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# **The Tender**

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**Transnet National Ports Authority**

an Operating Division of **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

**REQUEST FOR PROPOSAL (RFP)**

**FOR THE: FEASIBILITY DESIGN FOR THE UPGRADE AND DEEPENING OF MAYDON  
WHARF BERTHS 5-11 AND 15 IN THE PORT OF DURBAN FOR A PERIOD OF 15  
(FIFTEEN) MONTHS**

<b>RFP NUMBER</b>	<b>: TNPA/2023/01/0014/20728/RFP</b>
<b>ISSUE DATE</b>	<b>: 24 March 2023</b>
<b>COMPULSORY BRIEFING</b>	<b>: 31 March 2023 (10:00AM)</b>
<b>CLOSING DATE</b>	<b>: 25 April 2023</b>
<b>CLOSING TIME</b>	<b>: 17h00</b>
<b>TENDER VALIDITY PERIOD</b>	<b>: 12 weeks from closing date</b>

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## **Part T1: Tendering Procedures**

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## **T1.1 Tender Notice and Invitation**

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## T1.1 TENDER NOTICE AND INVITATION TO TENDER

### SECTION 1: NOTICE TO TENDERERS

#### 1. INVITATION TO TENDER

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

<b>DESCRIPTION</b>	Feasibility design for the upgrade and deepening of Maydon Wharf Berths 5-11 and 15 in the Port of Durban.
<b>TENDER DOWNLOADING</b>	<b>This Tender may be downloaded directly from the National Treasury e-Tender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> and the Transnet website at <a href="https://transnetetenders.azurewebsites.net">https://transnetetenders.azurewebsites.net</a> (please use Google Chrome to access Transnet link) <b>FREE OF CHARGE.</b></b>
<b>COMPULSORY TENDER CLARIFICATION MEETING</b>	<p>A Compulsory Tender Clarification Meeting will be conducted at <b>Transnet National Ports Authority, Queens Warehouse, 237 Mahatma Ghandi Road, on Friday 31 March 2023, at 10:00am [10 O'clock]</b> for a period of <math>\pm 3</math> (three) hours. [Tenderers to provide own transportation and accommodation].</p> <p>The Compulsory Tender Clarification Meeting will start punctually and information will not be repeated for the benefit of Tenderers arriving late.</p> <p><b>A Site visit/walk will take place, tenderers are to note:</b></p> <ul style="list-style-type: none"> <li>• Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats.</li> <li>• Tenderers without the recommended PPE will not be allowed on the site walk.</li> <li>• Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyser testing.</li> <li>• All forms of firearms are prohibited on Transnet properties and premises.</li> <li>• The relevant persons attending the meeting must ensure that their identity documents, passports or driver's licences are on them for inspection at the access control gates.</li> </ul>



	<p>Certificate of Attendance in the form set out in the <b>Returnable Schedule T2.2-01</b> hereto must be completed and submitted with your Tender as proof of attendance is required for a <b>compulsory</b> site meeting and/or tender briefing.</p> <p>Tenderers are required to bring this Returnable Schedule T2.2-01 to the Compulsory Tender Clarification Meeting to be signed by the Employer's Representative. Tenderers failing to attend the compulsory tender briefing will be disqualified.</p>
<b>CLOSING DATE</b>	<p><b>17h00 on 25 April 2023</b></p> <p>Tenderers must ensure that tenders are uploaded timeously onto the system. <b>If a tender is late, it will not be accepted for consideration.</b></p>

## 2. TENDER SUBMISSION

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

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

Log on to the Transnet eTenders management platform website

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

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



**wait for the last hour to submit. A Tenderer can upload 30mb per upload and multiple uploads are permitted.**

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

### **3. CONFIDENTIALITY**

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

### **4. DISCLAIMERS**

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

- 4.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.
- 4.2. Not necessarily accept the lowest priced tender or an alternative Tender;
- 4.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;
- 4.4. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract;
- 4.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;





- 4.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;
- 4.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;
- 4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);
- 4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.
- 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.
- 4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable [clause 12 on T2.2-14], [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.
- 4.12. Transnet reserves the right to perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer:
  - *unduly high or unduly low tendered rates or amounts in the tender offer;*
  - *contract data of contract provided by the tenderer; or*
  - *the contents of the tender returnables which are to be included in the contract.*

5. Transnet will not reimburse any Tenderer for any preparatory costs or other work performed in connection with this Tender, whether or not the Tenderer is awarded a contract.

## 6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

Tenderer are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. The CSD can be accessed at



<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](mailto:Transnet@tip-offs.com)**

# "HOW TO" GUIDE FOR BIDDERS

REGISTER ON ETENDER PORTAL

ACCESS TENDERS

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

Go to Google Chrome 

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



https://transnetetender.b2clogin.com/transnetetender.onmicrosoft.com/b2c\_1\_signupsignin/oauth2/v2.0/authorize?client



### Sign in with your email address

[Forgot your password?](#)


[Sign in](#)

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

If not already registered, click on Sign up now.


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

[← Cancel](#)



[Send verification code](#)

Country/Region



[Create](#)

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


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

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

Send verification code

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

< Cancel



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

abc@gmail.com

Verification Code

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

Verify code

Send new code

.....

Forgot your password?

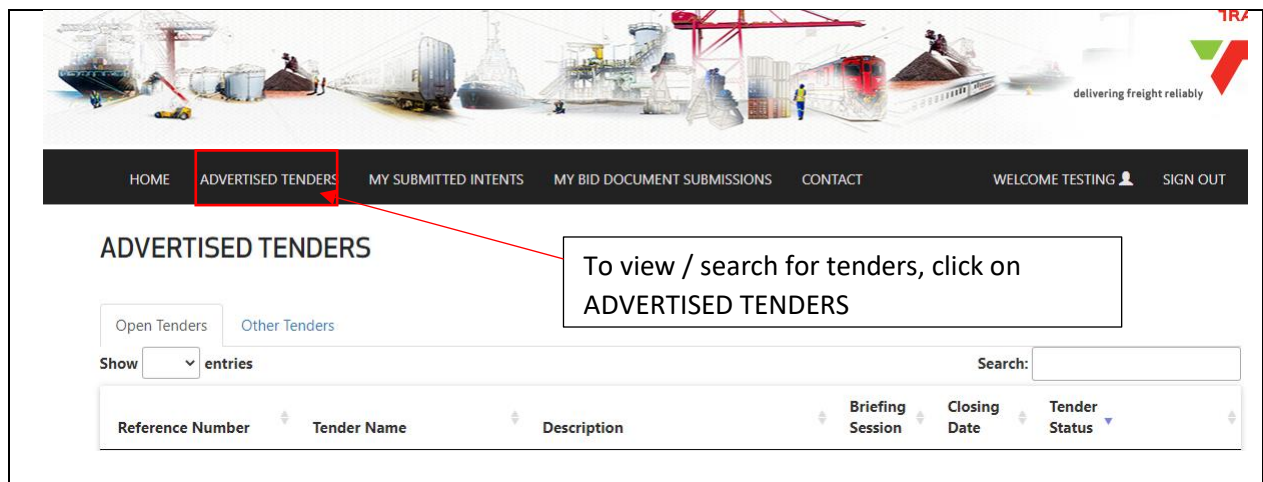
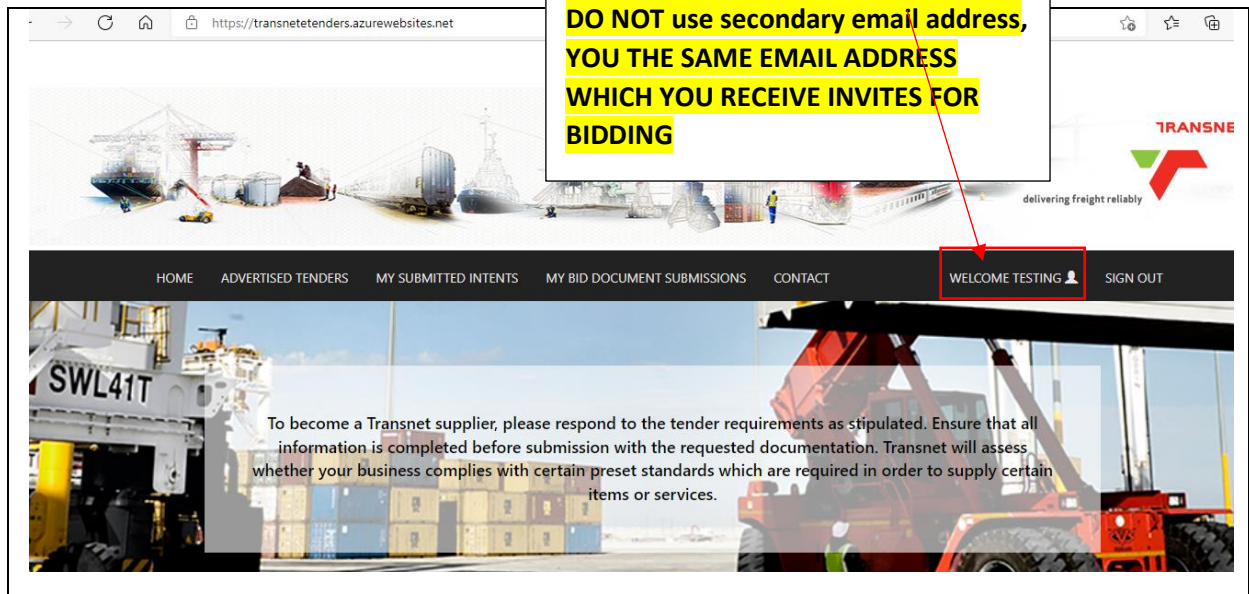
Sign in

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

Then click on Sign in

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

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



To view / search for tenders, click on ADVERTISED TENDERS

Tender Invitation For Tender Ref # TE/2022/04/0697/RFQ - Message (HTML)

File Message Help Tell me what you want to do

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

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

SRV-TCC-Etender  
To noreply@transnet.net

This message was sent with Low importance.

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

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

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

Kind Regards,  
Transnet eTenders

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

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

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

**ADVERTISED TENDERS**

Open Tenders Other Tenders

Show  entries Search:

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

When signed in, select "ADVERTISED TENDERS".



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

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## ADVERTISED TENDERS

Open Tenders
Other Tenders

Show
▼
entries
Search:

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

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SIGN OUT

## ADVERTISED TENDERS

Open Tenders
Other Tenders

Show
▼
entries
Search: TE/2022/04/0697/RFQ

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

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

## ADVERTISED TENDERS

Open Tenders
Other Tenders

Show
▼
entries
Search: TE22-SRX-1FG-02068

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

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

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

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

## TENDER DETAILS

Tender Details

<b>Tender Reference Number</b>	TE/2022/04/0697/RFQ
<b>Name Of Tender</b>	TE22-SRX-1FG-02068
<b>Description</b>	STOP; TOP BUNK, OD 19.5 X HT 6.5 MM
<b>Tender Type</b>	RFQ
<b>Contact Person</b>	Charl du Preez Transnet Engineering SLR
<b>Contact Person Email Address</b>	Charl.duPreez@transnet.net
<b>Date Published</b>	4/7/2022 3:51:47 PM
<b>Closing Date</b>	4/13/2022 10:00:00 AM
<b>Briefing Date And Time</b>	
<b>Briefing Details</b>	
<b>Location Of Service</b>	Coaches, Salt River

**Briefing Session**  
**Closing Date**  
4/13/2022 10:00:00 AM  
**Attachments**  

2.14 Standard Terms and Conditions of Contract f

2.18 Supplier Integrity Pact\_April 2020\_v1.pdf

2.19 Non Disclosure Agreement\_April 2020\_v1.pdf

2.9 Request for Quotations TE22-SRX-1FG-02068,

**Log An Intent To Bid**  
☐

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

Tender Details

<b>Tender Reference Number</b>	TE/2022/04/0697/RFQ
<b>Name Of Tender</b>	TE22-SRX-1FG-02068
<b>Description</b>	STOP; TOP BUNK, OD 19.5 X HT 6.5 MM
<b>Tender Type</b>	RFQ
<b>Contact Person</b>	Charl du Preez Transnet Engineering SLR
<b>Contact Person Email Address</b>	Charl.duPreez@transnet.net
<b>Date Published</b>	4/7/2022 3:51:47 PM
<b>Closing Date</b>	4/13/2022 10:00:00 AM
<b>Briefing Date And Time</b>	
<b>Briefing Details</b>	
<b>Location Of Service</b>	Coaches, Salt River
<b>Name Of Institution</b>	TE
<b>Tender Category</b>	Goods
<b>Tender Status</b>	Open

**Briefing Session**  
**Closing Date**  
4/13/2022 10:00:00 AM  
**Attachments**  

2.14 Standard Terms and Conditions of Contract f

2.18 Supplier Integrity Pact\_April 2020\_v1.pdf

2.19 Non Disclosure Agreement\_April 2020\_v1.pdf

2.9 Request for Quotations TE22-SRX-1FG-02068,

**Log An Intent To Bid**  
☒

**Tender Details**

**Tender Reference Number**

**Name Of Tender**

**Description**

**Tender Type** RFQ

**Contact Person** Charl du Preez Transnet Engineering SLR

**Contact Person Email Address** Charl.duPreez@transnet.net

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

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

**Briefing Date And Time**

**Briefing Details**

**Location Of Service**

**Name Of Institution**

**Tender Category**

**Tender Status**

**Intent to Bid**

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

Close

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

**Briefing Session**

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


**Attachments**

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

**Log An Intent To Bid**

☒

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



delivering freight reliably

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**MY SUBMISSION INTENTS**

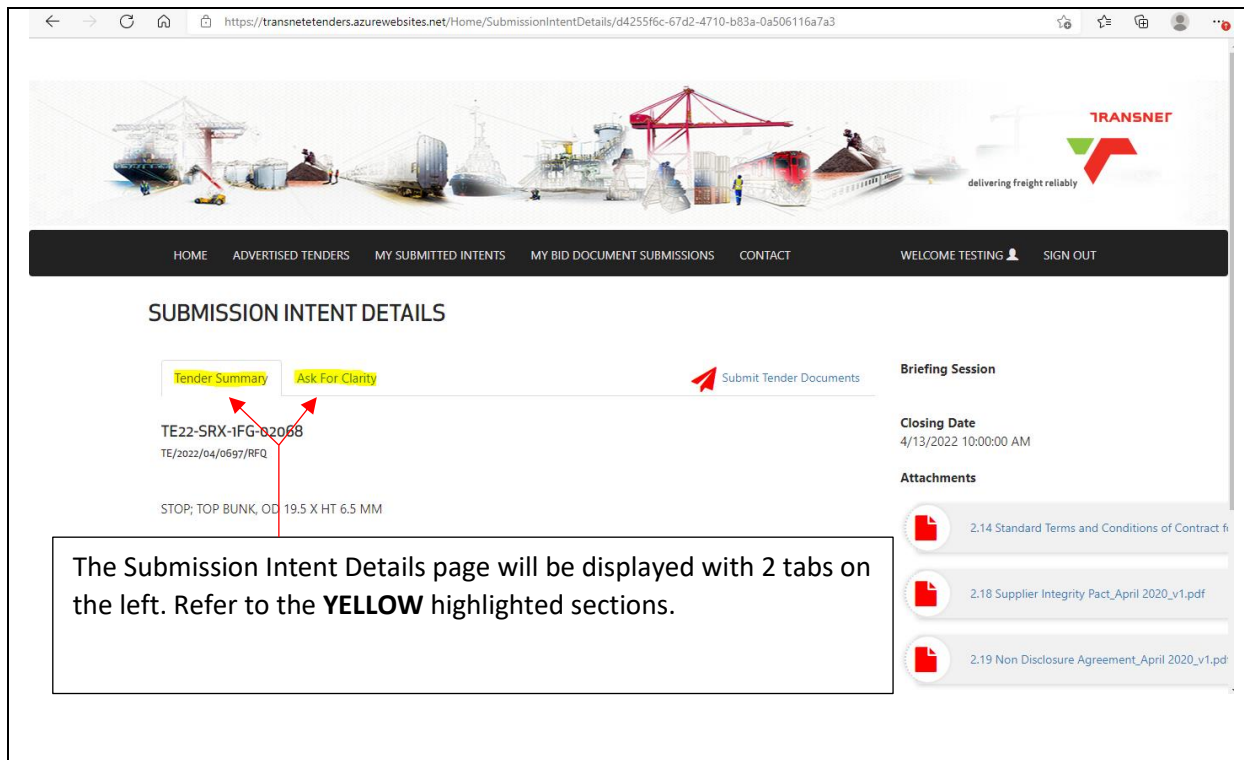
Show 10 entries

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

Showing 1 to 1 of 1 entries

Previous 1 Next

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



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

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

### SUBMISSION INTENT DETAILS

**Tender Summary** **Ask For Clarity** [Submit Tender Documents](#)

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

STOP, TOP BUNK, OD 19.5 X HT 6.5 MM

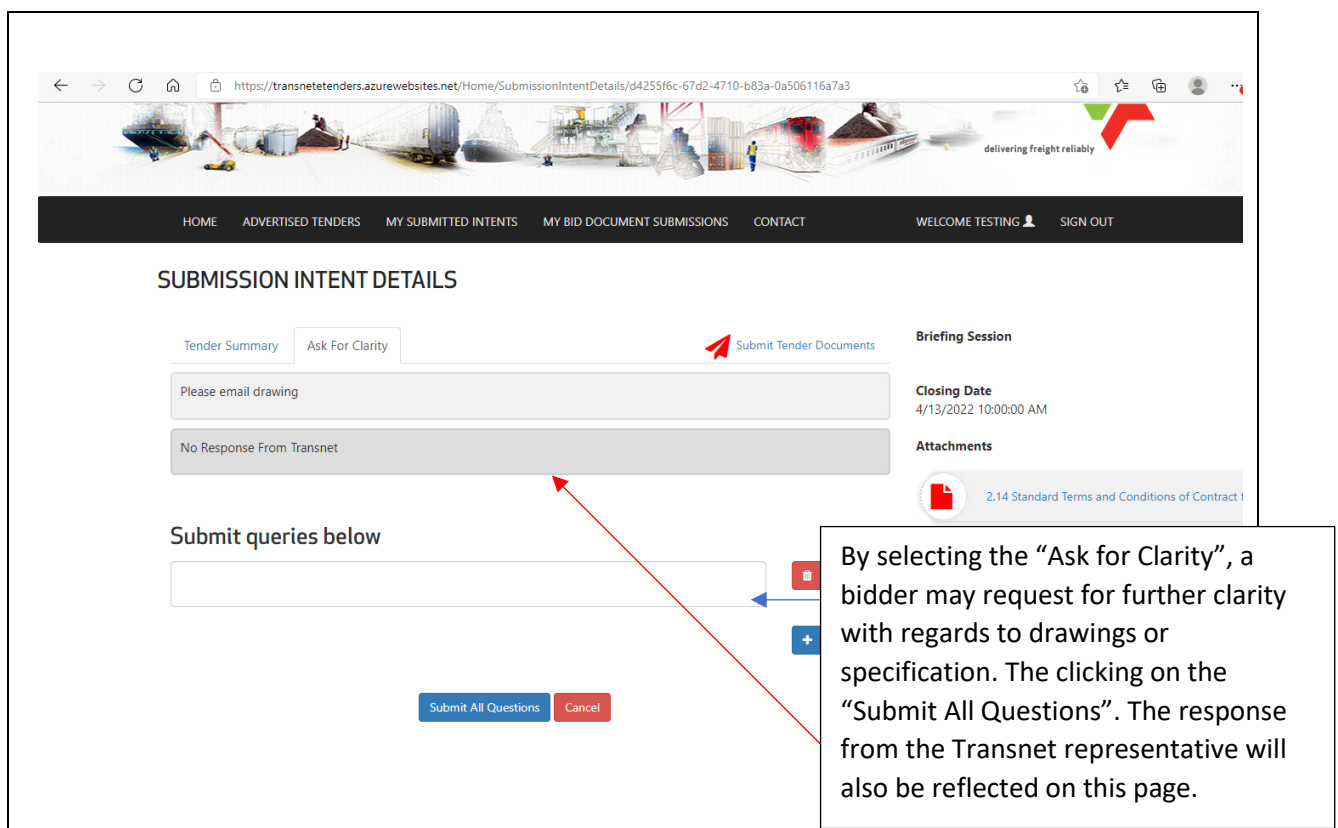
**Briefing Session**

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

**Attachments**

- 2.14 Standard Terms and Conditions of Contract fi
- 2.18 Supplier Integrity Pact\_April 2020\_v1.pdf
- 2.19 Non Disclosure Agreement\_April 2020\_v1.pdf

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



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

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

### SUBMISSION INTENT DETAILS

**Tender Summary** **Ask For Clarity** [Submit Tender Documents](#)

Please email drawing

No Response From Transnet

**Submit queries below**

[Submit All Questions](#) [Cancel](#)

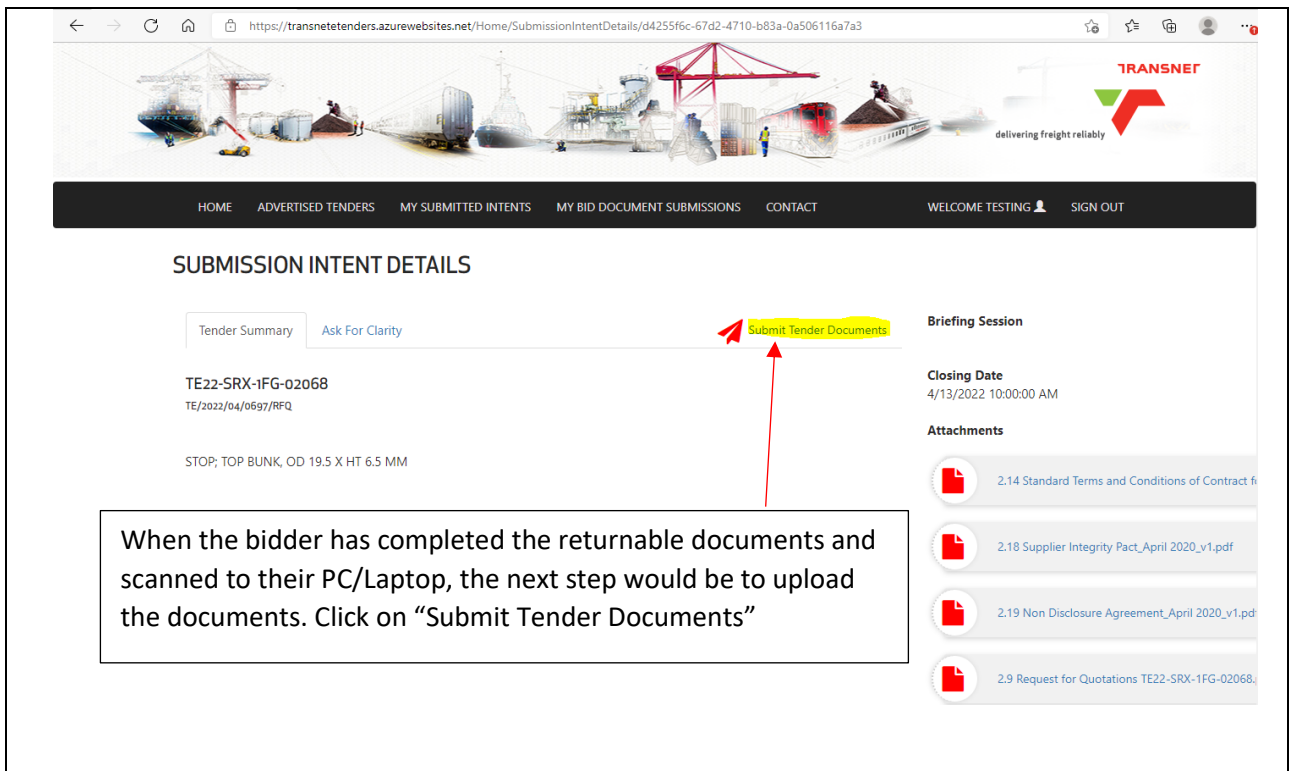
**Briefing Session**

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

**Attachments**

- 2.14 Standard Terms and Conditions of Contract 1

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



Submission Intent Details

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

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

STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

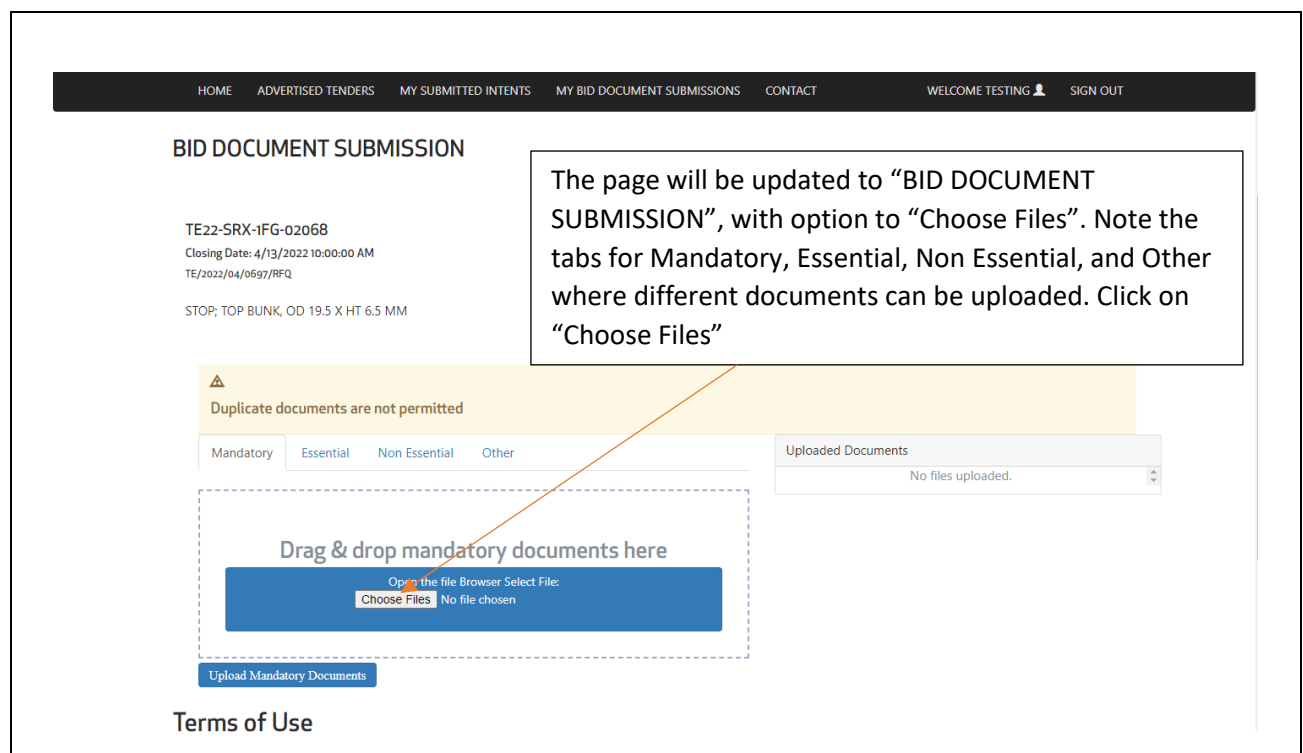
When the bidder has completed the returnable documents and scanned to their PC/Laptop, the next step would be to upload the documents. Click on “Submit Tender Documents”

Briefing Session

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

Attachments

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



BID DOCUMENT SUBMISSION

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

STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

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

Duplicate documents are not permitted

Mandatory Essential Non Essential Other

Uploaded Documents  
No files uploaded.

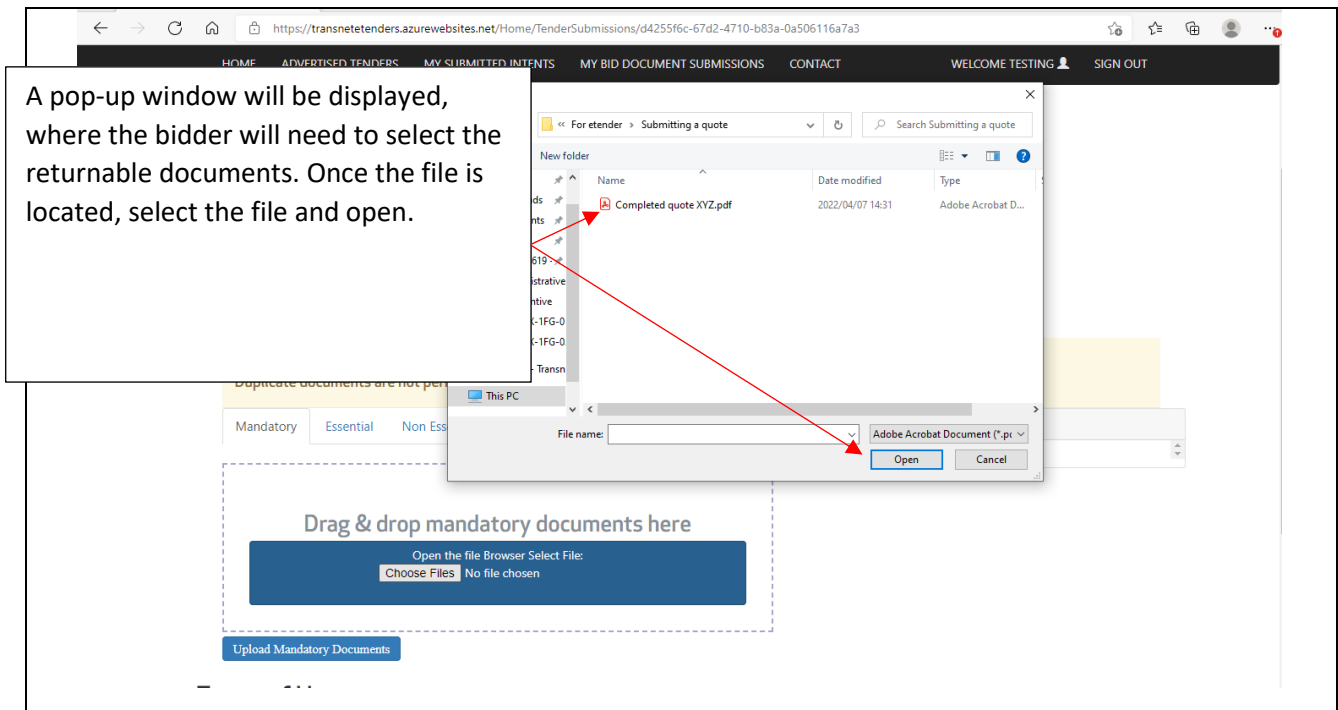
Drag & drop mandatory documents here

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

Upload Mandatory Documents

Terms of Use

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



**BID DOCUMENT SUBMISSION**

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

Duplicate documents are not permitted

Mandatory Essential Non Essential Other

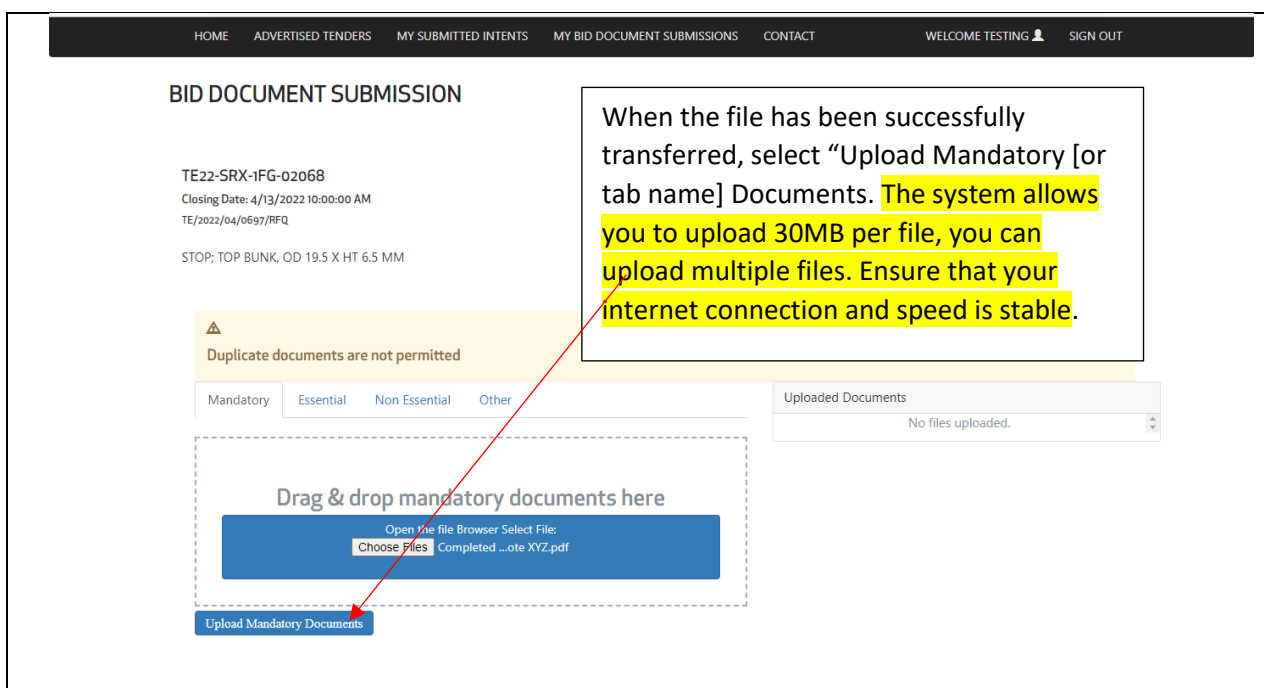
Drag & drop mandatory documents here

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

Upload Mandatory Documents

Uploaded Documents  
 No files uploaded.

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



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

TE/2022/04/0697/RFQ

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⚠ Duplicate documents are not permitted

Mandatory Essential Non Essential Other

Drag & drop mandatory documents here

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

Upload Mandatory Documents

Uploaded Documents

Completed quote XYZ.pdf - Document Type: Mandatory Documents


Delete

Terms of Use

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

← Back

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

### MY BID DOCUMENT SUBMISSIONS

Show 10 entries Search:

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

Showing 1 to 1 of 1 entries

Previous 1 Next

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

## **GENERAL BID CONDITIONS**

**[June 2022]**



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## 1 DEFINITIONS

Where the following words or phrases are used in this Agreement, such words or phrases shall have the meaning assigned thereto in this clause, except where the context clearly requires otherwise:

- 1.1 **Bid** shall mean a Respondent's tendered response / proposal to a Transnet RFP or RFQ;
- 1.2 **Bid Document(s)** shall mean a reference to a Request for Proposal or Request for Quotation;
- 1.3 **Business Day** shall mean any day other than a Saturday, Sunday or public holiday;
- 1.4 **Goods** shall mean the goods required by Transnet as specified in its Bid Document;
- 1.5 **Parties** shall mean Transnet and the Respondents to a Bid Document;
- 1.6 **Respondent(s)** shall mean a respondent/bidder to a Bid Document;
- 1.7 **RFP** shall mean Request for Proposal;
- 1.8 **RFQ** shall mean Request for Quotation;
- 1.9 **RFX** shall mean RFP or RFQ, as the case may be;
- 1.10 **Services** shall mean the services required by Transnet as specified in its Bid Document;
- 1.11 **Service Provider or Supplier** shall mean the successful Respondent;
- 1.12 **Tax Invoice** shall mean the document as required by Section 20 of the Value-Added Tax Act, 89 of 1991, as may be amended from time to time;
- 1.13 **Transnet** shall mean Transnet SOC Ltd, a State Owned Company; and
- 1.14 **VAT** shall mean Value-Added Tax in terms of the Value-Added Tax Act, 89 of 1991, as may be amended from time to time.

## 2 GENERAL

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

## 3 SUBMITTING OF BID DOCUMENTS

- 3.1 A Bid, which shall hereinafter include reference to an RFP or RFQ, shall be submitted to Transnet no later than the closing date and time specified in accordance with the directions issued in the Bid Documents. Late Bids will not be considered.
- 3.2 The Bid Documents must be completed in their entirety and Respondents are required to complete and submit their Bid submissions by uploading them into the system against each tender selected. The bidder guide can be found on the Transnet Portal [transnetetenders.azurewebsites.net](https://transnetetenders.azurewebsites.net).

## 4 USE OF BID FORMS

- 4.1 Where special forms and/or formats are issued by Transnet for the submission of Bids, Respondents are required to submit their Bids by completion of the appropriate sections on such official forms and/or formats and not in other forms and/or formats or documents bearing their own terms and conditions of contract. Non-compliance with this condition may result in the rejection of a Bid.
- 4.2 Respondents must note that the original Bid forms and/or formats must be completed for submission.
- 4.3 Only if insufficient space has been allocated to a particular response may a Respondent submit additional information under separate cover using the Company's letterhead. This must be duly cross-referenced in the RFX.

## **5 BID FEES**

A bid fee is not applicable. The Bid Documents may be downloaded directly from National Treasury's e-Tender Publication Portal at [www.etenders.gov.za](http://www.etenders.gov.za) and may also be downloaded from the Transnet website at [www.transnet.net](http://www.transnet.net) free of charge.

## **6 VALIDITY PERIOD**

- 6.1 The Respondents must hold their Bid valid for acceptance by Transnet at any time within the requested validity period after the closing date of the bid.
- 6.2 Respondents may be requested to extend their validity period for a specified additional period. In such instances, Respondents will not be allowed to change any aspect of their Bid, unless they are able to demonstrate that the proposed change/s is as a direct and unavoidable consequence of Transnet's extension of the validity period.

## **7 SITE VISITS / BRIEFING SESSIONS**

Respondents may be requested to attend a site visit or briefing session where it is necessary to view the site in order to prepare their Bids, or where Transnet deems it necessary to provide Respondents with further information to allow them to complete their Bids properly. Where such visits or sessions are indicated as compulsory in the RFX Document, Respondents are obliged to attend these meetings as failure to do so will result in their disqualification.

## **8 CLARIFICATION BEFORE THE CLOSING DATE**

Should clarification be required on any aspect of the Bid before the closing date, the Respondent must upload questions onto the Transnet e-Tender Submission Portal or direct such queries to the contact person listed in the RFX Document in the stipulated manner.

## **9 COMMUNICATION AFTER THE CLOSING DATE**

After the closing date of a Bid (i.e. during the evaluation period) the Respondent may only communicate with the contact person listed in the RFX Document.

## **10 UNAUTHORISED COMMUNICATION ABOUT BIDS**

Respondents may at any time communicate with the contact person listed in the RFP Document on any matter relating to its Bid but, in the absence of written authority from the delegated individual (BEC chairperson), no communication on a question affecting the subject of a Bid shall take place between Respondents or other potential service providers or any member of the Bid Adjudication Committee or official of Transnet during the period between the closing date for the receipt of the Bid and the date of the notification of the successful Respondent(s). A Bid, in respect of which any such unauthorised communication has occurred, may be disqualified.

## **11 RETURNABLE DOCUMENTS**

All returnable documents listed in the RFP Documents must be submitted with Respondent's Bid. Failure to submit mandatory returnable schedules / documents will result in disqualification. Failure to submit other schedules / documents may result in disqualification.

## **12 DEFAULTS BY RESPONDENTS**

If the Respondent, after it has been notified of the acceptance of its Bid fails to:

- 12.1 enter into a formal contract when called upon to do so within such period as Transnet may specify; or
- 12.2 accept an order in terms of the Bid;
- 12.3 furnish satisfactory security when called upon to do so for the fulfilment of the contract; or
- 12.4 comply with any condition imposed by Transnet,

Transnet may, in any such case, without prejudice to any other legal remedy which it may have, proceed to accept any other Bid or, if it is necessary to do so, call for Bids afresh, and may recover from the defaulting Respondent any additional expense incurred by Transnet in calling for new offers or in accepting a less favourable offer.

### **13 CURRENCY**

All monetary amounts referred to in a Bid response must be in Rand, the currency of the Republic of South Africa [**ZAR**], save to the extent specifically permitted in the RFP.

### **14 PRICES SUBJECT TO CONFIRMATION**

Prices which are quoted subject to confirmation will not be considered.

### **15 ALTERATIONS MADE BY THE RESPONDENT TO BID PRICES**

All alterations made by the Respondent to its Bid price(s) prior to the submission of its Bid Documents must be done by deleting the incorrect figures and words where required and by inserting the correct figures and words against the items concerned. All such alterations must be initialled by the person who signs the Bid Documents. Failure to observe this requirement may result in the particular item(s) concerned being excluded in the matter of the award of the business.

### **16 EXCHANGE AND REMITTANCE**

- 16.1 The Respondent should note that where the whole or a portion of the contract or order value is to be remitted overseas, Transnet shall, if requested to do so by the Supplier/Service Provider, effect payment overseas directly to the foreign principal or manufacturer of such percentage of the contract or order value as may be stipulated by the Respondent in its Bid Documents.
- 16.2 It is Transnet's preference to enter into Rand-based agreements. Transnet would request, therefore, that the Respondent give favourable consideration to obtaining forward exchange cover on the foreign currency portion of the Agreement at a cost that is acceptable to Transnet to protect itself against any currency rate fluctuation risks for the duration of any resulting contract or order.
- 16.3 The Respondent who desires to avail itself of the aforementioned facility must at the time of bidding furnish the information called for in the Exchange and Remittance section of the Bid Documents and also furnish full details of the principals or manufacturer to whom payment is to be made.
- 16.4 The South African Reserve Bank's approval is required before any foreign currency payments can be made to or on behalf of Respondents.
- 16.5 Transnet will not recognise any claim for adjustment of the order and/or contract price if the increase in price arises after the date on which the Goods/Services were to be delivered, as set out in the order and/or contract, or any subsequent agreement between the parties.
- 16.6 Transnet reserves the right to request a pro-forma invoice/tax invoice in order to ensure compliance with the contract and Value-Added Tax Act no. 89 of 1991 [VAT Act].

## **17 ACCEPTANCE OF BID**

- 17.1 Upon the acceptance of a Bid by Transnet, the parties shall be bound by these General Bid Conditions and any contractual terms and/or any schedule of "Special Conditions" or otherwise which form part of the Bid Documents.
- 17.2 Where the Respondent has been informed by Transnet of the acceptance of its Bid, an email communication that has been successfully sent to the Respondent shall be regarded as proof of delivery to the Respondent 1 day after the date of submission.

## **18 NOTICE TO UNSUCCESSFUL RESPONDENTS**

- 18.1 Unsuccessful Respondents shall be advised in writing that their Bids have not been accepted as soon as possible after the closing date of the Bid. On award of business to the successful Respondent all unsuccessful Respondents must be informed of the name of the successful Respondent and of the reason as to why their Bids had been unsuccessful.

## **19 TERMS AND CONDITIONS OF CONTRACT**

- 19.1 The Supplier/Service Provider shall adhere to the Terms and Conditions of Contract issued with the Bid Documents, together with any schedule of "Special Conditions" or otherwise which form part of the Bid Documents.
- 19.2 Should the Respondent find any conditions unacceptable, it should indicate which conditions are unacceptable and offer amendments/ alternatives by written submission on a company letterhead. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed amendments /alternative(s) are acceptable or otherwise, as the case may be. Respondents will be afforded an opportunity to withdraw an unacceptable deviation, failing which the respondent will be disqualified.

## **20 CONTRACT DOCUMENTS**

- 20.1 The contract documents will comprise these General Bid Conditions, the Terms and Conditions of Contract and any schedule of "Special Conditions" which form part of the Bid Documents.
- 20.2 The abovementioned documents together with the Respondent's Bid response will constitute the contract between the parties upon receipt by the Respondent of Transnet's letter of acceptance, subject to all additional amendments and/or special conditions thereto as agreed to by the parties.
- 20.3 Should Transnet inform the Respondent that a formal contract will be signed, the abovementioned documents together with the Respondent's Bid response [and, if any, its covering letter and any subsequent exchange of correspondence] as well as Transnet's Letter of Acceptance, shall constitute a binding contract until the final contract is signed.

## **21 LAW GOVERNING CONTRACT**

The law of the Republic of South Africa shall govern the contract created by the acceptance of a Bid. The *domicilium citandi et executandi* shall be a place in the Republic of South Africa to be specified by the Respondent in its Bid at which all legal documents may be served on the Respondent who shall agree to submit to the jurisdiction of the courts of the Republic of South Africa. A foreign Respondent shall, therefore, state in its Bid the name of its authorised representative in the Republic of South Africa who is empowered to sign any contract which may be entered into in the event of its Bid being accepted and to act on its behalf in all matters relating to the contract.

## **22 IDENTIFICATION**

If the Respondent is a company, the full names of the directors shall be stated in the Bid. If the Respondent is a close corporation, the full names of the members shall be stated in the Bid. If the Respondent is a partnership or an individual trading under a trade name, the full names of the partners or of such individual, as the case may be, shall be furnished.

## **23 RESPONDENT'S SAMPLES**

- 23.1 If samples are required from Respondents, such samples shall be suitably marked with the Respondent's name and address, the Bid number and the Bid item number and must be despatched in time to reach the addressee as stipulated in the Bid Documents on or before the closing date of the Bid. Failure to submit samples by the due date may result in the rejection of a Bid.
- 23.2 Transnet reserves the right to retain samples furnished by Respondents in compliance with Bid conditions.
- 23.3 Payment will not be made for a successful Respondent's samples that may be retained by Transnet for the purpose of checking the quality and workmanship of Goods/Services delivered in execution of a contract.
- 23.4 If Transnet does not wish to retain unsuccessful Respondents' samples and the Respondents require their return, such samples may be collected by the Respondents at their own risk and cost.

## **24 SECURITIES**

- 24.1 The successful Respondent, when called upon to do so, shall provide security to the satisfaction of Transnet for the due fulfilment of a contract or order. Such security shall be in the form of a Deed of Suretyship [Deed of Suretyship] furnished by an approved bank, building society, insurance or guarantee corporation carrying on business in South Africa.
- 24.2 The security may be applied in whole or part at the discretion of Transnet to make good any loss or damage which Transnet may incur in consequence of a breach of the contract or any part thereof.
- 24.3 Such security, if required, shall be an amount which will be stipulated in the Bid Documents.
- 24.4 For the purpose of clause 24.124.1 above, Transnet will supply a Deed of Suretyship form to the successful Respondent for completion and no guarantee in any other form will be accepted. A copy of such form will be supplied to Respondents on request. For this purpose a Deed of Suretyship form will be provided which shall be completed and returned to Transnet or a designated official by the successful Respondent within 30 [thirty] calendar days from the date of the letter of acceptance. No payment will be made until the form, duly completed, is delivered to Transnet. Failure to return the Deed of Suretyship within the prescribed time shall, save where prior extension has been granted, entitle Transnet without notice to the Supplier/Service Provider to cancel the contract with immediate effect.
- 24.5 Additional costs incurred by Transnet necessitated by reason of default on the part of the Supplier/Service Provider in relation to the conditions of this clause 244 will be for the account of the Supplier/Service Provider.

## **25 PRICE AND DELIVERY BASIS FOR GOODS**

- 25.1 Unless otherwise specified in the Bid Documents, the prices quoted for Goods must be on a Delivered Duty Paid [latest ICC Incoterms] price basis in accordance with the terms and at the delivery point or

points specified in Transnet's Bid Documents. Bids for supply on any other basis of delivery are liable to disqualification. The lead time for delivery stated by the Respondent must be inclusive of all non-working days or holidays, and of periods occupied in stocktaking or in effecting repairs to or overhauling plant, which would ordinarily occur within the delivery period given by the Respondent.

25.2 Respondents must furnish their Bid prices in the Price Schedule of the Bid Documents on the following basis:

- a) Local Supplies - Prices for Goods to be manufactured, produced or assembled in the Republic of South Africa, or imported supplies held in South Africa, to be quoted on a Delivered RSA named destination basis.
- b) Imported Supplies - Prices for Goods to be imported from all sources to be quoted on a Delivered Duty Paid [latest ICC Incoterms] basis, to end destination in South Africa, unless otherwise specified in the Bid Price Schedule.

## **26 EXPORT LICENCE**

The award of a Bid for Goods to be imported may be subject to the issue of an export licence in the country of origin or supply. If required, the Supplier/Service Provider's manufacturer or forwarding agent shall be required to apply for such licence.

## **27 QUALITY OF MATERIAL**

Unless otherwise stipulated, the Goods offered shall be NEW i.e. in unused condition, neither second-hand nor reconditioned.

## **28 VALUE-ADDED TAX**

28.1 In respect of local supplies, i.e. Goods to be manufactured, produced or assembled in the Republic of South Africa, or imported supplies held or already in transit to South Africa, the prices quoted by the Respondent are to be inclusive of VAT which must be shown separately at the standard rate on the Tax Invoice.

28.2 In respect of foreign Services rendered:

- a) the invoicing by a South African Service Provider on behalf of its foreign principal rendering such Service represents a Service rendered by the principal; and
- b) the Service Provider's Tax Invoice(s) for the local portion only [i.e. the "commission" for the Services rendered locally] must show the VAT separately.

## **29 IMPORTANT NOTICE TO RESPONDENTS REGARDING PAYMENT**

29.1 Method of Payment

- a) The attention of the Respondent is directed to the Terms and Conditions of Contract which set out the conditions of payment on which Bid price(s) shall be based.
- b) However, in addition to the foregoing the Respondent is invited to submit offers based on alternative methods of payment and/or financing proposals.
- c) The Respondent is required to give full particulars of the terms that will be applicable to its alternative offer(s) and the financial merits thereof will be evaluated and taken into consideration when the Bid is adjudicated.

- d) The Respondent must, therefore, in the first instance, tender strictly in accordance with clause 29.1 (a) above. Failure to comply with clause 29.1 (a) above may preclude a Bid from further consideration.

NOTE: The successful Respondent [the **Supplier/Service Provider**] shall, where applicable, be required to furnish a guarantee covering any advance payments.

#### 29.2 Conditional Discount

Respondents offering prices which are subject to a conditional discount applicable for payment within a specific period are to note that the conditional period will be calculated as from the date of receipt by Transnet of the Supplier/Service Provider's month-end statement reflecting the relevant Tax Invoice(s) for payment purposes, provided the conditions of the order or contract have been fulfilled and the Tax Invoice is correct in all respects as referred to in the contract or order. Incomplete and/or incorrect Tax Invoices shall be returned and the conditional period will be recalculated from the date of receipt of the correct documentation.

### 30 CONTRACT QUANTITIES AND DELIVERY REQUIREMENTS

#### 30.1 Contract Quantities

- a) It must be clearly understood that although Transnet does not bind itself to purchase a definitive quantity under any contract which may be entered into pursuant to this Bid, the successful Respondent nevertheless undertakes to supply against the contract such quantities as may be ordered against the contract, which orders are posted or delivered by hand or transmitted electronically on or before the expiry date of such contract.
- b) It is furthermore a condition that Transnet will not accept liability for any material/stocks specially ordered or carried by the Respondent with a view to meeting the requirements under any such contract.
- c) The estimated planned quantities likely to be ordered by Transnet per annum are furnished in relevant section of the Bid Documents. For avoidance of doubt the estimated quantities are estimates and Transnet reserves the right to order only those quantities sufficient for its operational requirements.

#### 30.2 Delivery Period

- a) **Period Contracts and Fixed Quantity Requirements**  
It will be a condition of any resulting contract/order that the delivery period embodied therein will be governed by the provisions of the Terms and Conditions of Contract.
- b) **Progress Reports**  
The Supplier/Service Provider may be required to submit periodical progress reports with regard to the delivery of the Goods/Services.
- c) **Emergency Demands as and when required**  
If, due to unforeseen circumstances, supplies of the Goods/Services covered by the Bid are required at short notice for immediate delivery, the Supplier/Service Provider will be given first right of refusal for such business. If it is unable to meet the desired critical delivery period, Transnet reserves the right to purchase such supplies as may be required to meet the emergency outside the contract if immediate delivery can be offered from any other source.



The *Total or Partial Failure to Perform the Scope of Supply* section in the Terms and Conditions of Contract will not be applicable in these circumstances.

### **31 PLANS, DRAWINGS, DIAGRAMS, SPECIFICATIONS AND DOCUMENTS**

#### **31.1 Copyright**

Copyright in plans, drawings, diagrams, specifications and documents compiled by the Supplier/Service Provider for the purpose of contract work shall be governed by the Intellectual Property Rights section in the Terms and Conditions of Contract.

#### **31.2 Drawings and specifications**

In addition to what may be stated in any Bid Document, the Respondent should note that, unless notified to the contrary by Transnet or a designated official by means of an official amendment to the Bid Documents, it is required to tender for Goods/Services strictly in accordance with the drawings and/or specifications supplied by Transnet, notwithstanding that it may be aware that alterations or amendments to such drawings or specifications are contemplated by Transnet.

#### **31.3 Respondent's drawings**

Drawings required to be submitted by the Respondent must be furnished before the closing time and date of the Bid. The non-receipt of such drawings by the appointed time may disqualify the Bid.

#### **31.4 Foreign specifications**

The Respondent quoting for Goods/Services in accordance with foreign specifications, other than British and American standards, is to submit translated copies of such specifications with the Bid. In the event of any departures or variations between the foreign specification(s) quoted in the Bid Documents, full details regarding such departures or variations must be furnished by the Respondent in a covering letter attached to the Bid. Non-compliance with this condition may result in disqualification.

### **32 BIDS BY OR ON BEHALF OF FOREIGN RESPONDENTS**

32.1 Bids submitted by foreign principals may be forwarded directly by the principals or by its South African representative or agent to the designated official of Transnet according to whichever officer is specified in the Bid Documents.

32.2 In the case of a representative or agent, written proof must be submitted to the effect that such representative or agent has been duly authorised to act in that capacity by the principal. Failure to submit such authorisation by the representative or agent shall disqualify the Bid.

32.3 When legally authorised to prepare and submit Bids on behalf of their principals not domiciled in the Republic of South Africa, representatives or agents must compile the Bids in the names of such principals and sign them on behalf of the latter.

32.4 South African representatives or agents of a successful foreign Respondent must when so required enter into a formal contract in the name of their principals and must sign such contract on behalf of the latter. In every such case a legal Power of Attorney from their principals must be furnished to Transnet by the South African representative or agents authorising them to enter into and sign such contract.

a) Such Power of Attorney must comply with Rule 63 (Authentication of documents executed outside the Republic for use within the Republic) of the Uniform Rules of Court: Rules

regulating the conduct of the proceedings of the several provincial and local divisions of the Supreme Court of South Africa.

- b) The Power of Attorney must be signed by the principal under the same title as used in the Bid Documents.
- c) If a Power of Attorney held by the South African representative or agent includes matters of a general nature besides provision for the entering into and signing of a contract with Transnet, a certified copy thereof should be furnished.
- d) The Power of Attorney must authorise the South African representative or agent to choose the *domicilium citandi et executandi*.

32.5 If payment is to be made in South Africa, the foreign Supplier/Service Provider [i.e. the principal, or its South African agent or representative], must notify Transnet in writing whether, for payment by electronic funds transfer [EFT]:

- a) funds are to be transferred to the credit of the foreign Supplier/Service Provider's account at a bank in South Africa, in which case the name and branch of such bank shall be furnished; or
- b) funds are to be transferred to the credit of its South African agent or representative, in which case the name and branch of such bank shall be furnished.

32.6 The attention of the Respondent is directed to clause 24 above [Securities] regarding the provision of security for the fulfilment of contracts and orders and the manner and form in which such security is to be furnished.

### **33 DATABASE OF RESTRICTED SUPPLIERS**

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 Bid shall be awarded to a Bidder 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 Bidder should it be established, at any time, that a bidder has been restricted with National Treasury by another government institution.

### **34 CONFLICT WITH ISSUED RFX DOCUMENT**

34.1 Should a conflict arise between these General Bid Conditions and the issued RFX document, the conditions stated in the RFX document shall prevail.

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## **T1.2 Tender Data**

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## 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](http://www.cidb.org.za)).

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

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

Clause	Data
C.1.1 The <i>Employer</i> is	<b>Transnet SOC Ltd</b> <b>(Reg No. 1990/000900/30)</b>
C.1.2 The tender documents issued by the <i>Employer</i> comprise:	
<b>Part T: The Tender</b>	
Part T1: Tendering procedures	T1.1 Tender notice and invitation to tender T1.2 Tender data
Part T2: Returnable documents	T2.1 List of returnable documents T2.2 Returnable schedules
<b>Part C: The contract</b>	
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 Assumptions C2.2 Task Schedule
Part C3: Scope of services	C3.1 Scope
Part C4: Site information	C4.1 Site information

C.1.4 The Employer's agent is: Procurement Officer

Name: Mphoyakaomphile Ngwenya

Address: Queens Warehouse 237 Mahatma Ghandi road, Durban.

Tel No. (011) 308-4044

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

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

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

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

***Any tenderer that fails to meet the stipulated Eligibility criteria will be regarded as an unacceptable tender***

**2. Stage Two - Functionality:**

Only those tenderers who obtain the minimum qualifying score for functionality will be evaluated further in terms of price and the applicable preference point system. The minimum qualifying score for functionality is **60** 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.

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

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

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

C.2.12 No alternative tender offers will be considered.

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

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

Identification details: The tender documents must be uploaded with:

- Name of Tenderer: (insert company name)
- Contact person and details: (insert details)
- The Tender Number:
- The Tender Description

Documents must be marked for the attention of:  
**Mphoyakaomphile Ngwenya**

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

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C.2.15 The closing time for submission of tender offers is:  
Time: **17h00 on 25 April 2023**

Location: The Transnet e-Tender Submission Portal:  
(<https://transnetetenders.azurewebsites.net>)

**NO LATE TENDERS WILL BE ACCEPTED**

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C.2.16 The tender offer validity period is **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.

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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 case of all EMEs and QSEs with 51% black ownership or more together with the tender;
3. Proof of registration on the Central Supplier Database;
4. Letter of Good Standing with the Workmen's compensation fund by the tendering entity or separate Letters of Good Standing from all members of a newly constituted JV.

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

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C3.11 The minimum number of evaluation points for functionality is **60**

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

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**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:

<b>Functionality criteria</b>	<b>Sub-criteria</b>	<b>Sub-criteria points</b>	<b>Maximum number of points</b>
<b>T2.2-02 Programme</b>	Ability to execute the works in terms of the <i>Employer's</i> requirements and within the required timeframe indicating, in a logical sequence, the order and timing of the feasibility study activities that will take place in order to provide the works in a logical sequence.	2	<b>10</b>
	Dates when the <i>Consultant</i> will need access to any part of the Site, acceptances etc. Starting Date, Key Dates, Planned Completion Date & Completion Date	2	
	Resources indicated on programme	2	
	Provisions for Float, Critical path and Time Risk Allowance	2	
	Level 3 project programme – detailed programme generated to demonstrate all operations identified in the programme from the starting date to Completion.	2	
<b>T2.2-03 Management &amp; CVs of Key persons</b>	<b>Senior Design Engineer: weighting</b> The Design Engineer shall be in possession of a Bachelor of Science Degree or BTech in Marine/Civil/Structural Engineering, registered as a Professional Engineer or Technologist in terms of the Engineering Profession Act (Act 46 of 2000) with at least 10 years of	10	<b>25</b>

	experience in the design of marine structural engineering projects. Experience in the various specialised fields and specific to the construction works and technical specifications will be essential to complete the project successfully.		
	<b>Project Planner / Project Scheduler: weighting</b> Planner should have a minimum of 10 years' experience working in structural or marine engineering projects undertaking the role of Planner as well as a background (educational or vocational) in one of the built environment disciplines. In addition, experience working with the NEC3 (Professional Service Engineering Contract & Engineering and Construction Contract), is an added advantage.	5	
	<b>Environmental Manager:</b> The environmental Manager shall be in possession of a bachelor's degree in environmental management or Science or other closely related discipline. The environmental Manager must be registered with EAPASA with at least 10 years work experience in the marine construction projects.	10	
<b>T2.2-04 Health and Safety Requirements</b>	Submit the following documents as a minimum with your tender:		<b>10</b>
	1. Safety, Health & Environmental Policy signed by the accounting officer. List the five elements: <ul style="list-style-type: none"> <li>• Commitment to Safety, prevention of pollution,</li> <li>• Continual improvement,</li> </ul>	2	



	<ul style="list-style-type: none"> <li>Compliance to legal requirements, appropriate to the nature of <i>consultant's</i> activities,</li> <li>Hold management accountable for development of the safety systems,</li> <li>Include objectives and targets</li> </ul>		
	2. Proof of certification of Safety Management Systems OHSAS 18001 or ISO 45001	3	
	Complete and return with tender documentation the Contractor Safety Questionnaire with supporting documentation included as an Annexure.	5	
<b>T2.2-05 Previous Experience</b>	Previous experience showing but not limited to the Detailed design, Supervision and Monitoring of the following:		<b>30</b>
	<ul style="list-style-type: none"> <li>Dredging and reclamation</li> </ul>	4	
	<ul style="list-style-type: none"> <li>Scour Protection and Revetment</li> </ul>	4	
	<ul style="list-style-type: none"> <li>Piling, Sheet piling and landside piling</li> </ul>	4	
	<ul style="list-style-type: none"> <li>Cope Construction, Quay Furniture and Paving</li> </ul>	3	
	Tenderers are required to demonstrate previous experience in providing Environmental management services in marine construction environment. The tenderer shall supply a list/table and description of mega infrastructure projects, capital value and undertakings that the Key Person identified in T2.2-03 was involved in, and a sufficiently detailed reference list, contact details of existing and previous customers, clients and/or peers who can verify their previous experience.	15	

<b>T2.2-06 Approach Paper/Method Statement</b>	Approach paper which responds to the scope of work and outlines proposed approach / methodology, method statement, technical approach, and an understanding of the project objective, in software to use.	5	<b>20</b>
	The Approach Paper should cover at-least the following aspect:		
	<ul style="list-style-type: none"> <li>Proposed approach/methodology demonstrate an understanding of the project objectives</li> </ul>	5	
	<ul style="list-style-type: none"> <li>The approach/methodology outlines the processes, procedures</li> </ul>	5	
	<ul style="list-style-type: none"> <li>The approach/methodology narrative includes the associated resources roles and responsibility.</li> </ul>	5	
<b>T2.2-07 Project Organogram</b>	The organizational chart and staffing proposals must include the following:		<b>5</b>
	<ul style="list-style-type: none"> <li>The main/critical staff identified in the prequalifying criteria.</li> </ul>	1	
	<ul style="list-style-type: none"> <li>The proposed supporting technical support staff.</li> </ul>	1	
	<ul style="list-style-type: none"> <li>The responsibility and job description of each resource</li> </ul>	1	
	<ul style="list-style-type: none"> <li>The names and discipline of all the staff</li> </ul>	2	
<b>Maximum possible score for Functionality</b>			<b>100</b>

Functionality shall be scored independently by evaluators and averaged in accordance with the following schedules:

- T2.2-02 Programme
- T2.2-03 Management & CVs of Key Persons
- T2.2-04 Health and Safety Requirements

- T2.2-05 Previous Experience
- T2.2-06 Approach Paper or Method Statement
- T2.2-07 Project Organogram

Each evaluation criteria will be assessed in terms of scores of 0, 20, 40, 60, 80 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.**

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- C.3.11. Only tenders that achieve the minimum qualifying score of 60 points for functionality will be evaluated further in accordance with the 80/20 preference points systems as described in Preferential Procurement Regulations.

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

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 B-BBEE rating not be provided, tenderers with no verification will score zero points for preferencing.**

**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.

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- C.3.13 Tender offers will only be accepted if:

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

or potentially compromise the tender process and persons in the employ of the state.

4. Transnet reserves the right to award the tender to the tenderer who scores the highest number of points overall, unless there are **objective criteria** which will justify the award of the tender to another tenderer. Objective criteria include but are not limited to the outcome of a due diligence exercise to be conducted. The due diligence exercise may take the following factors into account inter alia;

the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data and
- f) is able, in the option of the employer to perform the contract free of conflicts of interest.

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

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## **Part T2: Returnable Documents**

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

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

### **2.1.1 These schedules are required for eligibility purposes:**

T2.2-01 **Stage One: Eligibility Criteria Schedule** - Certificate of attendance for the Compulsory tender clarification meeting

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

T2.2-02 **Evaluation Schedule:** Programme

T2.2-03 **Evaluation Schedule:** Qualifications and Experience of key persons

T2.2-04 **Evaluation Schedule:** Health and Safety

T2.2-04a **Evaluation Schedule:** Health and Safety Questionnaire

T2.2-05 **Evaluation Schedule:** Company Previous experience

T2.2-06 **Evaluation Schedule:** Approach Paper

T2.2-07 **Evaluation Schedule:** Project Organogram

### **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: Risk Elements

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

T2.2-12: Non-Disclosure Agreement

T2.2-13: RFP Declaration Form

T2.2-14: RFP – Breach of Law

T2.2-15: Certificate of Acquaintance with Tender Document

T2.2-16: Service Provider Integrity Pact

T2.2-17: Supplier Code of Conduct

T2.2-18: Compulsory Enterprise Questionnaire

T2.2-19: Domestic Prominent Influential Persons (DPIP) Or Foreign Prominent Public Officials (FPPO)

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

T2.2-20: Insurance provided by the Consultant

T2.2-21: Form of Intent to provide a Performance Guarantee

T2.2-22: Three (3) years audited financial statements

#### **Transnet Vendor Registration Form:**

T2.2-23: Transnet Vendor Registration Form

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

**2.3 C1.2 Contract Data**

**2.4 C1.3 Forms of Securities**

**2.5 C2.1 Pricing Instructions**

**2.6 C2.2 Task Schedule**

**2.7 C3. Scope of Services**

**2.8 C4. Site Information**



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## **T2.2: Returnable Schedules**

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**These Schedules are required for  
Evaluation Purposes**

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

This is to certify that

(Company Name  
or member of a  
Joint Venture)

Represented  
By:

(Name and  
Surname)

Was represented at the compulsory tender clarification meeting

Held at:	Transnet National Ports Authority, Queens Warehouse, 237 Mahatma Gandhi Road	
On (date)	31 March 2023	<b>Starting time: 10:00 AM</b>

**Attendance of the above company/joint venture at the meeting was confirmed:**

Name

Signature

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

Date

31 March 2023

## T2.2-02: Evaluation Schedule: Programme

### Note to tenderers:

#### Programme

The Tenderer details the proposed programme below or refers to his proposed programme and attaches it to this schedule. The Tenderer's attention is drawn to core clause 31 of the NEC3 Engineering and Construction contract regarding the items to be shown on a programme.

The tenderer shall provide the proposed a level 3 programme showing but not limited to the following:

- Ability to execute the *works* in terms of the *Employer's* requirements and within the required timeframe indicating, in a logical sequence, the order and timing of the construction that will take place in order to Provide the Works clearly indicating the capacity & capability to achieve the dates stated in the Contract Data.
- The *Contractor* indicates how he plans in achieving the following dates and clearly demonstrates them on the schedule by complying with Clause 31.2 of the NEC ECC – Initiates *starting date, access dates, key dates*, planned Completion, Sectional Completion Dates & Completion Date.
- In addition, the Programme must clearly demonstrate adequate provisions for Time Risk Allowance (TRA). Time Risk Allowances are not float, are owned by the Tenderer, can be included in the activity duration and illustrated in the schedule in a code field or as an attachment.
- The Programme must clearly support and demonstrate alignment to the Approach Paper as contained under T.2.2-07. In addition, annexed to the Programme, a basis of schedule document is required, stipulating, but not limited to, underlying assumptions, conditions, constraints, and approach to Providing the Works as detailed in the Programme.

Score 15 Points				
	Ability to execute the works in terms of the <i>Employer's</i> requirements and within the required timeframe indicating, in a logical sequence, the order and timing of the construction that will take place to Provide the Works clearly indicating the capacity & capability to achieve the dates stated in the Contract Data.	The <i>Contractor</i> indicates how he plans in achieving the following dates and clearly demonstrates them on the schedule by complying with Clause 31.2 of the NEC ECC – Initiates <i>starting date, access dates</i> , Key Dates, planned Completion, Sectional Completion Dates & Completion Date.	The Programme must clearly demonstrate adequate provisions for Time Risk Allowance (TRA). Time Risk Allowances are not float, are owned by the Tenderer, can be included in the activity duration, and illustrated in the schedule in a code field or as an attachment.	The Programme must clearly support and demonstrate alignment to the approach paper as contained under T.2.2-07. In addition, annexed to the Programme, a basis of schedule document is required, stipulating, but not limited to, underlying assumptions, conditions, constraints, and approach to Providing the <i>works</i> as detailed in the Programme.
	<b>5</b>	<b>4</b>	<b>2</b>	<b>4</b>
<b>Score 0</b>	The Tenderer has submitted no information to determine a score.	The Tenderer has submitted no information to determine a score.	The Tenderer has submitted no information to determine a score.	The Tenderer has submitted no information to determine a score.
<b>Score 20</b>	The programme is not acceptable	The tenderer has addressed	The tenderer has not	No alignment between

	as it will not satisfy project objectives or requirements as per the scope of work. The tenderer has misunderstood the Scope of Work and does not deal with the critical aspects of the overall programme/Work Breakdown Structure element in question as a subset of the overall project.	<b>less than halve</b> the date requirements and the submission contains critical logic and sequencing errors which renders it unrealistic /unachievable.	demonstrated Time Risk Allowance (TRA).	programme and approach paper.
<b>Score 40</b>	The programme is generic, not practical, and unrealistic. The tenderer has misunderstood certain aspects of the Scope of the Works and does not deal with the critical aspects of the project/ Work Breakdown Structure element in question as a subset of the overall project.	The tenderer has addressed <b>more than halve but not all</b> the date requirements however, the submission still has critical logic and sequencing errors which renders it unrealistic /unachievable.	The tenderer has demonstrated inadequate provision for Time Risk Allowance (TRA) i.e., TRA is insufficient and not assigned to specific activities and/or critical components of the scope which are known to be subject to uncertainty.	Critical errors and or omissions in alignment between programme and approach paper. The basis of schedule documentation contains critical errors and as such does not fully support the programme model.
<b>Score 60</b>	<ul style="list-style-type: none"> <li>The Programme must be in Microsoft Project/ Primavera software.</li> </ul>	The tenderer has addressed <b>all date requirements</b> correctly, however still has		Minor errors and or omissions in alignment between programme and

	<ul style="list-style-type: none"> <li>▪ The overall programme/ WBS element in question addresses specific project objectives.</li> <li>▪ The programme/WBS element in question is complete and sufficiently decomposed, as demonstrated in the overall project WBS which fully encompasses project/WBS element scope as detailed but not limited to the Works Information and Engineering Specification;</li> <li>▪ The programme/WBS element in question is not adequately predictive in that it contains minor errors or omissions in critical path/s.</li> <li>▪ Activity duration estimates demonstrate the fact that the programme does not present an accurate model of project risk.</li> </ul>	<p>minor errors and omissions in the logic and sequencing, but adequately dealt with the overall project execution.</p>		<p>approach paper.</p> <p>The basis of schedule documentation contains sufficient detail; minor errors still exist however critical aspects of programme model are adequately substantiated.</p> <p>Submission contains the minimum requirements as stipulated.</p>
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	<ul style="list-style-type: none"><li>▪ The programme/WBS element complies with some but not all the stipulations of NEC ECC Clause 31.2.</li><li>▪ The programme/WBS element adequately demonstrates the sequence, methodology, resource allocations, and underlying approach to provision of the <i>works</i>, in line with the requirements of the <i>Works Information</i> and Engineering Specification, as such adequately deals with the critical characteristics of overall project execution.</li><li>▪ The programme does not demonstrate the Contractor's understanding of the critical success factors and risks associated with provision of the <i>works</i>.</li></ul>			
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<p><b>Score 80</b></p>	<ul style="list-style-type: none"> <li>▪ The Programme must be in Microsoft Project/ Primavera software.</li> <li>▪ The overall programme/ WBS element in question addresses specific project objectives.</li> <li>▪ The programme/WBS element in question is complete and sufficiently decomposed, as demonstrated in the overall project WBS which fully encompasses project/WBS element scope as detailed but not limited to the Works Information and Engineering Specification;</li> <li>▪ The programme/WBS element in question is transparent in the demonstration of its basis;</li> <li>▪ The programme/WBS element in question is predictive in that it provides meaningful critical path/s and an accurate/realistic</li> </ul>	<p>The tenderer has addressed <b>all date requirements</b> correctly and submission contains logic and sequencing which is accurate and renders the submission realistic and achievable.</p>		<p>Programme and approach paper are fully aligned, and submission contains no critical errors or omissions. The basis of schedule documentation contains sufficient detail, no critical errors, or omissions and as such fully supports the programme model.</p>
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	<p>model of project risk, the latter as demonstrated in activity duration estimates;</p> <ul style="list-style-type: none"><li>▪ The programme/WBS element in question contains logic that is horizontally and vertically traceable;</li><li>▪ The programme/WBS element in question is usable, as it allows for effective management decision making and action.</li><li>▪ The programme/WBS element complies with the stipulations of NEC ECC Clause 31.2.</li><li>▪ The programme/WBS element adequately demonstrates the sequence, methodology, resource allocations, critical success factors, risks, and underlying approach to provision of the <i>works</i>, in line with the requirements of the</li></ul>			
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	Works Information and Engineering Specification, as such adequately deals with the critical characteristics of overall project execution.			
<b>Score 100</b>	Besides meeting the above "80" rating, the important issues are approached in an innovative and efficient way.	Besides meeting the above "80" rating, the important issues are approached in an innovative and efficient way.	The tenderer has demonstrated adequate provision for Time Risk Allowance (TRA) i.e., TRA in sufficient quantities, correctly assigned to specific activities and/or critical components of the scope which are known to be subject to uncertainty.	Besides meeting the above "80" rating, the tenderer has exceeded the required expectations.

## **T2.2-03: Evaluation Schedule – Qualification & Experience of Key Personnel**

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

- A sufficiently detailed project organogram indicating roles and responsibilities – and the names of the various team members and Key Personnel. Only CVs of Key People indicated on the organogram for the required role in the project will be evaluated.
- Detailed CV's showing level of experience required for this project, including certified copies of qualifications & relevant registrations for people proposed for all identified posts for the project inclusive of minimum key people stated in the Works Information.
- 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:

### **Senior Design Engineer:**

- The Design Engineer shall be in possession of a Bachelor of Science Degree or BTech in Marine/Civil/Structural Engineering, registered as a Professional Engineer or Technologist in terms of the Engineering Profession Act (Act 46 of 2000) with at least 10 years of experience in the design of marine structural engineering projects. Experience in the various specialised fields and specific to the construction works and technical specifications will be essential to complete the project successfully.

### **Project Planner / Project Scheduler**

- Planner should have a minimum of 10 years' experience working in structural and marine engineering projects undertaking the role of Planner as well as a background (educational or vocational) in one of the built environment disciplines. Must be a certified Microsoft Projects or Primavera Practitioner. In addition, experience working with the NEC3 (Professional Service Engineering Contract & Engineering and Construction Contract), is an added advantage.

### **Environmental Manager**

- The environmental Manager shall be in possession of a bachelor's degree in environmental management or Science or other closely related discipline. The environmental Manager must be registered with EAPASA with at least 10 years work experience in the marine construction projects.

**Attached submissions to this schedule:**

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List of Key Persons assigned to the above disciplines

No.	Key Persons	Name and Surname	CV attached (Yes/No)
1	Senior Design Engineer		
2	Project Planner / Scheduler		
3	Environmental Manager		

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

<b>Total Points 25</b>	<b>Senior design Engineer's Qualifications and Experience</b>	<b>Project Planner's Qualifications and Experience</b>	<b>Environmental Manager Qualifications and Experience</b>
Points	<b>10</b>	<b>5</b>	<b>10</b>
<b>Score 0</b>	The tenderer has submitted no information or inadequate information to determine a score or key person not professionally registered with the relevant body or does not have prerequisite qualifications or certificates.		
<b>Score 20</b>	Senior design engineer with relevant experience of greater than 5 years but less than 7 years with prerequisite qualifications and professional registration.	Project planner with relevant experience of up to 5 years with prerequisite certification.	Environmental Manager has less than 5 years of on-the-job Environmental management experience. Is in possession of a relevant bachelor's degree in Environmental Management/Science or equivalent. Registration with EAPASA is pending.
<b>Score 40</b>	Senior design engineer with relevant experience of greater or equals to 7 years but less than 10 years with prerequisite qualifications and professional registration.	Project planner with relevant experience of greater than five (5) years but less than ten (10) years with prerequisite certification and is a certified Microsoft Projects or Primavera Practitioner.	Environmental Manager has 5 or more years up to 8 years of on-the-job Environmental management experience. Is in possession of a relevant bachelor's degree in Environmental Management/Science or equivalent. Registration with EAPASA is pending.
<b>Score 60</b>	Senior design engineer with relevant experience of greater or equals to 10 years but less than 15 years with prerequisite qualifications. Is registered as a Professional Engineer or Technologist in terms of the Engineering Profession Act (Act 46 of 2000)	Project planner with relevant experience of greater or equals to 10 years but ≤12 years with prerequisite certification and is a certified Microsoft Projects or Primavera Practitioner.	Environmental Manager has 8 or more years up to 10 years of on-the-job Environmental management experience. Is in possession of a relevant bachelor's degree in Environmental Management/Science or equivalent with Honours. Is registered with EAPASA.

<b>Score 80</b>	Senior design engineer with relevant experience of greater or equals to 15 years up to 20 years with prerequisite qualifications. Is registered as a Professional Engineer or Technologist in terms of the Engineering Profession Act (Act 46 of 2000)	Project planner with relevant experience of greater than 12 years but $\leq 15$ years with prerequisite qualifications. Is a certified Microsoft Projects or Primavera Practitioner.	Environmental Manager has more than 10 years but less than 12 years of on-the-job Environmental Management experience. Is in possession of a relevant bachelor's degree in Environmental Management/Science or equivalent with Honours. Is registered with EAPASA.
<b>Score 100</b>	Senior design engineer with relevant experience of greater than 20 years with prerequisite qualifications. Is registered as a Professional Engineer or Technologist in terms of the Engineering Profession Act (Act 46 of 2000)	Project planner with relevant experience of greater than 15 years with prerequisite qualifications.	Environmental Manager has more than 12 years of on-the-job Environmental Management experience. Is in possession of a relevant master's degree in Environmental Management/Science or equivalent. Is registered with EAPASA.

## T2.2-04: Evaluation Schedule - Health and Safety Requirements

Submit the following documents as a minimum with your tender:

1. Safety, Health & Environmental Policy signed by the accounting officer. List the five elements –
  - Commitment to Safety, prevention of pollution,
  - Continual improvement,
  - Compliance to legal requirements, appropriate to the nature of *consultant's* activities,
  - Hold management accountable for development of the safety systems,
  - Include objectives and targets
2. Proof of certification of Safety Management Systems OHSAS 18001 or ISO 45001.
3. Complete and return with tender documentation the Contractor Safety Questionnaire with supporting documentation included as an Annexure.

### Attached submissions to this schedule:

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The scoring of the Tenderer's Health and safety requirements will be as follows:

<b>Total Points 10</b>	<b>Policy (State points allocated)</b>  <b>1. Commitment to Safety, prevention of pollution,</b>  <b>2. Continual improvement,</b>  <b>3. Compliance to legal requirements, appropriate to the nature of contractor's activities,</b>  <b>4. Hold management accountable for development of the safety systems,</b>  <b>5. Include objectives and targets.</b>	<b>Proof of certification of Safety Management Systems OHSAS 18001 or ISO 45001</b>	<b>Complete and return with tender documentation the Contractor Safety Questionnaire with required supporting documentation included as an Annexure.</b>
Points	<b>2</b>	<b>3</b>	<b>5</b>
<b>Score 0</b>	The Tenderer has submitted no information or inadequate information to determine a score.	No Proof of certification of Safety Management Systems OHSAS 18001 or ISO 45001	The Tenderer has submitted no information or inadequate information to determine a score.
<b>Score 20</b>	1 of the 5 key policy components is recognized and meets the <i>Employer's</i> requirement.	N/A	Information supplied is totally insignificant /inadequate to achieve the required standard of service.
<b>Score 40</b>	2 of the 5 key policy components are recognized and meet the <i>Employer's</i> requirement.	N/A	Poor response/answer/solution lacks convincing evidence, medium risk that stated <i>Employer's</i> requirements will not be met.
<b>Score 60</b>	3 of the 5 key policy components are recognized and meet the <i>Employer's</i> requirements.	N/A	Satisfactory response/answer/solution to the particular aspect of the requirement, evidence given

			that the stated <i>Employer's</i> requirements will be met.
<b>Score 80</b>	4 of the five key policy components are recognized and meets the <i>Employer's</i> requirements.	N/A	Good response/answer/solution which demonstrates real understanding and evidence of ability to meet stated <i>Employer's</i> requirements.
<b>Score 100</b>	All 5 key policy components are recognized and meets the <i>Employer's</i> requirements	Submitted valid proof of certification of Safety Management Systems OHSAS 18001 or valid ISO 45001	Very good response/answer/solution gives real confidence that the tenderer is most likely to ensure compliance with stated <i>Employer's</i> requirements.

## T2.2-04a: Evaluation Schedule - Health and Safety Contractor Safety Questionnaire

1. A Safe Work Performance										
1A	Injury Experience / Historical Performance – Alberta								0.5	
	Use the previous three years injury and illness records to complete the following: Attach three years synopsis of your company health and safety incidents, description and action taken to avoid reoccurrence									
	Year									
	Number of medical treatment cases									
	Number of restricted workday cases									
	Number of lost time injury cases									
	Number of fatal injuries									
	Total recordable frequency									
	Lost time injury frequency									
	Number of worker manhours									
	1	Medical Treatment Case	Any occupational injury or illness requiring treatment provided by a physician or treatment provided under the direction of a physician							
	2	Restricted Workday Case	Any occupational injury or illness that prevents a worker from performing any of his/her craft jurisdiction duties							
	3	Lost Time injury Cases	Any occupational injury that prevents the worker from performing any work for at least one day							
	4	Total Recordable Frequency	Total number of Medical Treatment, Restricted Work and Lost Time Injury cases multiplied by 200,000 then divided by total manhours							
	5	Lost Time Injury Frequency	Total number of Lost Time Injury cases multiplied by 200,000 then divide by total manhours							
1B	Workers' Compensation Experience									
	Use the previous three years injury and illness records to complete the following (if applicable):									
	Industry Code:				Industry Classification:					
	Year									
	Industry Rate									
	Contractor Rate									
	% Discount or Surcharge									
	Is your Workers' Compensation account in good standing? (Please provide letter of confirmation)				Yes		No		0,5	
2. Citations										
2A	Has your company been cited, charged or prosecuted under Health, Safety and/or Environmental Legislation in the last 5 years? If yes, provide details:						Yes		No	
2B	Has your company been cited, charged or prosecuted under the above Legislation in another Country, Region or State? If yes, provide details:						Yes		No	

## T2.2-04a: Evaluation Schedule - Health and Safety Contractor Safety Questionnaire

3. Citations						
Does your company have a Certificate of Recognition?					Yes	No
If yes, what is the		Certificate No:	Issue Date:			
4. Safety Program						
4A	Submit your company written health and safety plan or Submit company health and safety program for review					2
	Submit your company pocket safety booklet for field distribution?					0.5
4B	Health and safety plan should contain the following elements					
	Yes	No		Yes	No	
	Health and Safety Policy		Equipment Maintenance			
	Incident Management and reporting		Emergency Preparedness/Response			
	Recordkeeping & Statistics		Hazard Assessment and Risk Management and training			
	Reference to Legislation		Safe Work Practices			
	General Rules & Regulations		Safe Work Procedures and Safe operating procedures			
	Roles and responsibilities		Workplace Inspections			
	Responsibilities		Investigation Process			
	PPE Standards		Training Policy & Program			
	Environmental Standards		Communication Processes			
	Work Program or look ahead plan		Competency and Training			
5. Training Program						
5A	Attach orientation program for new hire employees? include a course outline. Does it include any of the following:					1
	Yes	No		Yes	No	
	General Rules & Regulations		Confined Space Entry			
	Emergency Reporting		Trenching & Excavation			
	Injury Reporting		Signs & Barricades			
	Legislation		Dangerous Holes & Openings			
	Right to Refuse Work		Rigging & Cranes			
	Personal Protective Equipment		Mobile Vehicles			
	Emergency Procedures		Preventative Maintenance			
	Project Safety Committee		Hand & Power Tools			
	Housekeeping		Fire Prevention & Protection			
	Ladders & Scaffolds		Electrical Safety			
	Fall Arrest Standards		Compressed Gas Cylinders			
	Aerial Work Platforms		Weather Extremes			
6. Safety Activities						
6A	Attach Health and Safety inspections processes, daily, weekly, monthly and Quarterly					0,5
	Describe your company health and safety inspection processes (include participation, documentation requirements, follow-up, report distribution)					

## T2.2-04a: Evaluation Schedule - Health and Safety Contractor Safety Questionnaire

	Who follows up on inspection action items?					
6B	Do you hold site safety meetings for field employees? If Yes, how often?	Yes	No	Daily	Weekly	Biweekly
6C	Do you hold site meetings where safety is addressed with management and field supervisors?	Yes	No	Weekly	Biweekly	Monthly
6D	Is pre-job safety instruction provided before to each new task?	Yes		No		
	Is the process documented?	Yes		No		
	Who leads the discussion?					
6E	Do you have a hazard assessment process?	Yes		No		
	Are hazard assessments documented?	Yes		No		
	If yes, how are hazard assessments communicated and implemented on each project?					
	Who is responsible for leading the hazard assessment process?					
6F	How does your company measure its H&S success? Attach separate sheet to explain					
<b>7. Safety Stewardship</b>						
7A	Are incident reports and report summaries sent to the following and how often?	Yes	No	Monthly	Quarterly	Annually
	Project Manager					
	Project Director					
	Safety Manager					
7B	How are incident records and summaries kept? How often are they reported internally?	Yes	No	Monthly	Quarterly	Annually
	Incidents totalled for the entire company					
	Incidents totalled by project					
	Subtotalled by superintendent					
	Subtotalled by foreman					
7C	How are the costs of individual incidents kept? How often are they reported internally?	Yes	No	Monthly	Quarterly	Annually
	Costs totalled for the entire company					
	Costs totalled by project					
	Subtotalled by superintendent					
	Subtotalled by foreman/general foreman					
7D	Does your company track non-injury incidents?	Yes	No	Monthly	Quarterly	Annually
	Near Miss					
	Property Damage					
	Fire					
	Security					
	Environmental					
<b>8. References</b>						



**T2.2-04a: Evaluation Schedule - Health and Safety Contractor Safety Questionnaire**

List the last three company's your form has worked for that could verify the quality and management commitment to your occupational Health & Safety program		
Name and Company	Address	Telephone Number

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

### **Note to Tenderers:**

Tenderers are required to demonstrate their past experience in the delivery of similar projects, areas, conditions and circumstances in relation to the Scope of Services in the last 20 years, and to this end shall supply a sufficiently detailed reference list with contact details of existing customers and also indicate their previous experience.

### **Please provide your previous experience showing but not limited to the Design, Supervision and Monitoring of the following:**

- Dredging and reclamation: Dredging in marine conditions. Controlled placement of dredged material for reclamation, sandbank extension or beach nourishment. Precision dredging for foundation trenches.
- Scour Protection and Revetment: Controlled placement of scour rock protection or rock revetment in marine conditions.
- Piling: Installation of combination of tubular pile and sheet pile walls. Landside piling such as CFA, Driven Cast Insitu etc.
- Cope Construction, Quay Furniture and Paving: Concrete construction of quay wall elements and installation of quay furniture. Concrete and asphalt paving including earthworks/layer works. Installation of services such as water, sewer, stormwater, etc.

### **Environmental Management**

Tenderers are required to demonstrate previous experience in providing Environmental management services in marine construction environment. The tenderer shall supply a list/table and description of mega infrastructure projects, capital value and undertakings that the Key Person identified in T2.2-03 was involved in, and a sufficiently detailed reference list, contact details of existing and previous customers, clients and/or peers who can verify their previous experience.

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

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

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

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The scoring of the Previous Experience will be as follows and, the tenderers shall demonstrate their experience in the following areas:

<b>Total Points 30</b>	<b>Dredging and reclamation</b>	<b>Scour protection and Revetment</b>	<b>Piling</b>	<b>Cope construction, quay furniture and paving</b>	<b>Previous Experience in environmental management</b>
<b>Points</b>	<b>4</b>	<b>4</b>	<b>4</b>	<b>3</b>	<b>15</b>
<b>Score 0</b>	The tenderer has submitted no information				
<b>Score 20</b>	The tenderer's experience is not relevant to the project and has not completed any similar project.				The tenderer has limited experience with EIAs/SEAs. The tenderer has experience in conducting ≤5 EIAs/BAs for mega infrastructure projects.
<b>Score 40</b>	The tenderer has limited experience and has successfully completed 1 similar project.				The tenderer has experience in conducting >6 but ≤ 11EIAs/BAs for mega infrastructure projects.
<b>Score 60</b>	The tenderer has not dealt with the critical issues specific to the assignment and has successfully completed 2 – 3 similar projects.				The tenderer has satisfactory experience with EIAs/BAs. The tenderer has experience in conducting >12 but ≤ 17 EIAs/BAs for mega infrastructure projects.
<b>Score 80</b>	The tenderer has worked previously under similar conditions and circumstances and has successfully completed 4 – 5 similar projects.				The tenderer has more than satisfactory experience in EIAs/BAs. The tenderer has experience in conducting >18 but ≤23 EIAs/BAs for mega infrastructure projects
<b>Score 100</b>	The tenderer has outstanding experience in projects of a similar nature and has successfully completed more than 5 similar projects.				The tenderer has extensive experience in EIAs/Bas. The EAP has experience in conducting >24 EIAs/BAs for mega infrastructure projects.

## T2.2-06: Evaluation Schedule - Approach Paper

Approach paper which responds to the scope of work and outlines proposed approach / methodology including that relating but not limited to programme, method statement, technical approach, and an understanding of the project objective.

The approach paper should articulate what the tenderer will provide in achieving the stated objectives for the project which should include a project schedule.

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

The Approach Paper should cover at-least the following aspect:

- Proposed approach/methodology demonstrate an understanding of the project objectives
- The approach/methodology narrative is related to the programme.
- The approach/methodology outlines the processes, procedures
- The approach/methodology narrative includes the associated resources roles and responsibility.

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

### Index of documentation attached to this schedule

	DOCUMENT NAME
1	
2	
3	
4	
5	
6	

The scoring of the approach paper will be as follows:

Total points 20	<b>Technical approach and methodology</b>
<b>Score 0</b>	The tenderer has submitted no information or inadequate information to determine a score.
<b>Score 20</b>	The approach paper is poor as it will not satisfy project objectives or requirements. The tenderer has misunderstood the scope of work and does not deal with the critical aspects of the project. The approach paper is not acceptable as it covers one (1) of the aspect required. The tenderer has misunderstood the scope of work and does not deal with the critical aspects of the project.
<b>Score 40</b>	The technical approach and / or methodology covers two (2) of the aspect required and is practical. The tenderer has understood the aspects of the scope of work and does deal with the critical aspects of the project.
<b>Score 60</b>	The approach/methodology covers three (3) of the aspect required and is tailored to address the specifics of the project objectives and requirements. The approach does adequately deal with the critical characteristics of the project.
<b>Score 80</b>	The approach/methodology covers four (4) of the aspect 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.
<b>Score 100</b>	Besides meeting the "good" rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of state-of-the-art approaches. The approach paper details or has covered more than the four  (4) aspect required ways to improve the project outcomes and the quality of the outputs.

## **T2.2-07: Evaluation Schedule: Project Organogram**

### **Tenderer shall submit the following:**

An organization chart showing the proposed project team (including the key people you have identified in the prequalifying criteria, in addition to the minimum required key people stated in the Works Information)

The tenderer should propose the 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.

The roles and responsibilities of each key staff member / expert should be set out as job descriptions. In the case of an association / joint venture / consortium, it should, indicate how the duties and responsibilities are to be shared.

The tenderer must attach his / her organization and staffing proposals to this page. The organizational chart and staffing proposals must include the following:

- The main/critical staff identified in the prequalifying criteria.
- The proposed supporting technical support staff.
- The responsibility and job description of each resource
- The names and discipline of all the staff

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

<b>Total Points 5</b>	<b>Organization and Staffing</b>
<b>Score 0</b>	The tenderer has submitted no information or inadequate information to determine a score.
<b>Score 20</b>	The organization chart and staffing proposal covers one (1) aspect of the required items.
<b>Score 40</b>	The organization chart and staffing proposal covers two (2) aspect of the required items. There is no clarity in allocation of tasks and responsibilities.
<b>Score 60</b>	The organizational chart is complete and detailed, the technical level and composition of the staffing arrangements are adequate. The organization chart and staffing proposal covers three (3) aspect of the required items.
<b>Score 80</b>	The organizational chart is complete and detailed, the technical level and composition of the staffing arrangements are adequate. The organization chart and staffing proposal covers four (4) aspect of the required items.
<b>Score 100</b>	Besides meeting the above "good" rating, the proposed team is well integrated and includes proposed additional resources that will be used to address the project requirements in an outstanding manner. The organizational chart is complete and detailed, the technical level and composition of the staffing arrangements are adequate. The organization chart and staffing proposal covers four (4) or more aspect of the required items.

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## **General Returnable Schedules**

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## 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 Document

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/s of Good Standing with the Workmen's Compensation Fund**

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

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

Name of Company/Members of Joint Venture:

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## T2.2-11: Risk Elements

Tenderers to review the potential risks associated with the Scope of Services. Demonstrate and outline measures to evaluate and mitigate the perceived risk elements relating to design, construction, procurement, interfaces and commissioning of the scope taking into account the cost, schedule, quality, health and safety and the environment. The tenderer to comprehensively complete a detailed initial risk register with the potential risk associated with the scope. Furthermore, the tenderer shall indicate % probability, % impact, and mitigation plan as the minimum.

Risk category	Details of risk	% Probability	% Impact	Mitigation plan	Where implemented	Results of implementation

## **T2.2-12 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.
- 9.3 The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.
- 9.4 This Agreement may only be modified by a written agreement duly signed by persons authorised on behalf of each party.
- 9.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.
- 9.6 This Agreement will be governed by and construed in accordance with South African law and the parties irrevocably submit to the exclusive jurisdiction of the South African courts.

Signed

Date

Name

Position

Tenderer

## T2.2-13: TENDER DECLARATION FORM

NAME OF COMPANY: \_\_\_\_\_

We \_\_\_\_\_ do hereby certify that:

1. Transnet has supplied and we have received appropriate tender offers to any/all questions (as applicable) which were submitted by ourselves for tender clarification purposes;
2. we have received all information we deemed necessary for the completion of this Tender;
3. at no stage have we received additional information relating to the subject matter of this tender from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the tender documents;
4. we are satisfied, insofar as our company is concerned, that the processes and procedures adopted by Transnet in issuing this TENDER and the requirements requested from tenderers in responding to this TENDER have been conducted in a fair and transparent manner; and
5. furthermore, we acknowledge that a direct relationship exists between a family member and/or an owner / member / director / partner / shareholder (unlisted companies) of our company and an employee or board member of the Transnet Group as indicated below:

*[Respondent to indicate if this section is not applicable]*

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

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Indicate nature of relationship with Transnet:

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

We declare, to the extent that we are aware or become aware of any relationship between ourselves and Transnet (other than any existing and appropriate business relationship with

Transnet) which could unfairly advantage our company in the forthcoming adjudication process, we shall notify Transnet immediately in writing of such circumstances.

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

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

#### **IMPORTANT NOTICE TO 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 a 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](http://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](mailto:procurement.ombud@transnet.net)
- For transactions below the R5, 000,000.00 (five million S.A. Rand) threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division.
- All Respondents should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a bidder on its List of Excluded Bidders.

## T2.2-14: REQUEST FOR PROPOSAL – BREACH OF LAW

NAME OF COMPANY: \_\_\_\_\_

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

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

NATURE OF BREACH:

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DATE OF BREACH:

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

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

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

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## **T2.2-15: Certificate of Acquaintance with Tender Documents**

NAME OF TENDERING ENTITY:

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1. By signing this certificate I/we acknowledge that I/we have made myself/ourselves thoroughly familiar with and agree with all the conditions governing this 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\_\_\_\_

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SIGNATURE OF TENDERER

## **T2.2-16 Service Provider Integrity Pact**

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

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

### **INTEGRITY PACT**

Between

**TRANSNET SOC LTD**

Registration Number: 1990/000900/30

("Transnet")

and

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



## **PREAMBLE**

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

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

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

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

## **1 OBJECTIVES**

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

## **2 COMMITMENTS OF TRANSNET**

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

- 2.1 Transnet hereby undertakes that no employee of Transnet connected directly or indirectly with the sourcing event and ensuing contract, will demand, take a promise for or accept directly or through intermediaries any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Tenderer, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the tendering

process, Tender evaluation, contracting or implementation process related to any contract.

- 2.2 Transnet will, during the registration and tendering process treat all Tenderers/ Service Providers/Contractor with equity, transparency and fairness. Transnet will in particular, before and during the registration process, provide to all Tenderers/ Service Providers/Contractors the same information and will not provide to any Tenderers/Service Providers/Contractors confidential/additional information through which the Tenderers/Service Providers/Contractors could obtain an advantage in relation to any tendering process.
- 2.3 Transnet further confirms that its employees will not favour any prospective Tenderers/Service Providers/Contractors in any form that could afford an undue advantage to a particular Tenderer during the tendering stage, and will further treat all Tenderers/Service Providers/Contractors participating in the tendering process in a fair manner.
- 2.4 Transnet will exclude from the tender process such employees who have any personal interest in the Tenderers/Service Providers/Contractors participating in the tendering process.

### 3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

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

any stage of its Tender or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Tenderer/Service Provider/Contractor commits to the following:

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

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

d) Anti-Corruption

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

#### **4 INDEPENDENT TENDERING**

- 4.1 For the purposes of that Certificate in relation to any submitted Tender, the Tenderer declares to fully understand that the word "competitor" shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:
- a) has been requested to submit a Tender in response to this Tender invitation;
  - b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
  - c) provides the same Goods and Services as the Tenderer and/or is in the same line of business as the Tenderer.
- 4.2 The Tenderer has arrived at his submitted Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive tendering.
- 4.3 In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- a) prices;
  - b) geographical area where Goods or Services will be rendered [market allocation];
  - c) methods, factors or formulas used to calculate prices;
  - d) the intention or decision to submit or not to submit, a Tender;
  - e) the submission of a Tender which does not meet the specifications and conditions of the RFP; or
  - f) tendering with the intention of not winning the Tender.
- 4.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Goods or Services to which his/her tender relates.
- 4.5 The terms of the Tender as submitted have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.
- 4.6 Tenderers are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Tenders and contracts,

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

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

## **5 DISQUALIFICATION FROM TENDERING PROCESS**

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

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

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



- b) has, after being notified of the acceptance of his Tender, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the Tender documents;
- c) has carried out any contract resulting from such Tender in an unsatisfactory manner or has breached any condition of the contract;
- d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;
- e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;
- f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:
  - (i) he made the statement in good faith honestly believing it to be correct; and
  - (ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;
- g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
- h) has litigated against Transnet in bad faith.

6.8 Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National Treasury's database of Restricted Service Providers or Register of Tender Defaulters.

6.9 Companies associated with the person/s guilty of misconduct (i.e. entities owned, controlled or managed by such persons), any companies subsequently formed by the person(s) guilty of the misconduct and/or an existing company where such person(s) acquires a controlling stake may be considered for blacklisting. The decision to extend the blacklist to associated companies will be at the sole discretion of Transnet.

## **7 PREVIOUS TRANSGRESSIONS**

7.1 The Tenderer/Service Provider/Contractor hereby declares that no previous transgressions resulting in a serious breach of any law, including but not limited to, corruption, fraud, theft, extortion and contraventions of the Competition Act 89 of 1998, which occurred in the last 5 (five) years with any other public sector



undertaking, government department or private sector company that could justify its exclusion from its registration on the Tenderer's/Service Provider's/Contractor's database or any tendering process.

- 7.2 If it is found to be that the Tenderer/Service Provider/Contractor made an incorrect statement on this subject, the Tenderer/Service Provider/Contractor can be rejected from the registration process or removed from the Tenderer/Service Provider/Contractor database, if already registered, for such reason (refer to the Breach of Law Returnable Form contained in the document.)

## **8 SANCTIONS FOR VIOLATIONS**

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

## **9 CONFLICTS OF INTEREST**

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

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

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

## 10 DISPUTE RESOLUTION

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

## 11 GENERAL

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

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

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

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

Signature .....

Date .....

## **T2.2-17 : 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

## T2.2-18 : 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: \_\_\_\_\_

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

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

Signed	_____	Date	_____
Name	_____	Position	_____
Enterprise name	_____		



## SBD 6.1

### PREFERENCE POINTS CLAIM FORM

This preference form must form part of all bids invited. It contains general information and serves as a claim for preference points for Broad-Based Black Economic Empowerment [B-BBEE] Status Level of Contribution.

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

#### 1. GENERAL CONDITIONS

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

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

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

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

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

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

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

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

manner required by the purchaser.

## 2. DEFINITIONS

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

## 3. POINTS AWARDED FOR PRICE

### 3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

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

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

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

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

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

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

Enterprise	B-BBEE Certificate & Sworn Affidavit
<b>Large</b>	Certificate issued by SANAS accredited verification agency
<b>QSE</b>	Certificate issued by SANAS accredited verification agency Sworn Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned)[Sworn affidavits must substantially comply with the format that can be obtained on the DTIC's website at <a href="http://www.dtic.gov.za/economic_empowerment/bee_codes.jsp">www.dtic.gov.za/economic_empowerment/bee_codes.jsp</a> .]
<b>EME<sup>1</sup></b>	Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership

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

	Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard
--	---

- 4.3 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.
- 4.4 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 4.5 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 4.6 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.
- 4.7 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTIC. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

## 5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contribution: . = .....(maximum of **20** points)  
(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

## 7. SUB-CONTRACTING

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

(***Tick applicable box***)

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....  
.....

2.3 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 consortium<sup>3</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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



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

## T2.2-19 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.						
<b>Is the Respondent</b> (Complete with a "Yes" or "No")						
<b>A</b>		<b>Closely Related to a DPIP/FPPO</b>		<b>Closely Associated to a DPIP/FPPO</b>		
<b>List all known business interests, in which a DPIP/FPPO may have a direct/indirect interest or significant participation or involvement.</b>						
No	Name of Entity/ Business	Role in the Entity/ Business (Nature of interest/ Participation)	Shareholding %	Registration Number	Status (Mark the applicable option with an X)	
					Active	Non-Active
1						
2						
3						

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

## 2. SERVICE LEVELS

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

### Acceptance of Service Levels:

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

## T2.2-20: 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)			

## T2.2-21: Form of Intent to Provide a Performance Guarantee

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

Name of Guarantor

(Bank/Insurer)

Address

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

Signed

Name

Capacity

On behalf of (name of  
tenderer)

Date

### Confirmed by Guarantor's Authorised Representative

Signature(s)

Name (print)

Capacity

On behalf of Guarantor  
(Bank/insurer)

Date

---

## **T2.2-22: Three (3) years audited financial statements**

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

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

.....

.....

.....

.....

.....

.....

.....

.....

---

## T2.2-23 SUPPLIER DECLARATION FORM

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

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

### General Terms and Conditions:

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

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

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

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

---

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

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

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

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

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

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



---

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

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

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

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

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

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

## SUPPLIER DECLARATION FORM

### Supplier Declaration Form

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

CSD Number (MAAA xxxxxxx):

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

Did your company previously operate under another name?					Yes		No	
If <b>YES</b> state the previous details below:								
Trading Name								
Registered Name								
Company Registration No Or ID No If a Sole Proprietor								
Form of Entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor		

	Non-profit (NPO's or NPC)	Personal Liability Co	State Owned Co	National Govt	Provincial Govt	Local Govt
	Education al Institution	Specialise d Profession	Financial Institution	Joint Venture	Foreign International	Foreign Branch Office

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

Company Banking Details	Bank Name	
Universal Branch Code	Bank Account Number	

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

Company Contact Person Name	
Designation	
Telephone	
Email	

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

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

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

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

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

- A certified South African identification document will be required for all Black Youth Ownership.

### Supplier Development Information Required

#### EMPOWERING SUPPLIER

An Empowering Supplier is a B-BBEE compliant Entity which complies with at least three criteria if it is a large Entity, or one criterion if it is a Qualifying Small Enterprise ("QSE"), as detailed in Statement 400 of the New Codes.

In terms of the requirements of an Empowering Supplier, numerous companies found it challenging to meet the target of 25% transformation of raw materials or beneficiation including local manufacturing, particularly so, if these companies imported goods or products from offshore. The matter was further compounded by the requirement for 25% of Cost of Sales, excluding labour cost and depreciation, to be procured from local producers or suppliers.

YES ☐ NO ☐

#### FIRST TIME SUPPLIER

A supplier that we haven't as yet Traded within Transnet and will be registered via our database for the 1<sup>st</sup> time.

YES ☐ NO ☐

#### SUPPLIER DEVELOPMENT PLAN

Supplier Development Plan is a plan that when we as Transnet award a supplier a long term contract depending on the complexity of the Transaction. We will negotiate supplier development obligations that they must meet throughout the contract duration. e.g. we might request that they (create jobs or do skills development or encourage procurement from designated groups. (BWO, BYO & BDO etc.).

YES ☐ NO ☐

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

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

## APPENDIX B

Affidavit or Solemn Declaration as to VAT registration status

### Affidavit or Solemn Declaration

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

Signature:

Designation:

Date:

### Commissioner of Oaths

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

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

\_\_\_\_\_  
Commissioner of Oaths

## APPENDIX C

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

I, the undersigned,

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

Hereby declare under oath as follows:

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

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



	<p>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;</p> <p>(c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;</p> <p>(d) Black people living in rural and under developed areas;</p> <p>(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”</p>
--	---

3. I hereby declare under Oath that:

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

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

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

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

**Deponent Signature**

.....

**Date**

.....

---

**Commissioner of Oaths**

Signature & stamp

## APPENDIX D

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

I, the undersigned,

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

Hereby declare under oath as follows:

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

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

<b>Definition of "Black Designated Groups"</b>	<p>"Black Designated Groups means:</p> <ul style="list-style-type: none"> <li>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</li> <li>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;</li> <li>(c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;</li> <li>(d) Black people living in rural and under developed areas;</li> <li>(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"</li> </ul>
--	---

3. I hereby declare under Oath that:

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

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

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

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

**Deponent Signature**

.....

**Date**

.....

\_\_\_\_\_  
**Commissioner of Oaths**

Signature & stamp

## VENDOR REGISTRATION DOCUMENTS CHECKLIST

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

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

## **THE BROAD-BASED BLACK ECONOMIC EMPOWERMENT**

### **PRACTICE GUIDE 01 of 2018**

#### **DETERMINING THE VALIDITY OF A BROAD-BASED BLACK ECONOMIC EMPOWERMENT**

#### **VERIFICATION CERTIFICATE, B-BBEE CERTIFICATE AND SWORN AFFIDAVIT**

##### **A. Introduction**

1. The Broad Based Black Economic Empowerment Commission (“B-BBEE Commission”) is an entity established by the Broad-Based Black Economic Empowerment Act 53 of 2003 as amended by Act 46 of 2013 (“the Act”), to oversee the implementation of the Act, which includes provision of explanatory notices, non-binding advisory opinions and clarification services to improve the understanding of the Act.
2. This Practice Guide is issued as a non-binding guide purely to assist with the interpretation to ensure consistency in the application of the Act. Should this Practice Guide not be clearly applicable to your specific set of facts at any given time, you are advised to approach the B-BBEE Commission for a non-binding advisory opinion, which will be more specific to your set of facts.
3. This Practice Guide does not constitute a legal document or a ruling of the B-BBEE Commission on the issue concerned. Further, although this Practice Guide is not binding on the B-BBEE Commission, it does set out the approach that the B-BBEE Commission is likely to take on any matter relating to implementation of B-BBEE including determining the validity of B-BBEE certificates.
4. Section 9 (1) of the Act empowers Minister of Trade and Industry to issue Codes of Good Practice (“the Codes”) on broad-based black economic empowerment (“B-BBEE”) to promote the purposes of the Act. The Codes as amended are underpinned by the need to drive inclusive economy, and must at all times be interpreted and applied in a manner that is consistent with the objectives and purposes of the Act, and in compliance with the Constitution.

5. B-BBEE is an integrated coherent framework that seeks to advance the economic transformation of South Africa and bring about significant increase in the number of black people that manage, own and control the country's economy. The form in which economic transformation is realised is guided by the B-BBEE Act with the Codes guiding the implementation to achieve the outcome, not to aid measured entities to circumvent the B-BBEE Act.

## **B. Purpose of this practice guide**

6. The B-BBEE Commission has issued a number of letters requiring entities to withdraw their B-BBEE Verification Certificates or sworn affidavits due to invalidity or incomplete information provided or fraudulent conduct by either the measured entities or issuing officers/verifiers. Thus, the purpose of this practice guide is to set out the approach the B-BBEE Commission is likely to take on matters relating to determining the validity of B-BBEE certificates for consistency
7. The five elements of B-BBEE adopted in the Codes each have a specific purpose and together provide an integrated intervention to empower black people as envisaged in the B-BBEE Act. Further, the B-BBEE Act allows for B-BBEE verification, which is a measure used to determine compliance with the B-BBEE Act, and results in the issuing of a B-BBEE Certificate.
8. A B-BBEE Verification Certificate, a sworn affidavit and a B-BBEE Certificate issued by the Companies and Intellectual Property Commission (CIPC) is evidence of a measured entity's compliance with the B-BBEE Act over a particular period. Such compliance is based on B-BBEE related information of a measured entity in line with the applicable Codes as per Section 9 (1) of the B-BBEE Act.
9. It is illegal for a measured entity to trade with an invalid/inconclusive or incorrect B-BBEE Verification Certificate. The procurement spend as a result of such an invalid document cannot be recognised during B-BBEE measurement, therefore, it is critical to determine the validity of B-BBEE certificates measured entities present in order to access an economic opportunity.

## **C. Determining validity of a sworn affidavit for B-BBEE compliance**

10. The legal dictionary (<https://legal-dictionary.thefreedictionary.com/Affadavit>) defines a sworn affidavit as a written statement of facts voluntarily made by a person under an oath or affirmation administered by a person authorized to do so by law.
11. In terms of the Codes, Exempted Micro-Enterprises (EMEs) and black controlled and owned Qualifying Small Enterprises (QSEs) only have to use a sworn affidavit to indicate their B-BBEE compliance status. Government introduced this mechanism specifically to reduce the cost of doing business and regulatory burden for these entities.
12. The Department of Trade and Industry (**the dti**) has designed affidavit templates and qualifying measured entities must use these templates, which can be accessed on **the dti** website through the following URL [http://www.thedti.gov.za/economic\\_empowerment/bee\\_codes.jsp](http://www.thedti.gov.za/economic_empowerment/bee_codes.jsp). It is acceptable to use the templates on the letterhead of the measured entity.



13. The only time an EME can be verified by a South African National Accreditation System (SANAS) accredited verification professional is when it wishes to maximise its B-BBEE points and move to a higher B-BBEE recognition level, and that must be done using the QSE Scorecard.
14. The exception to this is only in the Transport Sector where EMEs have a choice of obtaining accounting officer letter or get verified and be issued with a B-BBEE certificate by SANAS accredited professional or agency because the Transport Sector Code has not been aligned to the amended generic Codes. Also, start-ups that are EMEs but wish to tender for contracts of R10 million in value or above must be verified using the QSE scorecard, and for tenders of R50 million and above must be verified using the generic scorecard.
15. Further, the Construction Sector Code, provides for EMEs whose annual turnover is R1.8 million for Built Environment Professionals and R3 million for contractors or less to obtain automatic recognition levels and these do not require to undergo verification except in instances where they elect to enhance their B-BBEE status levels. In those circumstances there is a requirement for these EMEs to contribute towards empowerment by complying with the 40% sub-minimum on skills development element and in ensuring compliance with the skills development element, these EMEs are required to be verified by a SANAS accredited verification professional or agency.
16. Furthermore, the Financial Services Sector Code, has granted an option to 51% and 100% black owned QSEs to undergo a verification process from a SANAS accredited verification professional or agency instead of a sworn affidavit. However, for consistent application, EMEs in the Financial Services Sector should only obtain a sworn affidavit, and not a B-BBEE Verification Certificate as there is nothing to verify.
17. The following pointers are key in determining the validity of a sworn affidavit:
  - a) Name/s of deponent as they appear in the identity document and the identity number.
  - b) Designation of the deponent as either the director, owner or member must be indicated in order to know that person is duly authorised to depose of an affidavit
  - c) Name of enterprise as per enterprise registration documents issued by the CIPC, where applicable, and enterprise business address.
  - d) Percentage of black ownership, black female ownership and designated group. In the case of specialised enterprises as per Statement 004, the percentage of black beneficiaries must be reflected.
  - e) Indicate total revenue for the year under review and whether it is based on audited financial statements or management account.
  - f) Financial year end as per the enterprise's registration documents, which was used to determine the total revenue.
  - g) B-BBEE Status level. An enterprise can only have one status level.
  - h) Empowering supplier status must be indicated. For QSEs, the deponent must select the basis for the empowering supplier status.
  - i) Date deponent signed and date of Commissioner of Oath must be the same.
  - j) Commissioner of Oath cannot be an employee or ex officio of the enterprise because, a person cannot by law, commission a sworn affidavit in which they have an interest.

#### **D. B-BBEE Certificate issued by the Companies and Intellectual Property Commission**

18. **the dti** through government Gazette Number 38765 published on 6 May 2015, mandated CIPC to issue B-BBEE certificates for EMEs and start-up enterprises, in its efforts to reduce cost of business for small businesses. A certificate issued by CIPC has the same status as a sworn affidavit.
19. Subsequently, CIPC issued a Customer Notice indicating that B-BBEE certificates can be applied for via e-services on the CIPC website ([www.cipc.co.za](http://www.cipc.co.za)), at CIPC Self Services Terminals when registering or filing Annual Returns.
20. The following conditions apply when an enterprise uses the CIPC services for obtaining a B-BBEE certificate:
  - a) Only directors of a company or members of close corporations can apply for a B-BBEE certificate;
  - b) Only companies and close corporations with a turnover of less than R10 million can apply via CIPC;
  - c) The enterprise's status must be "In Business";
  - d) All Annual Return filings for the relevant company or close corporation need to be up to date;
  - e) Application for a B-BBEE certificate can be done at any time (not only when registering a company or filing returns), provided that an application for the certificate which is still valid, was not done already.
  - f) Applicant must agree to the B-BBEE terms and conditions; and
  - g) A director or member amendment must be filed if the director or member's email address or telephone is not correct or up to date.
21. A CIPC certificate can be submitted to the B-BBEE Commission for attention of Mr. Madidimalo Ramare at [MRamare@beecommission.gov.za](mailto:MRamare@beecommission.gov.za) to confirm if it was generated from the CIPC system. However, on face value, the following information must appear on the certificate:
  - a) Name of enterprise, registration number and business address.
  - b) Date of issue and expiry adding to twelve months (e.g 9 June 2018 to 8 June 2019) must be indicated.
  - c) Percentage of total black ownership, black female ownership and total white ownership.
  - d) Certificate number.
  - e) Barcode with tracking number.
  - f) Barcode with enterprise number.
  - g) B-BBEE Status and procurement recognition level.
  - h) **the dti** logo on the top left corner, and CIPC logo on the top right corner.
  - i) CIPC watermark.

#### **E. Determining validity of a B-BBEE Verification Certificate for B-BBEE compliance**

22. An entity that qualifies in terms of the B-BBEE Act to undergo a B-BBEE verification process, can only do so with a verification professional or agency that has been accredited by SANAS or a B-BBEE Verification Professional Regular that may be appointed by the Minister of Trade and Industry.

23. Verification means the process and activities conducted by a verification professional or agency to assess, verify and validate that the score awarded to a measured entity is a result of individual scorecard elements supplied by a measured entity, and to evaluate B-BBEE transactions in order to provide an indicative B-BBEE score and certification based on the principles of B-BBEE as per the Codes.
24. A B-BBEE verification process is important in assuring parties that rely on the score achieved by the measured entity and reflected on their B-BBEE Verification Certificate (refers to the B-BBEE Verification Certificate issued by the verification professional or agency which reflects the overall B-BBEE Status of a measured entity and scoring allocated for each scorecard element verified in respect of the measured entity) that the information on which the certificate was issued is acceptable, and has been independently verified, and is free from misstatements.
25. Therefore, the role of a verifier is to assess, verify and validate both disclosed and undisclosed B-BBEE related information of the measured entity. The verification thereof should be based on the principles contained in the B-BBEE Act and relevant Codes, by applying the verification methodologies outlined in the Framework for accreditation and verification by all verification agencies (also known as the verification manual) as well as the Accreditation of B-BBEE Verification Agencies document issued by SANAS (also referred to as the R47-02). Important to note that a verifier, is not to provide clarity or opinion on interpretation of any B-BBEE matter, such clarity must be sought from the B-BBEE Commission using the contact details mentioned below.
26. A B-BBEE Verification Certificate shall identify the following information:
- a) Name of enterprise as per enterprise registration documents issued by CIPC, and enterprise business address.
  - b) Value-Add Tax number, where applicable.
  - c) The B-BBEE Scorecard against which the certificate is issued, indicating all elements and scores achieved for each element. The actual score achieved must be linked to the total points as per the relevant Codes.
  - d) B-BBEE status with corresponding procurement recognition level.
  - e) The relevant Codes used to issue the B-BBEE Verification Certificate.
  - f) Date of issue and expiry (e.g. 9 June 2018 to 8 June 2019). Where a measured entity was subjected to a re-verification process, due to material change, the B-BBEE Verification Certificate must reflect the initial date of issue, date of re-issue and the initial date of expiry. Re-verification does not extend the lifespan of the B-BBEE Verification Certificate.
  - g) Financial period which was used to issue the B-BBEE Verification Certificate.

- h) Unique identification number of the B-BBEE verification professional or agency (e.g. BVA...).
- i) Name and logo/mark of the B-BBEE verification professional or agency.
- j) A B-BBEE Verification Certificate must be signed by the technical signatory at the bottom with full name and surname. The details of the technical signatory can be checked from the SANAS website [www.sanas.co.za](http://www.sanas.co.za). No other person is allowed to sign the B-BBEE Verification Certificate apart from the technical signatory.
- k) The SANAS logo on the B-BBEE Verification Certificate.

27. The recipient or user of a B-BBEE Verification Certificate can contact any of the accredited verification professionals or agency that is said to have issued the B-BBEE Verification Certificate, to request confirmation on the issuance of B-BBEE Verification Certificate. The recipient or user is also advised to use the SANAS website to verify the accreditation status, accreditation period and scope of accreditation for the verification professional or agency. The SANAS website also has a list of all verification professionals or agencies whose accreditation status has been withdrawn, or suspended, because a verification professional or agency cannot issue a B-BBEE Verification Certificate if the accreditation status has expired, withdrawn or suspended.
28. The recipient or user of the B-BBEE Verification Certificate, sworn affidavit or B-BBEE Certificate issued by CIPC is also allowed as part of its due diligence processes, to request any relevant additional information or documents from the measured entity in order to validate the credibility of the information recorded on the B-BBEE Verification Certificate, sworn affidavit or CIPC B-BBEE Certificate.

#### **F. Penalties as per the B-BBEE Act**

29. Trading with an invalid or fraudulent B-BBEE Verification Certificate may constitute an offence in terms of Section 13O (1) (a) of the B-BBEE Act, which states that a person commits an offence if that person knowingly misrepresents or attempts to misrepresent the broad-based black economic empowerment status of an enterprise, and the B-BBEE Commission may institute an investigation in terms of Section 13J of the B-BBEE Act. In addition, Section 13A of the B-BBEE Act has empowered organs of state and public entities to cancel any contract or authorisation awarded on account of false information knowingly furnished by or on behalf of an enterprise in respect of its broad-based black economic empowerment status.
30. If an entity is found to have violated the B-BBEE Act, an entity could be fined up to 10% of its annual turnover, and individuals involved could be imprisoned for up to 10 years, and / or fined. Specifically, an

offence under section 13O (2) could lead to imprisonment of up to 12 months, or a fine, or both the fine and imprisonment.

31. In terms of section 13O (2) a verification professional, procurement officer or any official of an organ of state or public entity who becomes aware of the commission of, or attempt to commit, any offence referred to under section 13O (1) and fails to report it, is guilty of an offence.
32. This Practice Guide is issued as a guide purely to assist with the interpretation and testing the validity of a B-BBEE sworn affidavit/CIPC B-BBEE certificate as well as a B-BBEE Verification Certificate issued by an accredited verification professional or agency, and does not constitute a legal document or ruling of the B-BBEE Commission.
33. This Practice Guide may be updated anytime by the B-BBEE Commission if there are any material changes arising from developments in the application of the B-BBEE Act. In such an instance, an amended version will be published to replace this one.
34. For any queries or further clarity on this Practice Guide, kindly feel free to contact us at the following contact details:

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Issued by the B-BBEE Commission

3 September 2018

## REGULATIONS GOVERNING THE ADMINISTERING OF AN OATH OR AFFIRMATION

Act

### Published under

GN R1258 in GG 3619 of 21 July 1972  
as amended by

GN 1648 in GG 5716 of 19 August 1977  
GN R1428 in GG 7119 of 11 July 1980  
GN R774 in GG 8169 of 23 April 1982

The State President has, in terms of section 10 of the Justices of the Peace and Commissioners of Oaths Act, 1963 (Act 16 of 1963), been pleased to make the following regulations:

**1** (1) An oath is administered by causing the deponent to utter the following words: 'I swear that the contents of this declaration are true, so help me God'.

(2) An affirmation is administered by causing the deponent to utter the following words: 'I truly affirm that the contents of this declaration are true'.

**2** (1) Before a commissioner of oaths administers to any person the oath or affirmation prescribed by regulation 1 he shall ask the deponent-

- (a) whether he knows and understands the contents of the declaration;
- (b) whether he has any objection to taking the prescribed oath; and
- (c) whether he considers the prescribed oath to be binding on his conscience.

(2) If the deponent acknowledges that he knows and understands the contents of the declaration and informs the commissioner of oaths that he does not have any objection to taking the oath and that he considers it to be binding on his conscience the commissioner of oaths shall administer the oath prescribed by regulation 1(1).

(3) If the deponent acknowledges that he knows and understands the contents of the declaration but objects to taking the oath or informs the commissioner of oaths that he does not consider the oath to be binding on his conscience the commissioner of oaths shall administer the affirmation prescribed by regulation 1 (2).

**3** (1) The deponent shall sign the declaration in the presence of the commissioner of oaths.

(2) If the deponent cannot write he shall in the presence of the commissioner of oaths affix his mark at the foot of the declaration: Provided that if the commissioner of oaths has any doubt as to the deponent's inability to write he shall require such inability to be certified at the foot of the declaration by some other trustworthy person.

**4** (1) Below the deponent's signature or mark the commissioner of oaths shall certify that the deponent has acknowledged that he knows and understands the contents of the declaration and he shall state the manner, place and date of taking the declaration.

(2) The commissioner of oaths shall-

- (a) sign the declaration and print his full name and business address below his signature; and
- (b) state his designation and the area for which he holds his appointment or the office held by him if he holds his appointment *ex officio*.

[Subreg. (2) substituted by GN 1648 of 19 August 1977]

**5** .....

[Reg. 5 deleted by GN R774 of 23 April 1982]

**6** A commissioner of oaths shall not charge any fee for administering any oath or affirmation or attesting any declaration.

**7** (1) A commissioner of oaths shall not administer an oath or affirmation relating to matter in which he has interest.

(2) Subregulation (1) shall not apply to an affidavit or a declaration mentioned in the Schedule.

**8** Government Notice R1206, dated 15 December 1961, is hereby withdrawn.

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# **The Contract**

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# **Part C1: Agreements and Contract Data**

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## **C1.1: Form of Offer and Acceptance**

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## 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:

#### **Feasibility design for the upgrade and deepening of Maydon Wharf Berths 5-11 and 15 in 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 NEC3 PSC *Consultant* under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the *conditions of contract* identified in the Contract Data.

The offered total of the Prices exclusive of VAT is	<b>R</b>
Value Added Tax @ 15% is	<b>R</b>
The offered total of the Prices inclusive of VAT is	<b>R</b>
(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:**

Name &  
signature of  
witness

(Insert name and address of  
organisation)

Date

## Acceptance

By signing this part of this Form of Offer and Acceptance, the *Employer* identified below accepts the tenderer's Offer. In consideration thereof, the *Employer* shall pay the *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 when the tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any).

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)  
Transnet National Ports Authority  
237 Mahatma Ghandi Road  
Durban, 4001

Name &  
signature of  
witness

Date

## Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		

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

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

**For the *tenderer*:**

**For the *Employer***

Signature

Name

Capacity

On behalf  
of

*(Insert name and address of  
organisation)*

Transnet SOC  
Transnet National Ports Authority  
237 Mahatma Gandhi Road  
Durban, 4001

Name &  
signature  
of witness

Date

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## **C1.2: Contract Data Part 1 and 2**

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## C1.2 Contract Data

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

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
	dispute resolution Option and secondary Options	<b>G: Term contract</b> <b>W1: Dispute resolution procedure</b> <b>X1: Price adjustment for inflation</b> <b>X2: Changes in the law</b> <b>X7: Delay damages</b> <b>X9: Transfer of rights</b> <b>X10: Employer's Agent</b> <b>X13: Performance Bond</b> <b>X18: Limitation of liability</b> <b>Z: Additional conditions of contract</b>
	of the NEC3 Professional Services Contract (June 2005) (amended June 2006 and April 2013)	
10.1	The <i>Employer</i> is (Name):  Address	<b>Transnet SOC Ltd</b> Registered address: <b>Transnet Corporate Centre</b> <b>138 Eloff Street</b> <b>Braamfontein</b> <b>Johannesburg</b> <b>2000</b>
	Having elected its Contractual Address for the purposes of this contract as:	<b>Transnet National Ports Authority</b> <b>237 Mahatma Ghandi Road</b> <b>Durban</b> <b>4001</b>

11.2(9)	The <i>services</i> are	<b>Feasibility design for the upgrade and deepening of Maydon Wharf Berths 5-11 and 15 in the Port of Durban.</b>	
11.2(10)	The following matters will be included in the Risk Register	<b>None</b>	
11.2(11)	The Scope is in	<b>Part C3.1: The Scope of the Contract Document</b>	
12.2	The <i>law of the contract</i> is the law of	<b>The Republic of South Africa subject to the jurisdiction of the Courts of South Africa.</b>	
13.1	The <i>language of this contract</i> is	<b>English</b>	
13.3	The <i>period for reply</i> is	<b>Two (2) weeks</b>	
13.6	The <i>period for retention</i> is	<b>Three (3) years following Completion or earlier termination.</b>	
<b>2</b>	<b>The Parties' main responsibilities</b>		
25.2	The <i>Employer</i> provides access to the following persons, places and things	<b>As defined in the Scope</b>	
<b>3</b>	<b>Time</b>		
31.2	The <i>starting date</i> is	<b>19 June 2023</b>	
11.2(3)	The <i>completion date</i> for the whole of the <i>services</i> is	<b>18 September 2024</b>	
31.1	The <i>Consultant</i> is to submit a first programme for acceptance within	<b>Two (2) weeks of the Contract Date.</b>	
32.2	The <i>Consultant</i> submits revised programmes at intervals no longer than	<b>Four (4) weeks.</b>	
<b>4</b>	<b>Quality</b>		
40.2	The quality policy statement and quality plan are provided within	<b>2 (two) weeks of the Contract Date.</b>	
41.1	The <i>defects date</i> is	<b>(52) Fifty-two weeks after Completion of a Task for the services associated with such Task.</b>	
<b>5</b>	<b>Payment</b>		
50.1	The <i>assessment interval</i> is on the	<b>25<sup>th</sup> (Twenty Fifth) day of each successive month.</b>	
50.3	The <i>expenses</i> stated by the <i>Employer</i> are	<b>Item</b>	<b>Amount</b>



		<b>Economy air fares</b>	Charged at proven costs strictly on limits as set out in National Treasury Instructions as amended from time to time.
		<b>Car hire not exceeding group B</b>	Charged at proven costs strictly on limits as set out in National Treasury Instructions as amended from time to time.
		<b>Accommodation</b>	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	<b>Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.</b>	
51.2	The <i>currency of this contract</i> is the	<b>South African Rand (ZAR).</b>	
51.5	The <i>interest rate</i> is	<b>The prime lending rate of the Standard Bank of South Africa.</b>	
<b>6</b>	<b>Compensation events</b>	<b>No additional data required for this section of the <i>conditions of contract</i>.</b>	
<b>7</b>	<b>Rights to material</b>	<b>No additional data required for this section of the <i>conditions of contract</i>.</b>	
<b>8</b>	<b>Indemnity, insurance and liability</b>		
81.1	The amounts of insurance and the periods for which the <i>Consultant</i> maintains insurance are		
	<b>Event</b>	<b>Cover</b>	<b>Period following Completion of the whole of the <i>services</i> or earlier termination</b>

failure by the <i>Consultant</i> to use the skill and care normally used by professionals providing services similar to the <i>services</i>	<b>Professional Indemnity insurance for not less than R 5 000 000.00 (Five Million Rand) in respect of each claim, without limit to the number of claims</b>	<b>52 Weeks</b>
death of or bodily injury to a person (not an employee of the <i>Consultant</i> ) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i>	<b>General Third-Party Liability Insurance for all amounts falling within the excess of the policy, currently R50 000.00 (Fifty Thousand Rand) each and every claim, and/or for all amounts in excess of the policy limits as detailed in the policy document or whatever the <i>Consultant</i> deems desirable in respect of each claim, without limit to the number of claims</b>	<b>0 Weeks</b>

	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	<b>The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Consultant</i> arising out of and in connection with this contract for any one event is that which is prescribed by the Compensation for Occupation Injuries and Diseases Act No. 130 of 1993 as amended.</b>	<b>0 Weeks</b>
	Motor Vehicle Liability Insurance	<b>Comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity for an amount of not less than R 10 000 000.00</b>	
81.1	The <i>Employer</i> provides the following insurances	<b>Professional Indemnity insurance in respect of failure of the <i>Consultant</i> to use the skill and care normally used by Professionals providing services similar to the <i>services</i></b>  <b>General Third-Party Liability cover in respect of death of or bodily injury to a person (not an employee of the <i>Consultant</i>) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i></b>	

82.1	The <i>Consultant's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	<b><i>For all matters covered under the Employer's Professional Indemnity (PI) and General Third-Party Liability policies, the Consultant's liability will be limited to the excesses applicable under the Employer's Professional Indemnity and General Third Party Liability policies as detailed in the policy wordings. The current excesses amounts to R5 000 000.00 (Five Million Rand) PI and R50 000.00 (Fifty Thousand Rand) General Third-Party Liability, respectively, each and every claim. For all matters not covered under the Employer's Professional Indemnity and General Third-Party Liability policies the Consultants liability will be limited to the final total of the Prices.</i></b>
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<b>9</b>	<b>Termination</b>	<b>No additional data required for this section of the <i>conditions of contract</i>.</b>
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<b>10</b>	<b>Data for main Option clause</b>	
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<b>G</b>	<b>Term contract</b>	
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21.4	The <i>Consultant</i> prepares forecasts of the total Time Charge and <i>expenses</i> at intervals no longer than	<b>4 weeks.</b>
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<b>11</b>	<b>Data for Option W1</b>	
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W1.1	The <i>Adjudicator</i> is	<b>Both parties will agree to an <i>Adjudicator</i> as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the Chairman of the Association of Arbitrators (Southern Africa) will appoint an <i>Adjudicator</i>.</b>
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W1.2(3)	The <i>Adjudicator nominating body</i> is:	<b>the Association of Arbitrators (Southern Africa)</b>
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W1.4(2)	The <i>tribunal</i> is:	<b>Arbitration</b>
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W1.4(5)	The <i>arbitration procedure</i> is	<b>The latest addition of the South African Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)</b>
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	The place where arbitration is to be held is	<b>Durban, KwaZulu Natal, South Africa</b>
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<p>The person or organisation who will choose an arbitrator</p> <ul style="list-style-type: none"> <li>if the Parties cannot agree a choice or</li> <li>if the <i>arbitration procedure</i> does not state who selects an arbitrator, is</li> </ul>		<b>The Chairman of the Association of Arbitrators (Southern Africa)</b>
<b>12</b>	<b>Data for secondary Option clauses</b>	
<b>X1</b>	<b>Price adjustment for inflation</b>	
X1.1	The <i>index</i> is	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 <i>staff rates</i> are fixed at the Contract Date and are not variable with changes in salary
<b>X2</b>	<b>Changes in the law</b>	
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.
<b>X7</b>	<b>Delay damages</b>	
X7.1	Delay damages for late Completion of the whole of the <i>services</i> are	<b>R2500.00 per day</b>
<b>X9</b>	<b>Transfer of rights</b>	
	The <i>Employer</i> owns the <i>Consultant</i> rights over any of the material whatsoever prepared for the Services of this Contract by the <i>Consultant</i> . The <i>Consultant</i> provides on request by the <i>Employer's Agent</i> , all documentation in whatever form as required (native's, PDF's, CD's, etc) and all other material items which transfer these rights to the <i>Employer</i> .	
<b>X10</b>	<b>The <i>Employer's Agent</i></b>	
X10.1	The <i>Employer's Agent</i> is	
	Name:	<b>Vuyelwa Mabaso</b>
	Address	<b>Transnet National Ports Authority 237 Mahatma Ghandi Road Durban, 4001</b>

	The authority of the <i>Employer's Agent</i> is	<b>Fully empowered to act on behalf of the <i>Employer</i> for the services covered by the contract.</b>
<b>X13</b>	<b>Performance bond</b>	
X13.1	The amount of the performance bond is	<b>5% of the total price including VAT</b>
<b>X18</b>	<b>Limitation of liability</b>	
X18.1	The <i>Consultant's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	<b>Nil</b>
X18.2	The <i>Consultant's</i> liability to the <i>Employer</i> for Defects that are not found until after the <i>defects date</i> is limited to:	<b>The cost of correcting the defect (The Total of the Prices)</b>
X18.3	The <i>end of liability date</i> is	<b>2 (Two) years after Completion of the whole of the <i>services</i>.</b>
<b>Z</b>	<b><i>Additional conditions of contract</i></b>	
	The <i>additional conditions of contract</i> are	
<b>Z1</b>	<b>Obligations in respect of Joint Venture Agreements</b>	

Z1.1

Insert the additional core clause 21.5

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

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

- A brief description of the Contract and the Deliverables;
- The name, physical address, communications addresses and domicilium citandi et executandi of each of the constituents and of the Joint Venture;
- The constituents' interests;
- A schedule of the insurance policies, sureties, indemnities and guarantees which must be taken out by the Joint Venture and by the individual constituents;
- Details of an internal dispute resolution procedure;
- Written confirmation by all of the constituents:
  - i. of their joint and several liability to the *Employer* to Provide the *services*;
  - ii. proof of separate bank account/s in the name of the joint venture;
  - iii. identification of the leader in the joint venture confirming the authority of the leader to bind the joint venture through the *Consultant's* representative;
  - iv. Identification of the roles and responsibilities of the constituents to provide the *services*.
- Financial requirements for the Joint Venture:
  - i. the working capital requirements for the Joint Venture and the extent to which and manner whereby this will be provided and/or guaranteed by the constituents from time to time;
  - ii. the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture

Z1.2

Insert additional core clause 21.6

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

## **Z2 Additional obligations in respect of Termination**

Z2.1

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

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

- commenced business rescue proceedings
- repudiated this Contract

Z2.2

*Clause 90.5 is added as an additional clause*  
Where all or part of the Services are suspended for a period of six months or more either party may terminate the Contract by notifying the other.

## **Z3 Right Reserved by the Employer to Conduct Vetting through SSA**

Z3.1

The *Employer* reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any *Consultant* who has access to National Key Points for the following without limitations:

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 Employer's rights to take appropriate action**



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

**Z4.3**      **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 *Employer* and the *Consultant* 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      *Clause 33.2. is added as an additional clause.*

The *Employer* may at any time suspend part or all the *services*. As a consequence, if the *Consultant* is required to demobilise and then remobilise its staff and equipment, the *Consultant* will be reimbursed at cost. The *Consultant* 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.

**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 *Consultant*.

**Z8**      **Limitation of liability**

Z8.1      Add to core clause 82.1 and X18

For the avoidance of doubt the parties expressly agree that the total liability of the *Consultant* to the *Employer* applies jointly and severally across all organisations comprising of the *Consultant*.

**Z9**      **Additional clauses relating to cession of rights**

Z9.1      The *Consultant* shall not cede any rights under this contract without the approval of the *Employer*.

Z9.2 The *Employer* may on written notice to the *Consultant* 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 *Employer*.

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**Z10 Additional clauses relating to interpretation of the law**

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Z10.1 Add to core clause 12.3 Any extension, concession, waiver or relaxation of any action by the Parties, the *Employers' Agent* or *Adjudicator* does not constitute a waiver of rights and does not give rise to an Estoppel or Lien, unless the Parties agree otherwise and confirm such an agreement in writing.

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**Z11 *Employer's* Step-in rights**

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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.

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**Z12 *Consultant's* Responsibility for the Design**

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**Z12.1**

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.

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

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**Z13      *The first assessment interval***

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### **Z13.1**

In the event that the Contractor is not loaded on the vendor data base, the Project Manager's first assessment of the amount due will be done once the Contractor has been successfully loaded as a vendor on the Employers data base following submitting all valid updated documents to the Procurement officer. Therefore, on NEC ECC Clause 50.1 the following text is removed in its entirety "and is no later than the assessment interval after the starting date"

## 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 key persons</i> are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job: Responsibilities: Qualifications: Experience:	
Info.		<b>CV's (and further <i>key persons</i> data including CVs) are appended to Tender Schedule entitled.....</b>
11.2(3)	The <i>completion date</i> for the whole of the <i>services</i> is	
11.2(10)	The following matters will be included in the Risk Register	

11.2(13) The <i>staff rates</i> are:	<b>name/designation</b>	<b>rate</b>
--------------------------------------	-------------------------	-------------

25.2	The <i>Employer</i> provides access to the following persons, places and things	<b>access to</b>	<b>access date</b>
		<b>1</b>	
		<b>2</b>	
		<b>3</b>	

31.1	The programme identified in the Contract Data is
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50.3	The <i>expenses</i> stated by the <i>Consultant</i> are	<b>item</b>	<b>amount</b>
------	---	-------------	---------------

<b>G</b>	<b>Term contract</b>
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11.2(25) The <i>task schedule</i> is in	<b>Part C2: Pricing Data</b>
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## **C1.3: Form of Guarantee**

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## C1.3 Forms of Securities

### Pro forma Performance Guarantee

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

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

Option X13: Performance bond

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

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

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

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

Pro-forma Performance Bond (for use with Option X13)  
(to be reproduced exactly as shown below on the letterhead of the Surety)

Transnet SOC Ltd  
C/o Transnet National Ports Authority  
eMendi Administration Building  
N2 Neptune Road  
Off Klub Road  
Port of Ngqura  
Port Elizabeth  
6100

Date:

Dear Sirs,

Performance Bond for Contract No. TNPA/2023/01/0014/20728/RFP

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

**Transnet SOC Limited, Registration No. 1990/000900/30** (the *Employer*) and

**{Insert registered name and address of the *Consultant*}** (the *Consultant*), for

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

I/We the undersigned

on behalf of the  
Guarantor

of physical address

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

1. The terms *Employer*, *Consultant*, *Employer's Agent*, *services* and Completion Certificate have the meaning as assigned to them by the *conditions of contract* stated in the Contract Data for the aforesaid Contract.
2. We renounce all benefits from the legal exceptions "Benefit of Excussion and Division", "No value received" and all other exceptions which might or could be pleaded against the validity of this bond, with the meaning and effect of which exceptions we declare ourselves to be fully acquainted.
3. The *Employer* has the absolute right to arrange his affairs with the *Consultant* in any manner which the *Employer* deems fit and without being advised thereof the Guarantor

shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the Guarantor. Without derogating from the foregoing compromise, extension of the construction period, indulgence, release or variation of the *Contractor's* obligation shall not affect the validity of this performance bond.

4. This bond will lapse on the earlier of

- the date that the Guarantor receives a notice from the *Employer's Agent* stating that the Completion Certificate for the whole of the *services* has been issued, that all amounts due from the *Consultant* as certified in terms of the contract have been received by the *Employer* and that the *Consultant* has fulfilled all his obligations under the Contract, or
- the date that the Surety issues a replacement Performance Bond for such lesser or higher amount as may be required by the *Employer's Agent*.

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

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

7. Our total liability hereunder shall not exceed the sum of:

(say) \_\_\_\_\_

R \_\_\_\_\_

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

Signed \_\_\_\_\_ on \_\_\_\_\_ day of \_\_\_\_\_ 201\_

Signature(s)

Name(s) (printed)

Position in Guarantor company

Signature of Witness(s)

Name(s) (printed)

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## **Part C2: Pricing Data**

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## PART C2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option G	2
C2.2	Task Schedule	2

## C2.1 Pricing assumptions: Option G

### 1.1 The conditions of contract

#### 1.1 How the contract prices work and assesses it for progress payments

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

##### Identified 11

##### and 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

1.2.1 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.

1.2.2 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.**

- 1.2.3 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.
- 1.2.4 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.
- 1.2.5 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.

## C2.2 Task Schedule

The details given below serve as guidelines only and the *Consultant* may split or combine the tasks to suit his particular methods. The task schedule is to be read in conjunction with the *Employer's Scope of Services*.

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
<b>1</b>	<b>Project Management and Coordination</b>	
1.1	Convening, chairing, and preparing minutes of progress or other meetings except the kick-off meeting.	R
1.2	Develop programme and provide updates	R
1.3	Coordinate the services and deliverables provided by other service providers and/or sub-consultants associated with this contract	R
	<b>Sub Total for Task Order 1</b>	<b>R</b>
<b>2</b>	<b>Prefeasibility</b>	
2.1	Concept and prefeasibility study review	R
2.2	Comment, provide input, evaluate, prepare proposals/reports on the proposed options per berth deepening and upgrade.	R
	<b>Sub Total for Task Order 2</b>	<b>R</b>
<b>3</b>	<b>Feasibility</b>	
<b>3.1</b>	Engineering studies	R
3.2	Detailed (Feasibility) level design for each structural configuration at Maydon Wharf Berths 5 to 11 and 15.	R
3.3	Feasibility engineering study reports	R
3.4	Prepare a construction cost estimate to a Feasibility level of accuracy.	R
3.4	Prepare quantitative risk assessment to provide guidance on the level of construction contingency needed for the project	R
3.5	Prepare an execution programme and a detailed construction plan showing how the construction works will be phased and sequenced over time.	R



3.6	Prepare a traffic management plan for marine and terminal traffic	R
	<b>Sub Total for Task Order 3</b>	<b>R</b>
<b>4</b>	<b>PLP and Tender documentation</b>	
4.1	Prepare Feasibility Transnet PLP documentation	R
4.2	Prepare the specifications, bill of quantities, tender drawings, works information, scope of works and site information for the Asset construction phase NEC3 tender documents.	R
	<b>Sub Total for Task Order 4</b>	<b>R</b>
<b>5</b>	<b>Environmental Authorisation</b>	
5.1	Environmental Impact Assessment or Basic Assessment and other applicable permits and licenses	R
	<b>Sub Total for Task Order 5</b>	<b>R</b>
Total price excluding VAT		<b>R</b>
VAT at 15%		<b>R</b>
Total price inclusive of VAT carried to Form of Offer and Acceptance		<b>R</b>

## C2.3 Staff rates and expenses

The Consultant is required to refer to the Employer's Scope of Services for further clarification in providing the rates. The hourly rates for salaried professional or technical staff (staff rate in Pricing Schedule) shall not exceed that payable professionally qualified responsible for carrying out the service (Pricing Schedule).

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.

Fees are to be in line with the latest ECSA rates.

Task	Task description	Rate / hour
<b>6</b>	<b>Design queries during construction (40hrs/week)</b>	
6.1	Design Engineer (rate to include all expenses)	R /hour
6.2	Senior Draughtsmen (rate to include all expenses)	R /hour
<b>7</b>	<b>Supervision and monitoring during construction (45hrs/week)</b>	
7.1	Resident Engineer (rate to include all expenses)	R /hour

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## **Part C3: Scope of Services**

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## PART C3: SCOPE OF SERVICES

Document reference	Title	No of page
C3.1	This cover page	1
	<i>Scope of Services</i>	16
Total number of pages		17

## C3.1 Scope of Services

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## SECTION 1

### 1 Description of the *services*

#### 1.1 Executive overview

The Maydon Wharf precinct in the Port of Durban is a multipurpose terminal that mainly handles dry bulk break-bulk and liquid bulk cargo. The Maydon Wharf precinct is one of the oldest in the Port of Durban and consists of 15 berths of varying age and structural characteristics. Many of the berths are now more than 50 years old and no longer have the depth to accommodate a more modern vessel mix. To resolve this issue Transnet National Ports Authority (TNPA) set out on a programme to upgrade and deepen the berths at Maydon Wharf to accommodate larger vessels.

Berths 1 to 4 and Berths 12 to 14 were upgraded in the last 10 years as Phase 1 of this programme. Phase 2 of the programme was initiated in 2021 with the aim of upgrading and deepening Berths 5 to 11 and Berth 15.

A prefeasibility study was completed in 2021 to assess the existing condition of the structures at Berths 5 to 11 and 15 and to develop options for deepening the berths.

#### 1.2 Employer's objectives

The *Employer's* primary objectives for Phase 2 of the Maydon Wharf programme are to upgrade the quay structures and deepen the berths to -14.5m Chart Datum at Berths 5 to 11 and 15. This will allow a more modern vessel mix to be safely handled on these berths.

The *Consultant* is required to review the combined concept and prefeasibility work conducted at prefeasibility stage, close any gaps and develop berth upgrade and deepening detailed engineering designs. The *Consultant* is required to produce all technical specifications, design and construction drawings, tender documentation to allow TNPA to go out to market for the appointment of construction constructor to execute the upgrading and deepening of Berths 5 to 11 and 15. Furthermore, the *Consultant* shall obtain an environmental authorisation (where applicable) and relevant environmental permits and licences.

#### 1.3 Interpretation and terminology

The following abbreviations are used in this Scope of Services:

Abbreviation	Meaning given to the abbreviation
BA	Basic Assessment
B-BBEE	Broad Based Black Economic Empowerment
BoD	Basis of Design
CD	Chart Datum
CHSMP	Consultants' Health and Safety Management Plan
EAP	Environmental Assessment Practitioner
EIA	Environmental Impact Assessment
MCA	Multi-criteria analysis
MW	Maydon Wharf

Native	Original electronic file format of documentation
ORS	Owner's Requirement Specification
PEP	Project execution plan
PFMA	Public Finance Management Act
PLP	Project life cycle process
PoD	Port of Durban
PPE	Personal Protective Equipment
PPM	Procurement Procedures Manual
PSCM	Procurement and Supply Chain Management
QMP	Quality Management Plan
RoD	Record of Decision
SHE	Safety, Health and Environment
SOE	State Owned Enterprise
TNPA	Transnet National Ports Authority

## 2 Engineering and the *Consultant's* design

### 2.1 *Employer's* design information

2.1.1 The *Employer* has completed a number of studies and site investigations to date that should be used as input for the feasibility study and detail designs. The results, reports and raw data from these will be provided to the successful bidder. The studies, site investigations and data gathered are summarised as follows:

- Geotechnical site investigation conducted in 2007. This data is deemed suitable for the purposes of the detailed engineering design. Refer to Part C4: Site Information for further details.
- Terrestrial and bathymetric surveys conducted in 2021.
- Concept and Prefeasibility Study: Concepts for Repair and Berth Deepening at Maydon Wharf Berths 5 to 11 and 15 completed in 2021.
- Concept Study: Detailed Technical Condition Assessment at Maydon Wharf Berths 5 to 11 and 15 completed in 2021.
- Historical reports and data (including as-built drawings, condition assessment reports, EIA reports for Berth 1 to 4 and 12 to 14, RoD and associated amendments)

2.1.2 The *Employer* grants the *Consultant* a licence to use the copyright in design data presented to the *Consultant* for the purpose of the *works* (and the *Contractor's* obligation under paragraph 2.2 of the *Scope of Services*) ONLY.

### 2.2 Detailed engineering *Consultant's* design

2.2.1 The *Consultant* will be tasked with reviewing the combined Concept and Pre-feasibility study work conducted and close any gaps that may be available prior to undertaking the detailed engineering designs. The detailed engineering study which will consist of the primary activities listed below:

- a) Project management and coordination
- b) Review of combined concept and prefeasibility study
- c) Basis of Design (BoD)
- d) Site investigations
- e) Environmental Impact Assessment (EIA) or Basic Assessment (BA) where applicable

- and all applicable environmental permits and licenses
- f) Detailed engineering designs
- g) Tender documentation

## 2.3 Detailed engineering *Consultant's* scope of services

The *Consultant* will be required to provide the following *services* under each of the primary activities listed in Section 2.2.1.

### 2.3.1 Project management and coordination:

- The *Consultant* will be required to attend a Project kick-off meeting at the location indicated by the Employer's representative in the Port of Durban.
- The *Consultant* will be required to provide the necessary input and data for all fortnightly progress meetings, monthly technical meetings (combined with progress meeting), project coordination meetings, workshops and gate review meetings.
- The *Consultant* will develop the detailed engineering study programme and provide fortnightly progress updates.
- The *Consultant* will coordinate the services and deliverables provided by other service providers associated with this contract (e.g., co-ordination of efforts by an Environmental Assessment Practitioner (EAP) that will facilitate the environmental authorisation, permits and licence applications).

### 2.3.2 Review of combined concept and prefeasibility study

### 2.3.3 Basis of Design:

- The *Consultant* will review the Concept study reports, the Owner's Requirement Specification, as-built details and available site data and provide recommendations on potential risks to be addressed in detailed engineering study.
- The *Consultant* will facilitate a workshop with TNPA in the Port of Durban to discuss the key elements of the Basis of Design and attain TNPA's support to finalise the Basis of Design.
- The *Consultant* will prepare a Basis of Design report for approval by TNPA.
- The *Consultant* will include in the Basis of Design report any recommendations of additional services and investigations crucial to the completion of the study in accordance with the detailed design gate review process. Where TNPA agrees that such services are required, the *Consultant* will be required to provide technical input for the appointment of such service providers.

### 2.3.4 Site Investigations:

- The *Consultant* will undertake a physical inspection of Maydon Wharf Berths 5 to 11 and 15 to become familiar with the berth structures, the terminal operations, and the back-of-quay areas.
- The *Consultant* will collect as-built information, and where necessary confirm the location, of all back-of-quay services and infrastructure critical to the completion of the detailed design of the berths.

### 2.3.5 Collect baseline environmental data and conduct Environmental Impact Assessment or Basic Assessment and other applicable permits and licenses where applicable

- The *Consultant* will provide an independent EAP that will undertake all environmental processes,
- The *Consultant* will provide technical input and guidance in developing the scope of services required for the procurement of a service provider to perform all required

Environmental processes including permits and licenses. The EAP services are not limited to the following;

- a. Conduct a comprehensive screening exercise to ensure that all triggered listed activities under the 2014 EIA regulations (GNR 983, 984 and 985 have been identified and confirm the proposed Environmental Impact Assessment process to be followed (if required).
  - b. Conduct either a Basic Assessment (BA) or Scoping and Environmental Impact Assessment (S&EIR) as outlined in the Environmental Impact Assessment (EIA) Regulations GN R982 of 2014, of the National Environmental Management Act, 1998 (Act No. 107 of 1998), as amended.
  - c. This screening must be undertaken in consultation with applicable eThekweni Municipal bylaws i.e., eThekweni Municipality's Land Use Scheme: DMOSS
  - d. Apply for a Disposal at Sea permit as outlined in Section 71 of the National Environmental Management Act: Integrated Coastal Management Act No. 24 of 2008.
  - e. Apply for a Heritage permit for the demolition of structures older than 60 years as required by the National Heritage Resources Act, No. 25 of 1999.
- The *Consultant* will provide technical input to the relevant *Parties* as required by the Environmental Impact Assessment process.
  - In the event an Environmental Impact Assessment or Basic assessment is not applicable, the EAP is required to prepare a baseline report indicating the status quo of the study site incorporating the environmental and social attributes as well as project sustainability key performance indicators.
  - The outcomes of the assessment must be incorporated in the construction documents.

#### 2.3.6 Detailed Engineering:

- The *Consultant* is required to produce a detailed engineering design study level for each structural configuration at Maydon Wharf Berths 5 to 11 and 15.
- The *Consultant* is required to produce the detailed design of all dredging, slope protection and scour protection necessary for the reconstruction of the berths.
- The *Consultant* will use the detailed design as input to prepare a construction cost estimate to a Feasibility level of accuracy.
- The *Consultant* will perform a quantitative risk assessment to provide guidance on the level of construction contingency needed for the project. Input will also be provided to the TNPA Risk Management process where needed.
- The *Consultant* will prepare an execution programme (refer to Section 4.3) and a detailed construction plan showing how the construction works will be phased and sequenced over time.
- The *Consultant* will prepare a traffic management plan for marine and terminal traffic showing how traffic will be managed during construction. This will incorporate the proposed phasing and sequencing of the works.
- The *Consultant* will prepare a detailed engineering study report.
- The *Consultant* will prepare the detailed engineering Transnet PLP documentation (PEP, updated ORS, etc.) in accordance with the requirements of the detailed design gate review process.
- The *Consultant* will provide technical input as required by TNPA for the gate review process.



#### 2.3.7 Tender Documentation and Procurement:

- The *Consultant* will prepare the technical specifications, priced and unpriced tender bill of quantities, tender drawings, works information and site information for the Asset construction phase NEC3 tender documents.

## 2.4 Detailed engineering *Consultant's* deliverables

2.4.1 The primary deliverables that will be produced and submitted to TNPA by the *Consultant* are listed below:

- a) detailed design study programme with fortnightly updates.
- b) A Basis of Design report for the detailed design phase study.
- c) A cost estimate and quantitative risk assessment for Asset Construction Phase.
- d) A programme and construction plan (phasing and sequencing) for the execution of the works.
- e) A proposed execution methodology
- f) A traffic management plan for the execution of the works.
- g) A comprehensive detailed design phase engineering study report (including all design drawings, diagrams and calculations).
- h) The Transnet detailed design phase gate review documentation.
- i) The Asset Construction Phase NEC3 tender documentation.
- j) The Asset Construction Phase construction drawings and specifications.

The above list is a non-exhaustive list of the deliverables required from the *Consultant*. The *Consultant* will be required to submit all deliverables and data that can be reasonably expected by delivering the *Scope of Services* listed in Sections 2.3.

## 2.5 Procedure for submission and acceptance of *Consultant's* design

2.5.1 The *Consultant* shall take note of the following procedures when submitting design deliverables:

- a) The *Consultant* shall submit to the *Project Manager* the design pack for approval. The design pack shall include all drawings, specifications and calculations relevant to the deliverable for review and acceptance by the *Project Manager*. All deliverables must be submitted in soft format e.g. drawings in AutoCAD format and civil designer format. And all reports should be in Microsoft word format
- b) All design information submitted to TNPA shall be accompanied by a transmittal form for record keeping purposes. TNPA will acknowledge receipt of such information by signing the transmittal form.
- c) The review period is two (2) weeks from date of receipt of the *Consultant's* design pack. This period can be extended by mutual agreement and if recorded in writing.
- d) The *Project Manager* will provide written comments on the *Consultant* design for the *Consultant* to clarify or note. The *Consultant* will either incorporate the comments or clarify issues raised and assure the *Project Manager* that the design addresses all issues raised.

- e) Once the review and commenting process is finalised, the *Project Manager* will sign off for the acceptance of the *Consultant's* design pack. NB: It shall be noted that the sign off for acceptance does not relieve the *Consultant* of its liability for the design.

2.5.2 The *Consultant* undertakes design safety reviews of all design deliverables that address the constructability of the works with the *Project Manager*.

In providing the services, the *Consultant* conforms to the governing statute, the Occupational Health and Safety Act. 85 of 1993, as amended. The consultant shall comply and ensure compliance with the employer's health and safety specifications.

The *Consultant* addresses the following criteria at all stages:

Design for safe operation and construction to a high level of safety and low operating cost, the consultant shall ensure that design conformance to Occupational Health and Safety Act. 85 of 1993 and its regulations.

The *Consultant* prepares and presents design documents to the employer at the following review meetings as a minimum:

- HAZOP review meetings
- Safety integrity level review meeting
- HAZCON review meetings

The *Consultant* shall undertake design safety reviews as detailed in the project specific Health and Safety Specification included as Annexure with the defined project team. The *Consultant* shall also undertake design engineering reviews, stakeholder engagement reviews and engineering integration reviews as detailed in this services information with the project team.

## 2.6 Review and acceptance of *Consultant's* documentation

The *Consultant* submits documentation as the 'Scope of Services' requires to the *Project Manager* for review and acceptance.

The procedure for submission of documentation follows that outlined in Section 4.2.1

## 2.7 Use of *Consultant's* design

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

2.7.2 The *Consultant* vests in the *Employer* full title guarantee in the intellectual property and copyright in the design data created in relation to the *works*.

## 2.8 Construction supervision of works

- 2.8.1 The Scope of works for this contract is purely detailed engineering design. However, should the Employer decide to continue with the construction phase of the project, the *Consultant* may be required to provide some services during the construction phase. 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.
- 2.8.2 The *Consultant* is therefore required to provide full rates for the following resources which may be required during the Execution (Construction) phase of the project. The *Consultant* is required to provide as much evidence as possible to unequivocally demonstrate that the incumbent completely satisfies these requirements
- **Project design Engineer** is expected to attend to design queries during the construction phase of the project.
  - The Design Engineer shall be in possession of a Bachelor of Science Degree or BTech in Marine/Civil/Structural Engineering, registered as a Professional Engineer or Technologist in terms of the Engineering Profession Act (Act 46 of 2000) with at least 10 years of experience in the design of marine structural engineering projects. Experience in the various specialised fields and specific to the construction works and technical specifications will be essential to complete the project successfully.
  - **Supervisor/Resident Engineer** that will be full time on site to oversee the construction supervision and take the project to completion. The role of the Supervisor includes but not limited to checking that the works are constructed in accordance with the contract.
  - The Resident Engineer shall hold a Bachelor of Science Degree or BTech in Marine/Civil/Structural Engineering, registered as a Professional Engineer or Technologist in terms of the Engineering Profession Act (Act 46 of 2000) with at least 20 years of experience in the marine 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 for the full period of construction works
- 2.8.3 The Supervisor / Resident Engineer will be provided with the construction monitoring team as deemed required by them for the project.
- 2.8.4 The *Consultant* shall provide a detailed organogram indicating key people for the Construction phase including their roles and responsibilities. The organogram will be used to ensure adequate and competent resources are provided for the Resident Engineer.
- 2.8.5 The Employer reserves the right not to proceed with the project to Execution phase (Construction), that would apply to the construction supervision. A lot of factors including but not limited to the availability of Construction funding will come into effect.

### 3 Site Investigations

#### 3.1 Health and safety (H&S)

- 3.1.1 All health and safety matters associated with the *services* shall be dealt with in accordance with Occupational Health & Safety Act, 1993 (Act No. 85 of 1993) and the Transnet National Ports Authority Project Health and Safety Specifications.
- 3.1.2 The *Consultant* shall prepare, implement, and administer the *Consultants'* Health and Safety Management Plan (CHSMP). The CHSMP must provide a systematic method of managing hazards and implementing control measures.
- 3.1.3 The *Consultant* must prepare and submit their own occupational health & safety plan and file to the *Project Manager* for approval and acceptance and ensure the same from all appointed contractors in this project.
- 3.1.4 Pre-commencement medical examinations as well as exit medicals will be required from the consultant and all appointed contractors and must include chest X-rays. These medical examinations must be carried out by a registered Occupational Health practitioner. All costs associated will be for the *Consultant's* account and all Contractor's account.
- 3.1.5 The *Consultant* ensures that its *Sub-Consultants* comply with the requirements of the Occupational Health & Safety Act 85 of 1993, the requirements of this works information and project health and safety specification.

#### **Construction safety**

The Consultant should comply and ensure compliance with the H&S requirements contained in the project specific health and safety specification and compliance with the OHS Act 85 of 1993 and all applicable regulations. The consultant will ensure the following are in place and updated as required from time to time.

- Site access plans, permits, induction, permits
- Identifies emergency plans in case of injuries on site and how the injured personnel are taken to hospitals/doctors and the related administrative issues including payments at the medical facilities
- List the ambulance services, clinics, hospitals, and doctors close by the works and make upfront arrangements to enable smooth admissions in case of an emergency
- A construction safety target is proposed
- The possible incentives and a description of the actions to implement a safety drive for the different contractors are proposed and the costs of these actions determined
- The *Consultant* develops a construction H&S plan, for all construction phases. This plan shall be in accordance with the requirements and stipulations of project health and safety specifications
- The *Consultant* develops an emergency evacuation plan for the construction workers during construction period.

The *Consultant* should comply with all applicable legislation, and TNPA's safety rules which should be entirely at the *Consultant's* cost, and which should be deemed to have been allowed for in the project costs.

The *Consultant* shall be required to submit particulars of their H&S programme and safety files for the relevant project within two weeks of award of tender. Requirements of the *Employer*, if any, shall be made known on award of the contract.

*Project site safety statistics spreadsheet* – During the construction period of the works a weekly as well as a monthly report shall be submitted relating to, but not limited to, man-hours, SOCS, VFL and PTO compliance, incidents, lowlights, highlights, project challenges and focus as well as contractors project monthly safety report/safety audit report/safety report/safety NCRs.

All work should be carried out to comply with the latest requirements of the statutory authorities having jurisdiction over the site.

The following South African safety requirements should be used as a minimum:

- Occupational Health and Safety Act, Act 85 of 1993.
- Minerals Act and Regulations, Act 50 of 1991.
- Mine, Health and Safety Act, Act 29 of 1996.
- The National Building Regulations and Building Standards, Act 103 of 1998.
- Compensation for Occupational Injuries and Diseases Act, Act 130 of 1994.

### **3.2 Environmental management and constraints**

3.2.1 All works must be conducted in accordance with the principles of the National Environmental Management Act, 1998 (No 107 of 1998) but not limited to other applicable legislation as well as acceptable environmental good practices. In addition, the *Consultant* shall comply with all applicable eThekweni Municipal bylaws. The *Consultant* shall also comply with Transnet's Integrated Management Policy (TIMS) appended to the works information.

### **3.3 Co-operating with and obtaining acceptance of Others**

3.3.1 The site-based *services* will be performed in an operational environment, the Terminals will remain operational with ongoing commercial shipping and land-based traffic for the entire duration of the contract. All commercial traffic will have right of way and the *Consultant* is required to plan activities around the commercial operations. Any personnel or equipment engaged on the activities may be required to vacate entire Working Area or parts of the areas during the planned activities. The *Consultant* shall have to liaise with the *Project Manager* (and where necessary the Harbour Master) in scheduling work and shall comply with all instructions of the *Project Manager* in this regard.

3.3.2 The *Consultant* performs the *services* and co-operates with The *Employer* (including any agents of the *Employer*) who operate on Site for the entire duration of the Contract period.

- 3.3.3 The *Consultant* performs the *services* and co-operates with others, of whom the *Consultant* is to be notified once appointed by the *Employer*, who operate on Site for the entire duration of the Contract period.

### **3.4 Publicity and progress photographs**

- 3.4.1 The *Consultant* does not advertise the contract or the project to any third party, nor communicate directly with the media (in any jurisdiction) whatsoever without the express written notification and consent of the *Project Manager*.
- 3.4.2 The *Consultant* obtains the permission and approval of the *Project Manager* before erecting any notice boards or using the details of the contract in any advertising media.

### **3.5 Consultant's equipment**

- 3.5.1 The *Consultant* keeps daily records of the Equipment used on Site (distinguishing between owned and hired Equipment) with access to such daily records available for inspection by the *Project Manager* at all reasonable times.
- 3.5.2 All Equipment used by the *Consultant* on site shall be properly maintained and operated. All vehicles on public roads shall be roadworthy, with the necessary licences and safety requirements. A checklist/register shall be implemented which lists the operators' qualifications and medical records.

### **3.6 Use of vehicles within the port**

- 3.6.1 The speed limit for vehicles on the roads within the Port boundary is 60km/h unless stated otherwise and is strictly enforced. The speed limit for vehicles travelling on the quayside is 20 km/h.

### **3.7 Equipment provided by the Employer**

- 3.7.1 No Equipment will be provided by the *Employer*.

### **3.8 Site services and facilities provided by the Employer**

- 3.8.1 No services or facilities will be provided by the *Employer*. The *Consultant* may, however, make arrangements with the relevant Transnet personnel to make use of ablution facilities that might be on or near the site.

### **3.9 Personal Protective Equipment (PPE)**

- 3.9.1 PPE must be worn at all times when in the operational areas of the Port. The minimum requirements for PPE are hard hat, reflective vest and safety footwear. It is strongly recommended that hearing and eye protection is also used. Life jackets are required when in close proximity to the quay side. The use of PPE in the office areas is not compulsory.

### **3.10 Consultant's facilities**

- 3.10.1 The *Consultant* ensures that all office areas and facilities required for the execution of the *services* are compliant with the relevant health and safety regulations and restrictions.
- 3.10.2 All costs for associated with these facilities are for the *Consultant's* account.
- 3.10.3 Unless expressly stated as a responsibility of the *Employer*, all residual requirements for the provision of facilities and all items of Equipment necessary for the *Consultant* to provide the *services* remains the responsibility of the *Consultant*.



## SECTION 2

### 4 Management and start up

#### 4.1 Management meetings

- 4.1.1 It is the *Employer's* specific intention that the Parties and their agents use the techniques of partnering to manage the contract by holding meetings designed to manage the administration of the contract proactively and jointly with the objective of minimising the adverse effects of risks and surprises for both Parties.
- 4.1.2 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:
Kick-off Meeting	Once off, at the beginning of the Contract	TNPA, Port of Durban	<i>Project Manager</i> (and appropriate key persons) and the <i>Consultant</i>
Basis of Design Workshop	Once off, as programmed by the <i>Consultant</i>	TNPA, Port of Durban	<i>Port Engineer, Project Manager</i> (and appropriate key persons) and the <i>Consultant</i>
Contract progress meetings (including, programme, risk register & compensation events)	Fortnightly	Virtually via MS Teams	<i>Project Manager</i> (and appropriate key persons) and the <i>Consultant</i>
Technical meetings (including engineering & design management, design review feedback, design safety reviews, etc.)	Monthly (combined with fortnightly Contract progress meeting)	Virtually via MS Teams	<i>Project Manager</i> (and appropriate key persons) and the <i>Consultant</i>

- 4.1.3 The *Consultant* attends management meetings at the *Project Manager's* request as set out in the table above. At these meetings the *Consultant* presents all relevant data including safety, health and environmental issues, progress reports, design updates, Sub-Consultant management reports, and any other data that may be required in accordance with the *services*.
- 4.1.4 Meetings of a specialist nature may be convened by mutual agreement 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.
- 4.1.5 All meetings are to be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register are not to be used for the purpose of confirming actions or instructions under the contract as these are to be done separately by the person identified in the *conditions of contract* to carry out such actions or instructions.



## 4.2 Quality assurance and documentation control

In undertaking the works all documentation requirements for the works shall be dealt with in accordance with document DOC-STD-0001\_Rev03, Annexure N. The control, maintenance and handling of these documents and drawings, using a suitable document control system, remain the sole responsibility of the Consultant.

The Consultant documentation "Starter kit", as contemplated in DOC-STD-0001\_Rev03, will be issued at the kick-off meeting following award.

The Consultant's documentation shall be issued to the Project Manager under cover of the Contractor's Transmittal Note indicating all Contract references (i.e. Project No, Contract No, etc.) as well as the Consultant's Project Document Number, Revision Number, Title and chronological listing of transmitted documentation. Formats of Contractor data submitted is dependent on the project procedure and shall be specified by the Project Manager, upon the notified request of the Consultant.

All contract correspondence is issued through document control. Electronic submissions are permissible only for URGENT communication, PDF and native where necessary.

The Consultant shall apply "wet signatures" to the original documentation before scanning the single sided, signed original prior to formal submission to the Project Manager.

Electronic files submitted to the Project Manager shall be clear of known viruses and extraneous "macros". The supplier of documentation is required to have, at all times, the latest generation of virus protection software and up-to-date virus definitions.

The Consultant is to ensure that the latest versions of the required application software and a suitable 'IT' Infrastructure are in place to support the electronic transmission of documentation. The Consultant shall maintain electronic format of ALL project documentation for the duration of the contract.

Hardcopy original documents must be delivered within 24 hours of electronic submission of same to the project site office document control department.

All documentation and data submitted electronic, and hardcopy must conform to the Project Standards and Quality requirements in terms of numbering, uniqueness, quality, accuracy, format, completeness and currency of information. Documentation not meeting the Project Standards and Quality requirements will be cause for rejection and shall be returned to the *Consultant* for corrective action and re-submission.

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.

The Consultant shall be responsible to ensure that proper safety measures are in place to protect project documentation temporarily stored on site against theft, fire, flooding or excessive dampness.

All drawings supplied shall comply with the CAD Standards, i.e., ENG-STD-0001, which will be issued to the preferred bidder.

The Consultant shall be responsible for the supply of all Sub-Supplier/Contractor/ Manufacturer, etc. documentation and data related to their package of work and shall ensure that these Sub-Suppliers have the capability to supply the necessary documentation and data in the required timeframe and quality requirements are met as outlined in the specified standards prior to awarding sub-orders.

The Consultant shall ensure adequate resources are available to manage and execute the Document Control function as per the requirements of the Project. (The Consultant shall ensure that a dedicated Document Controller is available for the Project)

#### 4.2.1 Procedure for Submission and Acceptance of Consultant's Documentation

The *Consultant's* documentation shall be issued to the *Project Manager* under cover of the *Consultant's* Transmittal Note indicating all *Consultant's* Contract references (i.e., Project No, Contract No, etc.) as well as the *Consultant's* 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 *Project Manager*, upon the notified request of the *Consultant*.

The *Consultant* shall deliver both hard copies and electronic media copies (CD Rom) to the *Project Manager* either at the address stated within the Contract Data or at the Project site office. All electronic documentation shall be submitted by the *Consultant* in Adobe Acrobat (.PDF) and native file format.

Acceptance of documentation by the *Project Manager* will in no way relieve the *Contractor* of his responsibility for the correctness of information, or conformance with his obligation to Provide the *works*. This obligation rests solely with the *Contractor*.

After review, a copy of the original reviewed/marked-up drawing/document, with the *Project Manager's* consolidated comments and document status marked on the *Consultant* Review Label, is scanned and the original document with comments shall be returned to the *Consultant* under cover of the project's Transmittal Note for revision or re-submittal as instructed and to be included in the master copy data file where applicable.

The *Consultant* shall allow the *Project Manager* 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 of the hardcopy to the document control office to the time of despatch. The *Consultant* does not proceed with the relevant work until the *Project Manager* has accepted his design.

On receipt of the reviewed documentation the *Consultant* shall make any modifications requested/marked-up and resubmit the revised documentation to the *Project Manager* within 2 weeks. Queries regarding comments/changes should be addressed with the *Project Manager* prior to re-submittal.

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 2 working days of receipt of the marked-up document.

In undertaking the *works* all drawing requirements for the *works* shall be dealt with in accordance with document ENG-STD-0001 Annexure K.

#### 4.2.2 As built Drawings, Operating Manuals and Data Packs

The *Consultant* provides the following:

- Red Line Drawings

All as-built red line drawings must be signed off by the *Consultant's* responsible person before issue to *Project Manager* for acceptance.

- Installation, Maintenance and Operating Manuals and Data Books

The *Consultant* provides manuals in an A4 hard cover, grease and waterproof binder, using 2 ring type binders.

Drawings and charts larger than A4 are folded and those greater than A3 are enclosed in an A4 plastic pocket of adequate strength.

The manuals are well indexed and user friendly and must include a summarized Table of Contents.

The index for data packs must be submitted to the *Project Manager* for acceptance at the beginning of the project to enable the *Consultant* to maintain and update the file on a continuous basis throughout the project lifecycle. The *Consultant* submits the draft Table of Contents to the *Project Manager* for acceptance prior to the compilation and official submittal of the manuals and data books.

The originals of all brochures shall be issued to the *Project Manager*. 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.

The address, phone numbers, fax numbers and reference numbers of all Sub-Contractors is provided.

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 considered to be in its final form until the “As-Built” version of each such drawing has been incorporated.

The required number of copies of the manual (s) shall be as specified by the *Project Manager* and submitted per type or model number of equipment included in the contract, or as specified by the *Project Manager*.

All electronic copies (pdf.) of Data Packs to be properly indexed and bookmarked. All pages that make up the data book or manual must be sequentially numbered.

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
- FBS No. and Title
- Manual Numbering (e.g., Volume 1 of 2, etc.)
- Contract Number
- *Contractor* Name

Unless otherwise stated, the required number of copies of all final Data Packs shall be:

- 3 x hard copies (Full size)
- 3 x CD in Adobe Acrobat (.pdf) formats

### 4.3 Programming requirements

4.3.1 The *Consultant* will be required to produce the following programmes in accordance with the Scope of Services:

- a) Detailed engineering study programme to manage and monitor the *services* in accordance with this Contract.
- b) Asset Construction phase programme as a preliminary programme to plan the execution of the works.

- 4.3.2 The *Consultant* uses Primavera P6 for programme submissions or a similar programme software package equivalent to Primavera P6 subject to the prior written notification and acceptance by the *Project Manager*.
- 4.3.3 The *Consultant* shows on the Accepted Programme and all subsequently revised programmes the critical path or paths and all necessary logic diagrams demonstrating sequence of operations.
- 4.3.4 The *Consultant's* programme/s shows duration of operations in working days. A normal working week is 5 days (40 hours). All programmes account for public holidays.
- 4.3.5 The *Consultant's* Asset Construction phase programme shows the following levels:
- Level 1 Master Schedule – defines the major milestones, operations and interfaces between engineering design, procurement, fabrication and assembly of Plant and Materials, transportation, construction, testing and pre-commissioning, commissioning and Completion.
  - Level 2 Project Schedule – summary schedules ‘rolled up’ from Level 3 Project Schedule described below
  - Level 3 Project Schedule – detailed schedules generated to demonstrate all operations identified on the programme from the starting date to Completion.
  - Level 4 Project Schedule – detailed discipline speciality level developed by the *Consultant* relating to all operations identified on the programme representing the weekly activities by each discipline.
- 4.3.6 The *Consultant* submits detailed engineering study programme report information to the *Project Manager* at fortnightly intervals in addition to the intervals for submission of revised programmes stated under Contract Data Part One.
- 4.3.7 The *Consultant's* fortnightly detailed engineering study programme narrative report includes:
- Level 4 Project Schedule – showing two separate bars for each task i.e. the primary bar must reflect the current forecast dates and the secondary bar the latest Accepted programme.
  - 3-week Look ahead Schedule - showing two separate bars for each task i.e., the primary bar must reflect the current forecast dates and the secondary bar the latest Accepted programme.
  - Manpower Histogram – reflecting actual, forecasted and planned activities
  - S-curves – reflecting the actual percentage complete versus the planned percentage for the overall contract utilising the earned values as calculated by the detailed progress report.
- 4.3.8 The *Consultant* shows on each revised programme submitted to the *Project Manager* a resource histogram showing planned progress versus actual, deviations from the Accepted Programme and any remedial actions proposed by the *Consultant*.

## 5 Procurement

### 5.1 Code of Conduct

Transnet 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 Procedures Manual (PPM).
- 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 (B-BBEE); and
- The Anti-Corruption Act.

This code of conduct has been included in this contract to formally apprise 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 will not participate in corrupt practices and therefore 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, to:
    - Illegally influence their judgement or conduct or to ensure the desired outcome of a sourcing activity.
    - Win or retain business or to influence any act or decision of any decision stakeholders involved in sourcing decisions; or
    - Gain an improper advantage.
  - 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 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.
  - Transnet does not engage with non-value adding agents or representatives solely for the purpose of increasing B-BBEE spend (fronting)
3. *Transnet's relationship with suppliers requires us to clearly define requirements, 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, B-BBEE 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**

1. *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.*
  - Doing business with family members

- Having a financial interest in another company in our industry

## 5.2 The *Consultant's* invoices

- 5.2.1 When the *Project Manager* certifies payment following an assessment date, the *Consultant* complies with the *Employer's* procedure for invoice submission.
- 5.2.2 The invoice must correspond to the *Project Manager's* assessment of the amount due to the *Consultant* as stated in the payment certificate.
- 5.2.3 The invoice states the following:  
Invoice addressed to Transnet SOC Ltd.  
Transnet SOC Limited's VAT No: 4720103177.  
Invoice number:  
The *Consultant's* VAT Number; and  
The Contract number:
- 5.2.4 The invoice is presented by email.
- 5.2.5 Invoices submitted by email are delivered to:  
vuyelwa.mabaso2@transnet.net  
For the attention of The Project Manager, Transnet National Ports Authority
- 5.2.6 The invoice is presented as an original with a digital signature.

## 6 Annexures

Annexure A – Health and Safety Specification

Annexure B – Quality Specification (QAL-STD 0001)

Annexure C - Document Control Standard (DOC-STD-0001)

Annexure D - Transnet's Integrated Management Policy (TIMS)

## PART C4: SITE INFORMATION

Document reference	Title	No of pages
	Site Information	5
	Total number of pages	5

## C4 Site Information

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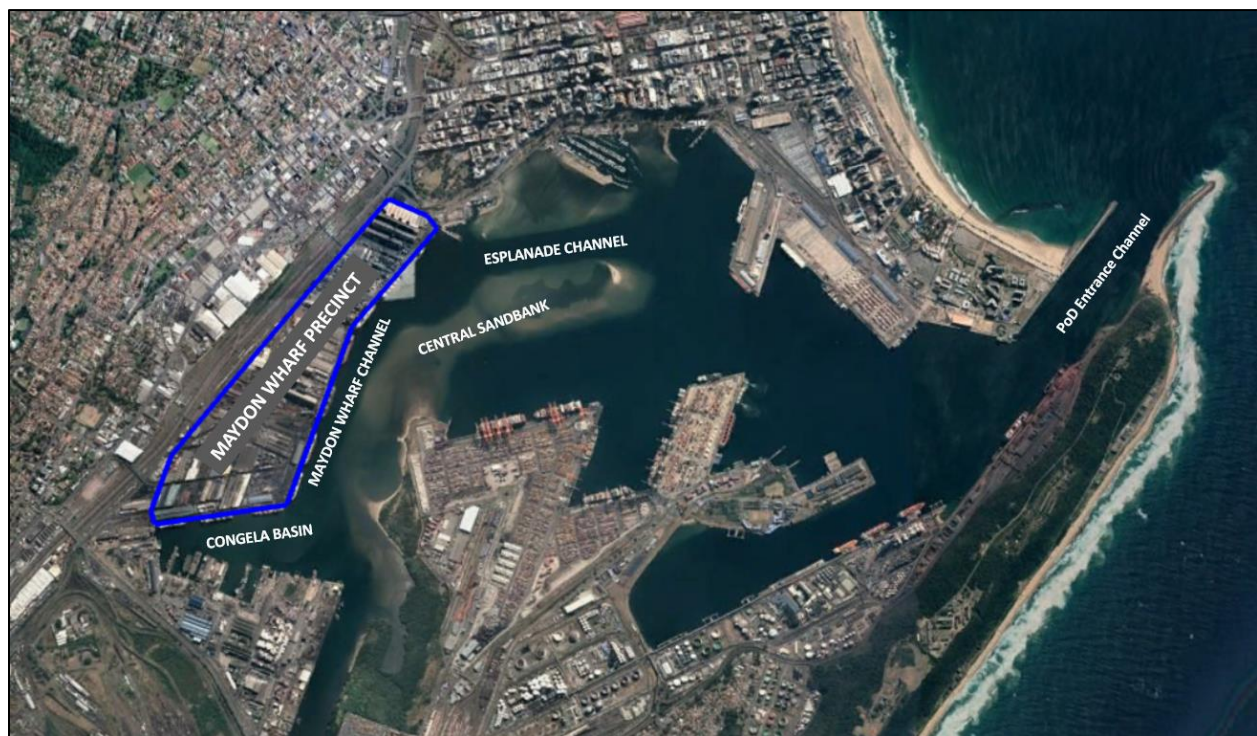
## 1 Description of the Site and its Surroundings

### 1.1 Background

The Maydon Wharf precinct in the Port of Durban serves as the ports primary bulk and break-bulk cargo precinct. The Maydon Wharf precinct has some of the oldest berth infrastructure in the Port of Durban. As such, Transnet National Ports Authority (TNPA) has performed significant upgrades to 7 of the 15 berths in the last 10 years. The reconstruction of Berths 1 to 4 and Berths 12 to 14 allowed for the replacement of aging infrastructure and the deepening of these berths to accommodate more modern vessels. The existing quay walls at these berths were replaced with steel sheet-pile quay walls.

The remaining structures at Maydon Wharf berths 5 to 11 and 15 are all between 54 and 96 years old. These structures were built over older jetty structures, the remnants of the timber piles can be seen below the existing deck in many places. It is unclear how old these original structures are.

Figure 1 shows the location of the Maydon Wharf precinct within the Port of Durban.

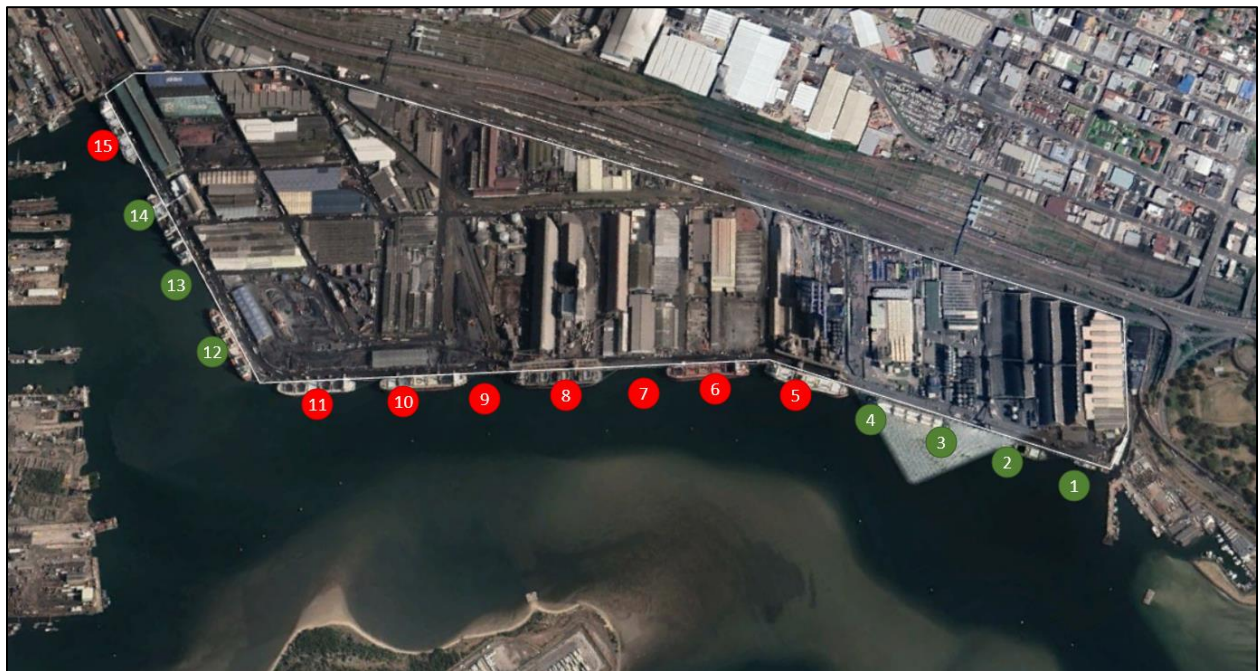


**Figure 1: Location of Maydon Wharf Precinct within the Port of Durban.**

In 2021, TNPA commenced with Phase 2 of the upgrade to the remaining berths in Maydon Wharf. Concept and Pre-feasibility studies were performed for Berths 5 to 11 and Berth 15 to assess the following:

- The current condition, likely remaining service life and rehabilitation/maintenance options for these berths.
- Options for reconstructing and deepening the berths.
- Choosing suitable option for each berth

Figure 2 below shows the location of each berth within the Maydon Wharf precinct. The berths numbered in green are those that were reconstructed in Phase 1 of the upgrade to Maydon Wharf. The berths numbered in red are those for which concept and prefeasibility study was completed in 2021.



**Figure 2: Maydon Wharf berths (green numbers indicate those that have been recently reconstructed)**

## 1.2 Site Conditions

### 1.2.1 Datum Levels and Water Levels

At the Port of Durban Chart Datum (CD) is defined by the SA Navy Hydrographer as 0.913 metres below land levelling datum (LLD). Chart Datum Port (CDP) is defined by Transnet NPA as 0.900 metres below land levelling datum. In South African Ports the level LWOST typically coincides with Chart Datum Port. The astronomical tide levels for the Port of Durban are shown in Table 1 below.

**Table 1: Astronomical tide levels for the Port of Durban**

Tide	Abbreviation	Level (m, Chart Datum)	Level (m, Chart Datum Port)
Lowest Astronomical Tide	LAT	0,00	-0,013
Mean Low Water Springs	MLWS	0,21	0,197
Mean Low Water Neaps	MLWN	0,87	0,857
Mean Water Level	MWL	1,11	1,097
Mean High Water Neaps	MHWN	1,36	1,347
Mean High Water Springs	MHWS	2,01	1,997
Highest Astronomical Tide	HAT	2,30	2,287

### 1.2.2 Waves and Currents

Swell penetration into the basin is not substantial. Locally generated wind waves may be expected to occur.

### 1.2.3 Geotechnical Conditions

A large-scale geotechnical study was performed at Maydon Wharf in 2007. The geotechnical investigations at Maydon Wharf consisted of the following:

- 18 Marine boreholes
- 15 Land based boreholes
- 10 CPT tests (2 cancelled positions)

This information is deemed sufficient for the purposes of detailed design.

### 1.2.4 Cope Levels and Bathymetry

A terrestrial survey and bathymetric survey were conducted as part of the Concept study. The terrestrial survey plotted over 115,5 million points using laser scanning. The laser scans capture all of the bollards and the edge of the wharf. The cope level is typically 3.66 m above Chart Datum Port of Durban. Berth 8 is given as 3.7 m above CD.

The bathymetric survey consisted of a multibeam survey to survey the berth pocket as well as a side scan survey to survey the area under the wharf. The design depth and average survey depth of each berth is shown in Table 2 below.

**Table 2: Berth design depth and average surveyed depth, September 2021**

Berth	Design Depth (m, CDP)	Surveyed Depth (m, CD)
5	-9,9	-11,0
6	-9,9	-11,0
7	-9,9	-11,5
8	-10,4	-12,0
9	-9,9	-11,5
10	-9,9	-11,0
11	-10,6	-11,0
15	-10,9	-11,0

### 1.2.5 Rainfall and Wind

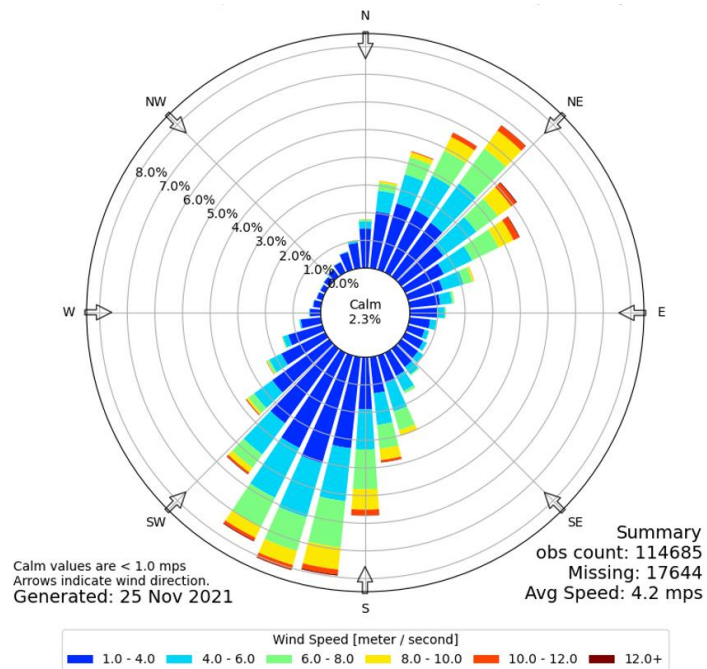
Extensive historical rainfall data and design rainfall figures are available from eThekweni Municipality. The average monthly rainfall in Durban is summarized in Table 3 below.

**Table 3: Average monthly rainfall in Durban**

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Annual
<b>Average Precipitation (mm)</b>	39	62	73	9	10	102	134	113	126	73	59	28	828
<b>Number of Wet Days</b>	3	4	6	10	11	12	11	9	9	7	4	3	89

The predominant wind directions in Durban are South-westerly and North-easterly. The wind rose in Figure 3 provides a summary of the wind speed and direction at King Shaka International Airport since May 2010.





**Figure 3: Summary of wind data for KSIA**

## 1.3 Description of Existing Berths

### 1.3.1 Summary of Berths

The existing berths at Maydon Wharf 5 to 11 and 15 comprise various structural arrangements and vary in age and condition. A summary of the existing structures is provided in the Table 4 below.

**Table 4: Summary of Maydon Wharf berth structures (Berths 5-11 & 15)**

Berth	Berth Bollard Numbers	Structure Type	Year of construction (estimate)	Designer	Contractor	Design depth [mCD Port]	Surveyed depth [mCD]	Condition
5	41 - 52	Deck on piles (wharf)	1964	Christiani & Nielson (S.A.)	Christiani & Nielson (S.A.)	-9,9	-11	Slight corrosion and spalling. Settlement of slope.
6	52 - 61	Deck on piles (wharf)	1964	Christiani & Nielson (S.A.)	Christiani & Nielson (S.A.)	-9,9	-11	Slight corrosion and spalling. Settlement of slope.
7	61 - 75	Deck on piles (wharf)	1961 - 63	Christiani & Nielson (S.A.)	Christiani & Nielson (S.A.)	-9,9	-11,5	Slight corrosion and spalling. Settlement of slope.
8	75 - 86	Deck on piles (wharf)	1985	Van Niekerk, Klein & Edwards (VKE)	Grinaker Construction (Natal)	-10,4	-12	Good condition. Damage mostly related to settlement. Extensive damage to cut-of wall noticed
9	86 - 96	Deck on piles (wharf)	1965 - 66	Michal S. Zakrzewski & Partners	Grinaker Construction (Natal)	-9,9	-11,5	Moderate corrosion and spalling. Slope settlement
10	96 - 107	Deck on piles (wharf)	1964 - 67	Michal S. Zakrzewski & Partners	McLaren & Eger	-9,9	-11	Moderate corrosion and spalling. Slope settlement
11	107 - 116	Deck on piles (wharf)	1940 (dolphins), 1957 - 59 (deck on piles)	Christiani & Nielson (S.A.)	Christiani & Nielson (S.A.)	-10,6	-11	Severe corrosion and spalling. Slope settlement
15	159 - 172	Concrete block wall	1923 -25	S.A.R & H Harbour Engineer (Durban)	unknown	-10,9	-11	Good condition, with local damage

**1.3.2 Details of Berth 5, 6, 7, 9 & 10**

Berths 5,6,7,9 & 10 all have similar structural characteristics. These berths were all built between 1961 and 1967 and have the following structural features:

- Large, prestressed post tensioned beams orthogonal to cope line at 3.048 m centres (10 feet).
- Beams supported along cope on single large front vertical pile.

- At the rear, the beam is typically supported on cluster of three raked piles, however at some berths on large single pile (similar to front).
- The deck at Berth 5 consists of precast panels between with in-situ cast deck on top.
- The cope typically consists of precast down-stand panels.
- All these structures were built in the mid-sixties, thus possibly explaining similarity in concept and design.
- Along all of these structures there are remnants of earlier structures (cut off piles).

### **1.3.3 Details of Berth 8**

Built in 1985, Berth 8 is a more recent structure and appears purpose built to carry an overhead heavy concrete gantry, conveyor and ship-(un)loader. The main structural features being:

- Longitudinally orientated very large, wide and heavy in-situ cast beam front and rear.
- The front longitudinal beam incorporates a down-stand cope.
- The front longitudinal beam is supported on large diameter vertical piles. The pile location alternates from one side to the other under the wide beam.
- The rear longitudinal beam is supported on large raked piles. The pile location alternates from one side to the other under the wide beam at opposing rake.
- Between the front and rear longitudinal beams, secondary precast beams are cast in orthogonally to the longitudinal beams.
- On top of secondary beams are precast panels with in-situ cast topside deck.

### **1.3.4 Details of Berth 11**

Completed in 1959, Berth 11 is the oldest of the Maydon Wharf deck on pile structures and consists of a relieving type deck on pile structure. The concrete deck is overlain with ground fill thereby adding mass to obviate the raked piles experiencing negative skin friction when the structure is loaded laterally. The deck is stiffened with upstand beams typically over the pile locations. The deck is supported by extensive piles; front and back are vertical piles whereas two rows of raked pile pairs support the central portion of the deck. The cope is stiffened by a down-stand beam.

### **1.3.5 Details of Berth 15**

Completed in 1925, Berth 15 is a block wall gravity type structure, there is very little available information on Berth 15. Berth 15 is the oldest structure at Maydon Wharf and consists of large mass concrete blocks stacked on top of each other to form a vertical quay wall. Block walls are typically a very robust form of construction subject to suitable and stable founding conditions.

## **1.4 Description of Maydon Wharf Precinct**

### **1.4.1 General Overview**

Maydon Wharf precinct, with 15 berths, is a multipurpose terminal in the Port of Durban which covers 120 hectares of port land and handles over 7 million tons of cargo per year. The cargo types vary significantly, but most of the cargo is bulk or break-bulk cargo.

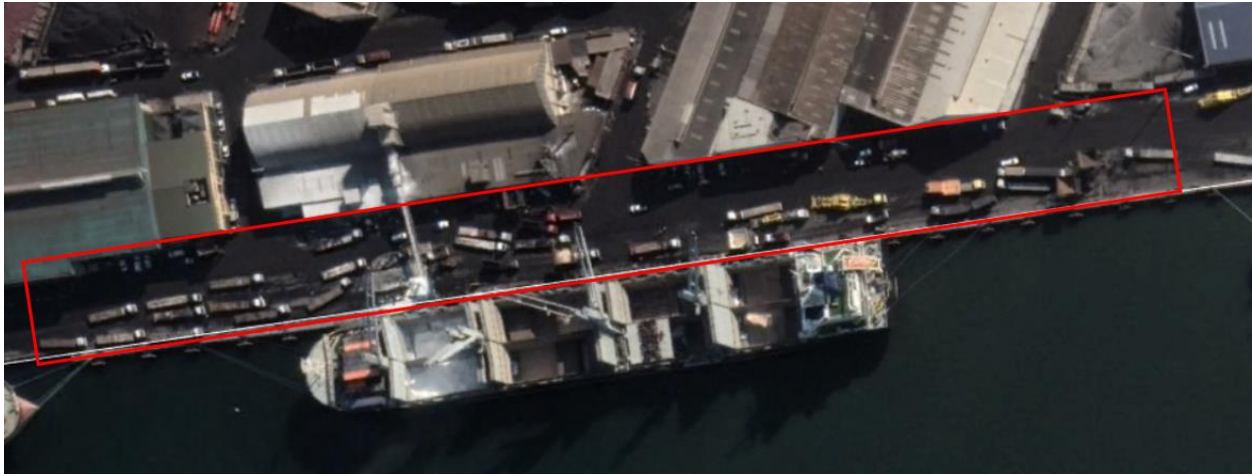
The majority of the land and warehousing in the precinct is leased from Transnet and operated by private companies. Access to the quayside and back of quay area is controlled by port security. This area is often congested with equipment, freight and vehicles.

### **1.4.2 Terminal Operating Conditions**

The *Works* will be executed in a fully operational environment. Any landside works will need to be executed in a fully operational terminal taking into consideration all freight handling equipment, terminal traffic, and general operations. The water areas will have ongoing commercial shipping traffic for the entire duration of the contract. The *Consultant* will need to schedule and execute any landside *Works* around the existing terminal operations. All such plans will be approved by the Project Manager (and any effected parties) prior to commencing works.

The quayside is accessed via a long, narrow back of quay area that separates the berth from the warehousing and storage areas. This narrow strip quickly becomes congested when vessels are loading/unloading. Figure 4 provides an example of the back of quay congestion that is experienced in Maydon Wharf.





**Figure 4: Congestion in narrow back of quay area**

The berths have high occupancy rates, as a result, waterside access to the berths is infrequent and for short periods of time. During the Concept and Pre-feasibility study it was rare for a berth to be unoccupied for more than 24 hours. Any *Works* that requires access to the water areas will need to be scheduled well in advance with the Harbour Master. The Consultant will comply with any instruction issued by the Harbour Master. All such scheduling and communication with the Harbour Master will be via the office of the *Project Manager*. The *Consultant* will be given access to the Harbour Masters' berth planning and scheduling information.

The *Consultant* shall be deemed to have allowed in their tender for any additional costs and time required to work under the abovementioned conditions.

Prospective *Consultants* shall attend the site inspection and acquaint themselves with the nature of the *Works*, the condition under which the work is to be performed, the access to the site, any limitations and with all general matters that may influence or affect the contractor.