sum	1		
5.4	The <i>Consultant</i> shall produce a Prefeasibility rendered 3D model drawing of the proposed berth extension.	Sum	1		
Task order 1B: Feasibility and Procurement Support services as per the scope of works (C3 Works information).					
5.5	The <i>Consultant</i> to conduct the feasibility designs for berth 606 extension including related bulk services and berth furniture. The Consultant to produce drawings and related reports.	Sum	1		
5.6	The <i>Consultant</i> shall produce a Feasibility 3D model drawing of the berth extension, modeling the items mentioned on the Scope of works.	Sum	1		
5.7	The <i>Consultant</i> to compile all project management documents required to enable construction as per the task order 1B.	Sum	1		



Item	Description	Unit	Quantity	Rate	Total
5.8	The Consultant shall compile a detailed construction phase cost estimate for the adopted extension option.	Sum	1		
5.9	The Consultant shall compile a detailed construction phase cost estimate together detailed BOQ to be issued for construction tender	Sum	1		
5.10	The <i>Consultant</i> to provide procurement support function to the client during Construction Contractor appointment process as per the scope of works.	Sum	1		
5.11	Provide project schedules for construction of the proposed options	Sum	1		
Subtotal (Excl. VAT) to be carried forward to the summary section.					
6. Berth 208 Extension,					
Task Order 1A: Berth 208 Design development: Concept to Prefeasibility design including studies as per the Scope of works (C3 Works information)					
6.1	The Consultant shall propose the suitable conceptual layout required to extend berth 208 in order to accommodate the recommended vessel for current and future operations.	Sum	1		
6.2	Conduct business evaluation using Multi-Criteria Analysis (MCA) to adopt feasible berth extension option.	Sum	1		
6.3	The Consultant to conduct the prefeasibility designs of the proposed berth 208 extension including related bulk services and berth furniture. The	Sum	1		



Item	Description	Unit	Quantity	Rate	Total
	Consultant to produce drawings and related Engineering reports.				
6.4	The <i>Consultant</i> shall produce a Prefeasibility rendered 3D model drawing of the proposed berth extension.	Sum	1		
Task order 1B: Feasibility and Procurement Support services. As per the scope of works (C3 Works information).					
6.5	The <i>Consultant</i> to conduct the feasibility designs for berth 208 extension including related bulk services and berth furniture. The Consultant to produce drawings and related reports.	Sum	1		
6.6	The <i>Consultant</i> shall produce a Feasibility 3D model drawing of the berth extension, modeling the items mentioned on the Scope of works.	Sum	1		
6.7	The <i>Consultant</i> to compile all project management documents required to enable construction as per the task order 1B.	Sum	1		
6.8	The Consultant shall compile a detailed construction phase cost estimate for the adopted extension option.	Sum	1		
6.9	The Consultant shall compile a detailed construction phase cost estimate together detailed BOQ to be issued for construction tender.	Sum	1		
6.10	The <i>Consultant</i> to provide procurement support function to the	Sum	1		



Item	Description	Unit	Quantity	Rate	Total
	client during Construction Contractor appointment process as per the scope of works.				
6.11	Provide project schedules for construction of the proposed options.	Sum	1		
Subtotal (Excl. VAT) to be carried forward to the summary section.					
Item	Description	Unit	Quantity	Rate	Total
7. Berth 208, 606 and 708 Extension Environmental Investigation and Reporting					
7.1	The <i>Consultant</i> shall provide an Environmental screening report for all recommended options: The report shall include detailed information on each applicable study and subsequent timeline to conduct that study.	Each site	3		
7.2	Conduct detailed climate change and detailed environmental study for the preferred option including Wind motion, estuary, aquatic, wave motion study etc., and all studies that will be required execution permit/license applications for the preferred option.	Each Site	3		
7.3	The Contractor to obtain all applicable legislative and regulatory permits required to enable construction.	Sum	1		
Subtotal (Excl. VAT) to be carried forward to the summary section.					



ACTIVITY SCHEDULE SUMMARY

Summary	Description	Unit	Total
1	Preliminary and General	Sum	
2	Structural Integrity Analysis including Structural Conditions Assessment	Sum	
3	Engineering specialist studies and Reporting	Sum	
4	Concept to Feasibility Level Designs - Berth 708 Extension	Sum	
5	Concept to Feasibility Level Designs - Berth 606 Extension	Sum	
6	Concept to Feasibility Level Designs - Berth 208 Extension	Sum	
7	Environmental Investigations and Reporting	Sum	
Grand Total (Excl. VAT) to be transferred to the form of offer.			



Section 2: Task Order 2: Construction Supervision and Commissioning Rates.

Notes: Year 1 will be referencing a year immediately after the completion of the detailed designs for all berths.

Task order 2 will be effective upon successful completion of task order 1.

Task order 2A: Construction Supervision of the Berth 708 extension.

Item No.	Description	Quantity	Year 1 Rates	Year 2 Rates	Year 3 Rates	Year 4 Rates	Year 5 Rates
1.	Preliminary and general	Sum					
2.	Construction site supervision for the duration of the Project construction, (An hourly rate shall be provided for each required personnel for supervision including escalation)	Rate only for each personnel (With the list of all personnel)					
3.	Design related cost (Hourly rate for required office technical support during supervision including escalation)	Rate only (With the list of all personnel)					
4.	Consultant site office if required.	Sum					
5.	Road Travel for all required resources. (Number of Km shall be stipulated)	Rate only (Per Km)					



6.	Air Travel for all required resources. (Number of flights shall be stipulated)	Rate only (Per Flight)					
7.	Accommodation for full time site personnel	Rate only					

Task order 2B: Construction Supervision of the Berth 606 extension.

Item No.	Description	Quantity	Year 1 Rates	Year 2 Rates	Year 3 Rates	Year 4 Rates	Year 5 Rates
1.	Preliminary and general	Sum					
2.	Construction site supervision for the duration of the Project construction, (An hourly rate shall be provided for each required personnel for supervision including escalation)	Rate only for each personnel (With the list of all personnel)					
3.	Design related cost (Hourly rate for required office technical support during supervision including escalation)	Rate only (With the list of all personnel)					
4.	Consultant site office if required.	Sum					



5.	Road Travel for all required resources. (Number of Km shall be stipulated)	Rate only (Per Km)					
6.	Air Travel for all required resources. (Number of flights shall be stipulated)	Rate only (Per Flight)					
7.	Accommodation for full time site personnel	Rate only					

Task order 2C: Construction Supervision of the Berth 208 extension.

Item No.	Description	Quantity	Year 1 Rates	Year 2 Rates	Year 3 Rates	Year 4 Rates	Year 5 Rates
1.	Preliminary and general	Sum					
2.	Construction site supervision for the duration of the Project construction, (An hourly rate shall be provided for each required personnel for supervision including escalation)	Rate only for each personnel (With the list of all personnel)					



3.	Design related cost (Hourly rate for required office technical support during supervision including escalation)	Rate only (With the list of all personnel)					
4.	Consultant site office if required.	Sum					
5.	Road Travel for all required resources. (Number of Km shall be stipulated)	Rate only (Per Km)					
6.	Air Travel for all required resources. (Number of flights shall be stipulated)	Rate only (Per Flight)					
7.	Accommodation for full time site personnel	Rate only					

Part C3: Scope of Services

PART C3: SCOPE OF SERVICE

Document reference	Title: PROVISION OF ENGINEERING STUDIES AND TECHNICAL PROCUREMENT SUPPORT FOR THE EXTENSION OF BERTH 708, 606 AND 208 AT THE PORT OF RICHARDS BAY
C3.1	This cover page
C3.2	Employer's Works Information: General information
Appendices	Consultant Works Information: Scope of Service
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SECTION 1

1 Description of Services.

1.1 Executive overview

The works that the *Consultant* is to perform involve the following and all works shall be done according to all applicable standards and regulations,

❖ **Existing Bayvue Precinct berths structural integrity assessment.**

- Conduct a structural condition assessment using applicable marine structural condition assessment manuals.
- Conduct structural integrity assessment to check the ability of the quay structure to accommodate vessels with higher Dead Weight Tonnage (DWT) than the allowable design limit. i.e., *Consultant* shall conduct a load capacity analysis of the current berths considering the future anticipated vessels sizes.
- Conduct the assessment to validate the need to reconfigure certain berths to handle longer vessels without affecting the structural integrity of the quay wall infrastructure.

❖ **Existing Bayvue Precinct Berth structural integrity increase consideration.**

- The *Consultant* shall investigate measures to be implemented on the quay structure to increase the loading response against the bigger vessels we are currently accommodating and anticipated future vessels with higher LOA and DWT than the design limits.
- The *Consultant* shall conduct design development from concept to feasibility engineering design for the recommended measures.
- Compile detailed BOQ with rates to formulate cost estimate for the recommended works to be conducted on berths.

❖ **New Berth extension consideration.**

- Conduct an MCA to adopt feasible berth extension engineering solution: Quay wall, isolated dolphin, and dolphin berthing structure option.
- Conduct design development from concept to feasibility engineering design for the adopted berth extension engineering option.
- Conduct environmental screening and outline all anticipated environmental studies required.

-
- If detailed environmental impact assessment (EIA) is required, the *Consultant* shall appoint a competent environmental specialist/Professional to conduct all environmental studies for the berth extensions. The Environmental professional shall apply for all applicable authorizations and permits required to execute this project from design development to construction and commissioning.
 - The *Consultant* shall appoint a Health and safety agent that will fulfil all health and safety requirements for the project from design development and construction. The Agent shall apply for all applicable permits and authorizations required to execute designs and construction of the project.
 - The *Consultant* shall conduct climate study: Currents, wind, estuary, waves etc, to validate the feasibility of the adopted engineering solutions.
 - The *Consultant* shall conduct computerized vessel simulations for the operations of the proposed berth extensions.
 - The study shall be conducted under the supervision of the *Professional Engineer (Civil)* and be approved by a *Professional Engineer (Civil)*.

1.2 Employer's objectives

The *Employer's* objective is to conduct a structural capacity assessment and design development of the proposed berth extension engineering solutions within the Port. Currently certain berths within the Port of Richards Bay have insufficient berthing lengths and DWT capacity as they are unable to accommodate larger vessels and a feasibility study is required in order to provide proper remedial actions to improve berthing capacity within the Port.

1.3 Applicable standards

The project shall comply with the following standards but not limited to, the *Consultant* shall advise and apply all required standards and guidelines needed to execute the scope.

- South African National standards (SANS).
- Project Life Cycle Process.
- Engineering standards and requirements.
- National Water Act (Act 36 of 1998).
- National Environmental Management Act (Act 107 of 1998).
- SANS 1200 - Standardized Specification for Civil Engineering Construction.
- Occupational health and safety act, 1998
- Port Engineering Handbook, 2015

- PIANC guidelines.
- National Port Act.
- National Fire Protection Association (NFPA) regulation 59A
- Port Designer’s Handbook, 2014
- BS 6349, Maritime: Works, Parts 1 to 8.

1.4 Interpretation and terminology

The following abbreviations are used in this Works Information:

Abbreviation	Meaning given to the abbreviation
DWG	Drawings
Native	Original electronic file format of documentation
BOQ	Bill of Quantity
SANS	South African National Standards
SES	Standard Environmental Specification
BS	British Standard
SHE	Safety, Health, and Environment
TNPA	Transnet National Ports Authority
CA	Contract Administrator
PM	Project Manager
PEO	Project Environment Officer
EMP	Environmental Management Plan
CM	Construction Manager
PPE	Personal Protective Equipment
NEC3 ECC	NEC3 Engineering and Construction Contract
LOA	Length Overall

2 Engineering and the *Consultant* design.

2.1 Employer's design

- I. The *Employer's* design for the works are as follows and are as contained in the drawing number outlined. Detailed drawings are attached.
 - Available Berth 708, 606 and 208 design information.
 - Hydrographic surveys.
- II. The *Employer* grants the *Consultant* a licence to use the copyright in design data presented to the *Consultant* for the purpose of the works (and the *Consultant* obligation under paragraph 2.2 of the *Employer's* Works Information) only.

2.2 Parts of the works which the *Consultant* is to design.

- Structural loading adequacy assessment including loading check calculations of all Bayvue precinct (600, 700 and 800 series) and 200 series berths.
- Design acceptable structural berth extension to provide sufficient berthing clearance under normal working conditions and severe weather conditions. The *Consultant* to make recommendation to which condition to design for based on their analysis.
- Design acceptable structural berth extension.
- The *Employer's* design for the works may be altered if the *Consultant's* suggestions are approved by the Project Manager. The Project Manager will provide the *Consultant* with all relevant drawings required to do the work.
- The *Consultant* to perform the following scope as part of the design development of the berth 208, 606 and 708. The *Consultant* will be awarded with two (2) task orders, however Task order Two will be effective once the *Consultant* has fully delivered the design from concept to detailed design and the Tender has been awarded to a *Construction Contractor* for implementation. The *Employer* reserves the right to terminate the task orders if the *Consultant* is not performing to an acceptable level.

2.3 Task Order 1A: Design development: Concept to Prefeasibility design including studies.

I. Geotechnical, topographic, and hydrographic surveys

- The *Consultant* shall conduct a detailed geotechnical investigation for all proposed berth extensions and the back of the quay area.
- The *Consultant* shall conduct a detailed topographic survey for a proposed berth extension and back of quay area.
- The *Consultant* shall analyze the hydrographic survey supplied by TNPA, any other hydrographic information required that TNPA cannot supply shall be done at the cost the *Consultant*.

II. Current Berths structural capacity considerations.

- The *Consultant* shall conduct a structural condition assessment for all berths at 700, 800, 600 and 200 series berths.
- The *Consultant* shall conduct the structural adequacy assessment including:
 - Calculations to determine the structural adequacy of berth 600, 700, 800 and 200 berth series to accommodate vessels outlined in table 1.
 - Concrete testing
 - Berth furniture (Bollards, fenders etc.) capacity analysis
- Investigate the concrete panel under berth 606 and recommend a method to be used for removal. Investigate whether it is a structural support or normal staircase that can be removed without compromising the structural integrity of the structure. If it is considered as a structural support, a mechanism to stabilize the structure shall be recommended, the proposed mechanism shall allow ease of fully utilizing the berth without the mechanism being an obstruction.
- The *Consultant* shall conduct the structural adequacy investigation for vessel 2 and recommend if berths outlined on the table can handle design vessel 2 outlined in table 1.
- Furthermore, if vessel 2 fails the structural adequacy test, the *Consultant* shall conduct the structural adequacy investigation using vessel 1.
- If vessels outlined on table 1 fails the structural adequacy test; the consultant shall recommend the vessel size that can be safely accommodated on the berths which have greater deadweight tonnage than the original design vessel outlined on table 1 and current vessels being handled at different berths.

- The *Consultant* shall evaluate the space available on each site and recommend the allowable extension in terms of length in meters and drawing layouts, the recommendations shall meet the requirement of this project.
- The *Consultant* shall recommend the structural modifications that are required for the structure to handle the recommended vessels with higher DWT than the maximum allowable design DWT limit. Which shall include the following:
 - Fender requirements
 - Bollard’s requirements
 - Dredging requirement if needed
 - Quay wall structural bracing or structural improvement requirements to improve response to loading impact if needed
- The *Consultant* shall recommend berths that need to be configured to meet the needs of the future vessel, e.g., where three berths need to be configured to two berths because of space limitations for extension or design layout configuration.
- The Consultant shall provide professional recommendation with regards to the maximum vessel each berth can accommodate and to be adopted as future operational parameters of the Port.
- **Proposed Design vessel considerations.**

Table 1A Design vessel considerations for the study.

Berth	OPTION A: 606-609	
Criteria	Vessel 1	Vessel 2
Design DWT (tonnage)	80 000	125 000
LOA(m)	240	255
Lpp(m)	228	242
Beam(m)	36.5	39
Draft(m)	-14	-15.3

Table 1B Design vessel considerations for the study.

Berth	Berth 706-708 MPT	
Criteria	Vessel 1	Vessel 2
Design DWT (tonnage)	80 000	125 000
LOA(m)	210	255



Lpp(m)	200	242
Beam(m)	36.5	-15.3
Draft(m)	-14	

Berth	Berth 701 and 705 Bulk carrier			Berth 702-704 and 801&804 Bulk carrier	
	701 Vessel 1	705 Vessel 1	Vessel 2	Vessel 1	Vessel 2
Design DWT (tonnage)	90 000	90 000	250 000	185 000	250 000
LOA(m)	250	250	300	295	300
Lpp(m)	225	225	285	279	285
Beam(m)	50	50	50	43.5	50
Draft(m)	-14m	-17.5	-15	-14.2	-15

Berth	Berth 208-209 Tanker	
	Vessel 1	Vessel 2
Design DWT (tonnage)	90 000	125 000
LOA(m)	298	345
Lpp(m)	285	333
Beam(m)	46	55
Draft(m)	-11.8	-12

The proposed vessel sizes were referenced from the Drewary reports, PIANC guidelines and latest National Port Plans of 2020.

III. Proposed structural extension options: Concept Development

Once the structural adequacy investigation has been concluded, the *Consultant* shall propose the suitable structural options required to extend berth 606, 708, and 208 in order to accommodate the recommended vessel for future operations as per the output of the structural adequacy test.

- For each berth consider the following structural extension option:
 - Extension of the current quay wall structure (700 and 600 series) and Berthing dolphin at 208
 - Berthing dolphin with a trestle and guard rails
 - Isolated Mooring dolphin
- Conduct a Multi-Criteria Analysis (MCA) to adopt a preferred option, the MCA shall address the following but not limited to:
 - Tie in with existing berthing structure
 - Berth extension space limitation
 - Terminal operations equipment considerations:
 - Skipper Truck and crane operations at berth 708 and 606.
 - Tanker operations at berth 208
 - Relocation of existing services:
 - Existing stormwater outflow at berth 708
 - Existing Pump station at berth 708
 - Strategic Fit: Port Aesthetic and future Port Development structural alignment
 - Execution Timelines: design to execution
 - Capital investment
 - Environmental considerations: special studies
 - Dredging requirements
 - Value Engineering consideration

The MCA criteria shall be discussed with TNPA, Engagements shall be conducted with relevant stakeholders to ensure fairness on the process of choosing the feasible option.

IV. Proposed structural extension options: Prefeasibility Designs.

- Conduct a Pre-feasibility design with 100% accuracy for detailed design for the project considering the following but not limited to:
 - Determine the required length of the berth extension to meet requirements of this project.
 - Prefeasibility design of the quay wall extension, quay wall extension layouts, back of quay area, proposed foundation structure, berth furniture (Bollards, fenders etc.) layouts, loading parameters, detailed design basis report etc.
 - The consultant shall propose all required services for the functionality of the proposed berth extension i.e., make provision for stormwater, electrical services, firefighting (fire Hydrants etc), water supply.
 - Earthworks and Dredging requirements
 - Conduct detailed geotechnical testing and reporting,
 - Conduct topographic surveys, and reporting.
- Conduct environmental screening on the preferred option and conduct environmental assessment for the preferred option:
 - Environmental Impact Assessment (EIA) where applicable.
 - Environmental General Authorisations where applicable.
 - Wave motion.
 - Ecological studies.
 - Wind motion.
 - Estuary study.
 - Aquatic study.
 - Detailed climate change study and any other applicable environmental studies. The Consultant to investigate tidal range change impact on the future Bayvue and south dunes precinct operations as part of the climate change study.
- The *consultant* shall obtain all compliance and regulatory construction permits required as part of the project in line with the Environmental assessments.
- The *Consultant* shall produce a rendered 3D model drawing of the berth extension.
- The *Consultant* shall compile a detailed construction phase scope of work.
- The *Consultant* shall compile a detailed construction phase cost estimate and detailed Bill of Quantity.

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- The *Consultant* shall investigate and determine a suitable option to use for guard railing at berth 208 to protect berthing employees from falling into the water during vessel berthing operations.

a. Bulk Civil services considerations.

- The Consultant shall make provision for water services for both portable consumption and firefighting requirements including integration of existing services.
- The Consultant shall make provision for stormwater management system on the quay including integration of existing services.
- The Consultant shall make provision for any other civil related bulk services required for the full functionality of the berth.

b. Bulk Electrical services consideration.

- The Consultant shall make provision for lighting and any other electrical related services for the functionality of the berth.

c. Bulk firefighting services consideration.

- The *Consultant* shall make provision for firefighting services for the berths.

2.4 Task order 1B: Feasibility and Procurement Support services.

I. Detailed Feasibility designs and Procurement Support Services.

- The *Consultant* shall conduct detailed designs of the proposed berth extension options and conduct all applicable specialist studies required for the construction of the proposed berth extensions. The *Consultant* shall obtain all necessary approvals that enables designs implementation on site, which includes Municipality development approvals, SHEQ (Safety, Health, Environmental & Quality) related authorizations and all other applicable permits required to enable design implementation and commissioning of the berths.
- The detailed design shall be conducted to a level that it can be issued for both Tender and Construction, hence full details of the proposed structures shall be completed fully including the following:
 - 3D detailed rendered architectural models.
 - Engineering detailed drawings, and designs report.

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- All studies and reports including calculations in native formats and PDF.
 - HAZOP studies.
 - Environmental reports and relevant authorizations for construction.
 - Risk management plan including risk register.
 - Construction activity schedule.
 - PEP-Project execution plan.
 - Project execution cost estimates.
 - Health and Safety requirements including the relevant permits required for construction.
- The *Consultant shall* compile a detailed Pricing data sheet: BOQ with all activity items and rates for construction. The BOQ shall indicate all activities and tasks associated with each activity for the expected construction sequence of the project for each site.
 - The *Consultant shall* compile a detailed schedule for execution of the project.
 - The *Consultant shall* conclude all specialist studies required for the projects.
 - The *Consultant shall* comply with following deliverables:
 - All drawings shall be submitted electronically in a PDF format, printed on coloured A0, (2 sepia copy and 2 paper copies, including native files compatible to AutoCAD and Civil Designer shall be provided where applicable).
 - The *Consultant shall* supply TNPA with all the information that was utilised and processed for the purposes of the study, which shall include all raw data collected from site, simulations (inputs, analysis, and outputs), detailed calculations, samples photos, survey raw data and all applicable reports.
 - The *Consultant shall* submit a color printed hardcopy report and electronic copy of the report, including investigation data sheets and photos.
 - Design Value Engineering analysis report.
 - The Consultant shall participate in TNPA governance process as the project moves from one PLP (Project Lifecycle Planning) gate to another during the design development.
 - The *Consultant to* provide procurement support to the employer to enable smooth appointment of the implementing contractor. The following activity shall be applicable to during the procurement phase but not limited to.
 - Provide technical support during procurement process,
 - Participate in tender site clarification meetings.
 - Participate in providing technical clarity and compiling of technical addendums during tender stage to the potential bidders.

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- Participate in tender kickoff meetings for the appointed *Contractor*.

2.5 Task order 2: Construction Supervision and Commissioning

Support.

- The Consulting firm is required to perform the duties of specialist construction supervision over the appointed Construction *Contractor*.
- The *Consultant* shall compile the construction methodology of the proposed berths, furthermore the *Consultant* shall approve the construction methodology supplied by the appointed *Contractor*.
- The *Consultant* shall make provision for all logistics (travelling and accommodation) requirements for the construction of the berth extensions, to ensure effective supervision of work on site. The amount quoted for construction supervision shall include these costs. The *Consultant* personnel shall be always on site to inspect and sign off for all material, machinery, and activities on site. The *Consultant* personnel shall sign on all site diaries and quality management documents/deliverables.
- The *Consultant* shall provide inputs in all activities to ensure the successful delivery of the project, where drawings or technical expects are required that information shall be provided accordingly to prevent delays on the project.
- The consultant shall take responsibilities of all design and proposed installation related challenges on site.

2.6 General

- The *Consultant Provider* shall note that this is a delivery-based contract, hence deliverables shall be completed and accepted by TNPA before any payment can be made for such deliverable.
- The Consultant shall accommodate two TNPA Engineers for the purpose of skill transfer, they shall be involved in the execution of the design development and construction supervision, however the Consultant shall take full accountability of the works conducted by the Engineer under their supervision.
- The *Consultant* shall be issued with a task order for construction supervision for the proposed berth extension options on the basis that the *Consultant* performs design development studies as required by TNPA, and the price quoted for supervision is still valid by the time construction is executed.

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- The *Consultant* shall submit a draft report to TNPA for comments prior to submission of the final report.

2.7 Final documentation.

I. Design development

The *Consultant* shall supply the Project Manager with the following.

- Condition assessment report: Structural adequacy investigation, visual and structural assessment including inspection data sheet.
 - The report shall include condition photos, current mooring layout photos, clearance between vessel at berth layouts, and all other raw data used for report compiling.
 - Loading assessment for the back of quay area of the 600 and 700 series berths such that the Port is aware of loading limitations on the back of quay area.
 - Concrete laboratory testing and interpretation.
 - Feasibility engineering report of any recommendations arising from the condition assessment for the structural upgrade of the existing quay walls (600 and 700 series berths) detailing the following but not limited to:
 - Concept to Feasibility layout with all accurate dimensions.
 - Detailed BOQ with rates for construction or issue to Tender BOQ.
 - Detailed construction schedule for proposed options.
 - Design basis report and Detailed designs report.
 - Quality control documents.
 - And all other Engineering documents.
 - Issue for Tender drawings and reports (Scope of works, Design drawings, BOQ, reports etc).
 - Issue for Construction drawings.
 - Detailed Value Engineering report.
- Berth extension engineering report recommending one structural extension option from the three proposed options for the various berths.
- Proposed berth extension layouts (including native files compatible to AutoCAD and Civil Designer where applicable) for Concept to Feasibility designs.
- Concept to Feasibility engineering report for the berth extension detailing the following but not limited to:

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- Concept to Feasibility layout, with all accurate dimensions.
 - Detailed BOQ with rates for construction or issue to Tender BOQ.
 - Detailed construction schedule for proposed options.
 - Design basis report and Detailed designs report.
 - Quality control documents.
 - HAZOP studies.
 - Environmental consideration documents.
 - Health and safety consideration documents.
 - And all other Engineering documents.
 - Issue for Tender drawings and reports (Scope of works, Design drawings, BOQ, reports etc).
- Environmental report: The *Consultant* is to provide a screening report during the Pre-feasibility stage while conducting detailed environmental study to be completed with detailed designs. The studies shall include the following but are not limited to:
 - Climate study.
 - Aquatic studies.
 - Ecological studies.
 - Water use licence studies, and all other applicable environmental specialists' studies.
 - Conduct detailed geotechnical investigation for the proposed options.
 - Conduct topographic surveys and analyse hydrographic surveys for the chosen locations.
 - Vessel simulation study report.
 - Design Value Engineering analysis report.

II. Construction supervision

- The *Consultant* shall always have a representative on site, who is qualified to make technical decisions on the works being undertaken on site.
- The *Consultant* shall take accountability for all design related challenges and ensure the *Contractor abide* by the approved method statement when conducting all the works.
- The *Consultant* shall assist in producing as-built drawings and design closing reports based on the changes that took place during construction.

3 Services Execution.

3.1 Temporary works, Site services & construction constraints

- The *Consultant* shall make provision for vessel berthing during the study. Where total berth occupation is needed, a formal request shall be sent to TNPA. TNPA will review the request and engage all affected stakeholders. TNPA will not unreasonably withhold permission unless the agreement is reached that full berth occupation is necessary for that task.

3.2 Employer's Site entry and security control, permits, and Site regulations:

- The *Consultant* must comply with the *Employer's* Site entry and Port security control, permits and Site regulations. The *Employer* provides coded ID cards to all *Consultant's* employees for access/egress of personnel, plant, material, and equipment within the Site boundaries.
- Access must be subject to the Transnet National Ports Authority security requirements and regulations, which states that "access should be obtained for all the *Consultant* personnel at the Permit Office located at the Sizakala Truck Staging Facility." The *Consultant* must make a cost and time allowance for obtaining the necessary permits, including labour and transportation within his rates. All *Consultant* personnel must always wear their security identity (ID) card so as to be easily identifiable as being employed by the particular company concerned.
- The *Consultant* must ensure that all materials, machinery, or equipment brought by him onto the premises are recorded at the main gate(s) and/or checkpoint(s). Failure to do this may result in a refusal by the *Employer* to allow the materials, machinery, or equipment to be removed from the premises.

3.3 The Consultant complies with the following:

- The *Consultant* and his employees must enter and leave the premises only through the main gate(s) and/or checkpoint(s) designated by the *Employer*. The *Consultant* must ensure that employees always observe the security rules of the Employer and must not permit any person who is not directly associated with the work from entering the premises.
- The *Consultant* and his employees must not enter any area of the premises that is not directly associated with their work.
- The *Consultant* shall ensure the safe passage of *consultant* traffic to and around the Site and Working Areas at all times that includes providing flagmen, protective barriers, signage, etc. for protection, direction, and control of traffic.

3.4 Restrictions to access on Site, roads, walkways, and barricades:

The *Consultant* is specifically excluded from entering the *Employer's* Operational Areas which are adjacent to the Site and Working Areas. The *Consultant* plans and organises his work in such a manner to cause the least possible disruption to the *Employer's* operations.

- The *Consultant* ensures the traffic to and around the Site and Working Areas is always controlled, this may be done by providing flagmen, protective barriers, signage for protection as well as route and control of traffic.
- The *Consultant* ensures that any of his personnel, labour and equipment moving outside of his allocated Site and Working Areas do not obstruct the operations of the Port. To this end, access routes are allocated and coordinated by the *Project Manager*.
- The *Consultant* ensures that all his construction personnel, labour and Equipment remains within his allocated and fenced off construction area.
- All *Consultant* personnel working within the Port must comply with Transnet National Ports Authority's operational safety requirements and be equipped with all necessary PPE, high visibility apparel. Floating apparel must be provided when work is conducted within two meters (behind the yellow line) of the quay wall.

3.5 The Consultant complies with the following [requirements of the Employer]:

- Access to the works for *consultant* personnel must be through the Port entrances. Movement of construction vehicles must be managed to ensure that other users are not delayed through the operational area. Construction activities must be barricaded to always allow safe use of the road areas. No additional payment must be made, and it must be deemed to be included in the rates of the relevant items.
- The speed limit in most internal roads within the Port of Richards Bay is 40km/h unless otherwise indicated, compliance with these regulations is enforced and must be complied with, access cards/permit will be revoked if found to be non-compliant.
- The speed limit at quayside areas within the Port of Richards Bay is 20km/h unless otherwise indicated, compliance with these regulations is enforced and must be complied with, access cards/permit will be revoked if found to be non-compliant.

3.6 People restrictions on Site; hours of work, conduct and records:

The *Consultant* keeps daily records of his people engaged on the Site and Working Areas (including Sub-Consultant s) with access to such daily records available for inspection by the Project Manager at all reasonable times.

3.7 The Consultant complies with the following hours of work for his people (including Sub-Consultant s) employed on the Site:

Normal working hours are between 08:00 and 16:30 Mondays to Fridays. If it required that the *Consultant* work outside the stated normal working hours, the *Consultant* must obtain written permission at least 24 hours before the execution of the traffic counting exercise. TRANSNET NATIONAL PORTS AUTHORITY will not unreasonably withhold permission.

3.8 Health and safety facilities on Site

- The *Consultant* shall provide a First Aid Box and appoint a competent person.
- All vehicles entering the operational site must be roadworthy, maintained in good order and be equipped with the necessary licences and safety requirements. All vehicles shall have operational reversing alarms. Operators must be trained and competent and authorised to operate the vehicle.
- The *Consultant* shall display a sign prominently at his Site, to include all emergency contact numbers pertaining to procedures in the event of fire and emergencies.
- The *Consultant* shall barricade all open pit or working sites as required.
- The *Consultant* personnel must be subject to all safety procedures and regulations as laid down by TNPA Health and Safety Specification.
- In the event of a fire on the work site, the *Consultant* must provide the first response to minor fires and inform TNPA personnel of the fire, then vacate the site immediately in compliance to the *Consultant* evacuation procedure. Any major fires must be immediately reported to the TNPA Fire Department for intervention.
- The *Consultant* must note that smoking must not be allowed on the site within 30m of Building(s), it must only be allowed in designated and clearly marked smoking areas. No open fires must be lit anywhere on site.
- The *Consultant* must be responsible for ensuring the satisfactory and safe condition of all power tools and equipment. All electrically powered equipment must be compliant to OHS (Occupational Health & Safety) Act Standards. The use of electrically powered equipment must be subject to the prior approval of TNPA.
- All Occupational Health and Safety Act and Construction Regulations pertaining to the work being carried out must be adhered to. The *Consultant* employees must always be supervised by a Competent *Supervisor* appointed in writing in terms of the regulations of the Occupational Health and Safety Act and made aware of his responsibilities. The *Project Manager* reserves the right to judge the competence of the appointed *Supervisor* for the task being performed before and during the progress of the work.
- The *Consultant* must enter into and execute an Agreement with the *Employer* as provided for under Section 37(2) of the Occupational Health and Safety Act (1993).

The Agreement must be in the form of the pro-forma included elsewhere in this document.

- All *Consultant* staff and labour working within port shall comply with the *Employer's* operational Health and Safety requirements and shall be equipped with all necessary PPE, high visibility apparel and, when working within two meters of the quay wall, floating apparel.

3.9 Co-operating with and obtaining acceptance of others.

The *Employer* (including the agents of the *Employer*) operates on Site during the entire duration of the Contract period.

- The *Employer* shall from time to time appoint an Agent(s) or other *Consultant* (s) to act on his behalf during the entire contract duration and the *Consultant* must cooperate in accepting instructions when required.
- The *Consultant* shall make provision for continuous traffic movement during site work.
- The *Employer's* normal operations, maintenance and other construction contracts must continue during the currency of this contract. It is possible, therefore that the site may become congested at times and careful co-ordination is thus essential in order to minimise disruptions to all parties.
- Alternative site routes for emergency vehicles must be discussed with the *Project Manager* during the compulsory meeting.
- The *Consultant* provides a name-board. The sites will be identified and instructed by the *Project Manager*.

3.10 Environmental controls, fauna & flora, dealing with objects of historical interest:

- The *Consultant* must take particular note of the environmental requirements contained in the *Employer's* Construction Environmental Management Plan.
- The *Consultant* must take every precaution to avoid damage to vegetation adjacent to the works. Any damage caused is to be repaired at the *Consultant's* expense.

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- Waste must not be stored onsite, all waste material must be stored in the waste receptacles and transported to the landfill site by an approved waste *Consultant*.
 - The *Consultant* has no title to all materials arising from dredging and demolition in the performance of the works with title to such materials remaining with the *Employer*. The *Project Manager* must instruct the *Consultant on* how to label, mark, set aside and/or dispose of such materials for the benefit of the *Employer* in accordance with ECC3 Clause 73.1.

3.11 The *Consultant* complies with the EMP while conducting the works.

EMP must include:

- Introduction and Company Profile (Outline what the company is about and what activity it intends to do).
- Policy: Environmental policy statement of commitment.
- Roles and Responsibilities, i.e., identify and describe responsibilities for environmental management and reporting including contact details.
- Environmental Awareness and Training, i.e., briefly describe what training initiatives and programs are in place to ensure staff members are aware of the environmental responsibilities.
- Operational activities, these must be site specific and must relate to one or more of the following:
 - Waste minimization and management
 - Water pollution
 - Emergency situations
- Closure: The EMP must commit to a Closure Plan that will identify impacts and outline remediation measures.

WASTE MANAGEMENT

Waste is bound to be generated during the execution of the works. The *Consultant* must:

- Make provision of properly labelled waste receptacles, i.e., hazardous waste, recycled waste etc.
- Disposable waste material must be taken to a permitted landfill site by the qualified waste management company that has Transnet waste disposal license.

- If the waste is contaminated or hazardous it must be taken by Hazardous Waste Management Company to the appropriate dumping site. The *Consultant* must submit proof of correct disposal to the *Project Manager*.
- *Consultant* must ensure that high level of housekeeping is maintained at all times and the site is kept tidy daily.
- *Consultant* must comply with all legal and other environmental requirements including the specification.

3.12 Publicity and progress photographs

- The *Consultant* does not advertise the *Contract* or the project to any third party, nor communicate directly with the media (in any jurisdiction) whatsoever without the express written notification and consent of the Project Manager.
- The *Consultant* obtains the permission and approval of the Project Manager before erecting any notice boards or using the details of the contract in any advertising media.
- The *Consultant* provides a complete digital photographic record of the progress on site and in the testing laboratory to the Project Manager, weekly or as an when required as part of the *Consultant* programme narrative report.

3.13 Consultant Equipment

- All equipment/materials to be supplied by the *Consultant* will comply with the relevant standard specifications. Any tools, test equipment, and devices needed for investigation, and testing shall be provided by the *Consultant*.
- The *Consultant* keeps daily records of his Equipment used on Site and the Working Areas (distinguishing between owned and hired Equipment) with access to such daily records available for inspection by the Project Manager at all reasonable times.
- The *Consultant* shall supply all applicable equipment to successfully undertake the works.
- All vehicles entering the operational site must be roadworthy, maintained in good order and be equipped with the necessary licences and safety requirements. All vehicles shall have operational reversing alarms. Operators must be trained and competent and authorised to operate the vehicle.

3.14 Equipment provided by the Employer.

No equipment will be provided by the *Employer*.

3.15 Site services and facilities:

There are no services and facilities to be provided by an *Employer*; the *Consultant* shall provide all required services and facilities for his/her employees working on site.

3.16 Completion, testing, commissioning, and correction of Defects

- The *Consultant* shall provide the employer with a draft copy of work for review and comments prior to the submission of the final approved report.
- The work to be done by the Completion Date on or before the Completion Date, the *Consultant* shall have done everything required to Provide the Works including the work listed below which is to be done before the Completion Date and in any case before the dates stated. The *Project Manager* cannot certify Completion until all the work listed below has been done and is also free of Defects, which would have, in his opinion, prevented the *Employer* from using the works and others from doing their work.

Item of work	To be completed by
Visual inspection and reporting	120 days after contract award
Structural adequacy assessment and reporting	120 days after contract award
Proposed structural extension design: 3 Options including MCA analysis and reporting	120 days after contract award
Recommended options feasibility design	200 Days after contract award
Cost estimate for proposed structural extension options (Detailed BOQ)	210 days after contract award
Cost estimate: detailed design phase for proposed extension (Detailed BOQ)	220 days after contract award
Environmental screening report	200 Days after contract award
Detailed environmental report	To be Discussed
Draft report for review	210 days after contract award
Final approved report	230 days after contract award

3.17 The Consultant is permitted to carry out the following works after Completion:

On or before the Completion Date the *Consultant* shall have done everything required to Provide the Works except for the work listed below which may be done after the Completion Date but in any case, before the dates stated. The *Project Manager* cannot certify Completion until all the work has been done which would have, in his opinion, prevented the *Employer* from proceeding forward with the project.

- No visual assessment conducted,
- Incomplete structural adequacy testing: Loading capacity check and berth furniture load absorption evaluation,
- No cost estimate conducted.
- No feasibility drawings and reporting
- One of the project deliverables are not completed.

3.18 Materials facilities and samples for tests and inspections

- The *Consultant* shall conduct visual assessments, geotechnical testing and structural adequacy testing following all relevant standards and guidelines.
- All works outlined in the scope of work shall be conducted as required by the applicable standards and regulations.

3.19 Commissioning

- The *Consultant* shall provide the *Employer* with all the information required from the scope to enable procurement of the *Contractor* to execute the works.
 - Construction Scope of works, Bill of Quantities, Engineering drawings and reports.
 - Native format of all design development output from calculations, concept to feasibility drawings and reports.

4. List of Drawings

4.1 Drawings issued by the *Employer*.

This is the list of drawings issued by the *Employer* at or before the Contract Date and which apply to this contract.

Note: Some drawings may contain both Works Information and Site Information.

TNPA cannot be held responsible for any information contained on the drawing, as some drawings are outdated hence the validity of the drawings cannot be confirmed. The drawings are for *consultant* reference however any design decision shall be made out of his/her discretion not directly based on the provided information, unless they have verified information either on site or by other means applicable.

Drawing number	Title
Berth 705-708	700 series drawings
Berths 606-608_Loading Diagram 20170725_0001	600 series drawings
Berth 208 GA	200 series drawings

SECTION 2

5. Management and start up.

5.1 Management meetings.

Meetings of a specialist nature may be convened as specified elsewhere in this scope and at times and locations to suit the Parties, Records of these meetings are to be submitted to the Project Manager by the person convening the meeting within five days of the meeting.

All meetings are to be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register are not to be used for the purpose of confirming actions or instructions under the contract as these are to be done separately by the person identified in the conditions of contract to carry out such actions or instructions.

Regular meetings of a general nature may be convened and chaired by the Project Manager as follows:

Title and purpose	Approximate time & interval	Location	Attendance by:
Contract Management (overall contract progress and feedback, including risk register)	Every 2 weeks	Infrastructure offices or online	CM, Project Manager, <i>Consultant's</i> Project Manager, Project Team
Stakeholder Engagement Meetings	Monthly	Infrastructure offices or online	Client, Project Manager, <i>Consultant's</i> Project Manager, Project Team
Design Peer review	Peer review 1: After Concept and prefeasibility designs. Peer Review 2: After detailed designs Gate review: After detailed designs peer review.	Infrastructure offices or online	Client, Project Manager, <i>Consultant's</i> Project Manager, Project Team

5.2 Documentation Control

In undertaking the 'Works' (including all incidental services required), the *Consultant* shall conform and adhere to the requirements of the '*Consultant* Documentation Submittal Requirements' Standard. The *Consultant* is to ensure that the latest versions of the required application software and a suitable 'IT' Infrastructure are in place to support the electronic transmission of documentation.

The *Consultant* shall communicate via E-mail and all other hard copy documents can be handed over to the *Project Manager* or posted to the following Physical address.

The formal **Physical Address** for the Contract will be:

Pioneer Centre
San Thom Road
Port of Richards Bay
RICHARDS BAY

This address will only be used in instances where documentation is couriered or hand delivery at the Site address is not possible.

The *Consultant* should submit the organisational structure for purpose of the lines of communication once the contract is awarded on the kick-off meeting.

All project documents shall be sent to the following personnel electronically and the *Consultant* shall submit hard copies for all documents sent via email. All drawings shall be printed in an A1 colour (2 paper copy and 1 Sepia copy).

TO: TNPADocControlRCB@transnet.net.

CC: Zinhle Gumede: Zinhle.gumede2@transnet.net

- All detailed calculations, native software's format drawings, simulations shall be provided to TNPA, all drawings shall be compatible with AutoCAD software and other formatting tools specification highlighted in this scope somewhere. All outputs for the purposes of this project shall be handed over to TNPA as and when required during the duration of

the contract and all other documents shall be submitted to TNPA during the contract closeout.

- The control, maintenance and handling of these documents will be the *Consultant's* sole responsibility and at its expense and managed with a suitable document control system. The *Consultant's* Documentation Register should be submitted; Document Control will allocate the Employer's documentation numbers on the *Consultant's* Documentation Register and return it to the *Consultant*.
- A unique sequence number will be allocated to each document and remains the same for each submittal of that specific document. The *Consultant* shall use the *Employer's* document numbers and titles exactly as per the *Consultant's* Documentation Register on all documentation submitted. Electronic file names for all documentation shall be exactly as per the *Employer's* documentation numbers, including the revision numbers. The format of these documents shall be in native format and/or PDF format and will be discussed at the kick-off meeting.
- 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 will be returned to the *Consultant* for corrective action and re-submission. Should any change be made to documentation already submitted, then a revised document shall be issued to replace the outdated information.
- Ownership of data, designs, and documents: The parties agree that copyright in the data, design and documents shall, after payments by the Employer of the services to the *Consultant*, lie with the Employer subject to the Employer's indemnification against any claim from any party that may arise as a result of the Employer's use of such a document due to the *Consultant's* infringement of copyright.
- All documents issued to 3rd party *Consultant* and the Employer should be submitted through the EPCM *Consultant's* document control department. Any contractual communication between TNPA and the *Consultant's* shall be issued by the *Consultant* on behalf of TNPA. These communications shall be similarly recorded through the *Consultant's* document control department.
- The documentation to be submitted for review shall be submitted on or before the dates specified on the Documentation Register under cover of the *Consultant's* Transmittal Note, and the Transmittal Note must state the purpose of the submission. Documentation

for different purposes must be sent on separate transmittals. The *Consultant* shall note that documentation will be rejected if this requirement is not met.

- Acceptance of documentation by the Project Manager will in no way relieve the *Consultant* of his responsibility for the correctness of information, or conformance with his obligation to provide the Works. This obligation rests solely with the *Consultant*.
- After review, a copy of the original reviewed/marked-up drawing/document, with the Project Manager's consolidated comments and document status marked on the *Consultant* Review Label, is scanned and the hard copy shall be returned to the *Consultant* under cover of the Project Manager's Transmittal Note for revision or re-submittal as instructed.
- The code resulting from the review is as follows, i.e.: -
 - Code C1 - "Proceed, No Exception Taken"
 - Code C2 – "Proceed, with Exceptions as Noted, Revise and Resubmit"
 - Code C3 – "Do Not Proceed, Revise as Noted and Resubmit"
 - Code C4 – "Information Only – Accepted as Submitted"
 - Code C5 (FN) – "Certified Final – No Further Submittal Required"
 - Code C6 (AB) – "Certified As-Built - No Further Submittal Required"
- The *Consultant* shall allow the Project Manager 2 weeks to review and respond to the *Consultant*'s submission of the documentation, i.e., from time of receipt to the time of dispatch. However, work shall proceed without delay in the event of the late return of the documentation by the Project Manager with prior notification in writing by the *Consultant*.
- On receipt of the reviewed documentation the *Consultant* shall make any modifications requested/marked-up and resubmit the revised documentation to the Project Manager within 2 weeks. Queries regarding comments/changes should be addressed with the Project Manager prior to resubmittal.
- All revised data shall be submitted by the *Consultant* in its entirety and shall reflect the revision control numbers and shall also indicate with documentation the revised documentation supersedes, if applicable. In the case of drawings every sheet has its own revision number and is revised as an individual document. In the case of the documents all sheets under cover of one document number shall be under the same revision number and be resubmitted, even if the revision is a minor one.
- Changes of any form to the scope shall follow the Change Management Process and be correctly communicated (through the project communication plan/process) to all disciplines and documented. All changes to the project shall be reviewed and evaluated for their impact to the project.

5.3 Contractor's management, supervision, and key people.

The *Consultant* shall have the following personnel as part of the project team to manage the project:

- Professional Civil Engineers with Marine structural engineering experience.
- Professional hydrographic surveyor.
- Geotechnical engineer.
- Marine ecologist.
- Environmental specialist.
- Project planner.
- Quantity surveyor.
- Project Manager.
- And other disciplines required by the *Consultant* to execute the scope of works.

5.4 Safety risk management.

5.4.1 The *Consultant* and his employees shall have valid safety training and medical certificates from a registered Occupational Health Medical Practitioner when accessing or working on site. Copies of which shall be submitted to the *Project Manager* at the commencement of the contract.

The following personal protective equipment shall be worn at the Work as and when applicable:

- Full overalls.
- Hard hats with chin straps.
- Acceptable hearing protection.
- Provision of safety glasses/goggles.
- Life jackets.
- Full safety harnesses attached to the structure when working at heights.
- All persons shall wear either yellow or orange reflective vests. This is a prerequisite of Transnet.

No alcohol is permitted on Site and within TNPA property. The *Employer* has a zero-tolerance policy in this regard and all personnel entering the Site will be required to undergo breathalyser tests.

5.5 Penalties

TNPA Port of Richards Bay may impose penalties for:

- Failure to complete the works by the completion date.
- Non-compliance to SHE requirements resulting in incidents.

Penalties will be charged at R1000 per calendar day for work remaining incomplete after the agreed completion date or as determined by the TNPA Procurement Department. SHE related incidents penalties will be assessed based on the magnitude of the damage caused by the *Consultant*. The Procurement, Legal and Finance Department shall advise accordingly for any incident that has occurred on site resulting in the damage of infrastructure, or any harm to personnel on site.

5.6 Site diary

- The *Consultant* shall keep daily log records of site activities: Task name, activity time, task methodology, resources used (Tools, machinery, personnel etc) and task constraints etc.
- The *Consultant* shall record weather information during the site investigations.

5.7 Quality assurance requirements

The *Consultant* shall ensure that all contractual deliverables required to be executed and completed are given due consideration to meet the client's Technical Specifications, Drawings and General Quality Requirements for Consultants and Suppliers.

The *Consultant's* Quality Management System (QMS) shall conform with the requirements of ISO 9001:2015 to ensure and demonstrate that material, workmanship, procedures, and services conform to the specified requirements.

The *Consultant* submits his Quality documents to the Employer as part of his programme under ECC (Employee Care Centre) Clause 31.2 to include details of:

- Project Quality Plan for the contract shall cover project scope and be aligned to QAL-STD-0001 General Quality Requirements for Consultants and Suppliers.
- Quality Manual that is aligned to ISO 9001:2015 QMS requirements.

-
- Project Specific Quality Data Book Index.
 - Quality Officer with Quality Diploma/Certificate, ISO 9001:2015 QMS Understanding and Implementation and Auditing trainings, with a minimum of 3 years' experience in similar projects.
 - Quality Control Plan MUST cover all Engineering disciplines and clearly identify all inspection, test, verification requirements to meet contractual obligations, specification and drawings as required by the project scope.

5.7.1 Project Quality Plan

The Project Quality Plan (PQP) shall outline the quality strategy, methodology, quality resource allocation, Quality Assurance and Quality Control co-ordination activities to ensure that the scope meets the standards stated in the Scope Information.

The Consultant's PQP shall provide a description of how documents provided by the *Employer* to the *Consultant* are to be managed. The *Consultant* develops and maintains a comprehensive register of documents that will be generated throughout the contract including all quality related documents as part of its Quality Plan.

The *Employer* indicates those documents required to be submitted for information, review or acceptance and the *Consultant* indicates such requirements within his register of documents.

The register shall indicate the dates of issue of the documents with the *Employer* responding to documents submitted by the *Consultant* for review or acceptance within the period for reply prior to such documents being used by the Consultant.

5.7.2 Quality Manual

A copy of the *Consultant's* Quality Manual will be requested for review by the *Employer* followed, by a Quality Management Systems (QMS) audit at the *Consultant's* Head Office to obtain evidence that a satisfactory quality management system is being maintained.

5.7.3 Quality Data Book Index

The *Consultant* shall submit a project specific quality data book index that lists all the project deliverables as per the contract requirements.

5.7.4 Quality Officer

The *Consultant* shall nominate a suitably experienced quality representative for all aspects of the Works, including general Site activities, with a staff complement that is adequate to perform the requirements of the PQP. The *Consultant* shall submit the CV and qualifications / certificates of his nominated quality representative for the Project Manager's review and approval.

5.7.5 Quality Control Plan

- The *Consultant* shall provide a Quality Control Plan specifying his proposed quality control activities for the entire scope of supply and scope of works. The Quality Control Plan shall incorporate, as a minimum, an inspection check list. The Quality Control Plan shall reference the procedures, codes and standards which apply to the listed activities, the acceptance criteria, the records to be produced and similarly it shall incorporate all *Sub-Consultants* and *supplier's* activities. The Quality Control Plan shall be prepared on the *Consultants / Suppliers* standard format.
- Deviations from this Quality Control Plan may only be permitted following acceptance in writing by the Engineer and/or the appointed Third-Party Inspection Authority.
- The *Consultant* shall not undertake any work in advance of the review and acceptance of the Quality Control Plan without the written consent of Transnet.
- During the review of the Quality Control Plan / Inspection and Test Plan, Inspection and Test intervention points will be included by Transnet and, where applicable, the Third-Party Inspection Authority to indicate their intended monitoring during manufacturing, fabrication, and installation.
- The *Consultant / Supplier* shall ensure that any work sub-contracted will be covered by Quality Control Plans / Inspection and Test Plans generated by the relevant *Sub-Consultant* or *Supplier*.

5.7.6 Sub-Consultant

The *Consultant* shall also ensure that all Sub-Consultant s are suitably qualified and experienced to carry out the work for which they have been sub-contracted.

The *Employer* may, at own discretion, require a Quality Audit of *sub-Consultant (s)* to ensure that the *sub-Consultant (s)* have the necessary management, facilities, skilled staff, and quality control facilities to carry out the Works to ensure compliance with the Works Information.

The *Consultant* shall accept full responsibility for the quality of his *sub-Consultant (s)* work and of materials used, irrespective of any quality surveillance that may be carried out by the *Employer* or his representative.

5.7.7 Additional high level quality assurance requirements the Consultant must consider.

- The *Consultant* shall use a SANAS accredited laboratory.
- The inspection, sampling and testing shall be conducted by a competent person that is registered with ECSA (Engineering Council of South Africa) or other relevant bodies.
- The final report shall be signed off by the professional registered person (Pr. Engineer or Pr. Tech).
- The *Consultant* develops and maintains a comprehensive register of documents that will be generated throughout the contract including all quality related documents as part of its Quality Plan. Quality related reports includes material classification reports, laboratory testing, site compaction testing reports, concrete designs, slump tests, signalling commissioning etc.
- The *Consultant* shall comply will all relevant road construction standards, regulations, and principles.
- The inspection, sampling, calculations, and testing shall be conducted by a competent person who is registered with ECSA as Professional Engineer (Civil).
- The final report shall be signed off by the professional registered person (Pr. Engineer or Pr. Tech).
- The *Consultant* develops and maintains a comprehensive register of documents that will be generated throughout the contract including all quality related documents as part of its Quality Plan.
- The *Consultant* shall submit his proposed Quality Control Procedures (QCP) to the *Employer's Agent* for approval. Site Access will not be permitted until the QCP is to the *Employer's Agent* satisfaction.

5.8 Programming constraints

- The *Consultant* uses Primavera version 6 for his programme submissions or a similar programme software package equivalent to Primavera version 6 subject to the prior written notification and acceptance by the project manager.
- The *Consultant* shall submit the programme showing the timelines of the project. When any challenges are experienced by the *Consultant*, a revised programme shall be sent to the Project Manager.
- The *Consultant* shall be aware that the works will be conducted in operational quay areas hence the programme shall accommodate delays due to quay side traffic accommodation.
- The *Consultant* shall be aware that all the berths under consideration are operational berths, hence vessel loading/berthing operations delays can be expected, and the schedule shall make provision for that.

5.9 Work guarantee

- All works shall be conducted in accordance with applicable standards, and all work done not as specified in applicable standards will not be accepted.
- The *Consultant* shall refill all the areas where samples were taken, and 6 months workmanship shall be guaranteed on the concrete coring sampling points repair works.
- The Consultant shall afford the TNPA an opportunity to review and comment on the study report prior to the final copy being submitted for acceptance and payment.

5.10 Retention

- 10% of the contract value shall be kept by TNPA for a period of 6 months from the date of commission if the work submitted by the *Consultant* is not up to the satisfaction of the *Project Manager* or *Project Engineer*. The 10% retention amount shall only be released once the *Consultant* has rectified all shortcomings in the engineering report and deemed complete as per the project requirements specified under section 3 of the document and scope of works.

5.11 *Consultant* management, supervision, and key people

- No sample shall be taken off site, prior being inspected by the *Project Engineer*, the samples shall be taken to the laboratory on an enclosed sample box.
- No work shall be covered up or put out of view without the approval of the Project Manager. The *Consultant* shall afford full opportunity for the *Project Manager* to examine and measure any work, which is about to be covered up or put out of view and to examine/test the layers before the final layer work is placed thereon.
- The *Consultant* shall give due notice to the *Project Manager* whenever any work that is ready or about to be ready for examination. The *Project Manager* shall, without unreasonable delay, examine and or measure such work as required.
- The *Consultant* shall provide to the *Project Manager* a detail plan of how he intends to do the work and this plan must be to the requirements of the operation of building with minor disruptions will be allowed in this regard.
- No work will be recognised for additional payment unless it has been recorded and signed in the aforesaid book by the *Project Manager*.
- The *Consultant* shall do the following:
 - Report all incidents to the Project Manager.
 - Attend all SHE meetings, toolbox talks and induction programmes.
 - Clear all litter from the Site and Working Areas.
 - Ensure that environmental signage and barriers are correctly placed.

5.12 The *Consultant* Invoices

5.12.1 When the *Project Manager* certifies payment following an assessment date, the *Consultant* complies with the Employer's procedure for invoice submission.

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

5.12.3 The invoice states the following:

Invoice addressed to Transnet SOC Ltd.

Transnet SOC Limited's VAT No: 4720103177.

Invoice number:

The Consultant VAT Number; and

5.13 The Contract name: Feasibility: Berth 708, 606 and 208 extensions.

5.13.1 Invoices submitted by post are addressed to:

The formal Postal Address for the Contract will be:

P.O. Box 181

RICHARDS BAY

3900

SOUTH AFRICA

This address will only be used in instances where delivery at the Site address is not possible, or documentation is originated from a remote address.

The formal Physical Address for the Contract will be:

Pioneer Centre

San Thom Road

Port of Richards Bay

RICHARDS BAY

3900

This address will only be used in instances where documentation is couriered or hand delivery at the Site address is not possible.

Electronic invoice copy shall be sent to the following email address.

- Zinhle.gumede2@transnet.net
- Ethel.magwaza@transnet.net
- Nhlanhla.dlamini@transnet.net

SECTION 3

6. APPENDICES

Table 2: Berth 708 berthing clearance calculations.

Clearance between ships (berth 706-708)					
Formula		Actual Vessel-2021		Advertised Vessel	
Clearance between ships (Normal weather)	Clearance between ships (severe weather)	Under normal weather conditions(m)	Under severe weather conditions.	Under normal weather conditions(m)	Under severe weather conditions(m)
0.15L ₁	0.15L ₁	30	30	27	27
L ₁	L ₁	200	200	180	180
0.1L ₂	0.2L ₂	20	40	19	38
L ₂	L ₂	200	200	190	190
0.1L ₂	0.2L ₂	20,4	40	19	38
L ₃	L ₃	204	204	180	180
0,1L ₃	0,1L ₃	20,4	20,4	18	18
Total Length required		694,8	734,4	633	671
Actual Berth 706-708 Length is 600m					

Table 3: 609-608 berth LOA analysis.

Clearance between ships (berth 606-608)			
Formula		Advertised Vessel	
Clearance between ships (Normal weather)	Clearance between ships (severe weather)	Under normal weather conditions(m)	Under severe weather conditions(m)
0.15L ₁	0.15L ₁	30	30
L ₁	L ₁	200	200
0.1L ₂	0.2L ₂	20	40
L ₂	L ₂	200	200
0.1L ₂	0.2L ₂	31	62
L ₃	L ₃	305.84	305.84
0,1L ₃	0,1L ₃	31	62
Total Length required		817.84	856.84
Actual Berth 606-608 Length is 680m			



Table 4: Operating vessel information

Berth	606	607	608	706	707	708	208
Design DWT	65 000	65 000	65 000	65 000	65 000	65 000	75 000
Actual Max DWT	63 581	63 555	63 519	66 604	63 158	63 695	54 647
Actual Year Average (DWT)	47 770	43 132	38 466	52 109	48 861	28 555	42 804
Berth Length(m)	220	220	204	200	200	200	250
Actual LOA(m)	200	200	200	200	200	204	230
Actual LOA: Year Average (m)	179	179	179	185	186	158	184
Advertised LOA(m)	200	200	190	180	190	180	225
Vessel Draft(m)	-13.5	-13.5	-13.5	-13.5	-13.5	-13.5	-12.5
Depth(m)	-14.5	-14.5	-14.5	-14.5	-14.5	-14.5	-14
Beam max(m)	50	50	50	50	50	50	50

Table 5: 600, 700, and 800 vessel calling information for 2018/2019 financial year (NPP 2020 BY Advision consulting group).

Vessel size class	Vessel count	Maximum DWT	Average DWT	Maximum LOA (m)	Average LOA (m)	Maximum Draft (m)	Average Draft (m)
Handysize	61	34,481	29,806	200.0	174.1	13.8	9.1
Handymax	244	58,790	52,653	210.0	190.6	14.0	10.9
Panamax	146	79,449	65,182	229.0	206.6	14.5	11.5
Capesize	119	179,564	91,271	292.0	232.6	17.5	14.1
VLBC	3	185,909	182,604	292.0	291.3	17.5	16.1
Non-RBCT bulk carriers	575	185,909	62,114	292.0	202.1	17.5	11.9



Table 6: 700 and 600 series calling vessel information.

Berth	701	702	703	704	705	609
Design DWT	65 000	150 000	150 000	150 000	65 000	65 000
Actual Max DWT	180 646	180 184	207 563	207 993	175 181	64 043
Berth Length(m)	240	300	240	220	200	300
LOA (m)	200	270	200	200	180	230
Actual LOA(m)	292	292	300	300	292	200
Beam (m)	45	50	50	50	45	50
Draught (m)	14	17.5	17.5	17.5	17.5	13.5
Berth Depth (m)	14.6	19	19	19	19	14.6