

TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2024/11/0002/84527/RFP

DESCRIPTION OF THE SERVICES: PROVISION FOR DETAILED DESIGN (FEASIBILITY) INCLUDING PROCUREMENT SUPPORT AND CONSTRUCTION MONITORING FOR NEW ADMINISTRATION BUILDING, AT THE PORT OF DURBAN

Transnet National Ports Authority

an Operating Division of **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR PROPOSAL (RFP)

DESCRIPTION OF THE SERVICES: PROVISION FOR DETAILED DESIGN (FEASIBILITY) INCLUDING PROCUREMENT SUPPORT AND CONSTRUCTION MONITORING FOR NEW ADMINISTRATION BUILDING, AT THE PORT OF DURBAN

| | |
|-------------------------------------------------|------------------------------------|
| RFP NUMBER: | TNPA/2024/11/0002/84527/RFP |
| ISSUE DATE: | 22 JANUARY 2025 |
| COMPULSORY TENDER CLARIFICATION MEETING: | 06 FEBRUARY 2025 |
| CLOSING DATE: | 20 FEBRUARY 2025 |
| CLOSING TIME: | 14:00 |
| TENDER VALIDITY PERIOD: | 12 WEEKS FROM CLOSING DATE |

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PART A - INVITATION TO BID

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

| | | | | | | | |
|-------------|------------------------------------|-------------|------------------------|---------------|-------------------------|---------------|--------------|
| BID NUMBER: | TNPA/2024/11/0002/84527/RFP | ISSUE DATE: | 22 JANUARY 2025 | CLOSING DATE: | 20 FEBRUARY 2025 | CLOSING TIME: | 14:00 |
|-------------|------------------------------------|-------------|------------------------|---------------|-------------------------|---------------|--------------|

| | |
|-------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| DESCRIPTION | PROVISION FOR DETAILED DESIGN (FEASIBILITY) INCLUDING PROCUREMENT SUPPORT AND CONSTRUCTION MONITORING FOR NEW ADMINISTRATION BUILDING, AT THE PORT OF DURBAN |
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BID RESPONSE DOCUMENTS SUBMISSION

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

RESPONDENTS ARE TO UPLOAD THEIR BID RESPONSE PROPOSALS ONTO THE TRANSNET SYSTEM AGAINST EACH TENDER/RFQ SELECTED.

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

- Log on to the Transnet eTenders management platform website/Portal (transnetetenders.azurewebsites.net) (please use **Google Chrome** to access Transnet link/site free of charge);
- 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.
- No late submissions will be accepted. The bidder guide can be found on the Transnet Portal transnetetenders.azurewebsites.net

Note to the bidders:

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

| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO | | TECHNICAL ENQUIRIES MAY BE DIRECTED TO: | |
|------------------------------------------------|--------------------------------------------------------------------------------------------|-----------------------------------------|--------------------------------------------------------------------------------------------|
| CONTACT PERSON | Winile Xhakaza | CONTACT PERSON | Winile Xhakaza |
| E-MAIL ADDRESS | TNPATenderEnquiriesER@transnet.net | E-MAIL ADDRESS | TNPATenderEnquiriesER@transnet.net |

SUPPLIER INFORMATION

| | | | |
|------------------|------|--|--------|
| NAME OF BIDDER | | | |
| POSTAL ADDRESS | | | |
| STREET ADDRESS | | | |
| TELEPHONE NUMBER | CODE | | NUMBER |
| CELLPHONE NUMBER | | | |
| FACSIMILE NUMBER | CODE | | NUMBER |
| E-MAIL ADDRESS | | | |

| | | | | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|--|-----------------------------------------------------------------------------------|---------------------------|------------------------------------------------------------------------------------------------------|
| VAT REGISTRATION NUMBER | | | | | |
| SUPPLIER COMPLIANCE STATUS | TAX COMPLIANCE SYSTEM PIN: | | OR | CENTRAL SUPPLIER DATABASE | UNIQUE REGISTRATION REFERENCE NUMBER: MAAA: |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE | TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No | | B-BBEE STATUS LEVEL SWORN AFFIDAVIT | | [TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No |
| [A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT MUST BE SUBMITTED FOR PURPOSES OF COMPLIANCE WITH THE B-BBEE ACT] | | | | | |
| 1.ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF] | | 2.ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER QUESTIONNAIRE BELOW] |
| QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS | | | | | |
| IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO | | | | | |
| DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO | | | | | |
| DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO | | | | | |
| DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO | | | | | |
| IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO | | | | | |
| IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 BELOW. | | | | | |

PART B

TERMS AND CONDITIONS FOR BIDDING

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|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. TAX COMPLIANCE REQUIREMENTS |
| 1.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. |
| 1.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS. |
| 1.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA . |
| 1.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. |
| 1.5 IN BIDS WHERE UNINCORPORATED CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. |
| 1.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED. |

THE TENDER

PART T1: TENDERING PROCEDURES

T1.1 TENDER NOTICE AND INVITATION TO TENDER

SECTION 1: NOTICE TO TENDERERS

1. INVITATION TO TENDER

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

| | |
|---------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| DESCRIPTION | PROVISION FOR DETAILED DESIGN (FEASIBILITY) INCLUDING PROCUREMENT SUPPORT AND CONSTRUCTION MONITORING FOR NEW ADMINISTRATION BUILDING, AT THE PORT OF DURBAN |
| 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)</p> <p>FREE OF CHARGE.</p> |

| | |
|------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| COMPULSORY TENDER CLARIFICATION MEETING | <p>A Compulsory Tender Clarification Meeting will be conducted at Emtateni Boardroom, Ocean Terminal Building, Port of Durban, Quayside Road, South Beach, Durban, 4001, on the 06 FEBRUARY 2025, at 10:00am [10 O'clock] for a period of ± two (2) 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> <ul style="list-style-type: none"> Tenderers must complete and sign the attendance register. The attendance register will be used to verify the Tenderer's attendance. Tenders will only be accepted from those tendering entities including those entities that intends forming a joint venture appearing on the attendance register. Tenderers are also encouraged to bring their RFP document to the briefing session and to have their returnable document Returnable Schedule T2.2-01 signed off by the Employer's authorised representative. Tenderers failing to attend the compulsory Tender Clarification Meeting briefing will be disqualified. |
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| | |
|---------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | <p>A non-compulsory site walk will take place, tenderers are to note:</p> <ul style="list-style-type: none"> • Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats. • Tenderers without the recommended PPE will not be allowed on the site walk. • Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyser testing. • All forms of firearms are prohibited on Transnet properties and premises. • The relevant persons attending the meeting must ensure that their identity documents, passports or drivers licences are on them for inspection at the access control gates. |
| CLOSING DATE | <p>14:00 on (20 FEBRUARY 2025)</p> <p>Tenderers must ensure that tenders are uploaded timeously onto the system. If a tender is late, it will not be accepted for consideration.</p> |

2. TENDER SUBMISSION

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

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

Log on to the Transnet eTenders management platform website (<https://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. award a contract for only a portion of the proposed Services which are reflected in the scope of this RFP;
- 4.6. Request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 4.7. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;
- 4.8. 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;

- 4.9. 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);
- 4.10. 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.
- 4.11. 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.
- 4.12. 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 T2.2-15], [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.
- 4.13. 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



T1.2 TENDER DATA

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

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

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

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

| Clause | Data |
|--------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|
| C.1.1 The <i>Employer</i> is | Transnet SOC Ltd (Reg No. 1990/000900/30) |
| C.1.2 The tender documents issued by the <i>Employer</i> comprise: | |
| | Part T: The Tender |
| Part T1: Tendering procedures | T1.1 Tender notice and invitation to tender T1.2 Tender data |
| Part T2 : Returnable documents | T2.1 List of returnable documents T2.2 Returnable schedules |
| | Part C: The contract |
| Part C1: Agreements and contract data | C1.1 Form of offer and acceptance C1.2 Contract data (Part 1 & 2) C1.3 Form of Securities |
| Part C2: Pricing data | C2.1 Pricing Instructions C2.2 Pricing Schedule |
| Part C3: Scope of work | C3.1 Scope |
| C.1.4 The Employer's agent is: | Commodity Officer |
| Name: | Winile Xhakaza |



TRANSNET NATIONAL PORTS AUTHORITY

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DESCRIPTION OF THE SERVICES: PROVISION FOR DETAILED DESIGN (FEASIBILITY) INCLUDING PROCUREMENT SUPPORT AND CONSTRUCTION MONITORING FOR NEW ADMINISTRATION BUILDING, AT THE PORT OF DURBAN

Address: Ocean Terminal Building, Quayside Road,
South Beach, Durban, 4001

E – mail TNPATenderEnquiriesER@transnet.net

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

1. Stage 1 Step 1: Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

| Administrative responsiveness check |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> Whether the Bid has been lodged on time |
| <ul style="list-style-type: none"> Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time |
| <ul style="list-style-type: none"> Verify the validity of all returnable documents |
| <ul style="list-style-type: none"> Verify if the Bid document has been duly signed by the authorised respondent |

2. Stage 1 Step 2: Test for Substantive Responsiveness to RFP

The test for substantive responsiveness to this RFP will include the following:

| Check for substantive responsiveness |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> Whether any general and legislation qualification criteria set by Transnet, have been met |
| <ul style="list-style-type: none"> Whether the Bid contains a priced offer as prescribed in the pricing and delivery schedule. |
| <ul style="list-style-type: none"> Whether the Bid materially complies with the scope and/or specification given |
| <ul style="list-style-type: none"> Whether any minimum requirements have been met as follows: <ul style="list-style-type: none"> Attendance at the compulsory clarification meeting Submitted proof of registration with registration number (certified copies must be submitted) for the key personnel that would be responsible of the execution of this project. |

Stage 1 Step 2A: 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**

Stage 1 Step 2B - Technical pre-qualification for the key personnel:

Tenderer to submit proof of professional registration with registration number (certified copies must be submitted) for the key personnel that would be responsible of the execution of this project.

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

3. Stage Two - Step Three - Functionality - 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 criteria and, if any, each sub-criterion are as stated in C.3.11.3 below.

4. Stage Three - Step Four – Preference Point System

Weighted score 100 - Price (80/90) Specific goals (20/10)

| | | |
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| C.2.7 | <p>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.</p> <p>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.</p> | |
| C.2.10 | Pricing the tender offer | |
| C.2.10.3 | Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment. | |
| 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 <i>Employer's</i> details and identification details that are to be shown on each tender offer are | |
| C2.15.1 | as follows: | |
| | Identification details: | <p>The tender documents must be uploaded with:</p> <ul style="list-style-type: none"> ▪ Name of Tenderer: ▪ Contact person and details: ▪ The Tender Number: TNPA/2024/11/0002/84527/RFP ▪ The Tender Description: Provision for detailed design (feasibility) including procurement support and construction monitoring for new administration building, at the Port of Durban |



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DESCRIPTION OF THE SERVICES: PROVISION FOR DETAILED DESIGN (FEASIBILITY) INCLUDING PROCUREMENT SUPPORT AND CONSTRUCTION MONITORING FOR NEW ADMINISTRATION BUILDING, AT THE PORT OF DURBAN

Documents must be marked for the attention of: **Employer's Agent: Winile Xhakaza**

COMMUNICATION

- For specific queries relating to this RFP, an RFP Clarifications should be submitted onto the system or to TNPATenderEnquiriesER@transnet.net before 12:00 pm on 14 February 2025. In the interest of fairness and transparency, Transnet's response to such a query will be published on the e-tender portal and Transnet website.
- After the closing date of the RFP, a Respondent may only communicate to TNPATenderEnquiriesER@transnet.net on any matter relating to its RFP Proposal.
- Respondents are to note that changes to its submission will not be considered after the closing date.
- It is prohibited for Respondents to attempt, either directly or indirectly, to canvass any officer or employee of Transnet in respect of this RFP between the closing date and the date of the award of the business.
- Respondents found to be in collusion with one another will be automatically disqualified and restricted from doing business with organs of state for a specified period.

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: **14:00** on the **20 February 2025**
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, more together with the tender;
3. Proof of registration on the Central Supplier Database;



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

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

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

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:

| QUALITY CRITERIA | SUB-CRITERIA | MAXIMUM NUMBER OF POINTS |
|-------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| Company Previous Experience | <p>Company's experience on multidisciplinary design development and detail design of a corporate multistorey office (minimum 5 storeys) and administration buildings completed in the last fifteen (15) years, or similar complex multistorey buildings such as hospitals, retail centers or large-scale projects requiring a multidisciplined engineering team.</p> <p>Tenderer shall submit sufficiently detailed reference letters with names & contact details of Clients for which projects were undertaken and project name with detailed project description, the scope of project, and the scope of work, project value and services undertaken by the company.</p> <p>Refer to T2.2-03 for points allocation.</p> | 25 |
| CV's and Experience of Key Persons | <p>Architecture: weighting is 0.15</p> <p>The tenderer shall submit a CV for the professional Architect who shall have a minimum of ten (10) years of experience in the design of complex</p> | 25 |



| | | |
|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| | <p>multistorey structures with a focus on business operations/administration.</p> <p>Structural Engineer: weighting is 0.15</p> <p>The tenderer shall submit a CV for the Structural Engineer/ Technologist which shall have a minimum of ten (10) years of experience in the design of complex multistorey structures with a focus on business operations/administration.</p> <p>Civil Engineer: weighting is 0.15</p> <p>The tenderer shall submit a CV for the Civil Engineer/ Technologist which shall have a minimum of ten (10) years of experience in the design of complex multistorey structures with a focus on business operations/administration.</p> <p>Electrical Engineer: weighting is 0.15</p> <p>The tenderer shall submit a CV for the Electrical Engineer/ Technologist which shall have a minimum of ten (10) years of experience in the design of complex multistorey structures with a focus on business operations/administration.</p> <p>Mechanical Engineer: weighting is 0.15</p> <p>The tenderer shall submit a CV for the Mechanical Engineer/ Technologist which shall have a minimum of ten (10) years of experience in the design of complex multistorey structures with a focus on business operations/administration.</p> <p>Quantity Surveyor: weighting is 0.15</p> <p>The tenderer shall submit a CV for the Quantity Surveyor which shall have a minimum of 10 years' experience working in civil/structural engineering projects undertaking the role of a Quantity Surveyor.</p> <p>Project Manager: weighting is 0.1</p> | |
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| | | |
|--------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| | <p>The tenderer shall submit a CV for the Project Manager which shall have at-least 10 years of experience in the management of projects in the built environment.</p> <p>Refer to T2.2-04 for points allocation.</p> | |
| Approach Paper | <p>Approach paper that responds to the scope of services and outlines proposed approach / methodology that would be used to develop the concept and produce the deliverables of the project. The approach paper must refer to the programme, method statement, technical approach, and an understanding of the project objective as well as the relevant codes of practice and approvals required.</p> <p>Refer to T2.2-05 for points allocation.</p> | 25 |
| Project Programme | <p>Ability to execute the works in term of the <i>Employer's</i> requirements within the timeframe stipulated in the Scope of Services, indicating in a logical sequence, the order and timing of the activities and deliverables for the feasibility (detailed design) and execution stages of the project.</p> <p>Programme Structure: weighting is 0.7 Programme Duration: weighting is 0.3</p> <p>Refer to T2.2-06 for points allocation.</p> | 10 |



TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2024/11/0002/84527/RFP

DESCRIPTION OF THE SERVICES: PROVISION FOR DETAILED DESIGN (FEASIBILITY) INCLUDING PROCUREMENT SUPPORT AND CONSTRUCTION MONITORING FOR NEW ADMINISTRATION BUILDING, AT THE PORT OF DURBAN

| | | |
|----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| Organisation and Staffing | <p>The tenderer should propose the structure and composition of their team i.e., the main disciplines involved, the key persons / expert responsible for each discipline, and the proposed technical support staff. The tenderer must submit two organograms: one for the feasibility stage (TO #1) of the project and another for the execution stages (TO #2 and TO #3).</p> <p>Feasibility Organogram: weighting is 0.53 Execution Organogram: weighting is 0.47</p> <p>Refer to T2.2-07 for points allocation.</p> | 15 |
| Total | | 100 |

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

- T2.2-03 **Evaluation Schedule:** Company Previous Experience.
- T2.2-04 **Evaluation Schedule:** CV's and Experience of Key Persons
- T2.2-05 **Evaluation Schedule:** Approach Paper
- T2.2-06 **Evaluation Schedule:** Project Programme
- T2.2-07 **Evaluation Schedule:** Organization and Staffing

Each evaluation criteria will be assessed in terms of scores of 0, 40, 70, 90 or 100

The scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for functionality, unless scored collectively. (See CIDB Inform Practice Note #9).

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



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

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

and/or

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

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

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

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

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

| Selected Specific Goal | Number of points allocated (80/20) | Number of points allocated (90/10) |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|------------------------------------|
| B-BBEE Status Level of Contributor 1 or 2 | 10 | 05 |
| The promotion of supplier development through subcontracting a minimum of 30% of the value of a contract to South African Companies which are: I. EME or QSE 51% Black Owned. | 10 | 05 |
| Non-Compliant and/or B-BBEE Level 3-8 contributors | 0 | 0 |



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

| Specific Goals | Acceptable Evidence |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|
| B-BBEE | B-BBEE Certificate / Sworn-Affidavit B-BBEE Certificate (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines |
| The promotion of supplier development through subcontracting a minimum of 30% of the value of a contract to South African Companies which are: I. EME or QSE 51% Black Owned. | Sub-contracting agreements and Declaration and CIPC – B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate as per DTIC guideline |

The maximum points for this bid are allocated as follows:

| DISCRIPTION | POINTS |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| PRICE | 80/90 |
| SPECIFIC GOALS | |
| B-BBEE Level of contributor (1 or 2) (10/5 points) | 20/10 |
| The promotion of supplier development through subcontracting a minimum of 30% of the value of a contract to South African Companies which are: I. EME or QSE 51% Black Owned. (10/5 points) | |
| Non-Compliant and/or B-BBEE Level 3-8 contributors (0) | |
| Total points for Price and Specific Goals must not exceed | 100 |

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

C.3.13 Tender offers will only be accepted if:

1. The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
2. the tenderer does not appear on Transnet's list for restricted tenderers and National Treasury's list of Tender Defaulters;
3. the tenderer has fully and properly completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state.



-
4. Transnet reserves the right to award the tender to the tenderer who scores the highest number of points overall, unless there are **objective criteria** which will justify the award of the tender to another tenderer. The objective criteria Transnet may apply in this bid process include:
- a) Bidder is not in good standing with Transnet National Ports Authority due to a poor track record of past performance with Transnet SOC Ltd and or Transnet National Ports Authority;
 - b) There is clear, uncontrived and/or overwhelming evidence and/or facts that the bidder has or continues to be in breach of any of the provisions contained in the Integrity Pact;
 - c) The Probity check undertaken by Transnet National Ports Authority establishes the existence of any unmitigated risks which would have a negative impact on the project;
 - d) Unless the appointment of the bidder would result in a negative impact on Transnet's Return on Investment;
 - e) It is necessary to rotate Suppliers to promote opportunities for other suppliers, in circumstances where the bidder has been awarded business previously and the award of the tender will result in inequitable allocation of business;
 - f) The tenderer or its members, directors, partners:
 - Is under restrictions as contemplated in the Integrity Pact,
 - Is a subject of a process of restriction by Transnet or other state institution that Transnet may be aware of and there is a clear, uncontrived and/or overwhelming evidence and/or facts in relation to the alleged wrongdoing on the basis of which the restriction process has been initiated;
 - g) cannot, as necessary and in relation to the proposed contract, demonstrate that it possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
 - h) has no legal capacity to enter into the contract;
 - i) is insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, being wound up, has its affairs administered pursuant to a court order, has ceased or suspended their business activities, or is subject to legal proceedings in respect of any of the foregoing;
 - j) does not comply with the legal requirements, if any, stated in the tender data; and
 - k) is not able to perform the contract free of conflicts of interest.



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-
- l) is able, in the option of the employer to perform the contract free of conflicts of interest.

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

PART T2: RETURNABLE DOCUMENTS



T2.1 List of Returnable Documents

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

- T2.2-01 **Stage 1 Step 2A** - Eligibility with regards to attendance at the compulsory clarification meeting
- T2.2-02 **Stage 1 Step 2B** - Technical pre-qualification for the key personnel

2.1.2 Stage Two – Step Three - Functionality: these schedules will be utilise evaluation purposes:

- T2.2-03 **Evaluation Schedule:** Company Previous Experience.
- T2.2-04 **Evaluation Schedule:** CV's and Experience of Key Persons
- T2.2-05 **Evaluation Schedule:** Approach Paper
- T2.2-06 **Evaluation Schedule:** Project Programme
- T2.2-07 **Evaluation Schedule:** Organization and Staffing

2.1.3 Returnable Schedules:

General:

- T2.2-08 Authority to submit tender
- T2.2-09 Record of addenda to tender documents
- T2.2-10 Letter of Good Standing
- T2.2-11 Proposed Sub Consultants

Agreement and Commitment by Tenderer:

- T2.2-12 CIDB SFU ANNEX G Compulsory Enterprise Questionnaire
- T2.2-13 Non-Disclosure Agreement
- T2.2-14 RFP Declaration Form
- T2.2-15 RFP – Breach of Law
- T2.2-16 Certificate of Acquaintance with Tender Document
- T2.2-17 Service Provider Integrity Pact
- T2.2-18 Supplier Code of Conduct
- T2.2-19 Agreement in terms of (POPIA)
- T2.2-20 (DPIP) Or (FPPO)
- T2.2-21 Job Creation

1.3.2 Bonds/Guarantees/Financial/Insurance:



TRANSNET NATIONAL PORTS AUTHORITY

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T2.2-22 Insurance provided by the Consultant

T2.2-23 Three (3) years audited financial statements

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

2.3 C1.2 Contract Data

2.4 C1.3 Forms of Securities

2.5 C2.1 Pricing Instructions (Activity Schedule)

2.6 C2.2 Activity Schedule

These schedules are required for eligibility purposes

T2.2-01: Eligibility Criteria Schedule:

Certificate of Attendance at Tender Clarification meeting

This is to certify that

.....
(Company Name)

Represented by:
(Name and Surname)

Was represented at the compulsory clarification meeting

| | | |
|-----------|--------------------------------------------------------------------------------------------------------|----------------------|
| Held at: | Emtateni Boardroom, Ocean Terminal Building, Port of Durban, Quayside Road, South Beach, Durban, 4001. | |
| On (date) | 06 February 2025 | Starting time: 10h00 |

Particulars of person(s) attending the site visit:

Name Signature

Capacity

Attendance of the above company at the clarification meeting was confirmed:

Name Signature

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

T2.2-02: TECHNICAL PRE-QUALIFICATION FOR THE KEY PERSONNEL THAT WOULD BE RESPONSIBLE FOR THE EXECUTION OF THIS PROJECT.

NB: Any tenderer that fails to submit any of the registered proposed key personnel as listed below will be regarded as unacceptable.

Bidder to provide proof of registration, validity of the registration will also be verified on the respective website and only valid registration will be accepted.

Key personnel submitted for Technical Pre-Qualifications, will be the ones that will be evaluated on Technical Criteria.

| No | Evaluation Criteria | Valid Proof of registration with registration number (certified copies must be submitted) |
|-----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|
| 1 | Architect – must be currently registered with the South African Council for the Architectural Profession (SACAP) as a Pr. Arch. Provide certified copy of current valid registration with SACAP. | |
| 2 | Structural Engineer – must be currently registered with the Engineering Council of South Africa (ECSA) – Pr.Eng or Pr.Tech. Alternatively, registrations under the International Engineering Alliance (IEA) that are recognized through the Washington, Sydney, or Dublin Accords will also be accepted. Provide certified copy of current valid registration with ECSA. | |
| 3 | Civil Engineer – must be currently registered with the Engineering Council of South Africa (ECSA) – Pr.Eng or Pr.Tech. Alternatively, registrations under the International Engineering Alliance (IEA) that are recognized through the Washington, Sydney, or Dublin Accords will also be accepted. Provide certified copy of current valid registration with ECSA. | |
| 4 | Electrical Engineer – must be currently registered with the Engineering Council of South Africa (ECSA) – Pr.Eng or Pr.Tech. Alternatively, registrations under the International Engineering Alliance (IEA) that are recognized through the Washington, Sydney, or Dublin Accords will also be accepted. Provide certified copy of current valid registration with ECSA. | |

| | | |
|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| | | |
| 5 | Mechanical Engineer – must be currently registered with the Engineering Council of South Africa (ECSA) – Pr.Eng or Pr.Tech. Alternatively, registrations under the International Engineering Alliance (IEA) that are recognized through the Washington, Sydney, or Dublin Accords will also be accepted. Provide certified copy of current valid registration with ECSA. | |
| 6 | Quantity Surveyor – must be currently registered with the South African Council for Quantity Surveying Profession (SACQSP) – Pr.QS. Provide certified copy of current valid registration with SACQSP. | |
| 7 | Project Manager – must be currently registered with the South African Council for the Project and Construction Management Professions (SACPCMP) – Pr.CPM and/or Project Management Institute (PMI) – PMP. Provide certified copy of current valid registration with SACPCMP and/or PMI. | |

**These schedules will be utilised for
Functionality evaluation purposes**

EVALUATION CRITERIA

The qualifying quality criteria and maximum score in respect of each of the qualifying quality criteria are as follows. The minimum number of evaluation points for functionality is **70**.

Note: Tenderers who do not achieve the minimum required evaluation points (70) for functionality will be disqualified from further consideration.

| QUALITY CRITERIA | SUB-CRITERIA | MAXIMUM NUMBER OF POINTS |
|-------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| Company Previous Experience | <p>Company's experience on multidisciplinary design development and detail design of a corporate multistorey office (minimum 5 storeys) and administration buildings completed in the last fifteen (15) years, or similar complex multistorey buildings such as hospitals, retail centers or large-scale projects requiring a multidisciplined engineering team.</p> <p>Tenderer shall submit sufficiently detailed reference letters with names & contact details of Clients for which projects were undertaken and project name with detailed project description, the scope of project, and the scope of work, project value and services undertaken by the company.</p> <p>Refer to T2.2-03 for points allocation.</p> | 25 |
| CV's and Experience of Key Persons | <p>Architecture: weighting is 0.15</p> <p>The tenderer shall submit a CV for the professional Architect who shall have a minimum of ten (10) years of experience in the design of complex multistorey structures with a focus on business operations/administration.</p> <p>Structural Engineer: weighting is 0.15</p> <p>The tenderer shall submit a CV for the Structural Engineer/ Technologist which shall have a minimum of ten (10) years of experience in the design of complex multistorey structures with a focus on business operations/administration.</p> <p>Civil Engineer: weighting is 0.15</p> <p>The tenderer shall submit a CV for the Civil Engineer/ Technologist</p> | 25 |

| | | |
|-----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| | <p>which shall have a minimum of ten (10) years of experience in the design of complex multistorey structures with a focus on business operations/administration.</p> <p>Electrical Engineer: weighting is 0.15</p> <p>The tenderer shall submit a CV for the Electrical Engineer/Technologist which shall have a minimum of ten (10) years of experience in the design of complex multistorey structures with a focus on business operations/administration.</p> <p>Mechanical Engineer: weighting is 0.15</p> <p>The tenderer shall submit a CV for the Mechanical Engineer/Technologist which shall have a minimum of ten (10) years of experience in the design of complex multistorey structures with a focus on business operations/administration.</p> <p>Quantity Surveyor: weighting is 0.15</p> <p>The tenderer shall submit a CV for the Quantity Surveyor which shall have a minimum of 10 years' experience working in civil/structural engineering projects undertaking the role of a Quantity Surveyor.</p> <p>Project Manager: weighting is 0.1</p> <p>The tenderer shall submit a CV for the Project Manager which shall have at-least 10 years of experience in the management of projects in the built environment.</p> <p>Refer to T2.2-04 for points allocation.</p> | |
| Approach Paper | <p>Approach paper that responds to the scope of services and outlines proposed approach / methodology that would be used to develop the concept and produce the deliverables of the project. The approach paper must refer to the programme, method statement, technical approach, and an understanding of the project objective as well as the relevant codes of practice and approvals required.</p> <p>Refer to T2.2-05 for points allocation.</p> | 25 |

| | | |
|----------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| Project Programme | <p>Ability to execute the works in term of the <i>Employer's</i> requirements within the timeframe stipulated in the Scope of Services, indicating in a logical sequence, the order and timing of the activities and deliverables for the feasibility (detailed design) and execution stages of the project.</p> <p>Programme Structure: weighting is 0.7</p> <p>Programme Duration: weighting is 0.3</p> <p>Refer to T2.2-06 for points allocation.</p> | 10 |
| Organisation and Staffing | <p>The tenderer should propose the structure and composition of their team i.e., the main disciplines involved, the key persons / expert responsible for each discipline, and the proposed technical support staff. The tenderer must submit two organograms: one for the feasibility stage (TO #1) of the project and another for the execution stages (TO #2 and TO #3).</p> <p>Feasibility Organogram: weighting is 0.53</p> <p>Execution Organogram: weighting is 0.47</p> <p>Refer to T2.2-07 for points allocation.</p> | 15 |
| Total | | 100 |

T2.2-03: Evaluation Schedule – Company’s Previous Experience (25)

Note to tenderers:

Tenderers are required to demonstrate their company's previous experience in completed multidisciplinary design development and detail design of a corporate multistorey office (minimum 5 storeys) and administration buildings completed in the last fifteen (15) years, or similar complex multistorey buildings such as hospitals, retail centers or large-scale projects requiring a multidisciplinary engineering team. Tenderers shall supply detailed reference letters, on the Company's letterhead, with names and contact details of Clients for projects that were undertaken and completed. The reference letters should further have the project name with a detailed description of the project, and scope of the work undertaken, project value and services undertaken by the company which shall be used in the evaluation of the Company's Previous Experience.

In the case of an association / joint venture / consortium, company's previous experience in completed multidisciplinary design development and detail design of a corporate multistorey office (minimum 5 storeys) and administration buildings completed in the last fifteen (15) years, shall be evaluated.

Reference letters received from Tenderers' sub-consultants will not be considered and evaluated for company's previous experience.

Index of documentation attached to this schedule:

[illegible]



The scoring of the Company's Previous Experience will be as follows:

| | Company's Previous Experience |
|------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| No Response/ Not Acceptable (score 0) | The tenderer has submitted no reference letters or reference letters that are unrelated to the multidisciplinary design development and detail design of a corporate multistorey office (minimum 5 storeys) and administration buildings in the last fifteen (15) years or inadequate information to determine the score. |
| Poor (score 40) | The tenderer has submitted one (1) or two (2) reference letters for multidisciplinary design development and detail design of a corporate multistorey office (minimum 5 storeys) and administration buildings in the last fifteen (15) years and therefore deemed to have limited experience. |
| Satisfactory (score 70) | The tenderer has submitted three (3) or four (4) reference letters multidisciplinary design development and detail design of a corporate multistorey office (minimum 5 storeys) and administration buildings in the last fifteen (15) years and therefore deemed to have satisfactory experience. |
| Good (score 90) | The tenderer has submitted five (5) reference letters for multidisciplinary design development and detail design of a corporate multistorey office (minimum 5 storeys) and administration buildings in the last fifteen (15) years and therefore deemed to have good experience. |
| Very Good (score 100) | The tenderer has submitted six (6) or more reference letters for multidisciplinary design development and detail design of a corporate multistorey office (minimum 5 storeys) and administration buildings in the last fifteen (15) years and therefore deemed to have good experience. |

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

Signed _____ Date _____

Name _____ Position _____

Tenderer _____



T2.2-04: Evaluation Schedule – CV's & Experience of Key Persons (25)

Note to tenderers:

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

Detailed CV's showing personal particulars, level of experience required for this project, including certified copies of qualifications and relevant registrations for people proposed for all identified posts for the project inclusive of minimum key people stated in the Scope of Services. The CV should also include the name of current employer and position; and provide an outline of recent assignments/detailed experience that has bearing on the scope of work.

Only CVs of the Key People submitted in the Technical Pre-Qualification stage and Key People are also indicated in the organogram for the required roles of the project will be evaluated.

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

Architect:

- The tenderer shall submit certified valid copies of Qualifications and Professional Registration with South African Council for the Architectural Profession (SACAP) for the Pr. Arch. The tenderer shall submit a CV and design portfolio for the Architect which shall have at-least 10 years of experience in the design of corporate multistorey office and administration buildings projects.

Structural Engineer:

- The tenderer shall submit certified valid copies of Qualifications and Professional Registration with Engineering Council of South Africa (ECSA) for the Structural Engineer (Pr. Eng/Pr. Tech). The tenderer shall submit a CV for the Structural Engineer which shall have at-least 10 years of experience in the design of corporate multistorey office and administration buildings projects.

Civil Engineer:

- The tenderer shall submit certified valid copies of Qualifications and Professional Registration with Engineering Council of South Africa (ECSA) for the Civil Engineer (Pr. Eng/Pr. Tech). The tenderer shall submit a CV for the Civil Engineer which shall have at-least 10 years of experience in the design of office building projects.

Electrical Engineer:

- The tenderer shall submit certified valid copies of Qualifications and Professional Registration with Engineering Council of South Africa (ECSA) for the Electrical Engineer (Pr. Eng/Pr. Tech). The tenderer shall submit a CV for the Electrical Engineer which shall have at-least 10 years of experience in the design of office building projects.



Mechanical Engineer:

- The tenderer shall submit certified valid copies of Qualifications and Professional Registration with the Engineering Council of South Africa (ECSA) for the Mechanical Engineer (Pr. Eng/Pr. Tech). The tenderer shall submit a CV for the Mechanical Engineer which shall have at-least 10 years of experience in the design of office building projects.

Quantity Surveyor

- The tenderer shall submit certified valid copies of Qualifications and Professional Registration with the South African Council for Quantity Surveying Profession (SACQSP) for the Quantity Surveyor (Pr.QS). The tenderer shall submit a CV for the Quantity Surveyor which shall have a minimum of 10 years' experience working in civil/structural engineering projects undertaking the role of a Quantity Surveyor.

Project Manager

- The tenderer shall submit certified valid copies of Qualifications in the built environment field of study (BSc / BEng / BTech/ Diploma). The Project Manager must be registered with the South African Council for the Project and Construction Management Professions (SACPCMP) as a Professional Construction Project Manager (Pr.CPM) or with the Project Management Institute (PMI) as a Project Management Professional (PMP). The tenderer shall submit a CV for the Project Manager which shall have at-least 10 years of experience in the management of projects in the built environment. In addition, experience with managing NEC 3 contracts, is an added advantage.

List of Key Persons assigned to the above disciplines.

| No. | Key Persons | Name and Surname | CV attached (Yes/No) |
|------------|-------------------------|-------------------------|---------------------------------|
| 1 | Architect X 1 | | |
| 2 | Structural Engineer X 1 | | |
| 3 | Electrical Engineer X 1 | | |
| 4 | Civil Engineer X 1 | | |
| 5 | Mechanical Engineer X 1 | | |
| 6 | Quantity Surveyor X 1 | | |
| 7 | Project Manager X 1 | | |



Attached submissions to this schedule:

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

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

| Criteria | Sub-Criteria | Criteria Matrix | Scoring | Weighting Matrix | Weighting/ Points |
|-------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|-----------------|--------------------------------------------------------------------------------------------------------------------|------------------|-------------------|
| Evaluation Schedule: T2.2-04: Track Record (Lead Resources) | | | | 100 | 25 |
| Previous experience of proposed personnel (where applicable, Professional Registration documentation) | Architect SACAP registered. (Pr.Arch) | 0 | No CV submitted /CV indicates 2 years or less of experience or inadequate information to determine a score. | 15% | 3.75 |
| | | 40% | Between 3 and 9 years of experience of which 2 years is after registration. | | |
| | | 70% | 10 years of experience of which 5 years is after registration. | | |
| | | 90% | Between 11 and 14 years of experience of which 7 years is after registration. | | |
| | | 100% | 15 years and more of experience of which 10 years is after registration. | | |
| | Structural Engineer or Technologist ECSA registered. (Pr. Eng./Pr. Tech.) | 0 | No CV submitted/CV indicates 2 years or less of experience or inadequate information to determine a score. | 15% | 3.75 |
| | | 40% | Between 3 and 9 years of experience of which 2 years is after registration. | | |
| | | 70% | 10 years of experience of which 5 years is after registration. | | |
| | | 90% | Between 11 and 14 years of experience of which 7 years is after registration. | | |
| | | 100% | 15 years and more of experience of which 10 years is after registration. | | |
| | Civil Engineer or Technologist ECSA registered. (Pr. Eng./Pr. Tech.) | 0 | No CV submitted/CV indicates 2 years or less of experience or inadequate information to determine a score. | 15% | 3.75 |
| | | 40% | Between 3 and 9 years of experience of which 2 years is after registration. | | |
| | | 70% | 10 years of experience of which 5 years is after registration. | | |
| | | 90% | Between 11 and 14 years of experience of which 7 years is after registration. | | |
| | | 100% | 15 years and more of experience of which 10 years is after registration. | | |

| | | | | |
|------------------------------------------------------------------------------|------|--------------------------------------------------------------------------------------------------------------------|-----|------|
| Electrical Engineer or Technologist ECSA registered. (Pr. Eng./Pr. Tech.) | 0 | No CV submitted /CV indicates 2 years or less of experience or inadequate information to determine a score. | 15% | 3.75 |
| | 40% | Between 3 and 9 years of experience of which 2 years is after registration. | | |
| | 70% | 10 years of experience of which 5 years is after registration. | | |
| | 90% | Between 11 and 14 years of experience of which 7 years is after registration. | | |
| | 100% | 15 years and more of experience of which 10 years is after registration. | | |
| Mechanical Engineer or Technologist ECSA registered. (Pr. Eng./Pr. Tech.) | 0 | No CV submitted /CV indicates 2 years or less of experience or inadequate information to determine a score. | 15% | 3.75 |
| | 40% | Between 3 and 9 years of experience of which 2 years is after registration. | | |
| | 70% | 10 years of experience of which 5 years is after registration. | | |
| | 90% | Between 11 and 14 years of experience of which 7 years is after registration. | | |
| | 100% | 15 years and more of experience of which 10 years is after registration. | | |
| Quantity Surveyor SAQSP registered. (Pr.QS) | 0 | No CV submitted /CV indicates 2 years or less of experience or inadequate information to determine a score. | 15% | 3.75 |
| | 40% | Between 3 and 9 years of experience of which 2 years is after registration. | | |
| | 70% | 10 years of experience of which 5 years is after registration. | | |
| | 90% | Between 11 and 14 years of experience of which 7 years is after registration. | | |
| | 100% | 15 years and more of experience of which 10 years is after registration. | | |
| Project Manager SACPCMP (Pr.CPM) or PMI (PMP) registered. | 0 | No CV submitted /CV indicates 2 years or less of experience or inadequate information to determine a score. | 15% | 2.5 |
| | 40% | Between 3 and 9 years of experience of which 2 years is after registration. | | |
| | 70% | 10 years of experience of which 5 years is after registration. | | |
| | 90% | Between 11 and 14 years of experience of which 7 years is after registration. | | |

| | | | | | |
|--|--|------|---------------------------------------------------------------------------------|--|--|
| | | 100% | 15 years and more of experience of which 10 years is after registration. | | |
|--|--|------|---------------------------------------------------------------------------------|--|--|

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

Signed

Date

Name

Position

Tenderer

T2.2-05: Evaluation Schedule - Approach Paper (25)

Note to tenderers:

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

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

The Approach Paper should cover the following critical aspects and be specific to high-rise corporate and administrative multistorey buildings at the specific project site. (Consultant must refer to the full description of the Scope of Services):

1. Outline Project Approach and Objectives:

- Outline the technical approach adopted to complete each Task Order.
- Clearly delineate the scope of each Task Order, specifying boundaries, deliverables and dependencies.

2. Feasibility Design Development and Links to Specialist Studies:

- Design philosophy
- Outline design codes, standards and legislation that will be utilised for the project (all disciplines).
- Outline the permit, licenses and authorization required for the project.

3. Design Reviewing Processes:

- Show all reviewers (linked to the organogram).
- Process flow chart to illustrate review process.
- Reviewal tools (e.g. sign off sheets, etc.)

4. Management Tools and System:

- Design, drawing and scheduling work packages.

5. Detailed Method Statement:

- Method statement aligned to all the scope items.
- The method statement shows initiation, handover and close-out stages.
- Key stakeholders identified.
- Project risks identified.

The tenderer must attach his / her approach paper to this page. The approach paper should not be longer than **5 (five)** pages.

The scoring of the approach paper will be as follows:

| | Technical approach and methodology |
|----------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| No Response/ Not Acceptable (score 0) | The tenderer has submitted no information or inadequate information to determine a score. The approach paper submitted does not cover any of the critical aspects and is generic. |
| Poor (score 40) | The approach/methodology covers one (1) or two (2) of the critical aspects required and is practical. The tenderer has misunderstood the scope of work and does not deal with the project's critical characteristics. |
| Satisfactory (score 70) | The approach/methodology covers three (3) of the critical aspects required and is tailored to address the specifics of the project objectives and requirements. The approach adequately dealt with the project's critical characteristics and is practical. |
| Good (score 90) | The approach/methodology covers four (4) of the critical aspects required and is tailored to address the specifics of the project objectives and requirements. The tenderer shows full understanding of the <i>Employer's</i> objectives and proposes a practical approach to address the requirements. |
| Very good (score 100) | The approach/methodology covers five (5) of the critical aspects required and is tailored to address the specifics of the project objectives and requirements. The tenderer shows full understanding of the <i>Employer's</i> objectives and proposes a practical approach to address the requirements. |

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

Signed

Date

Name

Position

Tenderer

T2.2-06: Evaluation Schedule – Programme (10)

Note to tenderers:

The tenderer must submit a detailed Gantt chart programme (**either on Microsoft Project/Primavera**) that clearly sets out timelines for the project milestones, guides resource allocation, and helps manage potential project risks to provide the required services. The proposed programme shall include but not be limited to the following:

a) Programme Structure [7 points]

The following are the requirements that shall be used to score the Gantt chart:

1. Level 3 Programme:

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

2. Logical Sequence:

The programme follows a logical sequence of tasks and activities with predecessor and successors clearly indicated. The order and timing of feasibility and detail design tasks/activities; procurement activities and construction monitoring and close-out activities, that will take place to provide the services is accurately identified and accounted for.

3. Critical Path:

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

4. Milestones and Deliverables:

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

5. Alignment with Project Objectives:

The programme tasks and milestones reflect the project's objectives as outlined in the Scope of Services.

b) Programme Duration: [3 points]

The overall programme shows the tenderer’s ability to execute the works in terms of the *Employer’s* requirements within the required timeframe. The proposed duration for the Task Orders are as follows:

- Task Order 1 (Feasibility and Detailed Design) – 10 months
- Task Order 2 (Procurement Support) – 8 months
- Task Order 3 (Construction Monitoring and Close-Out) – 20 months

Note: The duration for Task Order 2 and Task Order 3, will remain fixed for evaluation purposes.

The scoring of the Programme will be as follows:

| | Programme structure [7 points] | Overall programme durations [3 points] |
|------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|
| No Response/ Not Acceptable (score 0) | The tenderer has not submitted a Gantt chart programme to evaluate the score/ Programme is not in Microsoft Project/Primavera . | |
| Poor (score 40) | The tenderer has submitted a proposed Gantt chart that meet one (1) or two (2) of the requirements. | The proposed duration for Task Order One (1) is more than 10 months but less than 12 months. |
| Satisfactory (score 70) | The tenderer has submitted a proposed Gantt chart that meets three (3) of the requirements. | The proposed duration for Task Order One (1) is 10 months. |
| Good (score 90) | The tenderer has submitted a proposed Gantt chart that meets four (4) of the requirements. | The proposed duration for Task Order One (1) is more than 7 months and less than 10 months. |
| Very good (score 100) | The tenderer has submitted a proposed Gantt chart that meets five (5) of the requirements. | The proposed duration for Task Order One (1) is 7 months or less. |

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

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

T2.2-07: Evaluation Schedule - Organisation and Staffing (15)

Note to tenderers:

An organisation chart showing the proposed project team (including the key people you have identified in the Contract Data Part two, in addition to the minimum required key people stated in the Scope of Services), namely: Architect, Structural Engineer, Civil Engineer, Electrical Engineer, Mechanical Engineer, Quantity Surveyor and Project Manager. The tenderer must submit **two organograms**: one for the feasibility stage (TO #1) of the project and another for the execution stages (TO #2 and TO #3). The roles and responsibilities of each key staff member / expert should be set out as job descriptions.

The Organogram must cover the following critical aspects:

1. Hierarchy and Roles:

- Clear, concise, and easily understandable structure, with a well-defined hierarchy. Establish who reports to whom, especially in cases where roles span multiple Task Orders.
- Clearly defined roles and responsibilities for each position set out as job descriptions, minimizing confusion. In the case of an association / joint venture / consortium, it should indicate how the duties and responsibilities are to be shared. Ensure each role is clearly associated with specific Task Orders or project-wide functions.
- The proposed structure and composition of the project team i.e. the main disciplines involved, the key staff member / expert responsible for each discipline, and the proposed technical support staff (i.e. draught person, engineers, technicians, etc.).

2. Integration and Communication:

- Clear communication channels, promoting smooth information flow and collaboration amongst the proposed project team (across all Task Orders).
- Show how Task Order teams coordinate with each other and the overall project management of the project.
- Clearly differentiate between roles that are unique to a Task Order and those shared across Task Orders.

3. Resource Allocation:

- Reflect the division of human resources across Task Orders.
- Include shared support services and their reporting lines (i.e. planner, document control, etc.)
- No overlapping or misallocation of tasks and responsibilities among the key personnel assigned to the project.

4. Specialist Resources:

- Show the specialist resources required in the feasibility stage (TO #1) and execution stages (TO #2 and TO #3).

5. Scalability and Flexibility:

- Flexible and scalable organogram that can accommodate growth, changes, and evolving project needs.
- The proposed team is well integrated and includes proposed additional resources that will be used to address the project requirements.

The tenderer must attach his / her organization and staffing proposals (two organograms) to this page.

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

| | Organization and Staffing | |
|-------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | Feasibility organogram [8 points] | Execution organogram [7 points] |
| No Response / Not Acceptable (score 0) | The tenderer has submitted no organogram or inadequate information to determine a score. The organogram submitted does not cover any of the critical aspects. | The tenderer has submitted no organogram or inadequate information to determine a score. The organogram submitted does not cover any of the critical aspects. |
| Poor (score 40) | The organogram covers one (1) or two (2) of the critical aspects required, therefore the organogram is deemed poor. | The organogram covers one (1) or two (2) of the critical aspects required, therefore the organogram is deemed poor. |
| Satisfactory (score 70) | The organogram covers three (3) of the critical aspects required, therefore the organogram is deemed satisfactory. | The organogram covers three (3) of the critical aspects required, therefore the organogram is deemed satisfactory. |
| Good (score 90) | The organogram covers four (4) of the critical aspects required, therefore the organogram is deemed good. | The organogram covers four (4) of the critical aspects required, therefore the organogram is deemed good. |
| Very Good (score 100) | The organogram covers five (5) of the critical aspects required, therefore the organogram is deemed very good. | The organogram covers five (5) of the critical aspects required, therefore the organogram is deemed very good. |



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

| | | | |
|----------|-------|----------|-------|
| Signed | _____ | Date | _____ |
| Name | _____ | Position | _____ |
| Tenderer | _____ | | |

Returnable Schedules

T2.2-08: Authority to submit a Tender

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

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

A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors

B. Certificate for Partnership

We, the undersigned, being the **key partners** in the business trading as _____ hereby authorise Mr/Ms _____, acting in the capacity of _____, to sign all documents in connection with the tender offer for Contract _____ and any contract resulting from it on our behalf.

| Name | Address | Signature | Date |
|------|---------|-----------|------|
| | | | |
| | | | |
| | | | |
| | | | |

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

C. Certificate for Joint Venture

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

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

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

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

D. Certificate for Sole Proprietor

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

Signed _____ Date _____

Name _____ Position Sole Proprietor

T2.2-09: Record of Addenda to Tender Documents

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

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

Attach additional pages if more space is required.

T2.2-10 Letter of Good Standing with the Workmen's Compensation Fund

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

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

Name of Company/Members of Joint Venture:

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

NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2024/11/0002/84527/RFP

DESCRIPTION OF THE SERVICES: PROVISION FOR DETAILED DESIGN (FEASIBILITY) INCLUDING PROCUREMENT SUPPORT AND CONSTRUCTION MONITORING FOR NEW ADMINISTRATION BUILDING, AT THE PORT OF DURBAN

T2.2-11 Proposed Sub Consultants:

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

Provide information of the Sub-consultants below:

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

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

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

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

1.2 Either the 80/20 or 90/10 preference point system will apply

1.3 Preference points for this bid shall be awarded for:

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

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

| | POINTS |
|------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| PRICE | 80/90 |
| B-BBEE Level of contributor (1 or 2) (10/5 points) | 20/10 |
| The promotion of supplier development through subcontracting a minimum of 30% of the value of a contract to South African Companies which are: | |
| I. EME or QSE 51% Black Owned. (10/5 points) | |
| Non-Compliant and/or B-BBEE Level 3-8 contributors (0) | |
| Total points for Price and B-BBEE must not exceed | 100 |

1.5 Failure on the part of a bidder to submit proof of evidence required for any of the specific goals

together with the bid will be interpreted to mean that preference points for that specific goal are not claimed.

- 1.6 The purchaser reserves the right to require of a 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.

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

3. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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

4. EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS

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

| 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 guideline. |
| The promotion of supplier development through subcontracting a minimum of 30% of the value of a contract to South African Companies which are: I. EME or QSE 51% Black Owned. | Sub-contracting agreements and Declaration and CIPC – B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate as per DTIC guideline |

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

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

| Enterprise | B-BBEE Certificate & Sworn Affidavit |
|------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Large | Certificate issued by SANAS accredited verification agency |
| QSE | <p>Certificate issued by SANAS accredited verification agency</p> <p>Sworn Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned)</p> <p>[Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at www.dti.gov.za/economic_empowerment/bee_codes.jsp.]</p> |
| EME¹ | <p>Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership</p> <p>Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership</p> <p>Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard</p> |

- 4.3 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.
- 4.4 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 4.5 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 4.6 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the

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.

person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

- 4.7 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contribution: . =.....(maximum of **10/05** points)

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

7. SUB-CONTRACTING

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

(***Tick applicable box***)

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

- 7.1.1 If yes, indicate:

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

(***Tick applicable box***)

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in

paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

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

WITNESSES

1.

2.

.....

SIGNATURE(S) OF BIDDERS(S)

DATE:

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

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.

of the awarding of the contract.

- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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 NON-DISCLOSURE AGREEMENT

[..... 2020]

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

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

TRANSNET SOC LTD

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

and

.....
.....

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

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

WHEREAS

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

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

- 1.1 **Agents** mean directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;
- 1.2 **Bid or Bid Document** (hereinafter Tender) means Transnet's Request for Information [**RFI**] Request for Proposal [**RFP**] or Request for Quotation [**RFQ**], as the case may be;

1.3 **Confidential Information** means any information or other data relating to one party [the **Disclosing Party**] and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Bid to the other party [the **Receiving Party**] or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:

1.3.1 is publicly available at the time of its disclosure or becomes publicly available [other than as a result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this Agreement]; or

1.3.2 was lawfully in the possession of the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] free of any restriction as to its use or disclosure prior to its being so disclosed; or

1.3.3 following such disclosure, becomes available to the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] from a source other than the Disclosing Party or its Agents, which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information;

1.4 **Group** means any subsidiary, any holding company and any subsidiary of any holding company of either party; and

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

2. CONFIDENTIAL INFORMATION

2.1 All Confidential Information given by one party to this Agreement [the **Disclosing Party**] to the other party [the **Receiving Party**] will be treated by the Receiving Party as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose [whether in writing or orally or in any other manner] Confidential Information to any other person other than in accordance with the terms of this Agreement.

2.2 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Tender or for the subsequent performance of any contract between the parties in relation to the Tender.

2.3 Notwithstanding clause 2.1 above, the Receiving Party may disclose Confidential Information:

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

3. RECORDS AND RETURN OF INFORMATION

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

4. ANNOUNCEMENTS

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

5. DURATION

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

6. PRINCIPAL

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

7. ADEQUACY OF DAMAGES

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

8. PRIVACY AND DATA PROTECTION

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

9. GENERAL

- 9.1 Neither party may assign the benefit of this Agreement, or any interest hereunder, except with the prior written consent of the other, save that Transnet may assign this Agreement at any time to any member of the Transnet Group.
- 9.2 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.

T2.2-14: TENDER DECLARATION FORM

NAME OF COMPANY: _____

We _____ do hereby certify that:

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

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

Indicate nature of relationship with Transnet:

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

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

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

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

IMPORTANT NOTICE TO RESPONDENTS

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

T2.2-15: REQUEST FOR PROPOSAL – BREACH OF LAW

NAME OF COMPANY: _____

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

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

NATURE OF BREACH:

DATE OF BREACH: _____

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

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDERER

T2.2-16: 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

T2.2-17 Service Provider Integrity Pact

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

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

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

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

PREAMBLE

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

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

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

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

1 OBJECTIVES

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

2 COMMITMENTS OF TRANSNET

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

- 2.1 Transnet hereby undertakes that no employee of Transnet connected directly or indirectly with the sourcing event and ensuing contract, will demand, take a promise for or accept directly or through intermediaries any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Tenderer, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the tendering process, Tender evaluation, contracting or implementation process related to any contract.
- 2.2 Transnet will, during the registration and tendering process treat all Tenderers/ Service Providers/Contractor with equity, transparency and fairness. Transnet will in particular, before and during the registration process, provide to all Tenderers/ Service Providers/Contractors the same information and will not provide to any Tenderers/Service Providers/Contractors confidential/additional information through

which the Tenderers/Service Providers/Contractors could obtain an advantage in relation to any tendering process.

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

3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

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

immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Transnet, connected directly or indirectly with the tendering process, or to any person, organisation or third party related to the contract in exchange for any advantage in the tendering, evaluation, contracting and implementation of the contract.

- 3.3 The Tenderer/Service Provider/Contractor will not collude with other parties interested in the contract to preclude a competitive Tender price, impair the transparency, fairness and progress of the tendering process, Tender evaluation, contracting and implementation of the contract. The Tenderer / Service Provider further commits itself to delivering against all agreed upon conditions as stipulated within the contract.
- 3.4 The Tenderer/Service Provider/Contractor will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Tenderers/Service Providers/Contractors. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the tendering process.
- 3.5 The Tenderer/Service Provider/Contractor will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Tenderer/Service Provider/Contractor will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 3.6 A Tenderer/Service Provider/Contractor of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or tendering process. Similarly, the Tenderer / Service Provider / Contractor of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or tendering process.
- 3.7 The Tenderer/Service Provider/Contractor will not misrepresent facts or furnish false or forged documents or information in order to influence the tendering process to the advantage of the Tenderer/Service Provider/Contractor or detriment of Transnet or other competitors.
- 3.8 Transnet may require the Tenderer/Service Provider/Contractor to furnish Transnet with a copy of its code of conduct. Such code of conduct must address the compliance programme for the implementation of the code of conduct and reject the use of bribes and other dishonest and unethical conduct.
- 3.9 The Tenderer/Service Provider/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 3.10 The Tenderer/Service Provider/Contractor confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human Rights,

Labour, Anti-Corruption and the Environment when undertaking business with Transnet as follows:

a) Human Rights

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

b) Labour

- Principle 3: Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;
- Principle 4: the elimination of all forms of forced and compulsory labour;
- Principle 5: the effective abolition of child labour; and
- Principle 6: the elimination of discrimination in respect of employment and occupation.

c) Environment

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

d) Anti-Corruption

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

4 INDEPENDENT TENDERING

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

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

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

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

- 4.3 In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- a) prices;
 - b) geographical area where Goods or Services will be rendered [market allocation];
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a Tender;
 - e) the submission of a Tender which does not meet the specifications and conditions of the RFP; or
 - f) tendering with the intention of not winning the Tender.
- 4.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Goods or Services to which his/her tender relates.
- 4.5 The terms of the Tender as submitted have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.
- 4.6 Tenderers are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Tenders and contracts, Tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [NPA] for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.
- 4.7 Should the Tenderer find any terms or conditions stipulated in any of the relevant documents quoted in the Tender unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Tender. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be.

5 DISQUALIFICATION FROM TENDERING PROCESS

- 5.1 If the Tenderer/Service Provider/Contractor has committed a transgression through a violation of section 3 of this Integrity Pact or in any other form such as to put its reliability or credibility as a Tenderer/Service Provider/Contractor into question, Transnet may reject the Tenderer's / Service Provider's / Contractor's application from the registration or tendering process and remove the Tenderer/Service Provider/Contractor from its database, if already registered.

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

6 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

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

- 6.6 A Service Provider or Contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.
- 6.7 Grounds for blacklisting include: If any person/Enterprise which has submitted a Tender, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Tender or contract:
- a) Has, in bad faith, withdrawn such Tender after the advertised closing date and time for the receipt of Tenders;
 - b) has, after being notified of the acceptance of his Tender, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the Tender documents;
 - c) has carried out any contract resulting from such Tender in an unsatisfactory manner or has breached any condition of the contract;
 - d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;
 - e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;
 - f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:
 - (i) he made the statement in good faith honestly believing it to be correct; and
 - (ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;
 - g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
 - h) has litigated against Transnet in bad faith.
- 6.8 Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National Treasury's database of Restricted Service Providers or Register of Tender Defaulters.
- 6.9 Companies associated with the person/s guilty of misconduct (i.e. entities owned, controlled or managed by such persons), any companies subsequently formed by the person(s) guilty of the misconduct and/or an existing company where such person(s) acquires a controlling stake may be considered for blacklisting. The decision to extend the blacklist to associated companies will be at the sole discretion of Transnet.

7 PREVIOUS TRANSGRESSIONS

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

8 SANCTIONS FOR VIOLATIONS

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

9 CONFLICTS OF INTEREST

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

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

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

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

10 DISPUTE RESOLUTION

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

11 GENERAL

- 11.1 This Integrity Pact is governed by and interpreted in accordance with the laws of the Republic of South Africa.

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

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

T2.2-18 : 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

T2.2-19 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 s possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations .
- 2.12. In signing this addendum that is in terms of the POPIA, the Operator hereby agrees that it has adequate measures in place to provide protection of the personal information and the information of a third party given to it by Transnet in line with the 8 conditions of the POPIA and that it will provide to Transnet satisfactory evidence of these measures whenever called upon to do so by Transnet.

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

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

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

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

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

3. SOLE AGREEMENT

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

Signed at _____ on this _____ day of _____ 2022

Name: _____

Title: _____

Signature: _____

-----**(Pty) Ltd**

(Operator)

Authorised signatory for and on behalf of ----- (Pty) Ltd who warrants that he/she is duly authorised to sign this Agreement.

AS WITNESSES:

1. Name: _____ Signature: _____

2. Name: _____ Signature: _____

T2.2-20 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 | | | | | | |
| 4 | | | | | | |

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.

T2-21 JOB-CREATION SCHEDULE

The Government has identified State Owned Enterprises sourcing activities as a key enabler to achieve the National Development Plan (NDP) objective of reducing unemployment from the current baseline of 28% to 6%. In order to give effect to these job creation objectives, Respondents are required to provide the following undertaking of new jobs that will be created (either by them or by their subcontractors) should they be awarded this bid.

- (a) Please indicate total number of new jobs that will be created over the term of the contract:

| Total number and value of new jobs created | Total number of new jobs | Total rand value of new jobs created |
|--------------------------------------------|--------------------------|--------------------------------------|
| | | |

- (b) Of the total number of new jobs created, please indicate the number and value of new jobs to be created for the following designated groups:

| | Total number of new jobs | Total rand value of new jobs |
|-------------------------------------------------------------------|--------------------------|------------------------------|
| Black men | | |
| Black women | | |
| Black Youth | | |
| Black people living in rural or underdeveloped areas or townships | | |
| Black People with Disabilities | | |

- (c) Of the total number of new jobs created, please indicate the number of skilled, semi-skilled and unskilled new jobs that will be created over the term of the contract:

| | Total number of Skilled jobs | Total number of Semi-skilled jobs | Total number of Unskilled jobs |
|-------------------------------------------------------------------|------------------------------|-----------------------------------|--------------------------------|
| Black men | | | |
| Black women | | | |
| Black Youth | | | |
| Black people living in rural or underdeveloped areas or townships | | | |
| Black People with Disabilities | | | |
| Other | | | |

(d) Please indicate the number of new jobs to be created, broken down per quarter over the term of the contract.

| Year 1 | Q1 | Q2 | Q3 | Q4 |
|------------------------------------------------------------------------------------------|-----------|-----------|-----------|-----------|
| Total number of new jobs | | | | |
| Number of new jobs for Black men | | | | |
| Number of new jobs for black women | | | | |
| Number of new jobs for black youth | | | | |
| Number of new jobs for black people living in rural or underdeveloped areas or townships | | | | |
| Number of new jobs for black People with Disabilities | | | | |
| Number of new jobs for other categories | | | | |
| Number of new skilled jobs | | | | |
| Number of new semi-skilled jobs | | | | |
| Number of new unskilled jobs | | | | |
| Year 2 | Q1 | Q2 | Q3 | Q4 |
| Total number of new jobs | | | | |
| Number of new jobs for Black men | | | | |
| Number of new jobs for black women | | | | |
| Number of new jobs for black youth | | | | |
| Number of new jobs for black people living in rural or underdeveloped areas or townships | | | | |
| Number of new jobs for black People with Disabilities | | | | |
| Number of new jobs for other categories | | | | |
| Number of new skilled jobs | | | | |
| Number of new semi-skilled jobs | | | | |
| Number of new unskilled jobs | | | | |

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

Clause 81.1 in NEC3 Professional Services Contract (June 2005) (amended June 2006 and April 2013) requires that the *Consultant* provides the insurance stated in the insurance table except any insurance which the *Employer* is to provide as stated in the Contract Data.

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

| Insurance against (See clause 81.1 of the PSC) | Minimum amount stated in the Contract Data & Name of Insurance Company | Cover | Premium |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|-------|---------|
| Liability of the <i>Consultant</i> for claims made against him arising out of his failure to use the skill and care normally used by professionals providing services similar to the <i>services</i> | The amount stated in the Contract Data | | |
| Liability for death of or bodily injury to a person (not an employee of the <i>Consultant</i>) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i> | The amount stated in the Contract Data for any one event | | |
| Liability for death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract | The greater of the amount required by the applicable law and the amount stated in the Contract Data for any one event | | |
| (Other) | | | |
| | | | |
| | | | |

T2.2-23: Three (3) years audited financial statements

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

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

.....

.....

.....

.....

.....

.....

.....

PART C: THE CONTRACT

PART C1: AGREEMENTS AND CONTRACT DATA

C1.1 FORM OF OFFER & ACCEPTANCE

Offer

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

PROVISION FOR DETAILED DESIGN (FEASIBILITY) INCLUDING PROCUREMENT SUPPORT AND CONSTRUCTION MONITORING FOR NEW ADMINISTRATION BUILDING, AT THE PORT OF DURBAN.

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

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

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

This Offer may be accepted by the *Employer* by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the *NEC3 PSC Consultant* in the *conditions of contract* identified in the Contract Data.

Signature(s)

Name(s)

Capacity

**for the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

Notwithstanding anything contained herein, this agreement comes into effect on the date of award of contract. Unless the tenderer (now the *NEC3 PSC Consultant*) within five working days of the date of such receipt notifies the *Employer* in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s)

Name(s)

Capacity

**for the
Employer:**

Transnet SOC (Ltd) trading through its
operating division Transnet National Ports Authority

Name &
signature of
witness

Date

Schedule of Deviations

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

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

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

| | For the <i>tenderer</i>: | For the <i>Employer</i> |
|-----------------------------------|---------------------------------|---------------------------------------------------------------------------------------------------|
| Signature | _____ | _____ |
| Name | _____ | _____ |
| Capacity | _____ | _____ |
| On behalf of | _____ | Transnet SOC (Ltd) trading through its operating division Transnet National Ports Authority |
| Name & signature of witness | _____ | _____ |
| Date | _____ | _____ |

C1.2 Contract Data

Part one - Data provided by the *Employer*

| Clause | Statement | Data |
|--------|-------------------------------------------------------------------------------------------|---------------------------------------------|
| 1 | General | |
| | The <i>conditions of contract</i> are the core clauses and the clauses for main Option | |
| | dispute resolution Option | G: Term contract |
| | and secondary Options | W1: Dispute resolution procedure |
| | | X1: Price adjustment for inflation |
| | | X2: Changes in the law |
| | | X7: Delay damages |
| | | X9: Transfer of rights |
| | | X10: <i>Employer's Agent</i> |
| | | X13: Performance Bond |
| | | X18: Limitation of liability |
| | | Z: <i>Additional conditions of contract</i> |
| | of the NEC3 Professional Services Contract (June 2005) (amended June 2006 and April 2013) | |



TRANSNET NATIONAL PORTS AUTHORITY

CONTRACT NUMBER: TNPA/2024/11/0002/84527/RFP

DESCRIPTION OF SERVICES: PROVISION FOR DETAILED DESIGN (FEASIBILITY) INCLUDING PROCUREMENT SUPPORT AND CONSTRUCTION MONITORING FOR NEW ADMINISTRATION BUILDING, AT THE PORT OF DURBAN.

| | | | | |
|----------|----------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|---------------|
| 10.1 | The <i>Employer</i> is (Name): | Transnet SOC Ltd | | |
| | Address | Registered address: Transnet Corporate Centre 138 Eloff Street Braamfontein Johannesburg 2000 | | |
| | Having elected its Contractual Address for the purposes of this contract as: | Transnet National Ports Authority Queens Warehouse 237 Mahatma Gandhi Road Durban 4001 | | |
| 11.2(9) | The <i>services</i> are | Detailed design (feasibility) services including procurement support and construction monitoring for the new administration building, at the Port of Durban. | | |
| 11.2(10) | The following matters will be included in the Risk Register | None identified | | |
| 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 | | |
| 13.6 | The <i>period for retention</i> is | Five (5) years following Completion or earlier termination. | | |
| 2 | The Parties' main responsibilities | | | |
| 25.2 | The <i>Employer</i> provides access to the following persons, places, and things | As defined in the Scope | | |
| 3 | Time | | | |
| 31.2 | The <i>starting date</i> is | 30 June 2025 | | |
| 11.2(3) | The <i>completion date</i> is | 22 April 2026 | | |
| 11.2(6) | The <i>key dates</i> are: | Task Description | Start date | End date |
| | | TO #1 – Feasibility detailed engineering design | 30 June 2025 | 22 April 2026 |
| | | TO #2 – Procurement support | 01 April 2026 - 17 November 2026 | |



TRANSNET NATIONAL PORTS AUTHORITY

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DESCRIPTION OF SERVICES: PROVISION FOR DETAILED DESIGN (FEASIBILITY) INCLUDING PROCUREMENT SUPPORT AND CONSTRUCTION MONITORING FOR NEW ADMINISTRATION BUILDING, AT THE PORT OF DURBAN.

| | | | |
|----------|------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|
| | | TO #3 – Construction monitoring and close out | 18 November 2026 - 07 July 2028 |
| 11.2(3) | The <i>completion date</i> for the whole of the <i>services</i> is | 07 July 2028 | |
| 31.1 | The <i>Consultant</i> is to submit a first programme for acceptance within | Two (2) weeks of the Contract Date. | |
| 32.2 | The <i>Consultant</i> submits revised programmes at intervals no longer than | Two (2) weeks. | |
| 4 | Quality | | |
| 40.2 | The quality policy statement and quality plan are provided within | As defined in the Scope. | |
| 41.1 | The <i>defects date</i> is | Twenty-six (26) weeks after Completion of a Task for the services associated with such Task. | |
| 5 | Payment | | |
| 50.1 | The <i>assessment interval</i> is on the | 18th day of each successive month. | |
| 50.3 | The <i>expenses</i> stated by the <i>Employer</i> are | Item | Amount |
| | | Economy air fares | Charged at proven costs strictly on limits as set out in National Treasury Instructions as amended from time to time. |
| | | Car hire not exceeding group B | Charged at proven costs strictly on limits as set out in National Treasury Instructions as amended from time to time. |
| | | Accommodation | Charged at proven costs strictly on limits as set out in National Treasury Instructions as amended from time to time. |
| 51.1 | The period within which payments are made is | Payment will be 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. | |
| 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 | Period following Completion of the whole of the services or earlier termination |
| | failure by the <i>Consultant</i> to use the skill and care normally used by professionals providing services similar to the <i>services</i> | Professional Indemnity insurance for not less than R10 000 000.00 (Ten Million Rand) in respect of each claim, without limit to the number of claims | 52 Weeks |
| | death of or bodily injury to a person (not an employee of the <i>Consultant</i>) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i> | General Third Party Liability Insurance for all amounts falling within the excess of the policy, currently R50 000.00 (Fifty Thousand Rand) each and every claim, and/or for all amounts in excess of the policy limits as detailed in the policy document or whatever the <i>Consultant</i> deems desirable in respect of each claim, without limit to the number of claims | 0 Weeks |



| | | | |
|-----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| | death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract | The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Consultant</i> arising out of and in connection with this contract for any one event is that which is prescribed by the Compensation for Occupation Injuries and Diseases Act No. 130 of 1993 as amended. | 0 Weeks |
| | Motor Vehicle Liability Insurance | Comprising (as a minimum) “Balance of Third Party” Risks including Passenger Liability Indemnity for an amount of not less than R 10 000 000.00 | |
| 81.1 | The <i>Employer</i> provides the following insurances | <p>Professional Indemnity insurance in respect of failure of the <i>Consultant</i> to use the skill and care normally used by Professionals providing services similar to the <i>services</i></p> <p>General Third Party Liability cover in respect of death of or bodily injury to a person (not an employee of the <i>Consultant</i>) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i></p> | |
| 82.1 | The <i>Consultant's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than the excluded matters, is limited to | <i>For all matters covered under the Employer's Professional Indemnity (PI) and General Third Party Liability policies, the Consultant's liability will be limited to the excesses applicable under the Employer's Professional Indemnity and General Third Party Liability policies as detailed in the policy wordings. The current excesses amounts to R10 000 000.00 (Ten Million Rand) PI and R50 000.00 (Fifty Thousand Rand) General Third Party Liability, respectively, each and every claim. For all matters not covered under the Employer's Professional Indemnity and General Third Party Liability policies the Consultants liability will be limited to the final total of the Prices.</i> | |
| 9 | Termination | No additional data required for this section of the conditions of contract. | |
| 10 | Data for main Option clause | | |



| | | |
|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| G | Term contract | |
| 21.4 | The <i>Consultant</i> prepares forecasts of the total Time Charge and <i>expenses</i> at intervals no longer than | Four (4) weeks. |
| 11 | Data for Option W1 | |
| W1.1 | The <i>Adjudicator</i> is | Both parties will agree to an <i>Adjudicator</i> as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the Chairman of the Association of Arbitrators (Southern Africa) will appoint an <i>Adjudicator</i>. |
| W1.2(3) | The <i>Adjudicator nominating body</i> is: | the Association of Arbitrators (Southern Africa) |
| W1.4(2) | The <i>tribunal</i> is: | Arbitration |
| W1.4(5) | The <i>arbitration procedure</i> is | The latest addition of the South African Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa) |
| | The place where arbitration is to be held is | Durban, KwaZulu-Natal, South Africa |
| | The person or organisation who will choose an arbitrator | The Chairman of the Association of Arbitrators (Southern Africa) |
| | <ul style="list-style-type: none"> • if the Parties cannot agree a choice or • if the <i>arbitration procedure</i> does not state who selects an arbitrator, is | |
| 12 | Data for secondary Option clauses | |
| X1 | Price adjustment for inflation | |
| X1.1 | The <i>index</i> is | The “Consumer Price Index (CPI)” for “All Items” as published by Statistics South Africa in Table 1 of the Statistical Release P0141, “Consumer Price Index - Additional Tables”. |
| | The <i>staff rates</i> 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 <i>law of the project</i> is | The law of the Republic of South Africa subject to the jurisdiction of the courts of South Africa. |
| X7 | Delay damages | |
| X7.1 | Delay damages for late Completion of the whole of the <i>services</i> are | As per the Task Order |
| X7.3 | The <i>Consultant</i> pays delay damages at the rate stated in the Task Order for each day from the Task Start Date until Task Completion Date | Task Order #1 - R 5 000 per day Task Order #2 - R 5 000 per day Task Order #3 - R 7 000 per day |



| | | |
|------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| X9 | Transfer of rights | The <i>Employer</i> owns the <i>Consultant</i> rights over any of the material whatsoever prepared for the Services of this Contract by the <i>Consultant</i>. The <i>Consultant</i> provides on request by the <i>Employer's Agent</i>, all documentation in whatever form as required (native's, PDF's, CD's, etc) and all other material items which transfer these rights to the <i>Employer</i>. |
| X10 | The <i>Employer's Agent</i> | |
| X10.1 | The <i>Employer's Agent</i> is | |
| | Name: | TBA |
| | Address | TBA |
| | The authority of the <i>Employer's Agent</i> is | Fully empowered to act on behalf of the <i>Employer</i> for the services covered by the contract. |
| X13 | Performance bond | |
| X13.1 | The amount of the performance bond is | 5% of the total of the Prices including VAT. |
| X18 | Limitation of liability | |
| X18.1 | The <i>Consultant's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to: | Nil |
| X18.2 | The <i>Consultant's</i> liability to the <i>Employer</i> for Defects that are not found until after the <i>defects date</i> is limited to: | The deductible of the relevant insurance policy |
| X18.3 | The Contractor's liability for Defects due to his design which are not listed on the Defects Certificate is limited to: | The cost of correcting the Defect |
| X18.4 | The Contractor's total liability to the Employer for all matters arising under or in connection with this contract, other than excluded matters, is limited to: | The Total of the Prices |
| X18.5 | The end of liability date is | Five (5) years after Completion of the whole of the works |
| Z | <i>Additional conditions of contract</i> | |
| | The <i>additional conditions of contract</i> are | |
| Z1 | Obligations in respect of Joint Venture Agreements | |



| | |
|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Z1.1 | <p>Insert the additional core clause 21.5</p> <p>21.5.1 In the instance that the <i>Consultant</i> is a joint venture, the <i>Consultant</i> shall provide the <i>Employer</i> with a certified copy of its signed joint venture agreement, and in the instance that the joint venture is an 'Incorporated Joint Venture,' the Memorandum of Incorporation, within 4 (four) weeks of the Contract <i>starting date</i>. The Joint Venture agreement shall contain but not be limited to the following:</p> <ul style="list-style-type: none"> • A brief description of the Contract and the Deliverables; • The name, physical address, communications addresses and domicilium citandi et executandi of each of the constituents and of the Joint Venture; • The constituents' interests; • A schedule of the insurance policies, sureties, indemnities and guarantees which must be taken out by the Joint Venture and by the individual constituents; • Details of an internal dispute resolution procedure; <p>• Written confirmation by all of the constituents:</p> <ol style="list-style-type: none"> i. of their joint and several liability to the <i>Employer</i> to Provide the <i>services</i>; ii. proof of separate bank account/s in the name of the joint venture; iii. identification of the leader in the joint venture confirming the authority of the leader to bind the joint venture through the <i>Consultant's</i> representative; iv. Identification of the roles and responsibilities of the constituents to provide the <i>services</i>. <p>• Financial requirements for the Joint Venture:</p> <ol style="list-style-type: none"> i. the working capital requirements for the Joint Venture and the extent to which and manner whereby this will be provided and/or guaranteed by the constituents from time to time; ii. the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture |
| Z1.2 | <p>Insert additional core clause 21.6</p> <p>21.6. The <i>Consultant</i> shall not alter its composition or legal status of the Joint Venture without the prior approval of the <i>Employer</i>.</p> |
| Z2 | <p>Additional obligations in respect of Termination</p> |



| | |
|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Z2.1 | <p>The following will be included under core clause 90.1: In the second main bullet, after the word 'partnership' add 'joint venture whether incorporate or otherwise (including any constituent of the joint venture)' and</p> <p>Under the second main bullet, insert the following additional bullets after the last sub-bullet:</p> <ul style="list-style-type: none"> • commenced business rescue proceedings • repudiated this Contract |
| Z2.2 | <p><i>Clause 90.5 is added as an additional clause</i> Where all or part of the Services are suspended for a period of six months or more either party may terminate the Contract by notifying the other.</p> |
| Z3 | Right Reserved by the <i>Employer</i> to Conduct Vetting through SSA |
| Z3.1 | <p>The <i>Employer</i> reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any <i>Consultant</i> who has access to National Key Points for the following without limitations:</p> <ol style="list-style-type: none"> 1. Confidential – this clearance is based on any information which may be used by malicious, opposing or hostile elements to harm the objectives and functions of an organ of state. 2. Secret – clearance is based on any information, which may be used by malicious, opposing or hostile elements to disrupt the objectives and functions of an organ of state. 3. Top Secret – this clearance is based on information, which may be used by malicious, opposing or hostile elements to neutralise the objectives and functions of an organ of state. |
| Z4 | Additional Clause Relating to the <i>Employer's</i> rights to take appropriate action |



| | | |
|---------|------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Z4.1 | The contract award is made without prejudice to any rights the Employer may have to take appropriate action later with regard to: | Any declared, exposed or confirmed tender rigging. |
| Z4.1.1 | | The <i>Consultant</i> further undertakes: not to give or cause any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract. |
| Z 4.1.2 | | To comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the <i>Employer</i> is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004. |
| Z4.1.3 | | The <i>Consultant's</i> breach of this clause constitutes grounds for terminating the <i>Consultant's</i> obligation to Provide the Services or taking any other action as appropriate against the <i>Consultant</i> (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination. |
| Z4.1.4 | | If the <i>Consultant</i> is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuity, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the <i>Employer</i> , the <i>Employer</i> shall be entitled to terminate the contract forthwith and take any other action as appropriate against the <i>Consultant</i> (including civil or criminal action). |
| Z4.2 | The contract award is made without prejudice to any rights the Employer may have to take appropriate action later with regard to: | Politically Exposed Persons including any allegations with regards to State Capture. |
| Z4.3 | The contract award is made without prejudice to any rights the Employer may have to take appropriate action later with regard to: | Blacklisting by any State Entity on the National Treasury database. |
| Z5 | Protection of Personal Information Act | |



| | |
|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Z5.1 | The <i>Employer</i> and the <i>Consultant</i> are required to process information obtained for the duration of the Contract in a manner that is aligned to the Protection of Personal Information Act. |
| Z6 | Time |
| Z6.1 | <p>Clause 33.2. is added as an additional clause.</p> <p>The <i>Employer</i> may at any time suspend part or all of the services. As a consequence, if the <i>Consultant</i> is required to demobilise and then remobilise its staff and equipment, the <i>Consultant</i> will be reimbursed at cost. The <i>Consultant</i> will be required to reduce and mitigate all its costs during the period of suspension and will be entitled to compensation only to the extent that it can demonstrate it has incurred costs which were not capable of being mitigated.</p> |
| Z7 | Compensation Events |
| Z7.1 | Clause 61.4: The first bullet point is amended to read as follows: arises from the fault, error, negligence or default of the <i>Consultant</i> . |
| Z8 | Limitation of liability |
| Z8.1 | <p>Add to core clause 82.1 and X18</p> <p>For the avoidance of doubt the parties expressly agree that the total liability of the <i>Consultant</i> to the <i>Employer</i> applies jointly and severally across all organisations comprising of the <i>Consultant</i>.</p> |
| Z9 | Additional clauses relating to cession of rights |
| Z9.1 | The <i>Consultant</i> shall not cede any rights under this contract without the approval of the <i>Employer</i> . |
| Z9.2 | The <i>Employer</i> may on written notice to the <i>Consultant</i> cede and assign its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the <i>Employer</i> . |
| Z10 | Additional clauses relating to interpretation of the law |
| Z10.1 | Add to core clause 12.3 Any extension, concession, waiver or relaxation of any action by the Parties, the <i>Employers' Agent</i> or <i>Adjudicator</i> does not constitute a waiver of rights and does not give rise to an Estoppel or Lien, unless the Parties agree otherwise and confirm such an agreement in writing. |
| Z11 | Employer's Step in rights |



Z11.1

If the *Consultant* defaults by failing to comply with his obligations and fails to remedy such default within 2 weeks of the notification of the default by the *Employer's Agent*, the *Employer*, without prejudice to his other rights, powers and remedies under the contract, may remedy the default either himself or procure a third party (including any *sub-consultant* or supplier of the *Consultant*) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the *Consultant*.

Z11.2

The *Consultant* co-operates with the *Employer* and facilitates and permits the use of all required information, materials and other matter (including but not limited to documents and all other drawings, CAD materials, data, software, models, plans, designs, programs, diagrams, evaluations, materials, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the *Consultant* under the contract or otherwise for and/or in connection with any subsequent *works*) and generally does all things required by the *Employers' Agent* to achieve this end.

Z12

Consultant's Responsibility for the Design

The Consultant shall be fully liable and responsible for the engineering design as Annexed to the Scope, which was produced and provided by Others. The Consultant shall not provide an alternate design.

The Consultant shall not change the design in any way whatsoever that contradicts the original design to the point where it alters or changes the basis upon which the provided design was produced. Any minor alterations or amendments to the design during construction are subject to the approval of the Employer's Agent. The Consultant shall take full responsibility for the design.

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.



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DESCRIPTION OF SERVICES: PROVISION FOR DETAILED DESIGN (FEASIBILITY) INCLUDING PROCUREMENT SUPPORT AND CONSTRUCTION MONITORING FOR NEW ADMINISTRATION BUILDING, AT THE PORT OF DURBAN.

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

C1.2 Contract Data

Part two - Data provided by the *Consultant*

The tendering consultant is advised to read both the NEC3 Professional Services Contract (April 2013) and the relevant parts of its Guidance Notes (PSC3-GN) in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on pages 151 to 159 of the PSC3 Guidance Notes.

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

| Clause | Statement | Data |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------|
| 10.1 | The <i>Consultant</i> is (Name): Address Tel No. Fax No. | |
| 22.1 | The <i>Consultant's</i> key persons are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job Responsibilities: Qualifications: Experience: | |
| Info. | | CV's (and further <i>key persons</i> data including CVs) are appended to Tender Schedule entitled..... |
| 11.2(3) | The <i>completion date</i> for the whole of the <i>services</i> is | |
| 11.2(10) | The following matters will be included in the Risk Register | |
| 11.2(13) | The <i>staff rates</i> are: | name/designation rate |



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| | | | |
|----------|---------------------------------------------------------------------------------|-----------------------------------|--------------------|
| 25.2 | The <i>Employer</i> provides access to the following persons, places and things | access to | access date |
| | | 1 | |
| | | 2 | |
| | | 3 | |
| 31.1 | The programme identified in the Contract Data is | | |
| 50.3 | The <i>expenses</i> stated by the <i>Consultant</i> are | item | amount |
| | | | |
| A | Priced contract with activity schedule | | |
| 11.2(14) | The <i>activity schedule</i> is in | | |
| 11.2(18) | The tendered total of the Prices is |(in figures) | |
| | |(in words), excluding VAT | |
| G | Term contract | | |
| 11.2(25) | The <i>task schedule</i> is in | | |

PART C2: PRICING DATA



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2 TASK SCHEDULE 4

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PRICING ASSUMPTIONS: 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 Contract (PSC), June 2005 (with amendments June 2006)
Option G states:

Identified and 11

defined terms

- 11.2 (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

- a) The Task Schedule provides the basis of all valuations of the Price for Services Provided to Date, payments in multiple currencies and general progress monitoring.
- b) Notwithstanding the provisions of Clause 11.2(20) of the conditions of contract, the amount due at each assessment date **is based on Tasks and/or milestones completed as indicated on the Task Schedule.**

- c) The Task Schedule work breakdown structure provided by the *Consultant* is based on the Task Schedule provided by the *Employer*. The Tasks listed by the *Employer* are the minimum Tasks acceptable and identify the specific Tasks which are required to achieve Task Completion. The Task Schedule work breakdown structure is compiled to the satisfaction of the Employer with any additions and/or amendments deemed necessary.
- d) The *Consultant's* detailed Task Schedule summates back to the Task Schedule provided by the *Employer* and is in sufficient detail to monitor completion of a Task related to the Accepted Programme in order that payment of completed Tasks may be assessed.
- e) The Prices are obtained from the Task Schedule. The Prices includes for all direct and indirect costs, overheads, profits, risks, liabilities, obligations, etc. relative to the Task Order.
- f) The Prices listed in the Task Schedule for the Task Orders are fixed and cannot be altered or swapped around. Task Order 1 corresponds to FEL 3 (Feasibility), while Task Orders 2 and 3 align with FEL 4 (Execution) in the Project Lifecycle Process (PLP). Funds from each task cannot be shifted from one task to another.

2 TASK SCHEDULE

The details given below serve as guidelines only and the *Consultant* may split or combine the tasks per Task Order to suit his methods. The Task Schedule is to be read in conjunction with the *Employer's* Scope of Services (Part C3). All Prices are to include for disbursement, travel and accommodation expenses, office allowances, daily allowances, management fees etc. throughout the duration of the contract.

| TASK | TASK DESCRIPTION | LUMP SUM PRICE OF EACH TASK |
|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|
| 1 | TO #1: Feasibility and Detailed Engineering Design for a period of 10 months. | |
| 1.1 | Project Management and Coordination: <ul style="list-style-type: none"> a) Convening, chairing, and preparing minutes of progress or other meetings except the kick-off meeting. b) Develop programme and provide updates for the Client. c) Coordinate the services and deliverables provided by other service providers and/or sub-consultants associated with this contract. | R |
| 1.2 | Compile a Detailed Review Report together with updated drawings. The review of the prefeasibility studies should highlight the gaps that need to be closed, further tests, surveys, and studies to be | R |

| | | |
|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| | <p>conducted, and a list of additional documents that the <i>Consultant</i> needs from the <i>Employer</i>. The following activities to be undertaken:</p> <ul style="list-style-type: none"> a) Validate the preferred prefeasibility designs against the User Requirement Specifications (URS). b) Undertake the necessary changes and modifications to the "Wave" concept design/s – both interior and exterior. c) Prepare updated concept drawings and 3-D views of the interior and exterior of the building. d) Prepare all floor layout plans, sections, elevations, site plans. e) Facilitate at least four (4) x client review, and face-to-face presentation sessions for 3 hours each with the Client. f) Present in PowerPoint the updated layouts and provide hard copies for review at these Client Review sessions for mark ups. g) Present Design Development drawings for all engineering disciplines. h) Set up monthly project and progress presentation sessions with the Client/s i) Facilitate and ensure final client sign-off of the updated layouts and drawings. | |
| 1.3 | Compile a Detailed Compliance Report on how the project design will comply with statutory and regulatory requirements. | R |
| 1.4 | Compile a Detailed Condition Assessment Report of the project site with recommendations. | R |
| 1.5 | Conduct survey data (land surveys, topographical surveys, etc.) inclusive of a report and relevant drawings. | R |
| 1.6 | Compile an Approved Traffic Impact Assessment Report. | R |
| 1.7 | Compile an Assumptions and Design Criteria Report | R |
| 1.8 | <p>Coordination of the Design and Preparation of Design Calculations, Design Development drawings, and specifications for all disciplines</p> <ul style="list-style-type: none"> a) Architectural drawings b) Structural engineering drawings c) Civil Engineering designs, and coordinated services drawings d) Fire design drawings e) Mechanical building services (HVAC, lifts, water reticulation) f) C&I and access control drawings | R |

| | | |
|-------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| | g) Electrical, Lighting and Power (EL&P) drawings h) Pavement Engineering design i) Landscape design j) Interior design | |
| 1.9 | Prepare Technical Specifications, Tender Documentation, BOQ, C3 Works Information (technical scope) and the full set of approved for construction (AFC) drawings for all disciplines as follows: a) Architectural drawings b) Structural Engineering drawings c) Civil Engineering designs, and coordinated services drawings d) Fire design drawings e) Mechanical Building Services (HVAC, lifts, water reticulation) f) C&I and access control drawings g) Electrical, Lighting and Power (EL&P) drawings h) Pavement Engineering design i) Landscape design j) Interior design k) Furniture and shopfitting drawings and details l) Municipality submission drawings – to be submitted for approval to the local authority, and address comments. | R |
| 1.10 | Prepare Priced and Unpriced Bills of Quantities in excel format (all disciplines) | R |
| 1.11 | Prepare a Baseline Schedule for the remaining stages of the project, including the Basis of Schedule Report | R |
| 1.12 | Compile a Socio-Economic Impact Report | R |
| 1.13 | Compile a Comprehensive Design Report (all disciplines) | R |
| 1.14 | Compile a Feasibility Report | R |
| 1.15 | Prepare a Project Execution Plan | R |
| 1.16 | Prepare a Traffic Management Plan | R |
| 1.17 | Prepare a Project Risk Management Plan | R |
| 1.18 | Prepare a Quality Management Plan | R |
| | Total for Task Order 1 | R |

| | | |
|----------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 2 TO #2: Procurement Support for a period of 8 months. | | |
| 2.1 | Project Management and Coordination: <ul style="list-style-type: none"> a) Convening, chairing, and preparing minutes of progress or other meetings except the kick-off meeting. b) Develop programme and provide updates for the Client. c) Coordinate the services and deliverables provided by other service providers and/or sub-consultants associated with this contract. | R |
| 2.2 | Participation in the whole tender process, reviews, evaluation criteria, and provide the support required by the <i>Employer</i> as per the Scope of Works. | R |
| | Total for Task Order 2 | R |
| | | |
| 3 TO #3: Construction Monitoring and Close-Out for a period of 20 months. | | |
| 3.1 | Project Management and Coordination: <ul style="list-style-type: none"> a) Convening, chairing, and preparing minutes of progress or other meetings except the kick-off meeting. b) Develop programme and provide updates for the Client. c) Coordinate the services and deliverables provided by other service providers and/or sub-consultants associated with this contract. | |
| 3.2 | Consultant shall, manage, administer, and monitor the construction contracts and processes including preparation and coordination of procedures and documentation to facilitate practical completion of the works. | R |
| 3.3 | Convening, chairing, and preparing minutes for site progress or other meetings including the kick-off meeting, site handover meeting and issuing of the site access certificate. | R |
| 3.4 | Close out documentation to be issued to the client in hard copy and electronically. <ul style="list-style-type: none"> a) Design manuals, Maintenance manuals, As-built drawings, and Layouts. Use of the Document Control systems. | R |
| | Total for Task Order 3 | R |

| SUMMARY | | |
|--------------------------------------------------------------------------|-------------------------------|----------|
| | Total for Task Order 1 | R |
| | Total for Task Order 2 | R |
| | Total for Task Order 3 | R |
| TOTAL PRICE EXCLUDING VAT CARRIED TO FORM OF OFFER AND ACCEPTANCE | | R |

3 STAFF RATES AND EXPENSES

The *Consultant* is required to refer to the *Employer's* Scope of Services for further clarification in providing the rates. It is to be noted that the full scope of work for the construction monitoring and supervision is to be confirmed upon completion of the detailed engineering design phase.

| TASK | TASK DESCRIPTION | RATE / HOUR |
|-------------|--------------------------------------------------------------------|--------------------|
| 4 | Design queries during construction [40hrs/week] | |
| 4.1 | Civil and Structural Engineer (rate to include all expenses) | R |
| 4.2 | Mechanical Engineer (rate to include all expenses) | R |
| 4.3 | Architect (rate to include all expenses) | R |
| 4.4 | Planner (rate to include all expenses) | R |
| 4.5 | C&I and Electrical Engineer (rate to include all expenses) | R |
| 4.6 | Land Surveyor (rate to include all expenses) | R |
| 4.7 | Geotechnical Engineer (rate to include all expenses) | R |
| 4.8 | Quantity Surveyor (rate to include all expenses) | R |
| 4.9 | Environmental Officer (rate to include all expenses) | R |
| | | |
| 5 | Supervision and monitoring during construction [45hrs/week] | |
| 5.1 | NEC Supervisor/Resident Engineer (rate to include all expenses) | R |
| 5.2 | Construction Manager (rate to include all expenses) | R |



| | | |
|-----|-------------------------------------------------------------|---|
| 5.3 | Project Manager (rate to include all expenses) | R |
| 5.4 | Health and Safety Specialist (rate to include all expenses) | R |

PART C3: SCOPE OF SERVICES

PART C3: SCOPE OF SERVICES

| Document reference | Title | No of pages |
|--------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| | This cover page | 1 |
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| | Total number of pages | 38 |

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GLOSSARY

The definitions listed below apply to this document.

| Abbreviations | Definition |
|---------------|--------------------------------------------------------|
| AFC | Approved For Construction |
| ANSI | American National Standards Institute |
| BBBEE | Broad Based Black Economic Empowerment |
| BOQ | Bill Of Quantity |
| BS | British Standards |
| CBS | Cost Breakdown Structure |
| CCB | Cost Control Base |
| CDR | <i>Consultant</i> Documentation Register |
| CEM | Construction Environmental Management |
| CIRP | <i>Consultant's</i> Industrial Relations Practitioner |
| COC | Certificate Of Compliance |
| DEA | Department of Environmental Affairs |
| DFFE | Department of Forestry, Fisheries, and the Environment |
| DoA | Delegation of Authority |
| DWT | Deadweight Ton |
| EA | Environmental Authorization |
| ECSA | Engineering Council of South Africa |
| EDQP | Engineering And Design Quality Plan |
| e.g. | For Example, |
| EIA | Environmental Impact Assessment |
| EO | Environmental Officer |
| EMI | Environmental Management Inspector |
| EPCM | Engineering, Procurement and Construction Management |
| Etc. | Etcetera |
| FBS | Facility Breakdown Structure |
| FEQ | Field Engineering Query |
| FFC | Final Forecast Cost |

| Abbreviations | Definition |
|---------------|--------------------------------------------------|
| HAZOP | Hazard And Operability Study |
| H&S | Health And Safety |
| ICT | Information And Communications Technology |
| IDZ | Industrial Development Zone |
| i.e., | That Is |
| IP | Industrial Participation |
| IR | Industrial Relations |
| ISO | International Standards Organization |
| IT | Information Technology |
| Km | Kilometre/S |
| kV | Kilovolt |
| DAC | Divisional Acquisition Council |
| M | Metre/S |
| m/s | Metre Per Second |
| Mtpa | Million Tonnes Per Annum |
| Native | Original Electronic File Format of Documentation |
| NBR | National Building Regulations |
| NCR | Non-Conformance Report |
| NEC | New Engineering Contract |
| OHS Act | Occupational Health and Safety Act |
| PCI | Principal Controlled Insurance |
| PCS | Process Control System |
| PCT | Port Container Terminal |
| PEP | Project Execution Plan |
| PES | Project Environmental Specifications |
| PFMA | Public Finance Management Act |
| PSC | Professional Services Contract |
| PSP | Private Sector Participation |
| PMI | Project Manager's Instruction |
| PPE | Personal Protection Equipment |



TRANSNET NATIONAL PORTS AUTHORITY

CONTRACT NUMBER: TNPA/2024/11/0002/84527/RFP

DESCRIPTION OF SERVICES: PROVISION FOR DETAILED DESIGN (FEASIBILITY) INCLUDING PROCUREMENT SUPPORT AND CONSTRUCTION MONITORING FOR NEW ADMINISTRATION BUILDING, AT THE PORT OF DURBAN.

| Abbreviations | Definition |
|---------------|-------------------------------------------------------------|
| QA | Quality Assurance |
| QC | Quality Control |
| QCP | Quality Control Procedure |
| RACI | Responsibility, Approval, Consulted and Informed |
| RAITC | Risk Adjusted Indicative Total Cost |
| SACAP | South African Council for the Architectural Profession |
| SANS | South African National Standards |
| SCADA | Supervisory Control and Data Acquisition |
| SD | Supplier Development |
| SHEQ | Safety, Health, Environment and Quality (Management System) |
| SI | International System of Units (Metric) |
| SOC | State Owned Company |
| T | Tonne Or Metric Ton (1,000kg) |
| Tal | Tonne Axle Load |
| TEAR | Tender Evaluation and Adjudication Report |
| TNPA | Transnet National Ports Authority |
| TPT | Transnet Port Terminals |
| Transnet | Transnet Soc Ltd |
| UPS | Uninterrupted Power Supply |
| URS | User Requirements Specification |
| VAT | Value Added Tax |
| vs. | Verses |
| WBS | Work Breakdown Structure |
| % | Percentage |
| 3D | Three Dimensional |

1 BACKGROUND

As part of the Port of Durban Masterplan, which includes the expansion of container and automotive terminal operations, Transnet National Ports Authority (TNPA) employees had to relocate their administrative offices. Employees occupying the Ocean Terminal Building (OTB) and the Durmarine Building at the T-Jetty complex in the Point Precinct were vacated. TNPA's administrative personnel were subsequently relocated to Queens Warehouse, 45 Bay Terrace and various other locations within the port.

Therefore, TNPA has proposed to resuscitate the development and construction of a new administration building to accommodate the Port of Durban administration staff in one facility. The B-Berth site in the Port of Durban has been identified as the site for construction of the new administration building. This site is located along Mahatma Gandhi Road and is adjacent to the New Passenger Terminal in the Point Precinct. TNPA administration building is envisaged to be a landmark for Durban which shall enhance tourism in the area. The building should promote innovative ideas, the latest technology, and offer a sustainable design approach. It is an opportunity for port buildings to enrich and complement the New Passenger Terminal and the other tourist attractions in the Point Precinct. The resolution of the building design should display appropriate themes and imagery in the interior and exterior facades, which promote Durban, the harbour, our African heritage, showcase and celebrate Durban as the port of entry into South Africa.

In March 2023, TNPA appointed a *Consultant* to undertake a combined stage 1 and 2 prefeasibility study for the new administration building. The prefeasibility study developed the following:

- Three (3) conceptual design options.
- A multistorey administration building of approximately 36,273m² with undercover parking, shared areas, and office areas.
- Process design.
- Schedule of required survey and tests.
- Preliminary design.
- Cost estimates for each option.
- Programme for each option for design and build strategy.

The three (3) concepts developed were referred to as The Wave, The Tree, and The Ship. These building options were presented, aligned to the user requirements, reviewed, and presented to the project owner's team and Port of Durban executive committee, and finally measured using a multi-criteria analysis (MCA). This resulted in a preferred option selected which was **The Wave**. Figure 1-1 is schematic representation of "The Wave" building. There are modifications that have been recommended, which should be incorporated within the next stage of the scope of works.



Figure 1-1: Schematic representation of "The Wave" building.

2 SCOPE OF SERVICES

2.1 Employer's Objective

The *Employer's* objective is to enter an EPCM Contract with a *Consultant* to further develop the concept design, coordinate the engineering designs, provide detailed engineering design for construction, traffic studies, procurement support to the *Employer*, and to provide construction monitoring as well as traffic management services during execution.

The *Consultant* engineering services will be executed in Task Orders (TO). The *Consultant* provides the services equivalent to stage 3 (TO #1), stage 4 (TO #2), and stages 5 and 6 (TO #3) as per "*Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000, Act No.46 of 2000*", as a minimum requirement but not limited to the following:

2.2 Task Order 1 (TO #1) – Feasibility and Detailed Engineering Design

2.2.1 *Review, Validate and Analyse Information Provided by the Employer*

Existing information and drawings with respect to the studies previously conducted by the *Employer* will be provided to the successful bidder. This information shall be studied, validated, and used to determine the gap and extent site survey investigations that need to be undertaken to provide a basis for the design for the new administration building. Previous studies that were undertaken by TNPA include the following:

- a) The site geotechnical investigations
- b) The environmental authorisation (still valid)
- c) Traffic impact assessment
- d) The prefeasibility study

The *Consultant* shall review the existing data, interrogate its integrity and accuracy as well as determine the need to access any additional data such as drawings, previous traffic studies, existing geotechnical reports etc. and enquire from the *Employer* whether such additional information does exist and assist in sourcing some information, if not available. The *Consultant* shall undertake an initial assessment, i.e., a desktop assessment of the information provided, which may also include additional data, reports, and studies.

Minimum Deliverable:

Detailed Concept Review Report shall be prepared by the *Consultant*, which confirms information reviewed, highlights design updates required, gaps that needs to be closed, further tests, surveys, and studies to be conducted, and a list of additional documents that the *Consultant* needs from the *Employer*.

2.2.2 *Identify statutory and regulatory requirements.*

The *Consultant* shall identify legislation applicable to this project and advise the *Employer* together with recommendations on how compliance thereto can be incorporated into the project design.

Minimum Deliverable:

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

2.2.3 Conduct Visual Assessment of the site.

The *Consultant* shall carry out a comprehensive visual assessment of the project site for the purpose of comparing the previous studies, desktop assessment assumptions against visible reality. The *Consultant* shall assess all drainage, sewerage, slopes, access route, buildings, and all other aspects to ascertain the current overall condition of the site and bulk services connections points.

Minimum Deliverables:

Detailed Site Condition Assessment Report with findings and recommendations.

2.2.4 Detailed Design

It is a critical requirement that the *Consultant* has a thorough working knowledge of the statutory and legislative requirements, and guidelines, which shall be incorporated in the production of the designs in all their separate phases. In addition, the *Consultant* shall apply any other industry best practice publication that may be appropriate. Furthermore, the *Employer's* philosophy of appropriate standards and cost effectiveness shall always be considered. Henceforth, the various disciplines encompass civil, structural, ICT, mechanical, electrical, architectural, and so forth. The *Consultant* shall conduct the following:

- a) Geotechnical investigations if there are gaps in the existing geotechnical investigation report.
- b) Undertake all land and topographical surveys.
- c) Identify underground services for relocation. This includes manual excavations and ground penetration radar scanning.
- d) Update and develop further the preferred design concept for *Employer* reviews and approval.
- e) Finalise the detailed design and specifications for all disciplines.
- f) Incorporate client's and authorities' detailed requirements into the design.
- g) Prepare design development drawings for all disciplines.
- h) Review of design development drawings with the *Employer*, both electronic and hard copies.
- i) Prepare the full set of construction drawings (approved for construction - AFC) including technical details, schedules, and specifications, for all disciplines.
- j) All drawings to be prepared in line with TNPA Drawings Standards and Templates.
- k) Review and evaluate design, outline specifications and exercise cost control.
- l) Undertake value engineering.
- m) Address sustainability initiatives (water saving, waste management, environmental requirements, energy saving, etc.).
- n) Prepare detailed estimates of project and construction cost.

- o) Submit the necessary design documentation and drawings to local and other authorities for approval.
- p) Conduct traffic studies and submit a Traffic Impact Assessment Report, with all associated supporting documentation including, but not limited to, Traffic Management Plans (TMPs) to the competent authority, namely eThekweni Transport Authority (ETA), as required by the National Land Transport Act 2009 (Act No. 5 of 2009) and obtain approval for the access and exit from the building into Mahatma Gandhi Road.
- q) Carry out complete designs (geometric and pavement) for the proposed entry and exit from the site. Note that the number of lanes configurations to enter and exit will be subject to the recommendations of the Traffic Impact Assessment (TIA).
- r) Carry out complete designs for the provision of the road furniture i.e. signage, guardrails, road markings etc.
- s) Carry out designs for the protection of existing service where required.
- t) Prepare the cost estimate, priced and unpriced bill of quantities inclusive of a basis of estimate report.
- u) Prepare the construction schedule and basis of schedule report.
- v) Prepare the technical specifications (all engineering disciplines).
- w) Prepare bills of quantity (all engineering disciplines).
- x) Prepare the detailed engineering design reports (all engineering disciplines).
- y) Prepare a comprehensive building maintenance strategy to ensure the long-term functionality, safety, and sustainability of the building structure.
- z) Obtain relevant permits and licences for relocation of services, demolition of existing structures and to start construction works.
- aa) Prepare the project execution plan with all relevant supporting monitoring plans for construction (project execution).
- bb) Prepare all documentation and reports for Gate Review process (as per the project lifecycle process defined by the *Employer*).
- cc) Participate in Gate Review process and obtain Gate Review approvals.
- dd) Provide all required documentation in support of TNPA procurement strategy.
- ee) Conduct Socio-Economic Impact study and provide a report.
- ff) Provide input into the execution phase Business Case.
- gg) Chair all design progress monthly meetings.
- hh) Prepare Project Execution Plan.
- ii) Prepare Project Risk Assessment and Management Plan.
- jj) Prepare Quality Management Plan.

Minimum Deliverables:

- a) Survey data (land surveys, topographical surveys, etc.) inclusive of a report and relevant drawings.
- b) Updated concept design drawings and presentations (all engineering disciplines).
- c) Design development drawings and presentations (all engineering disciplines).
- d) Approved Traffic Impact Assessment report.
- e) Assumptions and design criteria report (all engineering disciplines).
- f) Design calculations (all engineering disciplines).
- g) Tender and approved for construction drawings (all engineering disciplines).
- h) Priced and unpriced Bills of Materials in Microsoft Excel format (all engineering disciplines).
- i) Baseline schedule for the remaining stages of the project using Primavera P6 and Basis of Schedule Report.
- j) Socio-Economic Impact Report.
- k) Comprehensive Design Report (all engineering disciplines).
- l) Project Feasibility Report.
- m) Minutes of all design progress meetings.
- n) Project Execution Plan.
- o) Traffic Management Plan.
- p) Project Risk Management Plan.
- q) Quality Management Plan.

2.3 Task Order 2 (TO #2) – Procurement Support

The *Consultant* shall provide procurement support to the *Employer* during the procurement stages for the execution of the works. Procurement will be done through TNPA procurement office. As and when required, the support shall include the *Consultant's* involvement in attending briefing sessions, responding to technical queries, attending site clarification visits, attending bid technical evaluations, performing arithmetic checks from qualified bid documents and technical documentation.

Minimum Deliverables:

- a) Responses for the technical queries.
- b) Participation in the whole tender process and provide the support required by the *Employer*.

2.4 Task Order 3 (TO #3) - Construction Monitoring and Close-Out

The *Consultant* shall manage, administer, and monitor the construction contracts and processes including preparation and coordination of procedures and documentation to facilitate practical completion of the works. As a minimum requirement, the *Consultant* shall undertake the following in accordance with stage 5 and stage 6 ECSA Stage guidelines, "*Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000*". Level 4 construction monitoring is required; whereby the *Consultant* shall provide a full-time presence of resources on site.

The scope for TO #3 shall include but not be limited to the following:

- a) Attending and chairing the site handover meeting inclusive of issuing of the site access certificate.
- b) Issue construction documentation in accordance with the documentation register including, in the case of structural engineering, reinforcing bending schedules and detailing, and specifications of structural steel sections and connections.
- c) Carry out contract administration procedures in terms of the contract.
- d) Prepare schedules of predicted cash flow.
- e) Prepare pro-active estimates of proposed variations for client decision-making.
- f) Attend and chair, regular site, technical and progress meetings.
- g) Inspect the works for conformity to contract documentation.
- h) Review the outputs of quality assurance procedures and advise the contractor and client on adequacy and need for additional controls, inspections, and testing.
- i) Adjudicate and resolve financial claims by contractors, inclusive of compensation events.
- j) Assist in the resolution of contractual claims by the contractor inclusive of any adjudication process.
- k) Establish and maintain a financial control system.
- l) Clarify details and descriptions during construction as required.
- m) Prepare valuations for payment certificates to be issued by the principal agent.
- n) Witness and review of all tests and mock-ups carried out on site.
- o) Check and approve contractor drawings for compliance with contract documents.
- p) Update and issue drawings register.
- q) Issue contract instructions as and when required.
- r) Review and comment on operation and maintenance manuals, guarantee certificates and warranties.
- s) Inspect the works and issue practical completion and defects lists.
- t) Arranging for the delivery of all test certificates, including any Certificates of Compliance.

- u) Prepare as-built drawings, specifications, and information for issue to the *Employer* in hardcopy, and electronically in native file, and pdf copy.
- v) Prepare a final as-built drawing index for all disciplines.
- w) Environmental Monitoring/Inspection and auditing of the site including the appointment of the Environmental Officer (EO) who will enforce compliance with Project Environmental Specifications and provide an environmental oversight role during construction. The duties of the EO shall as a minimum include the following:
 - i. Liaison with the relevant environmental Competent Authorities.
 - ii. Review and approve site layout plan including any subsequent revisions thereof.
 - iii. Environmental induction of contractor's staff.
 - iv. Generate an inspection checklist prior to construction commencement.
 - v. Review and sign off method statements prepared by contractor.
 - vi. Prepare environmental monitoring protocols/checklists to be used during construction.
 - vii. Prepare monthly conformance audit reports, including sign-off on Monthly Inspection Reports.
 - viii. Conduct monthly observation & inspections of all workplaces based on the approved inspection checklist.
 - ix. Audit conformance to method statements.
 - x. Monitor the contractor's compliance with this SOP and any other environmental requirements relevant to the site.
 - xi. Develop an audit finding and close out register that documents all audit findings, close out actions and the time frame allowed for to close the finding/s.
 - xii. Ensure that all environmental monitoring programmes (sampling, measuring, recording etc. when specified) are carried out according to protocols and schedules.
 - xiii. Measurement of completed work (e.g., areas top soiled, re-vegetated, stabilised etc.).
 - xiv. Attendance at scheduled SHE meetings, as and when required, and project coordination meetings.
 - xv. Ensure that site documentation (permits, licenses, EA, EMPr, SOP-CEM, method statements, audit reports, waste disposal slips etc.) related to environmental management is maintained on the relevant Document Control System.
 - xvi. Inspect and report on environmental incidents and check corrective action.
 - xvii. Keep a photographic record of all environmental incidents) Environmental incident management as required by Transnet policies and procedures.
 - xviii. Implementation of environmental-related actions arising out of the minutes from scheduled meetings.
 - xix. Management of complaints register.

- xx. Conduct any environmental incident investigations.
- xxi. Coordinate and/or facilitate any environmental monitoring programmes e.g., EMI Inspections, ECO Audits, Transnet Environmental Assurance Audits etc.
- xxii. Collate information received, including monitoring results into a monthly report that is supported with photographic records X) Report environmental performance of the project monthly through relevant governance channels.

Minimum Deliverables:

- a) Revised Project Execution Plan.
- b) Revised Traffic Management Plan.
- c) Revised Project Risk Management Plan.
- d) Revised Quality Management Plan.
- e) Revised Schedule on Primavera, P6.
- f) Revised Health and Safety Plan.
- g) Emergency Evacuation Plan.
- h) Construction documentation.
- i) Drawings register.
- j) Record of variations and all minutes of all meetings held and chaired by the *Consultant*.
- k) Contract instructions.
- l) Financial control reports.
- m) Valuations for payment certificates.
- n) Final accounts.
- o) Practical completion and defects list.
- p) All statutory certifications and certificates of compliance.
- q) Operation and maintenance manual.
- r) As-built drawings and documentation.
- s) Contract close out and submission of data packs.
- t) Updated Environmental File.

Note: All documentation and drawings submitted to the *Employer* should be provided in both native and PDF formats.

3 AWARD OF THE CONTRACT AND TASK ORDERS

3.1 Award of the Contract

Transnet National Ports Authority (TNPA) will enter an NEC Option G contract for this project with three (3) Task Orders as described in section 2. Each Task Order will be awarded individually to the *Consultant* by the *Employer* as determined at a point in time in the execution phase of the project. It is not necessary that each Task Order will be awarded sequentially, however the award will be determined by the need for the execution of the remaining Task Orders. Transnet has the right to not award TO #2 and TO #3, therefore Transnet will provisionally award TO #2 and TO #3, to retain the services of the *Consultant*.

Note: All Task Orders will be priced upfront in the submission of the bid. The evaluation of the bid is conducted for all Task Orders.

3.2 Employer's Scope of Services

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

- a) Access to the site of works
- b) TNPA support staff

4 STAKEHOLDER ENGAGEMENTS

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

5 USE OF *CONSULTANT'S* DESIGN

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

full title guarantee in the intellectual property and copyright in the design data created in relation to the services.

6 KEY MILESTONE DATES

The following milestone dates in Table 6-1 are given to the *Consultant* to help him plan his designs to fit the planned infrastructure handover date to achieve the project planned completion date. These are provisional dates which are subject to change without financial implications to the *Employer*.

Table 6-1: Proposed Major Milestones.

| DESCRIPTION | FORECAST START DATE | FORECAST FINISH DATE |
|-----------------------------------------------------------------------------|------------------------|-------------------------|
| TASK ORDER #1 – FEASIBILITY AND DETAILED DESIGN | 30 June 2025 | 22 April 2026 |
| Award Task Order 1 (<i>Consultant</i> Contract) | 30 June 2025 | 30 June 2025 |
| Preparation of the Engineering Design Development Reports (all disciplines) | 01 July 2025 | 07 November 2025 |
| Engineering Design Development (all disciplines) | 29 July 2025 | 07 November 2025 |
| Approvals (all disciplines) | 20 October 2025 | 07 November 2025 |
| Gate Review Preparation | 27 October 2025 | 15 December 2025 |
| Gate Review Submission, Sitting, Amendments and Approval | 06 January 2026 | 22 April 2026 |
| Feasibility Close Out | 10 February 2026 | 22 April 2026 |
| EXECUTION: BUSINESS CASE APPROVAL | 31 March 2025 | 31 March 2025 |
| TASK ORDER #2 – PROCUREMENT SUPPORT | 01 April 2026 | 17 November 2026 |
| Award Task Order 2 (<i>Consultant</i> Contract) | 01 April 2026 | 01 April 2026 |
| Preparation of Tender Documents | 01 April 2026 | 04 May 2026 |
| Tender Process (Appointment of <i>Contractor</i>) | 05 May 2026 | 17 November 2026 |
| Award <i>Contractor</i> | 18 November 2026 | 18 November 2026 |

| TASK ORDER 3 (TO #3) – CONSTRUCTION MONITORING AND CLOSE-OUT | 18 November 2026 | 07 July 2028 |
|---------------------------------------------------------------------|-------------------------|---------------------|
| Award Task Order 3 (<i>Consultant</i> Contract) | 18 November 2026 | 18 November 2026 |
| SHEQ Documentation and Permit Approvals | 18 November 2026 | 01 February 2027 |
| Construction Works (Construction Monitoring) | 02 February 2027 | 07 July 2028 |
| Project Close-Out Documentation (As-builts for all disciplines) | 10 July 2028 | 08 September 2028 |
| | | |

The duration of the Task Orders are as follows:

- a) Task Order 1 (Feasibility and Detailed Design) – 10 months
- b) Task Order 2 (Procurement Support) – 8 months
- c) Task Order 3 (Construction Monitoring and Close-Out) – 20 months

Note: Part C2 (Pricing Data) must be read in conjunction with Part C3 (Scope of Services). All activities in the Task Schedule for the respective Task Orders must be priced for all resources required to complete the works and for the entire duration of the project.

7 SITE SERVICES AND CONSTRUCTION CONSTRAINTS

7.1 Information to be Obtained from Site

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

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

- a) The Port of Durban is a designated security area under the ISPS requirement, and in terms of this, all access into the Port is strictly controlled.

- b) The *Consultant* shall obtain the TNPA (port) and possible TPT (terminal) entry permits for all the *Consultant's* people working within the Port of Durban in accordance with the access control requirements of the port and the terminal. The *Consultant* is also required to obtain the relevant permits for his *Sub-Consultants* and all suppliers. The *Consultant* is required to make applications for these permits on behalf of his workers, suppliers, and *Sub-Consultants*, and is to nominate a single person to liaise with the relevant port and terminal authorities.

7.3 Access Route to Site

Access to Site will be via Mahatma Gandhi Road.

7.3.1 *Hours of Work, Conduct and Records*

- a) Normal working hours are Monday to Friday 08h00 to 16h30.
- b) The *Consultant* shall take cognisance of these conditions in their planning and resource allocation.
- c) The *Consultant* shall keep daily records of his people engaged on the Site and Working Areas (including any *Sub-Consultants*) with access to such daily records available for inspection by the *Employer's Agent*, Project Manager and/or Supervisor at all reasonable times.

7.3.2 *Site Services and Facilities*

- a) The *Employer* provides connection points for the services to the offices and ablution facilities for the *Consultant* for the duration of the construction contract at the site office.
- b) The *Consultant* shall provide their employees with their own computers, internet services and printing services.

7.3.3 *Survey Control and Phasing of the Works*

- a) The *Employer* will provide control points for setting out of the works; however, the *Consultant* will be responsible for verification and acceptance of the setting out information submitted, especially where the design is dependent on the accuracy of the construction activities for the permanent works. This will require the services of a Registered Land Surveyor. Such Surveyor must be registered with the appropriate statutory body such as the South African Geomatics Council.

7.3.4 *Completion, Testing and Correction of Defects*

The work to be done by the completion date of the construction contract:

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

8 MANAGEMENT AND START UP

8.1 Documentation Control

- a) In providing the services, all documentation requirements for the services shall be dealt with in accordance with document DOC-STD-0001 – Rev 00 (Documentation Submittal Requirements). The control, maintenance and handling of these documents and drawings, using a suitable document control system, remain the sole responsibility of the *Consultant*.
- b) The *Consultant* Documentation Register (CDR) is as contemplated in DOC-STD-0001 – Rev 00.
- c) All contract correspondence is issued through document control via email or shared file.
- d) Each supplier of documentation and data to the project is responsible for ensuring that all documentation and data submitted conforms to the Project Standards and data Quality requirements in terms of numbering, uniqueness, quality, accuracy, format, completeness, and currency of information. Data not meeting the Project Standards and data Quality Requirements will be cause for rejection and returned to the *Consultant* for corrective action and re-submission.
- e) Should any change be made to documentation or data, which has already been submitted to the Project, then new or revised documentation or data shall be issued to replace the outdated information.
- f) It is the responsibility of all Project participants undertaking work on the Project to ensure they obtain and comply with the relevant requirements to suit their deliverables and Scope of Service.
- g) The *Consultant* is to ensure that the latest versions of the required application software and a suitable 'IT' Infrastructure is in place to support the electronic transmission of documentation.
- h) Electronic files submitted to the Project shall be clear of known viruses and extraneous "macros". The supplier of documentation is required to always have the latest generation of virus protection software and up-to-date virus definitions.

- i) The *Consultant* shall be responsible for the supply of all Supplier/Sub-Consultant/ Manufacturer, etc documentation and data related to their package of work and shall ensure that these Suppliers have the capability to supply the necessary documentation and data in the required timeframe and quality as outlined in the specified standards prior to awarding sub-orders.
- j) The required number of copies of documentation and data shall be specified in the 'Consultant Documentation Register' (CDR). The required number of copies shall as a minimum be two (2) (1 x original + 1 x hard copy), with the corresponding PDF and 'Native' file format upon final submission.
- k) The *Consultant* shall apply "wet signatures" to the original Documentation before scanning the signed original and prior to formal submission to the Project.
- l) Final issues of all documentation shall be supplied to the Project in "wet signature" format along with the associated corresponding electronic 'native files and PDF renditions.
- m) The *Consultant* shall ensure adequate resources are available to manage and execute the Document Control function as per the requirements of the Scope.

8.2 Procedure for Submission and Acceptance of *Consultant* Design/Documentation

- a) The *Consultant* documentation shall be issued to the *Employer's Agent* under cover of the *Consultant's* Transmittal Note indicating all Contract references (i.e., Project No, Contract No, etc.) as well as the *Employers* Project Document Number, Revision Number, Title, and chronological listing of transmitted documentation. Formats of *Consultant* data submitted is dependent on the project procedure and shall be specified by the *Employer's Agent*, upon the notified request of the *Consultant*.
- b) The *Consultant* shall submit all documentation electronically, except for documentation identified by the *Employers Agent*. The *Consultant* can apply to the *Employers Agent* to have these requirements changed to accept paper copies of documentation and deliver both hard copies and electronic copies (Shared Drive) to the *Employer's Agent* either at the address stated within the Contract Data or at the Project site office.
- c) All electronic documentation shall be submitted by the *Consultant* in Adobe Acrobat (.PDF) and native file format.
- d) Acceptance of documentation by the *Employer's Agent* will in no way relieve the *Consultant* of their responsibility for the correctness of information, or conformance with their obligation to Provide the Services. This obligation rests solely with the *Consultant*.

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

8.3 As-built Drawings, Operating Manuals and Data Packs

The *Consultant* provides the following:

8.3.1 As Built/Final Documentation

- a) In undertaking the works (including all incidental services required), the *Consultant* shall conform and adhere to the requirements of the Documentation Submittal Requirements.
- b) All as-built information to be signed off by *Consultant's* responsible Design Engineer before issuance to the *Employer*.
- c) The *Consultant* will prepare the final As-Built drawings within 14 days of receiving the red line drawings from the Contractor.
- d) The as-built drawings must be provided in PDF format and native file format (AutoCAD, Revit, Civil 3D, etc.).

8.3.2 Installation, Maintenance and Operating Manuals and Data Books

- i. The *Consultant* provides manuals in an A4 hard covered, red, grease and waterproof binder, using 2 ring type binders. The manuals are well indexed and user friendly and include a summarized Table of Contents.

- ii. Drawings and charts larger than A4 are folded and those greater than A3 are enclosed in an A4 plastic pocket of adequate strength.
- iii. The *Consultant* submits the draft Table of Contents to the *Employer's Agent* for acceptance prior to the compilation and official submittal of the manuals.
- iv. The originals of all brochures shall be issued to the *Employer's Agent*. When a general brochure is applicable to a range of equipment, then the specific item, catalogue number or model number shall be stated, which is best achieved by introducing a separate index page, which cross-references the specific item to a tag number.
- v. The address, phone numbers, emails and reference numbers of all Sub-Consultants is provided.
- vi. Where manuals include drawings that still need to be revised to "As-Built" status, and such manuals are required prior to 'As-Built' status, the manual will not be in its final form until the "As-Built" version of each such drawing has been incorporated.
- vii. The required number of copies of the manual (s) shall be as specified by the *Employer's Agent* and submitted per type or model number of equipment included in the contract, or as specified by the *Employers Agent*.
- viii. A typical example of what the binder/file (s) shall be marked with on the spine and the front cover is as follows: -
 - Project Name
 - Manual Title, e.g., Installation, Maintenance and Operating Manual
 - Project Number
 - Manual Numbering (e.g., Volume 1 of 2, etc.)
 - Contract Number
 - Consultant Name
- ix. Unless otherwise stated in the CDR, the required number of copies of all As Built/Final/Data Packs shall be:
 - 2 x hard copies
 - 1 x Shared Drive with Adobe Acrobat (.pdf) and "Native" formats

8.4 Safety and Risk Management - Health and Safety Requirements

- a) The *Consultant* shall comply with the requirements of the Transnet's Project Site Specific Health and Safety Requirements and Procedural Compliance with the Occupational Health and Safety Act and Applicable Regulations.

- b) The *Consultant* shall comply with all applicable legislation, regulations issued in terms thereof and Transnet's safety rules which shall be entirely at the *Consultant's* cost, and which shall be deemed to have been allowed for in the rates and prices.
- c) The *Consultant* must arrange and participate in a Hazard in Operation (HAZOP) and Construction study (HAZCON) as directed by the Project Manager. The *Consultant* must perform and facilitate HAZOP and HAZON studies using PHA-Pro version 8 or latest and use an industry standard Risk Matrix and send reports for acceptance by Project Manager.
- d) The *Consultant* shall comply with the following:
 - i. The Compensation for Occupational Injuries and Diseases Act, no.130 of 1993. The *Consultant* shall produce proof of his registration and good standing with the Compensation Commissioner in terms of the Act and submit with his tender.
 - ii. Act 85 of 1993, Occupational Health and Safety Act and Construction Regulations.
 - iii. The Provisional Ordinances and Local Authority, by-laws and all relevant regulations framed there under.
 - iv. The *Consultant* and their employees shall have valid safety inductions when accessing or working on site, copies of which shall be submitted to the *Employer's Agent*. This will be at a time and location that the *Employer's Agent* will arrange.
 - v. All personnel working on site shall attend the Health and Safety induction course and be in possession of a permit to access the various sites.
 - vi. Accepts full responsibilities of "Duties of Designer" as described under Clause 6, GRN.84 of the Construction Regulations (Act 85 of 1993).

8.5 Environmental Constraints and Management

- a) The *Consultant* Provides the Services in accordance with the principles of the National Environmental Management Act, 1998 (Act No. 107 of 1998) but not limited to other applicable regulations as well as acceptable environmental good practices. In addition, the *Consultant* is expected to ensure compliance with all applicable eThekweni Municipal bylaws. The following provides the minimum acceptable standards that shall be adhered to:
 - i. Transnet Integrated Management Systems (TIMS) Commitment Statement – IMS-GRP-GDL-002-1.
 - ii. Construction Environmental Management.
 - iii. TCP-ENV-STD-002 Rev 02 Standard Environmental Specifications (SES).
 - iv. Project Environmental Specifications (PES) comprises:

- Final Integrated Waste Management Approach (dated January 2016).
 - The Climate Change Adaptation Monitoring plan (approved 6/05/2016)
- b) The Project Environmental Specification (PES) extends to the TNPA minimum standards as contained in the following documents:
 - i. TNPA list of approved waste services contractors.
 - ii. TNPA Asbestos Management Plan
- c) The Project Environmental Specification (PES) includes the eThekweni bylaws such as:
 - i. Schedule Trades and Occupations Bylaws.
 - ii. Interim Code relating to fire prevention and flammable liquids and substances.
- d) The above requirements shall be applicable to the *Consultant* and its service providers. The *Consultant* must comply with all the requirements of the CEMP, SES and the PES as mentioned above. The *Consultant* must pay special attention to all PES conditions as authorised. These conditions must strictly be adhered to and shall be monitored by an Independent Environmental Control Officer (ECO) and Environmental Monitoring Committee (EMC).
- e) The *Consultant* will be required to sign the Declaration of Understanding as a commitment to abide with Transnet's Environmental Governance Framework and Project Environmental Specifications.

8.6 Quality Assurance Requirements

- a) The *Consultant* shall have, maintain, and demonstrate its use to the *Employer's Agent* the documented Quality Management System to be used in the performance of their services.
- b) The *Consultant's* Quality Management System shall conform to International Standard ISO 9001 (or an equivalent standard acceptable to the *Employer*) and as a minimum to the requirements of specification TNPA-QUAL-REQ-014.1, General Quality requirements for Suppliers and Contractors.
- c) The *Consultant* submits his Quality Management System documents to the *Employer* to include details of:
 - i. Project Quality Plan (PQP) for the contract
 - ii. Quality Policy
 - iii. Index of Procedures to be used; and
 - iv. A schedule of internal and external audits during the contract
- d) The *Consultant's* PQP includes or references to the quality plans of his Sub-Consultants and Suppliers.

- e) 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.
- f) The *Employer's Agent* indicates those documents required to be submitted for either 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's Agent* 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*.

8.7 Planning Constraints

- a) In planning the services, the *Consultant* shall clearly identify the activities durations and the associated resources.
- b) The *Consultant* includes any reasonable foreseen and unforeseen constraints, assumptions and conditions which may arise in line with the overall scope.
- c) The *Consultant's* approach paper submitted with his tender shall align with the Scope of Services, Works Information as per Annexures and returnable documents, Roles, and Responsibilities to satisfy the requirements of the *Employer's* objectives.
- d) The *Consultant* shall take due cognisance of the period for reply as stated in the Contract Data.
- e) The *Consultant* shall make himself fully aware of the stringent environmental constraints imposed on this project. Refer to environmental documentation attached to annexures.

8.8 Reporting and Monitoring

- a) The *Consultant* reports to the *Employer's Agent* or his delegated representative at intervals suitably agreed.
- b) 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: |
|-----------------------------------------------|----------------------------------------------|-----------------|-----------------------------------------------------------------------------------------|
| Risk registers and compensation events | Weekly or (at shorter intervals if required) | On site/Virtual | <i>Project Manager, Supervisor, Consultant, Contractor, and appropriate key persons</i> |

| | | | |
|-----------------------------------------------|---------------------------------------------------------|---------|---------------------------------------------------------------------------------------------------|
| Overall contract progress and feedback | Monthly or bi-weekly (at shorter intervals if required) | On site | <i>Employer, Project Manager, Supervisor, Consultant, Contractor, and appropriate key persons</i> |
| Technical Meetings | Weekly or (at shorter intervals if required) | On site | <i>Project Manager, Supervisor, Consultant, Contractor, and appropriate key persons</i> |

- c) Meetings of a specialist nature may be convened as specified elsewhere in this Scope of Services or if not so specified by persons and at times and locations to suit the Parties, the nature, and the progress of the Works. Records of these meetings are to be submitted to the *Project Manager* by the person convening the meeting within five days of the meeting.
- d) 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 conduct such actions or instructions.
- e) The *Consultant* attends management meetings at the *Employer's Agent* request as set out in the table above. At these meetings, the *Contractor* presents all relevant data including safety, health and environmental issues, progress reports, quality plans, Subcontractor management reports, as may be required.

8.9 Other Conditions

- a) The *Consultant* shall comply with the specific provisions of Clause 22.1 of the conditions of contract (NEC3 PSC) when replacing any key persons previously appointed in line with the provisions of this contract. All persons proposed in line with the procedure are to be subjected to an interview and assessment process conducted by the *Employer's Agent* (including other specialists nominated by the *Employer's Agent*). It shall be the *Employer's Agent's* unfettered right to conduct such assessment process as he deems appropriate. Any replacement of a key person is subject to the *Employer's Agent's* express acceptance in writing.
- b) It shall be the *Employer's* and *Employer's Agent's* unfettered right to exercise the provisions of Clause 22.2, where deemed necessary to meet the *Employer's* objectives as stipulated in clause 1.2 above.

- c) When demonstrating entitlement to a change to the Completion Date(s), the *Consultant* must take cognisance of the requirements of the conditions of contract (NEC3 PSC), specifically core Clauses 62 and 63 and all relevant clauses under main Option G; that is, the *Consultant* must demonstrate the impact of the compensation event on the remaining work at the specific point in time the compensation event started to occur.

8.10 *Consultant's* Key People

- a) The *Consultant* shall ensure that competent, experienced, and dependable resources are available for the full duration of the contract. Every effort must be exercised by the *Consultant* to minimise the replacement of key persons to ensure continuity and efficiency in providing the Service.
- b) The *Consultant* shall employ personnel to perform the functions of key persons under Clause 22.1 of the conditions of contract (NEC3 PSC). These appointments shall have the necessary experience and be suitably qualified.
- c) The *Consultant* shall provide an organogram of all his key people (both as required by the *Employer* and as independently stated by the *Consultant* under Contract Data Part Two), including their roles and responsibilities, and whether such key people are authorised to communicate, on behalf of the *Consultant*, with the *Employer's Agent*, NEC3 ECC Supervisor and *Project Manager*.
- d) The *Consultant* shall provide an approach paper clearly identifying their key people, their roles and responsibilities and must ensure that this is aligned to the organogram and communication plan.
- e) The *Consultant* shall employ suitably qualified and experienced key persons who have developed the necessary skills to provide professional technical and construction monitoring services to the project management team including as a minimum but not limited to:

PROJECT MANAGER

- An experienced project manager with experience in structural, civil and building infrastructure projects.
- Project Manager must have a minimum of ten (10) years of experience in the management of projects in the built environment.
- This person shall be registered as a Project Management Professional (PMP) with the Project Management Institute, and/or as a Pr. CPM with SACPCMP.

PLANNER X 1

- Planner should have a minimum of seven (7) years of experience working in engineering projects undertaking the role of Planner. In addition, experience working with the NEC3 Engineering and Construction Contract Option chosen for this contract, is an added advantage.

ARCHITECTURE

- Architect shall be in possession of a Bachelor of Architecture or Master of Architecture; and shall be registered as a Professional Architect with the South African Council for the Architectural Profession (SACAP) in terms of the latest Architects Act.
- The Architect must have a minimum of ten (10) years of experience; specifically in the design and construction of office buildings, but not limited to, design and construction of office buildings engineering projects.
- Architect shall provide training and mentorship to supervision resources (provided by TNPA) to assist in providing the works and shall be employed for the duration of the construction works.

STRUCTURAL ENGINEER X 1,

- Structural Engineer shall be in possession of a Bachelor of Science / Engineering / Technology in Civil / Structural Engineering; and registered as a Professional Engineer / Professional Technologist in terms of the Engineering Profession Act (Act 46 of 2000).
- The Structural Engineer must have a minimum of ten (10) years of experience in the civil/structural construction. Geotechnical experience will be an added advantage. The structural engineers' experience is not limited to, design and construction of buildings.
- Structural/Bridge Engineer shall provide training and mentorship to supervision resources (provided by TNPA) to assist in providing the works and shall be employed for the duration of the construction works.

CIVIL ENGINEER X 1,

- Civil Engineer shall be in possession of a Bachelor of Science / Engineering / Technology in Civil Engineering; and registered as a Professional Engineer / Professional Technologist in terms of the Engineering Profession Act (Act 46 of 2000).
- The Civil Engineer must have a minimum of ten (10) years of experience in the civil construction. The civil engineers' experience is not limited to, design and construction of buildings.

- Civil Engineer shall provide training and mentorship to supervision resources (provided by TNPA) to assist in providing the works and shall be employed for the duration of the construction works.

MECHANICAL ENGINEER X 1,

- Mechanical Engineer shall be in possession of a Bachelor of Science / Engineering / Technology; and registered as a Professional Engineer / Professional Technologist in terms of the Engineering Profession Act (Act 46 of 2000).
- The Mechanical Engineer must have a minimum of ten (10) years of experience in the mechanical services of buildings. The mechanical engineers' experience is not limited to, the design and installation of HVAC systems, water reticulation systems and fire protection systems for high-rise buildings in engineering projects.
- Mechanical Engineer shall provide training and mentorship to supervision resources (provided by TNPA) to assist in providing the works and shall be employed for the duration of the construction works.

ELECTRICAL ENGINEER X 1,

- Electrical Engineer shall be in possession of a Bachelor of Science / Engineering / Technology in Electrical Engineering; and registered as a Professional Engineer / Professional Technologist in terms of the Engineering Profession Act (Act 46 of 2000).
- The Electrical Engineer must have a minimum of ten (10) years of experience in the electrical services of buildings. The electrical engineers' experience is not limited to, the design of electrical services for multistorey building projects.
- Electrical Engineer shall provide training and mentorship to supervision resources (provided by TNPA) to assist in providing the works and shall be employed for the duration of the construction works.

GEOTECHNICAL ENGINEER

- The service of a Professional Geotechnical Engineer is vital to assess the ground conditions on various activities of the Works.
- The *Consultant* shall procure the services of an experienced Geotechnical Engineer who must be in possession of a Bachelor of Science/Engineering/Technology Degree in Civil /Geotechnical Engineering and registered in terms of the Engineering Profession Act (Act 46 of 2000) with minimum ten (10) years of experience.

- The *Consultant* shall provide training and mentorship to the supervision resources (provided by TNPA) to assist in providing the works and shall be employed for the duration of the construction works.

QUANTITY SURVEYOR

- Quantity Surveyor shall be in possession of a Bachelor of Science / Technology in Quantity Surveying; and registered as a Professional Quantity Surveyor (Pr. QS) in terms of Quantity Surveying Profession (SACQSP).
- The Quantity Surveyor must have a minimum of ten (10) years of experience in the civil/structural engineering construction projects. The quantity surveyors' experience is not limited to, design and construction of buildings.
- Quantity Surveyor shall provide training and mentorship to supervision resources (provided by TNPA) to assist in providing the works and shall be employed for the duration of the construction works.

LAND SURVEYOR

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

NEC SUPERVISOR/RESIDENT ENGINEER X 1,

- The Resident Engineer shall hold a Bachelor of Science / Engineering / Technology in Civil / Structural Engineering, registered as a Professional Engineer in terms of the Engineering Profession Act (Act 46 of 2000) with at least ten (10) years of experience in the building construction environment. It is essential that the incumbent has developed the necessary competencies and experience in all aspects pertinent to the construction works to provide a professional service ensuring project objectives are achieved.

- The Resident Engineer shall provide engineering solutions and guidance to the Engineers and supervision staff and shall be employed on a full-time basis and for the full period of construction works.

The tenderer shall submit certified and valid copies of Qualifications and Professional Registration with legislated statutory bodies. The tender shall submit all CVs for the resources which shall have stipulated years of experience in the design and construction of corporate and administrative high-rise multistorey office building projects.

Note: All key persons required for the project are to be employed on a full-time basis and for the full period of the project (complete duration of all Task Orders).

8.11 Contract Management

- a) For ease of communication, standard templates shall be used for contract change management. The *Consultant* shall forward all correspondence with respect to contract change management, i.e., early warnings and notifications of compensation events, on the standard templates provided.
- b) Records of time charge, payments & assessments of compensation events to be kept by the *Consultant*.
- c) The *Consultant* shall keep the following records available for the *Employer's Agent* to inspect:
 - i. Records of Sub-Consultants appointed by the *Consultant*.
 - ii. Records of people and equipment within the working areas.
 - iii. Records of equipment used, and people employed outside the Working Areas.

8.12 Procurement

8.12.1 Code of Conduct

- a) The *Employer* aims to achieve the best value for money when buying or selling goods and obtaining *services*. This however must be done in an open and fair manner that supports and drives a competitive economy. Underpinning our process are several acts and policies that any supplier dealing with the *Employer* must understand and support. These are:
 - i. The Transnet Detailed Procurement Procedure (DPP).
 - ii. Section 217 of the Constitution - the five pillars of Public PSCM (Procurement and Supply Chain Management): fair, equitable, transparent, competitive, and cost effective.



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

- o) Generally, Suppliers have their own business standards and regulations. Although the *Employer* cannot control the actions of our suppliers, we will not tolerate any illegal activities. These include, but are not limited to:
- p) Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc.):
 - i. Collusion
 - ii. Failure to disclose accurate information required during the sourcing activity (ownership, financial situation, BBBEE status, etc.).
 - iii. Corrupt activities listed above; and
 - iv. Harassment, intimidation, or other aggressive actions towards the *Employer's* employees.
 - v. 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.
 - vi. Suppliers must record and report facts accurately, honestly, and objectively. Financial records must be accurate in all material respects.

8.12.2 Conflicts of Interest

- a) A conflict of interest arises when personal interests or activities influence (or appear to influence) the ability to act in the best interests of the *Employer*. Such as, for example:
 - i. Doing business with family members; and
 - ii. Having a financial interest in another company in our industry.

8.13 The *Consultant's* Invoices

- a) When the *Employer's Agent* certifies payment (see NEC PSC Sub-Clause 51.1) following an assessment date, the *Consultant* complies with the *Employer's* procedure for invoice submission.
- b) The invoice must correspond to the *Employer's Agent* assessment of the amount due to the *Consultant* as stated in the payment certificate.
- c) Invoices must be submitted by the last working day of the month.
- d) The invoice states the following:
 - o Invoice addressed to Transnet Limited
 - o Transnet Limited's VAT No: 4720103177
 - o Invoice number

- Registered name of the *Consultant*
 - Address (Physical and Postal) of the *Consultant*
 - The *Consultant's* VAT Number; and
 - The Contract number: XXXXXXXXXXXXXXXXXXXX
- e) The invoice contains the supporting detail:
- The amount paid to date.
 - Amount for payment (excluding VAT)
 - VAT amount
 - Amount for payment (including VAT)
 - Any retention monies to be deducted from the invoice.
 - Any interest payable
 - Escalation formula used where applicable.
 - Settlement discount
 - Proof of ownership of Materials supplied.
 - A statement is to accompany each invoice.
- f) The invoice is presented either by post or by hand delivery or via email by the 16th day of the assessment month. Statements must accompany invoices.
- g) Invoices submitted by post are addressed to:
- Transnet National Port Authority
- Queens Warehouse
- 237 Mahatma Gandhi Road
- Durban
- 4000
- For the attention of: **TBA**
- h) Invoices submitted by hand are presented to:
- Transnet National Port Authority
- Queens Warehouse
- 237 Mahatma Gandhi Road
- Durban
- 4000

For the attention of: **TBA**

- i) The invoice is presented as an original.
- j) The *Consultant* ensures that the *Employer* has his correct banking information to make the electronic payment transfer.
- k) All payments are provisional and subject to audit. The *Consultant* preserves his records for such a period as legislation requires, but in any event not less than five (5) years.
- l) The *Employer* deducts any amount owed by the *Consultant* to the *Employer* from any amount payable by the *Employer* to the *Consultant*.

8.14 Sub-Consulting

- a) The *Consultant* shall not appoint or bring *Sub-Consultants* onto Site without the prior acceptance of the *Employer's Agent*, and all *Sub-Consultants* will be required to conform to the requirements as set out herein as if they were employees of the *Consultant*.
- b) The *Consultant* shall not deviate from an approved *Sub-Consultants* list without prior acceptance of the *Employer's Agent*.
- c) Subcontract documentation, and assessment of subcontract tenders:
 - i. The *Consultant* is required to appoint his *Sub-Consultants* under the NEC3 Professional Services Contract or the NEC3 Engineering and Construction Contract Subcontract agreements unless accepted otherwise by the *Employer's Agent*, and all *Sub-Consultants* will be required to conform to the requirements as set out herein as if they were employees of the *Consultant*.
 - ii. The *Consultant* shall ensure that the quality assurance, health and safety, industrial relations, environmental, documentation control and all other requirements placed on him under this contract are transferred onto any *Sub-Consultants*.

9 LIST OF ANNEXURES

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

| Annexure | Revision | Description |
|----------|----------|------------------------------------------------------------------|
| 1 | 00 | SHEQ Policy |
| 2 | 01 | Transnet Integrated Management System (TIMS) - IMS-GRP-GDL-002-1 |
| 3 | 00 | General Quality Requirements - TNPA-QUAL-REQ-014.1 |
| 4 | 01 | Engineering AutoCAD Standards - AMP 010 |
| 5 | 01 | User Requirements Specification (URS) – Rev 01 |
| 6 | 00 | Floor and Roof Layout Plans ("Wave" concept) |

PART C4: SITE INFORMATION



PART C4: SITE INFORMATION

| Document reference | Title | No of pages |
|-----------------------|------------------|-------------|
| C4 | This cover page | 1 |
| | Site information | 4 - 6 |
| Total number of pages | | 6 |



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Table 1-1: List of As-built Drawings. 5

1 DESCRIPTION OF THE SITE AND ITS SURROUNDINGS

1.1 General Description

The site is situated at B Berth in the Point Precinct of Port of Durban. It is bounded by quay wall, Mahatma Gandhi Road, KCT Cruise Terminal Site, B-C Berths and Transnet Port Terminal (TPT) Site. This covers an area in the order of approximately 15 000 m² (to be confirmed). The area is currently being used by TPT for storage of disused port vehicles and general cargo handling waste by-products.



Figure 1-1: General Layout of the Site.

1.2 Port of Durban

The Port of Durban is operated by the Transnet National Ports Authority (TNPA), who provides the port infrastructure, pilotage, and navigational aids. The Port of Durban handles the greatest volume of sea-going traffic of any port in southern Africa, or about 38 per cent of the ships calling at all South African ports.

As part of the Port Development Framework Plans (PDFP) and Transnet National Port Authority (TNPA) new operating model to develop the Port of Durban as a World Class Port serving as a hub port in Sub-Saharan Africa and Southern Hemisphere offering an integrated, efficient and competitive port service for global trade, the port development plans were reviewed. A new Port Master Plan was developed to focus on infrastructure development to increase the container capacity from 2.9m to 11.3m TEUs. These developments affect all the five (5) port precincts in the Port. In the Point Precinct, one of the proposals is the construction of a new administration building and helicopter facility for the Port of Durban employees who were accommodated at the Ocean Terminal building (OTB) and Durmarine Building.

The administration staff are now temporarily accommodated at two buildings in the Point Precinct, namely the 45 Bay Terrace Building located near the Cato Creek adjacent the port entrance, and at the Queen's Warehouse building.

1.3 Existing Structures

There are various existing structures and services that can be found within the B Berth site known as "LEASE L26137 PTN OF ERF 10031, DURBAN – FU". They include the following:

- a) Single story brick structures.
- b) Railway lines.
- c) High Mast light and camera surveillance mast poles.
- d) Slot and bar drains.
- e) Buried electrical services, storm water pipes and manholes.
- f) Buried concrete foundations and beam remnants of at least one demolished Building, the B-Shed (a fruit cold storage facility), approximately located to the west of the Passenger Terminal to beneath the eastern side of the Administration Building Site.
- g) Old drawings show the location of other small buildings, the A-Shed platform, railway lines and drains that may have either been demolished and removed from the site or the remnants buried.
- h) Buried timber structure or pile foundation.
- i) Internal fences.
- j) Security access gate facility.
- k) Electrical mini substation.

- l) Quay wall furniture (bollards, water services).
- m) Paved surfaces, both asphalt and interlocking concrete blocks.

Table 1-1: List of As-built Drawings

| Drawing Number | Drawing Title |
|----------------|-----------------------------------------------------------------------------|
| DH62-A-6137 | Agreement Plan |
| DH62-I-908 | Services at AB Berths (New Steel Palisade Security Fence) |
| DH62-B-901 | Cross-Section Through Quay Wall |
| DH62-D-503 | Proposed Cruise Terminal Development Zone (and New Administration Building) |

1.4 Hidden Services

TNPA will issue drawings in an image or PDF format indicating all known underground services. There are instances where records of underground services have been lost or damaged which render such services unknown. If the appointed *Consultant* needs to undertake geotechnical field work or any other form of investigation which may include drilling or excavations as part of the feasibility study, the *Consultant* shall be expected to prove services by manual hand digging or use ground penetration radar to detect any underground services that may not be shown in the services drawings.

2 ACCESS LIMITATIONS

2.1 Access Permit

Transnet National Ports Authority requires that all employees and services providers contracted to provide services at Port of Durban precincts must have security access card or permit obtainable from the TNPA Security office at the prescribed cost. The *Consultant* shall make necessary allowance for access permits in his price.

2.2 Safety Inductions

Transnet National Ports Authority safety policy requires that all employees and services providers contracted to provide the services within the Port of Durban must undergo the mandatory safety induction to familiarise themselves with the Port surroundings, the boundaries, and operations.

2.3 Working Hours

Transnet National Ports Authority working hours at the Port of Durban are from 08h00 to 16h30, from Monday to Friday, service providers will not be allowed to do the work within the port outside of the times without prior approval of the port.

“HOW TO” GUIDE FOR BIDDERS

REGISTER ON ETENDER PORTAL

ACCESS TENDERS



Topics

- Tender Requirements
- Advertised Tenders
- Register
- Sign in
- Registered user navigation
- View Tender Details
- Submit Intent to Bid
- My Intent Submissions
- Ask for Clarity / Submit query
- Submit Tender Bid documents

To access the Transnet E-Tenders Portal, enter the following URL in your browser: transnetetenders.azurewebsites.net

Tender Requirements

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

Publication of tender

When Transnet needs to procure goods, services or works, it does so through one of its procurement mechanisms, usually either an open tender process or a call for quotes. In addition to this website (Transnet SOC Ltd Tenders, Transnet Port Terminals RFQ/Tenders, Transnet Freight Rail Tenders), you can access National Treasury's eTender Publication portal:

www.etenders.gov.za or <https://registers.cidb.org.za/PublicTenders/TenderSearch> for construction tenders.

Regarding quotations, Transnet will normally approach at least 3 suppliers to quote for requirements or publish the requirement on this website and the eTender Publication portal.

Transnet does not have its own database of prospective suppliers. It makes use of National Treasury's Central Supplier Database (CSD). In order to be eligible to participate in Transnet's procurement processes, your company must be registered on the CSD. The CSD can be accessed on <https://secure.csd.gov.za/>.

Tender submission

Tenders must be placed in the prescribed tender box, or submitted electronically where instructed, at or before the closing time on the closing date. Late tenders will not be accepted.

Tender documents need to indicate contact details of person(s) who can be contacted regarding any clarification required.

Fake and fraudulent tenders (RFPs) and requests for quotation (RFQs) scams

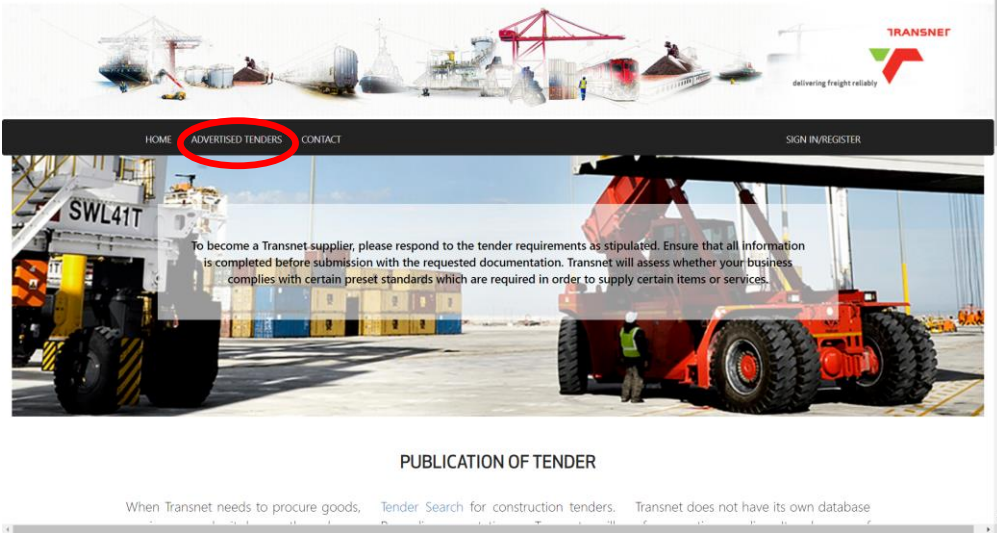
Prospective suppliers are warned that fraudulent Requests for Proposals and Quotations are sent to suppliers using the Transnet name and logo from time to time. Suppliers are advised to verify the authenticity of suspicious RFQs and orders by calling the respective Transnet Operating Division using the contact details listed below or on Transnet's website prior to responding to any RFQs or orders. Transnet will not be held liable for any delivery of goods for any fraudulent tenders or RFQs.

| Division | Name | Email Id | Telephone No |
|----------|-------------------|--------------------------------------------------------------------------------------------------------------------------|--------------|
| TPT | Sindile Mxunyelwa | sindile.mxunyelwa@transnet.net | 031 308 8389 |
| TFR | Prudence Nkabinde | prudence.nkabinde@transnet.net | 011 584 0821 |
| TE | Nompilo Dlamini | tendercomplaints.transnetengineering@transnet.net | 012 391 1374 |

- eTender Links
- Transnet SOC Ltd Tenders
 - Transnet Port Terminals RFQ/Tenders
 - Transnet Freight Rail Tenders

Advertised Tenders

1. Click on the **ADVERTISED TENDERS** link to view all published tenders



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



Topics

- Tender Requirements
- **Advertised Tenders**
- Register
- Sign In
- Registered user navigation
- View Tender Details
- Submit Intent to Bid
- My Intent Submissions
- Ask for Clarity / Submit query
- Submit Tender Bid documents

2. On the list of advertised tenders, click on the **View Details** button to view tender information

Open TendersOther Tenders

Show▼entriesSearch:

| Reference Number | Tender Name | Description | Briefing Session | Closing Date | Tender Status | |
|----------------------|----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|------------------------|---------------|------------------------------|
| TE/2022/01/0012/Rfq | QA Public RFQ | APPOINTMENT OF PROFESSIONAL CONSULTANTS CORRIDOR 9 (REDAN TO UNION) SOUTH GAUTENG REGION FOR A PERIOD OF THREE (3) YEARS (FIXED TERM) | | 1/26/2022 12:00:00 AM | Open | View Details |
| TP/2022/01/0014/RFS | QA Public RFS | Tender for the repair and maintenance of swimming pools, and the supply, delivery, installation and commissioning of accessories: three-year period, as and when required | | 1/26/2022 8:00:00 AM | Open | View Details |
| TFR/2022/01/0012/RFI | QA Public RFI | SUPPLY AND DELIVERY OF RESEARCH / LABORATORY CONSUMABLES | 1/26/2022 8:00:00 AM | 1/26/2022 10:00:00 AM | Open | View Details |
| TCC/2022/01/0011/RFQ | QA RFQ for Performance Testing | QA RFQ for Performance Testing | | 12/31/2022 12:00:00 AM | Open | View Details |
| TPT/2022/01/17/RFP | QA RFQ for Performance Testing 2 | QA RFQ for Performance Testing 2 | | 12/31/2022 12:00:00 AM | Open | View Details |

Showing 1 to 5 of 9 entriesFirstPrevious12NextLastActivate

3. Click on the **Attachment** link to view documents attached to the tender

TRANSNET E-TENDERS

| | |
|------------------------------|-------------------------------|
| Tender Reference Number | T/89 |
| Description | Cabling Tender |
| Tender Type | RFP |
| Contact Person | Kgotso Lesiba |
| Contact Person Email Address | KgotsoL@globalcomputing.co.za |
| Date Published | 1/1/0001 12:00:00 AM |
| Closing Date | 1/1/0001 12:00:00 AM |
| Briefing Date And Time | 1/1/0001 12:00:00 AM |
| Briefing Details | TBA |
| Location Of Service | Transnet |
| Name Of Institution | TNPA |
| Tender Category | Services |
| Tender Status | Active |
| Tender Type | RFP |
| Attachments | test.pdf |

Register

1. Click on the **SIGN IN/REGISTER** link on the Transnet E-Tenders landing page

HOMEADVERTISED TENDERSCONTACT

[SIGN IN/REGISTER](#)

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

- Tender Requirements
- Advertised Tenders
- **Register**
- Sign in
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- View Tender Details
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- My Intent Submissions
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- Submit Tender Bid documents

3. Enter the verification code received via the email address provided then click on the **Verify Code** button

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

dmkwilliams@gmail.com

731564

Verify code **Send new code**

New Password

Confirm New Password

Given Name

Organization Name

Surname

- Click on the Create button

Test info

Country/Region

South Africa

Test info

Test info

Test info

Test info

Test info

Create

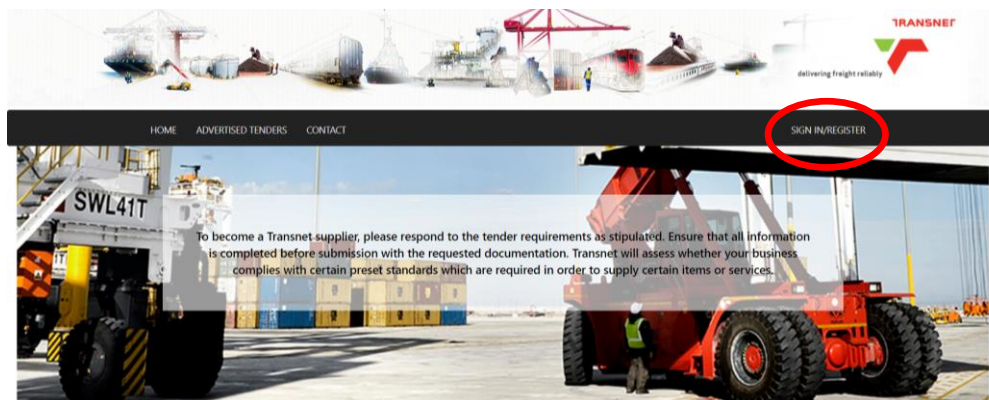


Topics

- Tender Requirements
- Advertised Tenders
- Register
- **Sign in**
- **Registered user navigation**
- View Tender Details
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- My Intent Submissions
- Ask for Clarity / Submit query
- Submit Tender Bid documents

Sign In

1. Click on the **SIGN IN/REGISTER** link on the Transnet E-Tenders landing page



2. Type the email address you entered and the password you created during registration and click on the **Sign In** button

Sign in with your email address

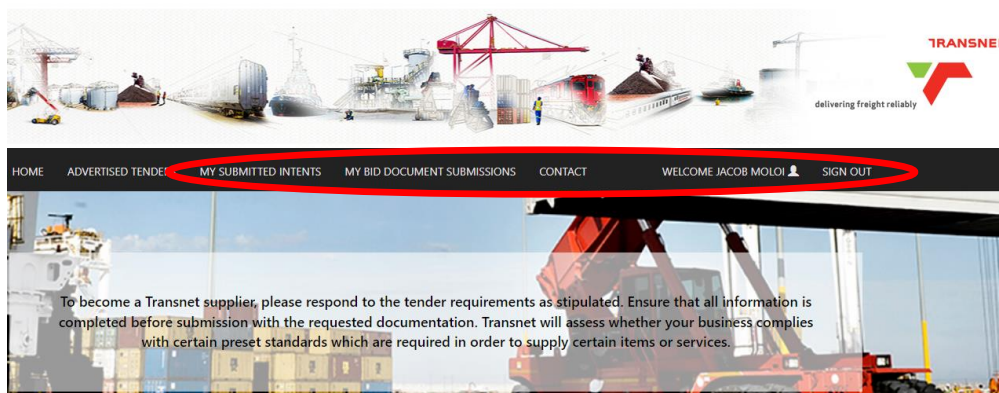
[Forgot your password?](#)

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

Restricted tenders can only be accessed if you SIGN IN using the same email address that you were invited to. The tender will not be visible if you are using a different email address

Registered user navigation

1. Take note of the additional menu options available once you've registered. You are now able to Submit and intent by clicking on the **Advertised Tenders** menu option to view published tenders.



Topics

- Tender Requirements
- Advertised Tenders
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- Sign in
- Registered user navigation
- **View Tender Details**
- **Submit Intent to Bid**
- My Intent Submissions
- Ask for Clarity / Submit query
- Submit Tender Bid documents

View Tender Details

1. Click on the **View Details** button to view tender information

Open TendersOther Tenders

Show▼ entriesSearch:

| Reference Number | Tender Name | Description | Briefing Session | Closing Date | Tender Status | |
|----------------------|------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|------------------------|---------------|-------------------------|
| TE/2022/01/0012/RFQ | QA Public RFQ | APPOINTMENT OF PROFESSIONAL CONSULTANTS CORRIDOR 9 (REDAN TO UNION) SOUTH GAUTENG REGION FOR A PERIOD OF THREE (3) YEARS (FIXED TERM) | | 1/26/2022 12:00:00 AM | Open | <div>View Details</div> |
| TP/2022/01/0014/RFS | QA Public RFS | Tender for the repair and maintenance of swimming pools, and the supply, delivery, installation and commissioning of accessories: three-year period, as and when required | | 1/26/2022 8:00:00 AM | Open | <div>View Details</div> |
| TFR/2022/01/0012/RFI | QA Public RFI | SUPPLY AND DELIVERY OF RESEARCH / LABORATORY CONSUMABLES | 1/26/2022 8:00:00 AM | 1/26/2022 10:00:00 AM | Open | <div>View Details</div> |
| TCC/2022/01/0011/RFQ | QA RFQ for Performance | QA RFQ for Performance Testing | | 12/31/2022 12:00:00 AM | Open | <div>View Details</div> |

Submit Intent to Bid

1. As a registered user, more details about the tender will be available. From this page you are able to view all the attachments and **Log An Intent To Bid** by clicking on the slider button.

Tender Details

Tender Reference Number

TE/2022/01/0012/RFQ

Name Of Tender

QA Public RFQ

Description

APPOINTMENT OF PROFESSIONAL CONSULTANTS CORRIDOR 9 (REDAN TO UNION) SOUTH GAUTENG REGION FOR A PERIOD OF THREE (3) YEARS (FIXED TERM)

Tender Type

RFQ

Contact Person

Sonwabile Mmatyana Transnet Corporate Johannesburg

Contact Person Email Address

Sonwabile.Mmatyana@transnet.net

Date Published

1/19/2022 1:51:25 PM

Closing Date

1/26/2022 12:00:00 AM

Briefing Date And Time

Briefing Details

Location Of Service

Carlton Centre

Name Of Institution

TE

Tender Category

Goods

Briefing Session

Closing Date

1/26/2022 12:00:00 AM

Attachments

Excel File.xlsx

JPEG File.jpg

PDF File.pdf

PNG File.PNG

PowerPoint File.pptx

Text File.txt

Log An Intent To Bid

Activate V

Go to Setting

2. A notification will be displayed informing you that your **intent has been successfully submitted**.

Intent to Bid

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

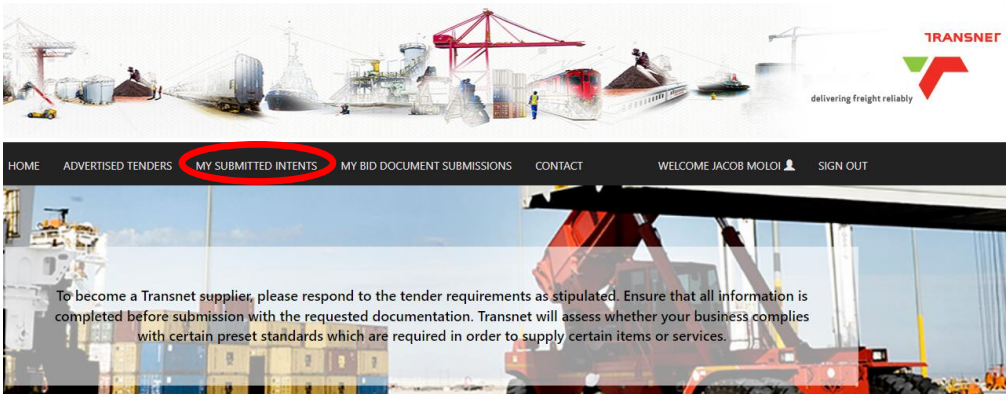
Close

Topics

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- Submit Tender Bid documents

View Intent Submissions

1. On the landing page, click on the **My Submitted Intents** menu option.



2. From the list of submitted intents, click on the **View Details** button to view details about the item.

MY SUBMISSION INTENTS

Show

10

 entries

Search:

| Tender Reference Number | Name | Description Of Tender | Briefing Session Date | Closing Date | View Details |
|------------------------------------|------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|-----------------------|------------------------|-------------------------|
| TCC/2021/12/0003/RFQ Non-Technical | Test Non Tech Tender QA At 12 | Test Non Tech Tender QA At 12 | | 12/23/2021 1:00:00 AM | <div>View Details</div> |
| TE/2021/12/0003/RFQ | test creation from app | tet | | 12/31/2021 12:00:00 PM | <div>View Details</div> |
| TE/2021/12/0004/RFQ | Test Approval Thulani | Test | | 12/10/2021 12:00:00 AM | <div>View Details</div> |
| TE/2022/01/0012/RFQ | QA Public RFQ | APPOINTMENT OF PROFESSIONAL CONSULTANTS CORRIDOR 9 (REDAN TO UNION) SOUTH GAUTENG REGION FOR A PERIOD OF THREE (3) YEARS (FIXED TERM) | | 1/26/2022 12:00:00 AM | <div>View Details</div> |
| TNPA/2021/12/0003/RFQ | Test Tender For Jacob | Test Tender For Jacob | 12/6/2021 2:00:00 AM | 12/8/2021 12:00:00 PM | <div>View Details</div> |
| TP/2021/12/0002/RFQ | QA Tender 10 - to be cancelled after it has been published | QA Tender 10 - to be cancelled after it has been published | 12/7/2021 9:00:00 AM | 12/28/2021 9:00:00 AM | <div>View Details</div> |
| TP/2021/12/0006/RFQ Non-Technical | App-Register new Non-Technical RFQ Tender with no briefing details-Mod | App-Register new Non-Technical RFQ Tender with no briefing details-Mod | | 1/20/2022 8:00:00 AM | <div>View Details</div> |

3. Details and attachments can be viewed on this page. You can also **Ask for Clarity** (submit a query) from this page.

SUBMISSION INTENT DETAILS

Tender SummaryAsk For Clarity

Submit Tender Documents

QA Public RFQ
TE/2022/01/0012/RFQ

APPOINTMENT OF PROFESSIONAL CONSULTANTS CORRIDOR 9 (REDAN TO UNION) SOUTH GAUTENG REGION FOR A PERIOD OF THREE (3) YEARS (FIXED TERM)

Briefing Session

Closing Date
1/26/2022 12:00:00 AM

Attachments

Excel File.xlsx

JPEG File.jpg

PDF File.pdf

Topics

- Tender Requirements
- Advertised Tenders
- Register
- Sign in
- Registered user navigation
- View Tender Details
- Submit Intent to Bid
- My Intent Submissions
- Ask for Clarity / Submit query
- Submit Tender Bid documents


Ask for Clarity (Submit Query)

1. On the Submission Intent Details pate, click on the **Ask for Clarity** tab.

SUBMISSION INTENT DETAILS

Tender Summary

Ask For Clarity

 Submit Tender Documents

QA Public RFQ

TE/2022/01/0012/RFQ


APPOINTMENT OF PROFESSIONAL CONSULTANTS CORRIDOR 9 (REDAN TO UNION) SOUTH GAUTENG REGION FOR A PERIOD OF THREE (3) YEARS (FIXED TERM)

Briefing Session

Closing Date

1/26/2022 12:00:00 AM

Attachments


 Excel File.xlsx

- Under 'Submit Queries Below' type your questions in the fields.
- Click on the **Delete (trash can)** button to delete a field (row)
 - Click on the blue **Add (+)** button to add another field (row)
 - Click on the **Submit All Questions** button.

SUBMISSION INTENT DETAILS


Tender Summary

Ask For Clarity


 Submit Tender Documents

Submit queries below


Q1




Q2



Q3





Submit All Questions


Cancel


Briefing Session


Closing Date


1/26/2022 12:00:00 AM


Attachments

 Excel File.xlsx

 JPEG File.jpg

 PDF File.pdf


 PNG File.PNG

 PowerPoint File.pptx

5. Under the 'Ask for Clarity' tab, you will also be able to view responses from Transnet.

Tender Summary

Ask For Clarity

 Submit Tender Documents

Q3

No Response From Transnet

Q1


No Response From Transnet


Briefing Session

Closing Date

1/26/2022 12:00:00 AM


Attachments


 Excel File.xlsx

 JPEG File.jpg

6. At the bottom of the screen you can **add additional questions**

Submit queries below





Submit All Questions

Cancel

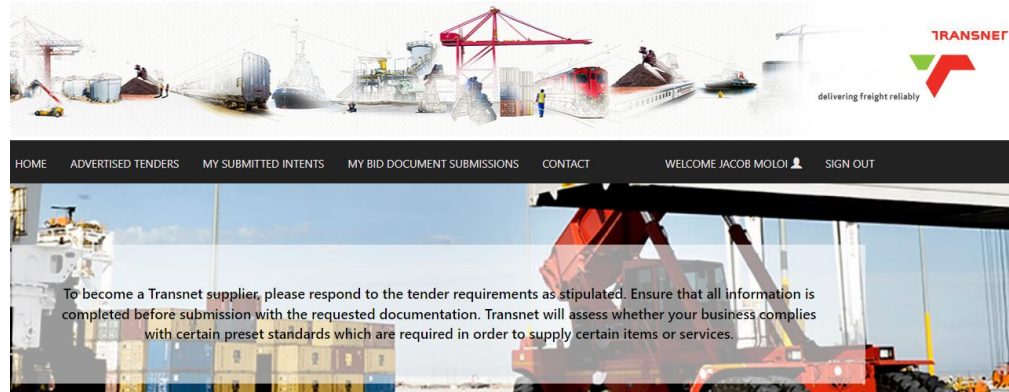


Topics

- Tender Requirements
- Advertised Tenders
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- Sign in
- Registered user navigation
- View Tender Details
- Submit Intent to Bid
- My Intent Submissions
- Ask for Clarity / Submit query
- **Submit Tender Bid documents**

Submit Tender Bid Documents

1. Click the **My Submitted Intents** menu option.



2. From the list of submitted intents, click on the **View Details** button to view details about the item.

Show entries

Search:

| Tender Reference Number | Name | Description Of Tender | Briefing Session Date | Closing Date | View Details |
|------------------------------------|-------------------------------|-------------------------------|-----------------------|-----------------------|------------------------------|
| TCC/2021/12/0003/RFQ Non-Technical | Test Non Tech Tender QA At 12 | Test Non Tech Tender QA At 12 | | 12/23/2021 1:00:00 AM | View Details |

3. Details and attachments can be viewed on this page. Click on the **Submit Tender Documents** link.



4. Click the **Choose Files** button and select the files to upload.
5. Click on **Submit Bid**

QA Public RFQ
Closing Date: 1/26/2022 12:00:00 AM
TE/2022/01/0012/RFQ

APPOINTMENT OF PROFESSIONAL CONSULTANTS CORRIDOR 9 (REDAN TO UNION) SOUTH GAUTENG REGION FOR A PERIOD OF THREE (3) YEARS (FIXED TERM)

Duplicate documents are not permitted

Mandatory ☒ Essential ☐ Non Essential ☐ Other

Uploaded Documents
No files uploaded.

Drag & drop mandatory documents here

[Choose Files](#)

The system allows you to upload 30MB per file, you can upload multiple files. Ensure that your internet connection and speed is stable

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

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