
Transnet National Ports Authority

an Operating Division of **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR PROPOSAL (RFP)

FOR THE: PROVISION OF A PROFESSIONAL SERVICE PROVIDER TO UNDERTAKE A PREFEASIBILITY STUDY FOR THE SA NAVY RELOCATION PROJECT FROM DURBAN TO RICHARDS BAY FOR A PERIOD OF NINE (9) MONTHS

RFP NUMBER	: TNPA/2023/07/0018/37406/RFP
ISSUE DATE	: 28 SEPTEMBER 2023
CLOSING DATE	: 13 OCTOBER 2023
CLOSING TIME	: 12h00pm
TENDER VALIDITY PERIOD	: 12 WEEKS FROM CLOSING DATE

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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].

DESCRIPTION	PROVISION OF A PROFESSIONAL SERVICE PROVIDER TO UNDERTAKE A PREFEASIBILITY STUDY FOR THE SA NAVY RELOCATION PROJECT FROM DURBAN TO RICHARDS BAY FOR A PERIOD OF NINE (9) MONTHS
TENDER DOWNLOADING	This Tender may be downloaded directly from the National Treasury eTender Publication Portal at www.etenders.gov.za and the Transnet website at https://transnetetenders.azurewebsites.net (please use Google Chrome to access Transnet link) FREE OF CHARGE.
CLOSING DATE	12:00pm on 13 October 2023 Tenderers must ensure that tenders are uploaded timeously onto the system. If a tender is late, it will not be accepted for consideration.

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 onto 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 on [T2.2- 13], [**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

Tenderers 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 NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2023/07/0018/37406/RFP

DESCRIPTION OF THE SERVICES: FOR THE PROVISION OF A PROFESSIONAL SERVICE PROVIDER TO UNDERTAKE A PREFEASIBILITY STUDY FOR THE SA NAVY RELOCATION PROJECT FROM DURBAN TO RICHARDS BAY FOR A PERIOD OF NINE (9) MONTHS

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

T1.2 TENDER DATA

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

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

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

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

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

Name:	Buhle Cetywa
Address:	237 Mahatma Gandhi Road, Durban, 4001
Tel No.	031 361 8589
E – mail	Buhle.cetywa@transnet.net

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

1. Stage One - 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 **70** points.

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

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

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:	<p>The tender documents must be uploaded with:</p> <ul style="list-style-type: none"> ▪ Name of Tenderer: ▪ Contact person and details: ▪ The Tender Number: TNPA/2023/07/0018/37406/RFP ▪ The Tender Description: Provision of a professional service provider to undertake a prefeasibility study for the SA Navy relocation project from Durban to Richards Bay for a period of nine (9) months
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Documents must be marked for the attention of: **Employer's Agent:**

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

C.2.15 The closing time for submission of tender offers is:
Time: **12:00pm** on the **13 October 2023**
Location: The Transnet e-Tender Submission Portal: (<https://transnetetenders.azurewebsites.net>)

NO LATE TENDERS WILL BE ACCEPTED

C.2.16 The tender offer validity period is **12 weeks** after the closing date. Tenderers are to note that they may be requested to extend the validity period of their tender, on the same terms and conditions, if

Transnet's internal evaluation and governance approval processes has not been finalised within the validity period.

- C.2.23 The tenderer is required to submit with his tender:
1. A valid Tax Clearance Certificate issued by the South African Revenue Services. **Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status.**
 2. A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a **sworn affidavit** confirming annual turnover and level of black ownership in 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;

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

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

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

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

Functionality Criteria

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

(Please see CIDB Compiler guidance note T1.2 – Tender Data).

Technical Evaluation				
The following technical evaluation will form the basis of evaluating all tenders and failure to comply will result in the elimination of the tender				
Item	Criteria	Required Information	Sub-Criteria/ Compliance Measure	Max scores
1	Company Experience	1.1 Company Experience Traceable References Tenderer must submit a list, traceable reference letters with experience in conducting Feasibility studies and must contain: (1) The description of the project (2) Client Company name, (3) Client contact details (email and telephone)	0= No Reference letter and completion certificate submitted 40= Tenderer has submitted three (3) reference letters and completion certificates for completed projects in the last 7 years that are relevant to the scope of work	30

		(4) Start and finish dates of the project.	70= Tenderer has submitted four (4) to five (5) reference letters and completion certificates for completed projects in the last 7 years that are relevant to the scope of work	
			90= Tenderer has submitted six (6) reference letters and completion certificates for completed projects in the last 7 years that are relevant to the scope of work	
			100= Tenderer has submitted seven (7) and more reference letters and completion certificates for completed projects in the last 7 years that are relevant to the scope of work	

2	Key personnel	2.1 Key personnel Tenderer to submit CVs with contactable references indicating 4 years' and below the experience of the key personnel as per the role descriptions in the organizational structure for Feasibility Studies. <ul style="list-style-type: none"> • CV of the Team Leader with BSc/BTech in the Engineering/Architectural field • CV of Senior Project Manager • CV of Lead Transaction Advisor • CV of Marine Engineer 	0= Team Leader/Supervisor: Less than 2 years' experience in the engineering field Senior Project Manager: Less than 2 years' experience in the Architecture field Lead Transaction Advisor: Less than 2 years' experience in PPP/PSF transactions Engineers: Less than 2 years' experience in engineering	30
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		<ul style="list-style-type: none"> • CV of Civil Engineer • CV of Structural Engineer • CV of Mechanical Engineer • CV of Electrical Engineer • CV of Architect 	<p>design for the selected disciplines</p> <p>40= Team Leader/Supervisor: 5 to 6 years' management/supervisory experience in the engineering field</p> <p>Senior Project Manager: 3 to 4 years' experience in the engineering field</p> <p>Architect: 3 to 4 years' experience in the Architecture field</p> <p>Lead Transaction Advisor: 3 to 4 years' experience in PPP/PSP transactions</p> <p>Engineers: 3 to 4 years' experience in engineering design for the selected disciplines</p> <p>70= Team Leader/Supervisor: 7 years' management/supervisory experience in the engineering field</p> <p>Senior Project Manager: 5 years' experience in the engineering field</p> <p>Architect: 5 years' experience in the Architecture field</p> <p>Lead Transaction Advisor: 5 years'</p>	
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			<p>experience in PPP/PSP transactions</p> <p>Engineers: 5 years experience in engineering design for the selected disciplines</p> <p>90= Team</p> <p>Leader/Supervisor: 8 to 9 years' management/supervisory experience in the engineering field</p> <p>Senior Project Manager: 6 to 7 years' experience in the engineering field</p> <p>Architect: 6 to 7 years' experience in the Architecture field</p> <p>Lead Transaction Advisor: 6 to 7 years experience in PPP/PSP transactions</p> <p>Engineers: 6 to 7 years' experience in engineering design for the selected disciplines</p> <p>100=Team</p> <p>Leader/Supervisor: 10 years and more management/supervisory experience in the engineering field</p> <p>Senior Project Manager: 8 years and more experience in the engineering field</p>	
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			<p>Architect: 8 years and more experience in the Architecture field</p> <p>Lead Transaction Advisor: 8 years and more experience in PPP/PSF transactions</p> <p>Engineers: 8 years and more experience in engineering design for the selected disciplines</p>	
3	Approach Paper	<p>Approach paper which responds to the Scope of Services, scope of work & addenda outlines proposed approach/methodology including that relating but not limited to programme, method statement technical approach & an understanding of the project objective. The approach paper should articulate what the Tenderer will provide in achieving the stated objectives for the project & demonstrate the alignment to key persons & organogram to exhibit clear understanding of the project.</p>	<p>0= The Tenderer has submitted no information or inadequate information to determine a score.</p> <p>40= The approach is generic and not tailored to address the specific project objectives and requirements. The approach does not adequately deal with the critical characteristics of the project. The approach to managing risk is too generic.</p> <p>70= The approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The approach to managing risk etc. is specifically tailored to the</p>	20



				critical	
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			<p>characteristics of the project.</p> <p>90= The approach is specific and innovative tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The approach/programme managing risk etc. is specifically tailored to the critical characteristics of the project. Supported by sample of quality controls.</p> <p>100= Besides meeting the "90" 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 ways to improve the project outcomes and the quality of the outputs.</p>	
4	Organisational Structure & Supporting Staff	<p>2.1 Organisational Structure & Supporting Staff</p> <p>An organisation chart showing the proposed project team (including the key people you have identified in the Contract Data Part two, in addition to the minimum required</p>	<p>0= Resource Description: 0 to 2 years' experience in the field of expertise</p> <p>40= Resource Description: 3 to 4 years' experience in the field of expertise</p> <p>70= Resource Description: 5 to 6 years'</p>	10

		<p>key people stated in the Works Information).</p> <p>Resources shall include:</p> <ul style="list-style-type: none"> • Quantity Surveyor • Planner • Environmental Officer • Health & Safety Agent • Document Controller 	<p>experience in the field of expertise</p> <p>90= Resource Description: 7 to 8 years' experience in the field of expertise</p> <p>100= Resource Description: More than 8 years' experience in the field of expertise</p>	
5	Programme	<p>Programme Schedule</p> <p>Tenderer has provided a detailed Gantt chart programme showing but not limited to the following:</p> <ul style="list-style-type: none"> ▪ Ability to execute the works in terms of the Employer's requirements 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 in a logical sequence. 	<p>0= Tenderer has submitted no information to determine a score.</p> <p>40= 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.</p> <p>70= The tenderer has addressed all date requirements correctly, however, still has minor errors and omissions in the logic and sequencing, but adequately dealt with the overall project execution. Duration: 9 months</p>	10

				<p>90= The tenderer has addressed all date requirements correctly and submission contains logic and sequencing which is accurate and renders the submission realistic and achievable.</p> <p>Duration: 6 to 8 months</p>	
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			100= Besides meeting the above "80" rating, the important issues are approached in an innovative and efficient way. Duration: 6 months	
		TOTAL WEIGHT		100
		MINIMUM THRESHOLD		70

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

- T2.2-01 Programme
- T2.2-02 Management & CVs of Key Persons
- T2.2-03 Company Previous Experience
- T2.2-04 Organisation Structure and supporting staff
- T2.2-05 Approach Paper

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

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

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

- C.3.11. Only tenders that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the 80/20 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 BBBEE 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 tenderer's scorecard components at any stage from the date of close of the tenders until completion of the contract.

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

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

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

T.2.2-01: Evaluation Schedule - Programme

Note to tenderers:

Programme

Please provide your proposed detailed Gantt chart programme showing but not limited to the following:

- Ability to execute the works in terms of the Employer's requirements within the required timeframe indicating, in a logical sequence, the order and timing of the activities that will take place in order to provide the works in a logical sequence.
- The main activities for the assignment, their content and duration.
- Phasing and interrelations
- Milestones including interim approvals by the Project Manager and/or the Employer
- Delivery dates of all key deliverables

The tenderer shall provide **a Level 4 programme (activity-based schedule to monitor activities)** 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 activities 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 tenderer indicates how he plans in achieving the following dates and clearly demonstrates them on the schedule.
- 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.
- The Programme must clearly support and demonstrate alignment to the Approach Paper. 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 10 Points				
	Ability to execute the works in terms of the Employer's requirements and within the required timeframe/duration indicating, in a logical sequence, the order and timing of the activities that will take place 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.	The Programme must clearly demonstrate adequate provisions for Time Risk Allowance (TRA). TimeRisk Allowances are not float, are owned by the Tenderer, can be included in the activity duration, and illustrated in the schedule.	The Programme must clearly support and demonstrate alignment to the approach paper as contained under. 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.
	3	5	1	1
Score 0	The Tenderer has submitted no information to determine a score.	<ul style="list-style-type: none"> The Tenderer has submitted no information to determine a score. Duration: 12 months 	The Tenderer has submitted no information to determine a score.	The Tenderer has submitted no information to determine a score.
Score 40	<ul style="list-style-type: none"> 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 	<ul style="list-style-type: none"> The tenderer has addressed more than half but not all the date requirements however, the submission still has critical logic and sequencing errors which 	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	Critical errors and or omissions in alignment between programme and approach paper. The basis of schedule documentation contains critical errors and as such



	critical aspects of the project/ Work Breakdown Structure element in question as a subset of the overall project.	renders it unrealistic /unachievable. ▪ Duration: 6 to 8 months	components of the scope which are known to be subject to uncertainty.	does not fully support the programme model.
Score 70	<ul style="list-style-type: none"> ▪ The Programme must be in Microsoft Project/ Primavera software. ▪ The overall programme/ WBS element in question addresses specific project objectives. ▪ 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; ▪ The programme/WBS element in question is not adequately predictive in that it contains minor errors or omissions in critical path/s. 	<ul style="list-style-type: none"> ▪ The tenderer has addressed all date requirements correctly, however, still has minor errors and omissions in the logic and sequencing, but adequately dealt with the overall project execution. ▪ Duration: 9 months 	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.	<p>Minor errors and or omissions in alignment between programme and 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>

	<ul style="list-style-type: none"> ▪ Activity duration estimates demonstrate the fact that the programme does not present an accurate model of project risk. ▪ The programme/WBS element adequately demonstrates the sequence, methodology, resource allocations, and underlying approach to provision of the works, in line with the requirements of the Works Information as such adequately deals with the critical characteristics of overall project execution. ▪ The programme does not demonstrate the tenderer's understanding of the critical success factors and risks associated with provision of the works. 			
Score 90	<ul style="list-style-type: none"> ▪ The Programme must be in Microsoft Project/ Primavera software. 	<ul style="list-style-type: none"> ▪ The tenderer has addressed all date requirements correctly and submission contains logic and sequencing which is accurate and 	The tenderer has demonstrated adequate provision for Time Risk Allowance (TRA) i.e., TRA in sufficient quantities, correctly assigned to	Programme and approach paper are fully aligned, and submission contains no critical errors or omissions. The basis of schedule documentation



	<ul style="list-style-type: none"> ▪ The overall programme/ WBS element in question addresses specific project objectives. ▪ 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; ▪ The programme/WBS element in question is transparent in the demonstration of its basis; ▪ The programme/WBS element in question is predictive in that it provides meaningful critical path/s and an accurate/realistic model of project risk, the latter as demonstrated in activity duration estimates; ▪ The programme/WBS element in question contains logic that is horizontally and vertically traceable; 	<ul style="list-style-type: none"> ▪ renders the submission realistic and achievable. ▪ Duration: 8 months 	specific activities and/or critical components of the scope which are known to be subject to uncertainty.	contains sufficient detail, no critical errors, or omissions and as such fully supports the programme model.
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	<ul style="list-style-type: none"> ▪ The programme/WBS element in question is usable, as it allows for effective management decision making and action. ▪ The programme/WBS element adequately demonstrates the sequence, methodology, resource allocations, critical success factors, risks, and underlying approach to provision of the works, in line with the requirements of the Works Information as such adequately deals with the critical characteristics of overall project execution. 			
Score 100	Besides meeting the above "80" rating, the important issues are approached in an innovative and efficient way.	<ul style="list-style-type: none"> ▪ Besides meeting the above "80" rating, the important issues are approached in an innovative and efficient way. ▪ Duration: 6 to 7 months 	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.

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

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

T2.2-02: Evaluation Schedule: Management & CVs of Key Persons

Please describe the management arrangements for the works and the tenderer is to take note that evaluation of this schedule will be referred to T2.2.-04 Proposed Organisation and Staffing, therefore information submitted in both schedules should match.

Comprehensive CVs should be attached to this schedule:

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

1. Use the **attached CV template attached below**
2. Personal particulars;
3. Qualifications (degrees, grades of membership of professional societies and Professional registrations, **all these certificates are to be attached**);
4. Skills;
5. Name of current employer and position;
6. Overview of post graduate experience (year, organisation, position and responsibilities); and
7. Outline of recent assignments / detailed experience that has a bearing on the scope of work.
8. The Port infrastructure represent scope from the quay wall to landside infrastructure and the marine scope represent waterside (dredging and reclamation).

The tenderer must be able to demonstrate that personnel have sufficient knowledge, experience and qualifications to provide the required service.

Submit the following documents as a minimum with your tender document:

1. Details of the experience of the staff who will be employed for a scope of services:
2. Resources should include:

Key People	Names
Team Leader	
Senior Project Manager	
Architect	
Marine Engineer	
Civil Engineer	
Structural Engineer	
Mechanical Engineer	
Electrical Engineer	
Lead Transaction Advisor	

No.	Resource description	Minimum Requirements
Key Management and CV's		
1	1x Team Leader/Supervisor	BTech or bachelor's degree Engineering qualification <ul style="list-style-type: none"> 7 years' experience on similar type of infrastructure projects within the built environment Professional Registration with a ECSA or any internationally equivalent regulative professional body
2	1x Senior Project Manager	BTech or bachelor's degree in a relevant Engineering discipline with Project Management qualification. <ul style="list-style-type: none"> 5 years' experience on similar type of infrastructure projects within the built environment Professional Project Management Registration with PMI/SACPCMP or any internationally recognised professional body
3	1x Architect	BTech or bachelor's degree Engineering qualification <ul style="list-style-type: none"> 5 years' relevant experience in Architectural experience Professional Registration with South African Council for Architectural Profession (SACAP) or any internationally recognised equivalent regulative professional body
4	5x Engineers	BTech or bachelor's degree Engineering qualification <ul style="list-style-type: none"> 5 years' experience on engineering design for selected discipline Professional Registration with a ECSA or any internationally recognised equivalent regulative professional body
		Marine Engineer <ul style="list-style-type: none"> 5 years' experience in Port engineering infrastructure designs
		Civil Engineer <ul style="list-style-type: none"> 5 years' experience in engineering Civil design

		Structural Engineer	<ul style="list-style-type: none"> 5 years' experience in engineering Structural design
		Mechanical Engineer	<ul style="list-style-type: none"> 5 years' experience in engineering Mechanical design
		Electrical Engineer	<ul style="list-style-type: none"> 5 years' experience in engineering Electrical design
5	Transaction Advisory	Lead Transaction Advisor	<ul style="list-style-type: none"> 5 years' relevant experience in Transaction Advisory services in Public Private Partnerships Professional certification with SAICA, CPA, CFA, CMA, CIA, CA or any internationally recognised equivalent regulative professional body

Total Points 30	10	10	10
Weighting	Relevant years of experience for the following:	Education, training, skills	Professional Registration
10	Team Leader		
05	Senior Project Manager		
05	Lead Transaction Advisor		
10	Marine Engineer		
	Civil Engineer		
	Structural Engineer		
	Mechanical Engineer		
	Electrical Engineer		
	Architect		

Score 0	Team Leader/Supervisor: 4 years and below management/supervisory experience in the engineering field Senior Project Manager: Less than 2 years' experience in the engineering field Architect: Less than 2 years' experience in the Architecture field Lead Transaction Advisor: Less than 2 years' experience in PPP/PSP transactions Engineers: Less than 2 years' experience in engineering design for the selected disciplines	BSc/BTech in the Engineering/Architectural field For TA - Bachelor's degree in Accounting, Finance or other relevant disciplines	Professional Registration with ECSA/SACAP or any internationally recognised equivalent registration Professional certification with CPA, CFA, CMA, CIA, CA or any internationally recognised equivalent registration
Score 40	Team Leader/Supervisor: 5 years to 6 years' management/supervisory experience in the engineering field Senior Project Manager: 3 to 4 years' experience in the engineering field Architect: 3 to 4 years' experience in the Architecture field Lead Transaction Advisor: 3 to 4 years' experience in PPP/PSP transactions Engineers: 3 to 4 years' experience in engineering design for the selected disciplines	BSc/BTech in the Engineering field/Architectural field For TA - Bachelor's degree in Accounting, Finance or other relevant disciplines	Professional Registration with ECSA/SACAP or any internationally recognised equivalent registration Professional certification with CPA, CFA, CMA, CIA, CA or any internationally recognised equivalent registration
Score 70	Team Leader/Supervisor: 7 years' management/supervisory experience in the engineering field Senior Project Manager: 5 years' experience in the engineering field Architect: 5 years' experience in the Architecture field Lead Transaction Advisor: 5 years' experience in PPP/PSP transactions Engineers: 5 years' experience in engineering design for the selected disciplines	BSc/BTech in the Engineering field/Architectural field For TA - Bachelor's degree in Accounting, Finance or other relevant disciplines	Professional Registration with ECSA/SACAP or any internationally recognised equivalent registration Professional certification with CPA, CFA, CMA, CIA, CA or any internationally recognised equivalent registration
Score 90	Team Leader/Supervisor: 8 to 9 years' management/supervisory experience in the engineering field	BSc/BTech in the Engineering field/Architectural field	Professional Registration with ECSA/SACAP or any internationally recognised equivalent registration

	Senior Project Manager: 6 to 7 years' experience in the engineering field Architect: 6 to 7 years' experience in the Architecture field Lead Transaction Advisor: 6 to 7 years' years' experience in PPP/PSP transactions Engineers: 6 to 7 years' experience in engineering design for the selected disciplines	For TA - Bachelor's degree in Accounting, Finance or other relevant disciplines	Professional certification with CPA, CFA, CMA, CIA, CA or any internationally recognised equivalent registration
Score 100	Team Leader/Supervisor: 10 years and more management/supervisory experience in the engineering field Senior Project Manager: 8 years and more experience in the engineering field Architect: 8 years and more experience in the Architecture field Lead Transaction Advisor: 8 years and more experience in PPP/PSP transactions Engineers: 8 years and more experience in engineering design for the selected disciplines	BSc/BTech in the Engineering field/Architectural field For TA - Bachelor's degree in Accounting, Finance or other relevant disciplines	Professional Registration with ECSA/SACAP or any internationally recognised equivalent registration Professional certification with CPA, CFA, CMA, CIA, CA or any internationally recognised equivalent registration

Signed

Date

Name

Position

Tenderer

CV TEMPLATE

1. PERSONAL PARTICULARS

NAME & SURNAME		DATE & PLACE OF BIRTH	
ID NO.		NATIONALITY	

2. EDUCATION AND QUALIFICATIONS

FROM	TO	INSTITUTION	DEGREE OR DIPLOMA OBTAINED

3. MEMBERSHIP OF PROFESSIONAL SOCIETIES

--

4. PROFESSIONAL STATUS

PROFESSIONAL BODY		PROFESSIONAL STATUS	
PROFESSIONAL REG. NO.		POST REGISTRATION EXPERIENCE	
PROFESSIONAL BODY		PROFESSIONAL STATUS	
PROFESSIONAL REG. NO.		POST REGISTRATION EXPERIENCE	

5. KNOWLEDGE SKILLS AND STRENGTHS

--

6. CURRENT EMPLOYER AND POSITION

NAME OF EMPLOYER		YEARS WITH EMPLOYER	
POSITION IN COMPANY		TOTAL YEARS OF EXPERIENCE	

7. OVERVIEW OF POST GRADUATE EXPERIENCE

YEAR	ORGANISATION	POSITION	SUMMARY OF RESPONSIBILITIES

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

***Attached**

- Qualification Certificates
- Professional Registration Certificates

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

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

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

Total Points (30)	Feasibility study projects The tenderer has completed feasibility study projects	Traceable reference letters The tenderer has submitted traceable reference letters indicating the relationship with the client	Certificates of completion The tenderer has submitted certificates of completion
	10	10	10
Score 0	The tenderer has submitted information, or the tenderer has submitted a list of projects with no traceable references or certificates of completion.		
Score 40	The tenderer has successfully completed three (3) feasibility study projects in the last 7 years.	The tenderer has submitted three (3) traceable reference letters.	The tenderer has submitted three (3) certificates of completion.
Score 70	The tenderer has successfully completed four (4) to five (5) feasibility study projects in the last 7 years.	The tenderer has submitted seven four (4) to five (5) traceable reference letters.	The tenderer has submitted four (4) to five (5) certificates of completion.
Score 90	The tenderer has successfully completed six (6) feasibility study projects in the last 7 years.	The tenderer has submitted six (6) traceable reference letters.	The tenderer has submitted six (6) certificates of completion.
Score 100	The tenderer has successfully completed seven (7) and more feasibility study projects in the last 7 years.	The tenderer has submitted seven (7) and more traceable reference letters.	The tenderer has submitted seven (7) and more certificates of completion.

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

Signed

Date

Name

Position

Tenderer

T2.2-04: Organisation Structure and Supporting Staffing – Evaluation Schedule

An organisation chart showing the proposed project team (including the key people you have identified in the Contract Data Part two, in addition to the minimum required key people stated in the 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 scoring of the proposed organization and staffing will be as follows:

1. Resources should include:

Key People	Names
Quantity Surveyor	
Planner	
Environmental Officer	
Health & Safety Agent	
Document Controller	



Total Points 10	3	3	2	2
Weighting	Relevant years of experience for the following (CV):	Education, training, skills (Qualification Certificates)	Organogram	Roles and Responsibilities
Score 0	Resource Description: 0 to 2 years' experience in the field of expertise	Bachelor's degree/NDip qualification in field of expertise	No detailed organogram with proposed key supporting personnel	No Details
Score 40	Resource Description: 3 to 4 years' experience in the field of expertise	Bachelor's degree/NDip qualification in field of expertise	Detailed organogram with proposed key supporting personnel. 1 to 2 additional supporting technical staff	Detailed roles and responsibilities of each key persons/ expert set out as job descriptions.
Score 70	Resource Description: = 5 to 6 years' experience in the field of expertise	Bachelor's degree/NDip qualification in field of expertise	Detailed organogram with proposed key supporting personnel. 3 additional supporting technical staff	Detailed roles and responsibilities of each key persons/ expert set out as job descriptions.
Score 90	Resource Description: 7 to 8 years' experience in the field of expertise	Honours degree/BTech qualification in field of expertise	Detailed organogram with proposed key supporting personnel. 4 additional supporting technical staff, with a minimum of 1x African and 1x female	Detailed roles and responsibilities of each key persons/ expert set out as job descriptions.
Score 100	Resource Description: 8 years and more experience in the field of expertise	Honours degree /BTech qualification in field of expertise	Detailed organogram with proposed key supporting personnel. 5 to 7 additional supporting technical staff, with a minimum of 2x African and 2x female	Detailed roles and responsibilities of each key persons/ expert set out as job descriptions.

Signed

Date

Name

Position

Tenderer

CV TEMPLATE

1. PERSONAL PARTICULARS

NAME & SURNAME		DATE & PLACE OF BIRTH	
ID NO.		NATIONALITY	

2. EDUCATION AND QUALIFICATIONS

FROM	TO	INSTITUTION	DEGREE OR DIPLOMA OBTAINED

3. MEMBERSHIP OF PROFESSIONAL SOCIETIES

--

4. PROFESSIONAL STATUS

PROFESSIONAL BODY		PROFESSIONAL STATUS	
PROFESSIONAL REG. NO.		POST REGISTRATION EXPERIENCE	
PROFESSIONAL BODY		PROFESSIONAL STATUS	
PROFESSIONAL REG. NO.		POST REGISTRATION EXPERIENCE	

5. KNOWLEDGE SKILLS AND STRENGTHS

--

6. CURRENT EMPLOYER AND POSITION

NAME OF EMPLOYER		YEARS WITH EMPLOYER	
POSITION IN COMPANY		TOTAL YEARS OF EXPERIENCE	

7. OVERVIEW OF POST GRADUATE EXPERIENCE

YEAR	ORGANISATION	POSITION	SUMMARY OF RESPONSIBILITIES



8. OUTLINE OF RECENT ASSIGNMENTS RELEVANT TO SCOPE OF WORK

CLIENT, CONTACT PERSON, CONTACT DETAILS	PROJECT DESCRIPTION	VALUE OF PROJECT	POSITION HELD	PROJECT STATUS

***Attached**

- Qualification Certificates
- Professional Registration Certificates

T2.2-05: Evaluation Schedule - Approach Paper

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

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 and indicate how risks will be managed.

The Approach Paper should cover:

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

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

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

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

The tenderer must attach their Approach Paper to this page.

The scoring of the approach paper will be as follows:

			Approach is clearly articulated and based on the Works Information	Demonstrates a clear understanding of the project objectives
			Points 20	10
Elements:	Weight	Score		
Outline of proposed approach	10%	0	The Tenderer has submitted no information or inadequate information to determine a score.	
Prefeasibility design development and links to Specialist Studies	20%	40	The approach/is generic and not tailored to address the specific project objectives and requirements. The approach does not adequately deal with the critical characteristics of the project. The approach to managing risk is too generic.	
Design Reviewing process	10%	70	The approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The approach to managing risk etc. is specifically tailored to the critical characteristics of the project.	
Resource matrix	10%	90	The approach is specific and innovatively tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The approach to managing risk etc. is specifically tailored to the critical characteristics of the project. Supported by sample of quality controls.	
Management tools and system	15%			
Works Information (design philosophy)	20%			
Detailed method statement	15%	100	Besides meeting the "90" 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/programme details ways to improve the project outcomes and the quality of the outputs.	

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

Signed

Date

Name

Position

Tenderer

T2.2-06: 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 authorized 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

T2.2-07: Record of Addenda to Tender Documents

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

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

Attach additional pages if more space is required.

T2.2-08 Letter/s of Good Standing with the Workmen's Compensation Fund

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

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

Name of Company/Members of Joint Venture:

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

T2.2-09 Proposed Sub Consultants:

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

Provide information of the Sub-consultants below:

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

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

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

T2.2-10 : ANNEX G Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

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

Section 1: Name of enterprise: _____

Section 2: VAT registration number, if any: _____

Section 3: CIDB registration number, if any: _____

Section 4: CSD number: _____

Section 5: Particulars of sole proprietors and partners in partnerships

Name	Identity number	Personal income tax number

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

Section 6: Particulars of companies and close corporations

Company registration number _____

Close corporation number _____

Tax reference number: _____

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

Section 8: The attached SBD 6 must be completed for each tender and be attached as a requirement.

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

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

Signed

Date

Name

Position

Enterprise
name

SBD 6.1

PREFERENCE POINTS CLAIM FORM

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 The value of this bid is estimated to not exceed R50 000 000 (all taxes included) and therefore the 80/20 preference point system shall be applicable. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.
- 1.3 Preference points for this bid shall be awarded for:
- (a) Price;
 - (b) B-BBEE Status Level of Contribution; and
 - (c) Any other specific goal determined in the Transnet preferential procurement policy
- 1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION Level 1 or 2 [10] 30% BLACK WOMEN OWNED ENTITIES [10]	20
Total points for Price and B-BBEE must not exceed	100

- 1.5 Failure on the part of a bidder to submit proof of evidence required for any of the specific goals together with the bid will be interpreted to mean that preference points for that specific goal are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the supply/provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents
- (h) **"Price"** includes all applicable taxes less all unconditional discounts.
- (i) **"Proof of B-BBEE Status Level of Contributor"**
 - i) the B-BBEE status level certificate issued by an authorised body or person;
 - ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
 - iii) any other requirement prescribed in terms of the B-BBEE Act.
- (j) **"QSE"** means a Qualifying Small Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (k) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.
- (l) **"Specific goals"** means targeted advancement areas or categories of persons or groups either previously disadvantaged or falling within the scope of the Reconstruction and Development Programme identified by Transnet to be given preference in allocation of procurement contracts in line with section 2(1) of the PPPFA.

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

A maximum of 80 points is allocated for price on the following basis:
80/20

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

Where

- P_s = Points scored for comparative price of bid under consideration
- P_t = Comparative price of bid under consideration
- P_{\min} = Comparative price of lowest acceptable bid

4. EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS

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

Specific Goals	Acceptable Evidence
B-BBEE Status contributor	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
30% Black Women Owned Entities	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline

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

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

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

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

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

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

5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contribution: 1 or 2 = (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	
-----	--	----	--

[illegible]

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.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>	<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p>
--	---

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest² in the enterprise, employed by the state? **YES/NO**
- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of institution	State

² the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

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

2.2.1 If so, furnish particulars:

.....

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

YES/NO

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

T2.2-11 NON-DISCLOSURE AGREEMENT

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

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

TRANSNET SOC LTD

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

T2.2-12: TENDER DECLARATION FORM

NAME OF COMPANY: _____

We _____ do hereby certify that:

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

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

Indicate nature of relationship with Transnet:

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

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

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

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

IMPORTANT NOTICE TO RESPONDENTS

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

T2.2-13: 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 misdemeanors, e.g. traffic offences.

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

NATURE OF BREACH:

DATE OF BREACH: _____

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

Signed on this _____ day of _____ 20_____

SIGNATURE OF TENDERER

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

NAME OF TENDERING ENTITY:

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

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

Signed on this _____ day of _____ 20_____

SIGNATURE OF TENDERER

T2.2-15 Service Provider Integrity Pact

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

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

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

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

PREAMBLE

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

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

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

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

1 OBJECTIVES

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

2 COMMITMENTS OF TRANSNET

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

- 2.1 Transnet hereby undertakes that no employee of Transnet connected directly or indirectly with the sourcing event and ensuing contract, will demand, take a promise for or accept directly or through intermediaries any bribe, consideration, gift, reward, favor 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, favor, 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/personas well.
- 6.6 A Service Provider or Contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.

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

7 PREVIOUS TRANSGRESSIONS

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

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

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

8 SANCTIONS FOR VIOLATIONS

8.1 Transnet shall also take all or any one of the following actions, wherever required to:

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

9 CONFLICTS OF INTEREST

9.1 A conflict of interest includes, inter alia, a situation in which:

- a) A Transnet employee has a personal financial interest in a tendering / supplying entity; and
- b) A Transnet employee has private interests or personal considerations or has an affiliation or a relationship which affects, or may affect, or may be perceived to affect his / her judgment in action in the best interest of Transnet or could affect the employee's motivations for acting in a particular manner, or which could result in, or be perceived as favouritism or nepotism.

9.2 A Transnet employee uses his / her position, or privileges or information obtained while acting in the capacity as an employee for:

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

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

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

10 DISPUTE RESOLUTION

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

11 GENERAL

- 11.1 This Integrity Pact is governed by and interpreted in accordance with the laws of the Republic of South Africa.
- 11.2 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the law relating to any civil or criminal proceedings.
- 11.3 The validity of this Integrity Pact shall cover all the tendering processes and will be valid for an indefinite period unless cancelled by either Party.

11.4 Should one or several provisions of this Integrity Pact turn out to be invalid the remainder of this Integrity Pact remains valid.

11.5 Should a Tenderer/Service Provider/Contractor be confronted with dishonest, fraudulent or corruptive behaviour of one or more Transnet employees, Transnet expects its Tenderer/Service Provider/Contractor to report this behaviour directly to a senior Transnet official/employee or alternatively by using Transnet's "Tip-Off Anonymous" hotline number 0800 003 056, whereby your confidentiality is guaranteed.

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

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

Signature

Date

T2.2-16 : Supplier Code of Conduct

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

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

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

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

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

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

- Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with, and payments to, our suppliers.
- Employees must not accept or request money or anything of value, directly or indirectly, from suppliers.
- Employees may not receive anything that is calculated to:
 - Illegally influence their judgement or conduct or to ensure the desired outcome of a sourcing activity;
 - Win or retain business or to influence any act or decision of any person involved in sourcing decisions; or
 - Gain an improper advantage.

- There may be times when a supplier is confronted with fraudulent or corrupt behavior 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

T2.2-17 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")

1. PREAMBLE AND INTRODUCTION

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

2. PROTECTION OF PERSONAL INFORMATION

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



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

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

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



YES		NO	
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2.13. Further, the Operator acknowledges that it will be held liable by Transnet should it fail to process personal information in line with the requirements of the POPIA. The Operator will be subject to any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that Transnet submitted to it.

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

3. **SOLE AGREEMENT**

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

Signed at _____ on this _____ day of _____ 2021

Name: _____

Title: _____

Signature: _____

.....

(Operator)

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

AS WITNESSES:

1. Name: _____ Signature: _____

2. Name: _____ Signature: _____

T2.2-18: Forecast Rate of Invoicing

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

Index of documentation attached to this schedule:

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T2.2-19: Three (3) years audited financial statements.

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

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

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C1.2 Contract Data

Part one - Data provided by the *Employer*.

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
	dispute resolution Option	<p>A: Priced contract with activity schedule</p> <p>W1: Dispute resolution procedure</p> <p>X2: Changes in the law</p> <p>X7: Delay damages</p> <p>X10: <i>Employer's Agent</i></p> <p>X11: Termination by the <i>Employer</i></p> <p>X12: Partnering</p> <p>Z: <i>Additional conditions of contract</i></p>
	of the NEC3 Professional Services Contract (June 2005) (amended June 2006 and April 2013)	
10.1	The <i>Employer</i> is (Name):	Transnet SOC Ltd
	Address	<p>Registered address:</p> <p>Transnet Corporate Centre 138 Eloff Street Braamfontein Johannesburg 2000</p>
	Having elected its Contractual Address for the purposes of this contract as:	<p>Transnet National Ports Authority Queen's Warehouse 237 Mahatma Gandhi Road Durban 4001</p>
11.2(9)	The <i>services</i> are	For the appointment of a Service Provider to undertake the SA Navy Relocation Prefeasibility Study for a period of nine (9) months.

11.2(10) The following matters will be included in the Risk Register

- Short turnaround times provided to bidders.
- Shortage of suitably skilled resources within the Service Provider team
- Costs reduction
- Long Process Cycle

11.2(11)	The Scope is in	Part C3.1: The Scope of the Contract Document
12.2	The <i>law of the contract</i> is the law of	The Republic of South Africa subject to the jurisdiction of the Courts of South Africa.
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	2 (two) weeks
13.6	The <i>period for retention</i> is	5 (five) years following Completion or earlier termination.

2 The Parties' main responsibilities

25.2	The <i>Employer</i> provides access to the following persons, places and things	access to	access date
		1 Port of Durban	TBC
		2 Port of Richards Bay	TBC
		3 Land parcels at Richards Bay	TBC

3 Time

31.2	The <i>starting date</i> is	15 November 2023		
11.2(3)	The <i>completion date</i> for the whole of the <i>services</i> is	14 August 2024		
11.2(6)	The <i>key dates</i> and the <i>conditions</i> to be met are:	Condition to be met		key date
		1	Produce engineering designs	TBC
		2	Conduct geotechnical investigations	TBC
		3	Present prefeasibility report	TBC
31.1	The <i>tenderer t</i> is to submit a first programme for acceptance within	2 (two) weeks of the Contract Date.		
32.2	The <i>tenderer</i> submits revised programmes at intervals no longer than	2 (two) weeks.		
4	Quality			
40.2	The quality policy statement and quality plan are provided within	2 (two) weeks of the Contract Date.		

4 Quality

40.2	The quality policy statement and quality plan are provided within	2 (two) weeks of the Contract Date.
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41.1	The <i>defects date</i> is	Not Applicable	
5	Payment		
50.1	The <i>assessment interval</i> is on the	18 th day of each successive month.	
50.3	The <i>expenses</i> stated by the <i>Employer</i> are	Item	Amount
		Economy air fares	Charged at proven costs strictly on limits as set out in National Treasury Instructions as amended from time to time.
		Car hire not exceeding group B	Charged at proven costs strictly on limits as set out in National Treasury Instructions as amended from time to time.
		Accommodation	Charged at proven costs strictly on limits as set out in National Treasury Instructions as amended from time to time.
51.1	The period within which payments are made is	Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.	
51.2	The <i>currency of this contract</i> is the	South African Rand (ZAR).	
51.5	The <i>interest rate</i> is	The prime lending rate of the Standard Bank of South Africa.	
6	Compensation events	No additional data required for this section of the <i>conditions of contract</i> .	
7	Rights to material	No additional data required for this section of the <i>conditions of contract</i> .	
8	Indemnity, insurance and liability		
81.1	The amounts of insurance and the periods for which the <i>tenderer</i> maintains insurance are		
	Event	Cover	Period following Completion of the whole of the <i>services</i> or earlier termination

failure by the <i>tenderer</i> to use the skill and care normally used by professionals providing services similar to the <i>services</i>	Professional Indemnity insurance for not less than R10 000 000.00 (Ten Million Rand) in respect of each claim, without limit to the number of claims	52 Weeks
death of or bodily injury to a person (not an employee of the <i>tenderer</i>) or loss of or damage to property resulting from an action or failure to take action by the <i>tenderer</i>	General Third Party Liability Insurance for all amounts falling within the excess of the policy, currently R50 000.00 (Fifty Thousand Rand) each and every claim, and/or for all amounts in excess of the policy limits as detailed in the policy document or whatever the <i>Consultant</i> deems desirable in respect of each claim, without limit to the number of claims	0 Weeks
death of or bodily injury to employees of the <i>tenderer</i> arising out of and in the course of their employment in connection with this contract	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Consultant</i> arising out of and in connection with this contract for any one event is that which is prescribed by the Compensation for Occupation Injuries and Diseases Act No. 130 of 1993 as amended.	0 Weeks
Motor Vehicle Liability Insurance	Comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity for an amount of not less than R 10 000 000.00	

81.1	The <i>Employer</i> provides the following insurances	<p>Professional Indemnity insurance in respect of failure of the <i>Consultant</i> to use the skill and care normally used by Professionals providing services similar to the services</p> <p>General Third Party Liability cover in respect of death of or bodily injury to a person (not an employee of the <i>tenderer</i>) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i></p>
82.1	The <i>tenderer'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	<p><i>For all matters covered under the Employer's Professional Indemnity (PI) and General Third Party Liability policies, the tenderer'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 tenderer's liability will be limited to the final total of the Prices.</i></p>
9	Termination	No additional data required for this section of the <i>conditions of contract</i>.
10	Data for main Option clause	
A	Priced contract with activity schedule	
21.3	The <i>tenderer</i> prepares forecasts of the total of the <i>expenses</i> at intervals of no longer than	Eight (8) weeks.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is	Both parties will agree to an <i>Adjudicator</i> as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the Chairman of the Association of Arbitrators (Southern Africa) will appoint an <i>Adjudicator</i>.
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Association of Arbitrators (Southern Africa)
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	The latest addition of the South African Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)
	The place where arbitration is to be held is	South Africa

The person or organisation who will
choose an arbitrator

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

**The Chairman of the Association of Arbitrators
(Southern Africa)**

12	Data for secondary Option clauses	
X2	Changes in the law	
X2.1	The <i>law of the project</i> is	The Republic of South Africa subject to the jurisdiction of the Courts of South Africa.
X7	Delay damages	
X7.1	Delay damages for late Completion of the whole of the <i>services</i> are	R1 500.00 per day
X10	The <i>Employer's Agent</i>	
X10.1	The Employer's Agent is	
	Name:	David Sebiloane
	Address	Queen's Warehouse, 237 Mahatma Gandhi Road, Durban 4001
	The authority of the Employer's Agent is	Fully empowered to act on behalf of the Employer for the services covered by the contract.
Z	<i>Additional conditions of contract</i>	
	The <i>additional conditions of contract</i> are	
Z1	Obligations in respect of Joint Venture Agreements	

Z1.1

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 belimited 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 tenderer'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 tenderer 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	<p>The following will be included under core clause 90.1: In the second main bullet, after the word 'partnership' add 'joint venture whether incorporate or otherwise (including any constituent of the joint venture)' and</p> <p>Under the second main bullet, insert the following additional bullets after the last sub-bullet:</p> <ul style="list-style-type: none"> commenced business rescue proceedings repudiated this Contract
Z2.2	<p>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.</p>
Z3	Right Reserved by the Employer to Conduct Vetting through SSA
Z3.1	<p>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:</p> <ol style="list-style-type: none"> 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. 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. Top Secret – this clearance is based on information, which may be used by malicious, opposing or hostile elements to neutralize the objectives and functions of an organ of state.
Z4	Additional Clause Relating to the Employer's rights to take appropriate action

Z4.1	The contract award is made without prejudice to any rights the Employer may have to take appropriate action later with regard to:	Any declared, exposed or confirmed tender rigging.
Z4.1.1		The tenderer 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 Employer is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.
Z4.1.3		The tenderer's breach of this clause constitutes grounds for terminating the Consultant's obligation to Provide the Services or taking any other action as appropriate against the tenderer (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.
Z4.1.4		If the tenderer 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 Employer, the Employer shall be entitled to terminate the contract forthwith and take any other action as appropriate against the tenderer (including civil or criminal action).
Z4.2	The contract award is made without prejudice to any rights the Employer may have to take appropriate action later with regard to:	Politically Exposed Persons including any allegations with regards to State Capture.
Z4.3	The contract award is made without prejudice to any rights the Employer may have to take appropriate action later with regard to:	Blacklisting by any State Entity on the National Treasury database.
Z5	Protection of Personal Information Act	
Z5.1		The Employer and the tenderer are required to process information obtained for the duration of the Contract in a manner that is aligned to the Protection of Personal Information Act.

Z6	Time
Z6.1	<p>Clause 33.2. is added as an additional clause.</p> <p>The Employer may at any time suspend part or all of the services. As a consequence, if the tenderer is required to demobilize and then remobilize its staff and equipment, the tenderer will be reimbursed at cost. The tenderer will be required to reduce and mitigate all its costs during the period of suspension and will be entitled to compensation only to the extent that it can demonstrate it has incurred costs which were not capable of being mitigated.</p>
Z7	Compensation Events
Z7.1	<p>Clause 61.4: The first bullet point is amended to read as follows: arises from the fault, error, negligence or default of the tenderer</p>
Z8	Limitation of liability
Z8.1	<p>Add to core clause 82.1 and X18</p> <p>For the avoidance of doubt the parties expressly agree that the total liability of the tenderer to the Employer applies jointly and severally across all organisations comprising of the tenderer.</p>
Z9	Additional clauses relating to cession of rights
Z9.1	<p>The tenderer shall not cede any rights under this contract without the approval of the Employer.</p>
Z9.2	<p>The Employer may on written notice to the tenderer 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.</p>
Z10	Additional clauses relating to interpretation of the law
Z10.1	<p>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.</p>
Z11	Employer's Step in rights
Z11.1	<p>If the <i>tenderer</i> defaults by failing to comply with his obligations and fails to remedy such default within 2 weeks of the notification of the default by the <i>Employer's Agent</i>, the <i>Employer</i>, without prejudice to his other rights, powers and remedies under the</p>

contract, may remedy the default either himself or procure a third party (including any *sub-consultant* or supplier of the *tenderer*) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the *Consultant*.

Z11.2

The *tenderer* 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 *tenderer* 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.

C1.2 Contract Data

Part two - Data provided by the *Tenderer*

The tenderer 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>tenderer</i> is (Name): Address Tel No. Fax No.			
22.1	The <i>tenderer's key persons</i> are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job Responsibilities: Qualifications: Experience:			
Info.		CV's (and further <i>key persons</i> data including CVs) are appended to Tender Schedule entitled.....		
11.2(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:	<table><tr><th>name/designation</th><th>rate</th></tr></table>	name/designation	rate
name/designation	rate			

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

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:

FOR THE PROVISION OF A PROFESSIONAL SERVICE PROVIDER TO UDERTAKE A PREFEASIBILITY STUDY FOR THE SA NAY RELOCATION PROJECT FOR A PERIOD OF NINE (9) MONTHS

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

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

Signature(s)

Name(s)

Capacity

**for the
tenderer:**

Name &
signature of
witness

Date

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer:**

Transnet SOC (Ltd)

Name &
signature of
witness

Date

Schedule of Deviations

No.	Subject	Details
1
2
3
4
5
6
7

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

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

For the tenderer:

For the Employer

Signature

Name

Capacity

On behalf
of

Transnet SOC (Ltd)

Name &
signature
of witness

Date

PART C2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option A	2
C2.2	Activity Schedule	5

C2.1 Pricing instructions: Option A

1.1 The *conditions of contract*

1.2 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 and April 2013) Option A states:

**Identified 11
and defined
terms 11.2**

(14) The Activity Schedule is the *activity schedule* unless later changed in accordance with this contract.

(15) The Price for Services Provided to Date is the total of the Prices for the activities which have been completed. A completed activity is one which is without Defects which would delay immediately following work.

(18) The Prices are the lump sums for each of the activities on the Activity Schedule unless later changed in accordance with this contract.

1.3 Measurement and Payment

1.3.1 The activity schedule provides the basis of all valuations of the Price for Services Provided to Date, payments in multiple currencies and general progress monitoring.

1.3.2 The amount due at each assessment date is based on activities and/or milestones completed as indicated on the activity schedule.

1.3.3 The activity schedule work breakdown structure provided by the *Service Provider* is based on the activity schedule provided by the *Employer*. The activities listed by the *Employer* are the minimum activities acceptable and identify the specific activities which are required to achieve Completion

1.3.4 **The activity schedule work breakdown structure is compiled to the satisfaction of the *Employer* with any additions and/or amendments deemed necessary.**

1.3.5 The *Service Provider* detailed activity schedule summates back to the activity schedule provided by the *Employer* and is in sufficient detail to monitor completion of activities related to the Accepted Programme in order that payment of completed activities may be assessed.

- 1.3.6 The Prices are obtained from the activity schedule. The Prices includes for all direct and indirect costs, overheads, profits, oncosts, risks, liabilities, obligations, etc. relative to the contract.

C2.2 Activity Schedule

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

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

Item	Activity Description	Price
1	Task Order 1 – SA Navy Base Prefeasibility Designs	
1.1	The Service Provider shall mobilize, undertake and complete the Prefeasibility Studies for the New Navy Base that complies with the deliverables contained in this document. The Service Provider shall produce prefeasibility designs and drawings, schedules, cost estimates, constructability sequencing, risks and assumptions associated with the development of the new Navy Base	
1.1.1	Mobilization and Prefeasibility commencement	
1.1.2	Marine Studies	
1.1.3	Geotechnical investigation	
1.1.4	Surveys	
1.1.5	Engineering model, Operating Philosophy and Prefeasibility Designs	
1.1.6	Hydrological Study	
1.1.7	Hazop Study	
1.1.8	Site Vehicular Traffic Studies	
1.1.9	Preliminary Cost Estimate & Basis of Estimate	
1.1.10	WBS, Schedule and Basis of Schedule	
1.1.11	3D artistic impressions	
1.1.12	Presenting engineering prefeasibility design and reports	
1.1.13	Submit Prefeasibility Technical Review Reports	
1.1.14	Technical Review	

1.1.15	Finalise Reports and Approve	
	SUB TOTAL TASK ORDER	
2	Task Order 2 – SA Navy Satellite Station Prefeasibility Designs	
2.1	The Service Provider shall mobilise, undertake and complete the Prefeasibility Studies for the SA Navy Satellite station that complies with the deliverables contained in this document. The Service Provider shall produce prefeasibility designs and drawings, schedules, cost estimates, constructability sequencing, risks and assumptions associated with the development of the SA Navy Satellite station	
2.1.1	Mobilization and Prefeasibility commencement	
2.1.2	Prepare Multi Criteria Analysis for the evaluation of options	
2.1.3	Undertake an MCA workshop	
2.1.4	Provide MCA report	
2.1.5	Marine Studies	
2.1.6	Geotechnical investigation	
2.1.7	Surveys	
2.1.8	Engineering model, Operating Philosophy and Prefeasibility Designs	
2.1.9	Hydrological Study	
2.1.10	Hazop Study	
2.1.11	Site Vehicular Traffic Studies	
2.1.12	Preliminary Cost Estimate and Basis of estimate	
2.1.13	WBS, Schedule and Basis of Schedule	
2.1.14	3D artistic impressions	
2.1.15	Presenting engineering prefeasibility design and reports	
2.1.16	Submit Prefeasibility Technical Review Reports	
2.1.17	Technical Review	
2.1.18	Finalise Reports and Approve	
	SUB TOTAL TASK ORDER	

3	Task Order 3 - SA Navy Residential Prefeasibility Designs	
3.1	Service Provider shall mobilise, undertake and complete the Prefeasibility Studies for the SA Navy Residential that complies with the deliverables contained in this document. The Service Provider shall produce prefeasibility designs and drawings, schedules, cost estimates, constructability sequencing, risks and assumptions associated with the development of the SA Navy Residential facility.	
3.1.1	Mobilization and Prefeasibility commencement	
3.1.2	Site Development Plan	
3.1.3	Geotechnical investigation	
3.1.4	Surveys	
3.1.5	Hydrological Study	
3.1.6	Hazop Study	
3.1.7	Site Vehicular Traffic Studies	
3.1.8	Preliminary Cost Estimate and basis of estimates	
3.1.9	WBS, Schedule and Basis of Schedule	
3.1.10	3D artistic impressions	
3.1.11	Presenting prefeasibility reports	
3.1.12	Submit Prefeasibility Review Reports	
3.1.13	Technical Review	
3.1.14	Finalise Reports and Approve	
	SUB TOTAL TASK ORDER	
4	Other Deliverable and Specialist Studies	
4.1	Environmental Review and offsets (For all Task Orders)	
4.2	Socio -Economic studies (For all Task Orders)	
4.3	Stakeholder Engagement (For all Task Orders)	
4.4	Business Case Inputs (For all Task Orders)	
4.5	Recreational Offsets (Task 1)	
4.6	Funding Strategy (Overall)	
4.7	Land Acquisition Strategy (For all Task Orders)	
4.8	Risk Register	

4.9	Monthly Reports	
4.10	Progress meetings	
4.11	Workshops	
5	Disbursements	
5.1	Travel	
5.2	Accommodation	
5.3	Admin fees	
SUB TOTAL		
Total of the Prices Excl. 15% Vat		
VAT @ 15%		
Total of the Prices to be carried over to the Form of Offer & Acceptance Incl. 15% Vat		

PART 3: SCOPE OF SERVICES

Document reference	Title	No of pages
	This cover page	1
C3.1	<i>Provision of Prefeasibility Studies for:</i> <ul style="list-style-type: none"> <i>New SA Navy Base – Port of Richards Bay</i> <i>New SA Navy Satellite Station – Port of Durban</i> <i>SA Navy Residential Facility – Richards Bay</i> 	38
	Total number of pages	39

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3.2	Gravity quay wall.....	14
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Glossary

The definitions listed below apply to this document.

Abbreviations	Definition
AC	alternating current
AFC	approved for construction
ANSI	American National Standards Institute
BBBEE	broad based black economic empowerment
BOQ	bill of quantity
BS	British Standards
CBS	cost breakdown structure
CCB	cost control base
CDS	consultant documentation schedule
CEMP	construction environmental management plan
CIRP	consultant's industrial relations practitioner
C&I	control & instrumentation
COC	certificate of compliance
CTC	centralized traffic control
DoA	delegation of authority
DWT	deadweight ton
DPWI	Department of Public Works
EA	environmental authorization
ECSA	Engineering Council of South Africa
EDQP	engineering and design quality plan
DFFE	Department of Forestry, Fisheries and the Environment
EIA	environmental impact assessment
EPCM	engineering, procurement and construction management
Etc.	etcetera
ESG	environmental and social governance
FBS	facility breakdown structure
FEL	front end loading

Abbreviations	Definition
FEQ	field engineering query
FFC	final forecast cost
HAZOP	hazard and operability study
H&S	health and safety
ICT	information and communications technology
IDZ	industrial development zone
i.e.	that is
IEC	international electro technical commission
IP	industrial participation
IPO	industrial participation obligation
IPP	industrial participation policy
IR	industrial relations
ISO	International Standards Organization
ISP	information security policy
km	kilometre/s
kV	kilovolt
LAC	Local Acquisition Council
m	metre/s
m/s	metre per second
NAC	National Acquisition Council
Native	original electronic file format of documentation
NCR	non-conformance report
NEC	New Engineering Contract
MCA	Multi Criteria Analysis
OHS Act	Occupational Health and Safety Act
OTR	owner's team representative
PCI	principal controlled insurance
PCS	process control system
PEP	project execution plan
PFMA	Public Finance Management Act

Abbreviations	Definition
P&ID	pipng and instrumentation diagram
PLA	project labour agreements
PLC	programmable logic controller
PLP	project lifecycle process
PMI	project manager's instruction
PPE	personal protection equipment
QA	quality assurance
QC	quality control
QCP	quality control procedure
RACI	responsibility, approval, consulted and informed
RAITC	risk adjusted indicative total cost
SANS	South African National Standards
SANDF	South African National Defence Force
SCADA	supervisory control and data acquisition
SD	supplier development
SDD	sustainable development design
SHEQ	safety, health, environment and quality (management system)
SI	international system of units (metric)
SOC	state owned company
t	tonne or metric ton (1,000kg)
tal	tonne axle load
TEAR	tender evaluation and adjudication report
TNPA	Transnet National Ports Authority
Transnet	Transnet SOC Ltd
UPS	uninterrupted power supply
VAT	value added tax
vs.	verses
WBS	work breakdown structure
%	percentage
3D	three dimensional

1 EXECUTIVE OVERVIEW

- 1.1. Transnet National Ports Authority (TNPA) plays a critical role in the logistics business through its eight commercial Ports located in the various provinces in South Africa (SA). To improve its service offering, TNPA will undertake critical projects to create the necessary port capacity ahead of demand.
- 1.2. The KwaZulu-Natal Logistics Hub (KZN-LH) Portfolio has been created within TNPA to focus on the delivery of these critical projects in the Durban and Richards Bay Ports. Some of the key projects for the Programmes include:
 - a) New Navy Base and Satellite Station
 - b) New Container Terminals
 - c) Expansion of Dry Bulk Facilities & New Dry Bulk Terminals
 - d) Expansion of Automotive Terminal
 - e) New LNG Terminal
 - f) Road and Rail upgrades
 - g) Entrance Channel expansions
 - h) SA Navy Satellite Station
- 1.3. The Programmes will roll out a significant number of projects in the coming years. These particular projects have varying levels of development stages when measured against the different project phases. A significant number of projects require pre-feasibility studies to be completed in the short term.
- 1.4. The scope of this assignment will solely focus on the development of the New SA Navy Base in the Port of Richards Bay, and the SA Navy Satellite Station in the Port of Durban. SA Navy Residential facility in the Richards Bay has been included in the scope as an interdependence to the development of New SA Navy Base in the Port of Richards Bay, led by SA Navy. To initiate these developments, TNPA and SA Navy will require prefeasibility design studies to be undertaken.
- 1.5. The proposed locations of the New SA Navy facilities will be in the following areas:
 - a) SA Navy Base in the Port of Richards Bay
 - b) SA Navy Satellite Station in the Port of Durban
 - c) SA Navy Residential in the Richards Bay

- 1.6. The Service Provider shall mobilize, undertake, and complete the **Prefeasibility Studies** for the New SA Navy Base, SA Navy Satellite Station and SA Navy Residential facility that complies with the deliverables contained in this document.

2 DESCRIPTION OF THE SERVICES

2.1 OBJECTIVE OF THE SERVICES

- 2.1.1. The primary objective of the service is to provide a Prefeasibility Study for the proposed New Navy Base in the Port of Richards Bay, a Satellite Station in the Port of Durban and SA Navy Residential facility in Richards Bay.
- 2.1.2. The scope of services will be issued in three (3) x Task orders as follows:
- a) SA Navy Base
 - b) SA Navy Satellite station
 - c) SA Navy Residential
- 2.1.3. Each task order will be priced separately as contained in the Pricing Data. The scope of services and deliverables as outlined hereunder are applicable to all task orders.
- 2.1.4. The Service Provider must undertake amongst other things, generally accepted project management requirements:
- a) Undertake prefeasibility engineering designs
 - b) Produce cost estimates for the project
 - c) Produce a project delivery schedule
 - d) Prepare all prefeasibility reports for a Technical Review
 - e) Manage special studies service providers
 - f) Engage stakeholders
 - g) Provide monthly progress requirements
 - h) Final Reports sign off

2.2 SCOPE OF THE SERVICES SUMMARY

- 2.2.1. The Service Provider shall be responsible for providing and managing the necessary resources, tools and software required to carry out all aspects of this task order.
- 2.2.2. The Service Provider scope of services includes, but are not limited to:
 - a) Provision of engineering, design, project management, project support services and inputs required from TNPA and SANDF to support and deliver this scope
 - b) Confirmation of the user requirements for the execution phase of the project
 - c) Confirmation and compilation of the design basis, design criteria and the scope and accompanying documents required for the facilities
 - d) Review existing study reports and conducting additional studies if additional information is required
 - e) Develop and confirm the operating philosophy
 - f) Familiarization with the standards & systems requirements for both the South African National Defence Force (SANDF) and Transnet National Ports Authority (TNPA)
 - g) Management of the verification of underground services and project boundaries
 - h) Verification, confirmation and options to acquire servitudes
 - i) Review historic geotechnical investigations
 - j) Identification of permits for all statutory requirements
 - k) Identification of borrow pits and disposal/dump areas including offshore options
 - l) Verification of the existing as-built drawings of infrastructure and services where available
 - m) Production of plot plan/s for the Employer's review and approval
 - n) Conduct a desktop geotechnical investigation by appointing/managing a competent geotechnical contractor and prepare geotechnical investigation as well as design report(s)
 - o) Generation of engineering and design of the works to a Prefeasibility level

- p) Verification of the list of work packages and finalization thereof
- q) Compilation of the project cost estimate for each package including the related Bill of Quantities (BOQs) for the whole project
- r) Documentation including the assumptions which form the basis of the cost estimate
- s) Provision of detailed and realistic cash flow plan in line with the proposed schedule linked to relevant work packages during that period
- t) Carry out the Hazard and Operability Study (HAZOP)
- u) Carry out all the applicable specialist studies to inform the completion of prefeasibility engineering designs
- v) Identify risks and compile a risk register
- w) Provision for the involvement of the Employer in the design and risk reviews
- x) Compilation of the complete prefeasibility engineering, which includes functional engineering and design details, calculations and drawings meeting all the Employer's requirements for a prefeasibility level of design
- y) Performance of a value engineering review on the chosen design
- z) Production of the basis of the schedule including interdependence and programme
- aa) Maintenance of a cost control system inclusive of all requirements
- bb) Development and update the project risk register/ integrate risk register with the Programme Risk register (monthly, as a minimum)
- cc) Maintenance and management of a risk management plan
- dd) Maintenance of a document control process
- ee) Maintenance of a document review procedure whereby documents are formally reviewed by identified stakeholders and representatives
- ff) Production of project monthly reports as per prescribed TNPA dashboard format
- gg) Interface and progress meetings and the generation of the minutes for all the meetings
- hh) Production of presentation slides for monthly progress updates

- ii) Chair the monthly progress meeting and produce records of the meeting
- jj) Implementation of change management
- kk) Production of rendered drawings or 'artistic impression of the facilities' for all sites
- ll) Produce and submit all prefeasibility technical reports and documentation
- mm) For subsequent project phases (detailed design), provide information for development of the Works Information for tender purposes
- nn) Develop and provide a draft business case
- oo) Manage interfaces between Employer's teams, Department of Defence teams and Department of Public Works (DPWI)
- pp) Knowledge management and transfer of skills to Transnet and SANDF employees
- qq) Assess Socio economic benefits and impact study on the socio-economic factors for the construction of the SA Navy Base, Satellite station and Residential facility
- rr) Develop a Land Acquisition Strategy
- ss) Assess Environment, Community & Sustainability
- tt) Produce a Funding Model for the SA Navy relocation
- uu) Compile a Legal Register
- vv) Develop a Constructability & Project Execution Plan
- ww) Develop the project Feasibility Phase Workplan
- xx) Support the SA Navy with technical queries and responses
- yy) Submission of reports, drawings, and documents
- zz) Prefeasibility quality management to comply or to be according to SANS and best engineering practices
- aaa) Supply of project close-out documentation
- bbb) Closeout the prefeasibility study

2.2.3. The following studies will be scoped, managed, and executed by the Service Provider during this prefeasibility phase of the project:

- a) Conduct a desktop and feasibility geotechnical investigations for sites in SA Navy Base, SA Navy Satellite station and SA Navy Residential
- b) Sea level rise, its impacts on the proposed Islands, mitigations, and appropriate prefeasibility designs
- c) Moored vessel stability and navigational studies for the Navy fleet for Durban and Richards Bay
- d) Site road Traffic studies for the Navy ingress and egress for the satellite as well as the main Navy Base
- e) Hazops study
- f) Socio-economic Study
- g) Hydrological Study
- h) Environment scoping and offsets study for the required environmental and regulatory requirements & approvals. Prefeasibility design for a recreational facility on the adjacent main beach (as an offset for the beach that will be lost on the Pelican Island) as per section 1.1.
- i) All applicable studies as detailed in section 3.1.4

2.2.4. Success of this prefeasibility project services depends on the Service Provider's ability to:

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

2.2.5. In addition, for effective execution, the Service Provider shall:

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

2.3 SUBMISSION OF PROPOSAL

- 2.3.1. The Service Provider must submit a comprehensive proposal, responding to the scope of work from task order 1 to 3. The Service Provider must respond to all task orders 1 to 3 requirements. Responding to some task orders, and not all, will not be accepted.

2.4 AWARD OF THE CONTRACT

- 2.4.1. Transnet will enter into an NEC option G contract for this project with 3 task orders as described in section 2.1. The first task order deals primarily with the prefeasibility design for the **SA Navy Base**. The second task order deals primarily with the prefeasibility design for the **SA Navy Satellite station**. Task order three will be for **SA Navy Residential** concept and prefeasibility design.

3 DELIVERABLES

3.1 TASK ORDER 1 – SA NAVY BASE PREFEASIBILITY DESIGNS

- 3.1.1. The Service Provider shall conduct a prefeasibility study for the relocation of the SA Navy to Naval and Pelican Islands to accommodate the Employer's option requirements, as well as producing the proposed designs, schedules, cost estimates, constructability sequencing, risks and assumptions associated with the new phasing methodology or construction methodology.

a) Level of design for this Prefeasibility Study

- Develop prefeasibility level of design for all of the infrastructure for the SA Navy Base. The selection process will be undertaken to select the most suitable key structure and layout for the proposed SA Navy Base facilities.
- Proposed Prefeasibility Road geometric layouts (detailed prefeasibility) which includes the following but not limited to:
 - Entrances including to accommodate traffic streams to support the proposed development.
 - Proposed new road layouts for proposed developments within the SA Navy Base.
- The following options shall be considered for quay wall infrastructure but not limited to:
 - Sheet piles quay wall

3.2 GRAVITY QUAY WALL

- Gravity and combine sheet pile walls
- Produce prefeasibility engineering design reports.
- Prepare and submit all Technical Review documents and requirements.
- The Service Provider shall recommend a prefeasibility option using an MCA which will be further developed at feasibility phase (Detailed design).

b) Marine Studies

- The Service Provider will be required to undertake the following studies:
 - Full navigation bridge simulation study,
 - Navigation and limitations in regard to weather,
 - Vessel size and draft,
 - Dredging requirements,
 - Navigational aids requirements,
 - Vessel traffic management,
 - Sea Level rise impact,
 - Numerical or desktop modelling,
 - Validation of the channel approach, depth required and optimization of capital.

c) Geotechnical investigation

- The Service Provider should undertake all required geotechnical investigations for all landside and waterside infrastructure requirements. These includes soil sampling, borehole data and bearing capacity. The Service Provider will prepare the scope of works for all the required geotechnical investigations required for this project, issued bids to the market and manage service providers. The following geotechnical investigation process is to be followed:
 - i. Review the historical geotechnical investigation and conduct prefeasibility geotechnical investigation including peer review and approval by Council of Geoscience South Africa (CGS)
 - ii. Produce the prefeasibility geotechnical design report to inform the detailed design phase.

d) Surveys

- The Service Provider will prepare the scope of works and undertake all required land surveys, topographical surveys, site construction survey and bathymetric surveys. The Service Provider will include the SANDF (DW Fmns, Geomatics Section and the SA Navy Hydrographic Office) as work partners in the execution of all the surveys. Further relevant waterside surveys to identify foreign objects in the seabed will be undertaken for the area impacted by the project. The Geomatics scope to be conducted by Geomatics professional in terms of surveying as per the Geomatics Act 19 of 2013.

e) Engineering model, Operating Philosophy and Prefeasibility Designs

- An engineering design model and operating philosophy for the SANDF will be required to be developed for this project. The Service Provider will contract in for appropriate specialists to undertake the required scope of works. Transnet in conjunction with the SANDF will provide the relevant guidance and support required for the Facility to achieve the required performance standards. A simulation will be undertaken to understand, finalise and document the operational requirements for the Facility. Transnet will arrange the acceptance and approval of the engineering model and operating philosophy with the SANDF. The Naval and Pelican Island have been identified for the development of the main base in the Port of Richards Bay.

f) Hydrological Study

- The Service Provider will undertake a hydrological study for the SA Navy Base. This study will identify the catchment area for the port and determine the flood lines or flood risk areas within the catchment. The results of the study will be used to inform the development of flood management plans and strategies for the SA Navy Base, which will help to reduce the risk of flooding and protect the port and surrounding areas from the impacts of flood events. The hydrological study must also consider the sea level rise. The findings of the hydrological study will be presented in a report which will include recommendations for flood management strategies and any necessary infrastructure and stormwater upgrades. The hydrological study to include the coastal modelling study to evaluate the following:
 - a) Climate change assessment
 - b) Water level analysis
 - c) Wave penetration modelling

- d) Spectral wave modelling
- e) Analysis of coastline stability
- f) Modelling of flooding
- g) Vessel Mooring studies

g) Socio-economic Study

- The Service Provider will undertake a project specific socio-economic impact assessment for SA Navy Base. The Service Provider will further present an economic impact assessment, social impact assessment, assessment modelling, economic component, social component and socio-economic cost benefit/opportunities, risk and mitigation analysis. The report must also detail the scope and recommendations to be included in the following feasibility/design phase of the project. A detailed socio-economic study will be undertaken to determine the critical parameters for this project. The negative impacts will require mitigation plans to be developed by the Service Provider with support from the Employer.

h) Recreational Offsets

- The Service Provider will undertake a SA Navy Relocation project specific impact to the existing recreation which will be displaced by the development of the SA Navy Base in the Pelican and Naval Island. The Service Provider will also be required to develop the offset proposal for recreational areas due the future public retractions after the development of both Islands. The Service Provider shall review concept options and advance them into a prefeasibility stage. Once completed, conduct an MCA to select the preferred option based on the outcomes of the analysis in consultation with relevant stakeholders.

i) Hazop Study

- The Service Provider will undertake a project specific Hazard and Operability Study (HAZOP) based for detailed engineering and incorporates equipment that are mandatory for the safe operation identified in the HAZOP for SA Navy Base. The Service Provider should make provision for participation of the Employer in the HAZOP. Furthermore, the Hazard and Operability Study (HAZOP) must incorporate the following but not limited to:
 - a) Engineering design, equipment functionality and safety.
 - b) Violations of Environment, Health and Safety Act, Construction regulations and Engineering standards.

- c) Functional/operational disruptions and production deviations resulting to lose of productivity/revenue during or after construction.
- d) Produce the recommendation and HAZOP procedure to be adopted for next feasibility design phase of the project.

j) Site Vehicular Traffic Studies

- A vehicular traffic study will be undertaken in this task order for SA Navy Base in to ensure effective ingress and egress for the facilities.

k) Develop Preliminary Cost Estimates and Basis of Estimate

Prepare and complete the cost estimates for the total scope of works based on the prefeasibility designs. Based on the risk profile, a contingency value will be determined at this stage for the total project cost. Noting that there may be a sufficiently large forex component for material and labour, provisions will be made accordingly for the forex portion of the cost estimate. This estimate will become the basis for developing the project's business case.

l) Work Break-Down Structure, Project Schedule and Basis of Schedule

- A preliminary work breakdown structure for the future phases (Detailed design, construction and close out) will be developed by the Service Provider. The WBS to be prioritised as per the recommendation of the technical committee.
- Prepare and complete a detailed project schedule based on the preliminary design. Based on the risk profile sufficient time allowance will be made to baseline the schedule for full project execution. This schedule will become the basis for project's business case.
- Develop and provide the Basis of schedule.

m) Business Case Inputs

- Develop and provide business case inputs for the development of the feasibility phase (Detailed design). The business case must include a detailed financial analysis for the SA Navy relocation, execution strategy, environmental and sustainable development, procurement strategy, energy and climate change or considerations, capital cost and cash flow, risk, benefit realisation, etc. The Service Provider will also be required to develop and provide a Funding Strategy for the SA Navy Relocation project.

n) Environmental approvals

- The Service Provider will have to compile all relevant environmental outputs as per the Transnet concept and pre-feasibility stages guide. These outputs will include but not limited to the environmental workplan, environmental data, baseline data, required specialist studies, environmental design requirements and criteria, project sustainability objectives, define sustainable development within the project context, benchmarks, KPIs, applicable environmental laws and regulations, conduct Equator principles assessment, compile an environmental and social governance (ESG) report, sustainable development design (SDD) report, etc. The Service Provider will be required to compile an environmental plan detailing DFFE requirements for the EIAs on SA Navy Base in RCB the sites to the SANDF (C Log) for review and approval.

o) Stakeholder Management Plan

- The Service Provider will undertake the following:
 - a) Prepare and complete a Stakeholder Engagement and Communication Plan for each task order.
 - b) Participate in relevant stakeholder engagement sessions.
 - c) Propose mitigations to address any stakeholders' concerns.

p) Supply 3D Drawings

- The 3D rendered drawings for the "go forward option" are critical tools for engaging internal and external stakeholders. This requirement is expected to be completed once sufficient detail has been developed by the Service Provider and accepted by the Employer.

q) Technical Review Documentation

- All required Technical review reports and documents will be prepared and submitted to the Employer for the Technical Review process. Should any updates or revisions be required as a result of the technical review assessment, these shall be undertaken by the Service Provider before approved documents are submitted to the Employer. The Technical Review team and the process for the event will be confirmed during the appointment of the Service Provider.

3.3 TASK ORDER 2 – SA NAVY SATELLITE STATION PREFEASIBILITY DESIGNS

3.3.1. The Service Provider shall mobilise, undertake and complete the Prefeasibility Studies for the SA Navy Satellite station that complies with the deliverables contained in this document. The Service Provider shall produce prefeasibility designs and drawings, schedules, cost estimates, constructability sequencing, risks and assumptions associated with the development of the SA Navy Satellite station.

a) Level of design for this Prefeasibility Study

- Develop prefeasibility level of design for all of the infrastructure for the SA Navy Satellite Station in the Port of Durban. The selection process will be undertaken to select the most suitable key structure and layout for the proposed SA Navy Satellite Station facilities.
- Proposed prefeasibility road geometric layouts (detailed prefeasibility) which includes the following but not limited to:
 - Entrances to accommodate traffic streams to support the proposed development.
 - Proposed new road layouts for proposed developments within the SA Navy Satellite Station.
- The Service Provider shall recommend a prefeasibility option using an MCA to be further developed at feasibility phase (Detailed design).
- The following options (refer to Annexure A) shall be considered for the SA Navy Satellite Station but not limited to:
 - Option A – Bluff Coal Terminal
 - Option B – Island View Berth 1
 - Option C – Island View Berth 10
 - Option D – Island View Turning Basin
 - Option E – Fynnland Causeway Road
- The following options shall be considered for quay wall infrastructure but not limited to:
 - Sheet piles quay wall
 - Gravity quay wall
 - Gravity and combine sheet pile walls
- Produce prefeasibility engineering design reports

- Prepare and submit all Technical Review documents and requirements. The Technical Review Panel and procedures will be finalised during the appointment of the Service Provider.

b) Marine Studies

- The Service Provider will be required to undertake the following studies:
 - a) Full navigation bridge simulation study
 - b) Navigation and limitations in regard to weather
 - c) Vessel size and draft
 - d) Dredging requirements
 - e) Navigational aids requirements
 - f) Vessel traffic management
 - g) Sea Level impacts
 - h) Numerical or desktop modelling
 - i) Validation of the channel approach, depth required, optimization of capital.

c) Geotechnical investigation

- The Service Provider should undertake all required geotechnical investigations for all landside and waterside infrastructure requirements. These includes soil sampling, borehole data and bearing capacity. The Service Provider will prepare the scope of works for all the required geotechnical investigations required for this project, issued bids to the market and manage service providers. The following geotechnical investigation process to be followed:
 - a) Review the historical geotechnical investigation and conduct prefeasibility geotechnical investigation including peer review and approval by Council of Geoscience South Africa (CGS).
 - b) Produce the prefeasibility geotechnical design report to inform the detailed design phase.

d) Surveys

- The Service Provider will prepare the scope of works and undertake all required land surveys, topographical surveys, site construction survey and bathymetric surveys. The Service Provider will include the SANDF (DW Fmns, Geomatics Section and the SA Navy Hydrographic Office) as work partners in the execution of all the surveys. Further relevant waterside surveys to identify foreign objects in the seabed will be undertaken for the area impacted by the project. The Geomatics scope

to be conducted by a Geomatics professional in terms of surveying as per the Geomatics Act 19 of 2013.

e) Engineering model, Operating Philosophy and Prefeasibility Designs

- An engineering design model and operating philosophy for the SANDF will be required to be developed for this project. The Service Provider will contract in for appropriate specialists to undertake the required scope of works. Transnet in conjunction with the SANDF will provide the relevant guidance and support required for the Facility to achieve the required performance standards. A simulation will be undertaken to understand, finalise and document the operational requirements for the Facility. Transnet will arrange the acceptance and approval of the engineering model and operating philosophy with the SANDF.

f) Hydrological Study

- The Service Provider will undertake a hydrological study for the SA Navy Satellite Station. This study will identify the catchment area for the port and determine the flood lines or flood risk areas within the catchment. The results of the study will be used to inform the development of flood management plans and strategies for the SA Navy Satellite Station, which will help to reduce the risk of flooding and protect the port and surrounding areas from the impacts of flood events. The hydrological study must also consider the sea level rise. The findings of the hydrological study will be presented in a report which will include recommendations for flood management strategies and any necessary infrastructure and stormwater upgrades. The hydrological study is to include the coastal modelling study to evaluate the following:
 - a) Climate change assessment
 - b) Water level analysis
 - c) Wave penetration modelling
 - d) Spectral wave modelling
 - e) Analysis of coastline stability
 - f) Modelling of flooding
 - g) Vessel Mooring Studies

g) Socio-economic Study

- The Service Provider will undertake a project specific socio-economic impact assessment for the SA Navy Satellite Station. The Service Provider shall present an economic impact assessment, social impact assessment, assessment modelling, economic component, social component and socio-

economic cost benefit/opportunities, risk and mitigation analysis. The report must also detail the scope and recommendations to be included in the following feasibility design phase of the project. A detailed socio-economic study will be undertaken by the Service Provider to determine the critical parameters for this project. The negative impacts will require mitigation plans to be developed by the Service Provider with support from the Employer.

h) Hazop Study

- The Service Provider will undertake a project specific Hazard and Operability (HAZOP) study based for detailed engineering and incorporates equipment that are mandatory for the safe operation identified in the HAZOP for the SA Navy Satellite Station. The Service Provider should make provision for participation of the Employer in the HAZOP study. Furthermore, the Hazard and Operability Study must incorporate the following but not limited to:
 - a) Engineering design, equipment functionality and safety.
 - b) Violations of Environment, Health and Safety Act, Construction Regulations and Engineering Standards.
 - c) Functional/operational disruptions and production deviations resulting to lose of productivity/revenue during or after construction.
 - d) Produce the recommendation and HAZOP procedure to be adopted for the feasibility design phase of the project.

i) Site Vehicular Traffic Studies

- A vehicular traffic study will be undertaken in this task order for the SA Navy Satellite Station to ensure effective ingress and egress for the Facilities.

j) Develop Preliminary Cost Estimates and Basis of Estimate

Prepare and complete the cost estimates for the total scope of works based on the prefeasibility designs. Based on the risk profile, a contingency value will be determined at this stage for the total project cost. Noting that they may be a sufficiently large forex component for material and labour, provisions will be made accordingly for the forex portion of the cost estimate. This estimate will become the basis for developing the project's business case.

k) Work Break-Down Structure, Project Schedule and Basis of Schedule

- A preliminary work breakdown structure for the future detailed design phase of this project will be developed by the Service Provider. The WBS shall be prioritized as per the recommendations of the technical committee.
- Prepare and complete a detailed project schedule based on the preliminary design. Based on the risk profile, sufficient time allowance will be made to baseline the schedule for full project execution.
- This schedule will become the basis for project's business case.

l) Business Case Inputs

- Develop and provide business case inputs for the development of the feasibility phase (Detailed design). The business case must include the detailed financial analysis for the SA Navy relocation, execution strategy, environmental and sustainable development, procurement strategy, Financial evaluations, energy and climate change or considerations, capital cost and cash flow, risk, benefit realisation, etc. The Service Provider will also be required to develop and provide a Funding Strategy for the SA Navy Relocation project.

m) Environmental approvals

- The Service Provider will have to compile all relevant environmental outputs as per the Transnet pre-feasibility stages guidelines. These outputs will include but not limited to the environmental workplan, environmental data, baseline data, required specialist studies, environmental design requirements and criteria, project sustainability objectives, define sustainable development within the project context, benchmarks, KPIs, applicable environmental laws and regulations, conduct Equator principles assessment, compile an environmental and social governance (ESG) report, sustainable development design (SDD) report, etc. The Service Provider will be required to compile an environmental plan detailing DFFE requirements for the EIAs on the SA Navy Satellite Station in the DBN sites for the SANDF's (C Log) review and approval.

n) Stakeholder Management Plan

- The Service Provider will undertake the following:
 - I. Prepare and complete a stakeholder metrics and engagement process
 - II. Participate in relevant stakeholder engagement sessions

III. Propose mitigations to address any stakeholders' concerns

o) Supply 3D Drawings

- The 3D rendered drawings for the "go-forward option" are critical tools for engaging internal and external stakeholders. This requirement is expected to be completed once sufficient detail has been developed by the Service Provider and accepted by the Employer.

p) Technical Review Documentation

- All required Technical review reports and documents will be prepared and submitted to the Employer for the Technical Review process. Should any updates or revisions be required as a result of the Technical review assessment, these shall be undertaken by the Service Provider before approved documents are submitted to the Employer. The Technical Review team and the process for the event will be confirmed during the appointment of the Service Provider.

3.4 TASK ORDER 3 - SA NAVY RESIDENTIAL PREFEASIBILITY DESIGNS

3.4.1 The Service Provider shall mobilise, undertake and complete the Prefeasibility Studies for the SA Navy Residential Facility that complies with the deliverables contained in this document. The Service Provider shall produce prefeasibility designs and drawings, schedules, cost estimates, constructability sequencing, risks and assumptions associated with the development of the SA Navy Residential Facility.

a) Level of design for this Prefeasibility Study

- Develop prefeasibility level of design for all of the infrastructure for each of the identified sites (including new identification if required) for the SA Navy Residential Development. The selection process will be undertaken to select the most suitable key plot sizes, house design, landscaping, open spaces, recreational areas, roads, parking, community safety, supporting infrastructure and layout for the proposed SA Navy Residential Development. The Site selection is to be based on an agreed set of criteria including:
 - a) Alignment with Spatial Development Framework,
 - b) Alignment with Environmental Management Plan,
 - c) Suitable size,
 - d) Unencumbered by environmental or topographical constraints,
 - e) Appropriate zoning or ease of rezoning to accommodate mixed use,

- f) Easily accessible to support facilities such as public transport,
 - g) Retail and recreational uses, social services, and
 - h) Availability of services.
- The Service Provider shall recommend a prefeasibility residential design and supporting infrastructure options using an MCA for a “go forward option” to be further developed at feasibility phase (detailed design).
- Conduct a due diligence exercise on the selected sites in Richard’s Bay to determine their developability.
- Develop a Site Development Plan for each site - The Plan should demonstrate what the site could look like and how it would function when fully developed.

b) Geotechnical investigation

- The Service Provider should undertake all required geotechnical investigations for all infrastructure requirements. These will include soil sampling, borehole data and bearing capacity. The following geotechnical investigation process shall be followed:
 - I. Conduct desktop geotechnical investigation and prefeasibility geotechnical investigation including peer review and approval by Council of Geoscience South Africa (CGS)
 - II. Produce the desktop and prefeasibility geotechnical design report to inform the detailed design phase.

c) Surveys

- The Service Provider will prepare the scope of works and undertake all required land surveys and topographical surveys. The Service Provider will include the SANDF (DW Fmn, Geomatics Section and the SA Navy) as work partners in the execution of all the surveys. Further relevant residential development surveys to identify foreign objects in the selected site will be undertaken for the area impacted by the project.

d) Hydrological Study

- The Service Provider will undertake a hydrological study for the SA Navy Residential Development. This study will identify the catchment areas and determine the flood lines or flood risk areas within the catchment. The results of the study will be used to inform the development of flood management plans and strategies for the SA Navy Residential Development, which will help to reduce the risk of flooding and protect the development surrounding areas from the impacts of

flood events. The findings of the hydrological study will be presented in a report which will include recommendations for flood management strategies and any necessary infrastructure and stormwater upgrades.

e) Socio-economic Study

- The Service Provider will undertake a project specific socio-economic impact assessment for the SA Navy Residential Development. The Service Provider will be required to present an economic impact assessment, social impact assessment, assessment modelling, economic component, social component and socio-economic cost benefit/opportunities, risk and mitigation analysis. The report must also detail the scope and recommendations to be included in the following feasibility design phase of the project. A detailed socio-economic study will be undertaken to determine the critical parameters for this project. The negative impacts will require mitigation plans to be developed by the Service Provider with support from the Employer.

f) Hazop Study

- The Service Provider will undertake a project specific Hazard and Operability (HAZOP) Study based for detailed engineering and incorporates equipment that are mandatory for the safe operation identified in the HAZOP for Residential Development. The Service Provider should make provision for participation of the Employer in the HAZOP. Furthermore, the Hazard and Operability Study must incorporate the following but not limited to:
 - I. Engineering design, equipment functionality and safety.
 - II. Violations of Environment, Health and Safety Act, Construction Regulations and Engineering Standards.
 - III. Functional/operational disruptions and production deviations resulting to lose of productivity/revenue during or after construction.
 - IV. Produce the recommendation and HAZOP procedure to be adopted for next feasibility design phase of the project.

g) Site Vehicular traffic studies

- A vehicular traffic study will be undertaken in this task order for the SA Navy Residential Development to ensure effective ingress and egress for all of the Facilities.

h) Develop preliminary cost estimates and Basis of estimates

- Prepare and complete the cost estimates for the total scope of works based on the prefeasibility designs. Based on the risk profile, a contingency value will be determined at this stage for the total project cost. Noting that there may be a sufficiently large forex component for material and labour, provisions will be made accordingly for the forex portion of the cost estimate. This estimate will become the basis for developing the project's business case.

i) Work break-down structure, Project schedule and Basis of Schedule

- A preliminary work breakdown structure for the future detailed design phase of this project will be developed by the Service Provider. The WBS is to be prioritised as per the recommendation of the technical committee.
- Prepare and complete a detailed project schedule based on the preliminary design. Based on the risk profile sufficient time allowance will be made to baseline the schedule for full project execution.
- This schedule will become the basis for project's business case.

j) Business Case Inputs

- Develop and provide business case inputs for the development of the feasibility phase (Detailed design). The business case must include the detailed financial analysis for the SA Navy relocation, execution strategy, environmental and sustainable development, procurement strategy, Financial evaluations, energy and climate change or considerations, capital cost and cash flow, risk, benefit realisation, etc. The Service Provider will also be required to develop and provide a Funding Strategy for the SA Navy Relocation project.

k) Environmental approvals

- The Service Provider will have to compile all relevant environmental outputs as per the Transnet Prefeasibility stages guidelines. These outputs will include but not limited to the environmental workplan, environmental data, baseline data, required specialist studies, environmental design requirements and criteria, project sustainability objectives, define sustainable development within the project context, benchmarks, KPIs, applicable environmental laws and regulations, conduct Equator principles assessment, compile an environmental and social governance (ESG) report,

sustainable development design (SDD) report, etc. The Service Provider will be required to compile environmental plan detailing DFFE requirements for the EIAs on the SA Navy Residential Development site for the SANDF's (C Log) review and approval.

l) Stakeholder Management Plan

- The Service Provider will undertake the following:
 - I. Prepare and complete a Stakeholder Engagement and Communications Plan
 - II. Participate in relevant stakeholder engagement sessions
 - III. Propose mitigations to address any stakeholders' concerns

m) Supply 3D drawings

- The Service Provider will be required to prepare and submit 3D drawings. It would comprise diagrams and 3D digital modelling (exterior views only) and short written supporting text for the "go-forward option". The drawings should demonstrate what the site could look like and how it would function when fully developed.

n) Technical Review Documentation

- All required Technical review reports and documents will be prepared and submitted to the Employer for the Technical Review process. Should any updates or revisions be required as a result of the Technical review assessment, these shall be undertaken by the Service Provider before approved documents are submitted to the Employer. The Technical Review team and the process for the event will be confirmed during the appointment of the Service Provider.

3.5 OTHER DELIVERABLE AND SPECIALIST STUDIES

3.5.1 The Service Provider is required to deliver to the Employer as a minimum the following for each task order:

- a) Design Basis Repo Environmental Review and offsets (For all Task Orders)
- b) Socio -Economic studies (For all Task Orders)
- c) Stakeholder Engagement and Communications Plan (For all Task Orders)
- d) Business Case Inputs (For all Task Orders)
- e) Recreational Offsets (Task 1)
- f) Funding Strategy (Overall)

- g) Land Acquisition Strategy (For all Task Orders)
- h) Risk Register
- i) Monthly Reports
- j) Progress meetings
- k) All prefeasibility designs
- l) Schedule showing critical project milestones
- m) Project cost estimate
- n) Monthly progress reports

4 MANAGEMENT OF THE CONTRACT

- 4.1. The Service Provider will 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 TNPA.
- 4.2. The Service Provider will obtain the permission and approval of TNPA before engaging any media or Stakeholder.

5 REQUIRED RESOURCES FOR THE SERVICES

- 5.1. The Service Provider's team shall as a minimum comprise the following key staff:

- I. Team Leader
- II. Senior Project Manager
- III. Engineers
- IV. Lead Transaction Advisor
- V. Architect
- VI. Quantity Surveyors
- VII. Scheduler
- VIII. Environmental Officer
- IX. Relevant Specialists
- X. Health and Safety Officer

- 5.2. Refer to T2.2-3 for key resource requirement.

6 ANTICIPATED TIMELINES FOR KEY PROJECT MILESTONES

- 6.1. TNPA is targeting the following timelines for completion of this phase of the project.

Description	Forecast date
Task Order 1 – SA Navy Base Prefeasibility Concept Designs	
Award Service Provider contract	TBC
Prefeasibility Engineering Designs commencement	TBC
Submit Reports for Review	TBC
Technical Review	TBC
Finalise Reports and Approve	TBC
Completion of works	TBC
Task Order 2 – SA Navy Satellite station Prefeasibility Concept Designs	
Award Service Provider contract	TBC
Prefeasibility Engineering Designs commencement	TBC
Submit Reports for Review	TBC
Technical Review	TBC
Finalise Reports and Approve	TBC
Completion of works	TBC
Task Order 3 - SA Navy Residential Prefeasibility Concept Designs	
Award Service Provider contract	TBC
Prefeasibility Engineering Designs commencement	TBC
Submit Reports for Review	TBC
Technical Review	TBC
Finalise Reports and Approve	TBC
Completion of works	TBC

6.2. The **Contract** will be completed within **9 months** of award.

- 6.3. A **monthly progress meeting** with the Service Provider will be established to track progress, manage risks and issues, seek direction and formulate decisions.

7 CONTRACT CHANGE MANAGEMENT

- 7.1. For ease of communication, standard templates shall be used for contract change management. The Service Provider shall forward all correspondence with respect to contract change management, i.e., early warnings and notifications of compensation events on the standard templates provided. Records of Claims, Payments & Assessments of Compensation Events must be kept by the Service Provider. The *Service Provider* shall keep at all times the following records for the *Employer's Agent* to inspect:

- Records of people and equipment within the working areas.
- Records of Sub- Service Provider appointed by the Service Provider.

7.2 DOCUMENTATION CONTROL

Engagement	Reports required	Relevant/applicable documents
Monthly	<ul style="list-style-type: none"> • Progress update • Transmittal update • Document registers 	<ul style="list-style-type: none"> • Project documentation management • Archiving and retention documentation • Squad check procedure • Management of governance documentation • Documentation strategy • Information classification policy
Face-to-face	Electronic (editable) and hardcopy	
Virtual	Electronic (editable) and hardcopy (PDF)	

- The Service Provider's documentation should comply with the Employer's standards and requirements. The Employer will issue all relevant documentation to the Service Provider, but control, maintenance and handling of these documents shall be the Service Provider's sole responsibility and at its expense and managed with a suitable document control system. At agreed periods throughout the development of the project the Service Provider shall be required to transfer/migrate documentation to the TNPA document management system. All drawings and any other documentation should be provided to the Employer in the required native format (i.e., AutoCAD, Word, Excel, PDF, etc.). All the relevant links and supporting documents should be provided.

- All documents issued to 3rd party contractors and to the Employer should be submitted through the Service Provider's document control department. Any contractual communication between TNPA and the contractors should be issued by the Service Provider on behalf of TNPA. These communications should be similarly recorded through the Service Provider's document control department.
- Ownership of data, designs and documents - The parties agree that copyright in the data, design and documents should, after payments by the Employer of the services to the Service Provider, lie with the Employer subject to the Employer's indemnification against any claim from any party that may arise as a result of the Employer's use of such a document.

8 PROCUREMENT

8.1 CODE OF CONDUCT

- The Employer aims to achieve the best value for money when buying or selling goods and obtaining services. This however must be done in an open and fair manner that supports and drives a competitive economy. Underpinning our process are several acts and policies that any supplier dealing with the Employer must understand and support. These are:
 - The Transnet Detailed Procurement Procedure (DPP);
 - Section 217 of the Constitution - the five pillars of Public PSCM (Procurement and Supply Chain Management): fair, equitable, transparent, competitive and cost effective;
 - The Public Finance Management Act (PFMA);
 - The Broad Based Black Economic Empowerment Act (BBBEE);
 - The Anti-Corruption Act
 - This code of conduct has been included in this contract to formally apprise the Service Provider of the Employer's expectations regarding behaviour and conduct of its suppliers.
 - Prohibition of Bribes, Kickbacks, Unlawful Payments, and Other Corrupt Practices
 - The Employer is in the process of transforming itself into a self-sustaining State-Owned Enterprise, actively competing in the logistics industry. Our aim is to become a world class, profitable, logistics organisation. As such, our transformation is focused on adopting a performance culture and to adopt behaviours that will enable this transformation.

- The Employer will not participate in corrupt practices and therefore expects its suppliers to act in a similar manner.
- The Employer and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with and payments to our suppliers.
- 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 the Employer's employees. We expect our Suppliers to use our "Tip-offs Anonymous" Hot line to report these acts (0800 003 056).
- The Employer 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.
- The Employer does not engage with non-value adding agents or representatives solely for the purpose of increasing BBBEE spend (fronting)
- The Employer'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 the Employer cannot control the actions of our suppliers, we will not tolerate any illegal activities. These include, but are not limited to:
- Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc.);
- Collusion;
- Failure to disclose accurate information required during the sourcing activity (ownership, financial situation, BBBEE status, etc.);

8.2 CONFLICTS OF INTEREST, RESTRAINT OF TENDERING

- 8.2.1. A conflict of interest arises when personal interests or activities influence (or appear to influence) the ability to act in the best interests of the Employer.
- 8.2.2. Should the Service Provider produce tender/bid documents arising from this contract, the Contractor shall be precluded from competing in the associated bidding process; or offering any services directly / indirectly to Contractors that offers the Contractor an unfair advantage or places Transnet at risk during the bidding and/or execution/construction phases.**
- 8.2.3. Service Provider's previously involved in the development of the Business Case for this task order or preparation of this bid document shall be precluded from tendering on the above scope of services.

9 THE SERVICE PROVIDER'S INVOICES

- a) When the Employer's Agent certifies payment (see NEC PSC Sub-Clause 51.1) following an assessment date, the Service Provider complies with the Employer's procedure for invoice submission.
- b) The invoice must correspond to the Employer's Agent assessment of the amount due to the Service Provider as stated in the payment certificate.
- c) 9.3 Invoices must be submitted by the 18th day of the month (with costs projected to the 25th of the month).
- d) The invoice states the following:
- Invoice addressed to Transnet Limited;
 - Transnet Limited's VAT No: 4720103177;
 - Invoice number;
 - Registered name of the Service Provider;
 - Address (Physical and Postal) of the Service Provider;
 - The Service Provider's VAT Number; and
 - The Contract number:
- e) The invoice contains the supporting detail:

- The amount paid to date;
 - Amount for payment (excluding VAT);
 - VAT amount;
 - Amount for payment (including VAT);
 - Any retention monies to be deducted from the invoice;
 - Any interest payable;
 - Escalation formula used where applicable;
 - Settlement discount;
 - Proof of ownership of Materials supplied;
 - A statement is to accompany each invoice
- The invoice is presented either by post or by hand delivery or via email by the 18th day of the assessment month. Statements must accompany invoices.
- Invoices submitted by post are addressed to:
- Transnet National Ports Authority
- Queens Warehouse
- 237 Mahatma Gandhi Road
- Durban
- 4000
- For the attention of the Employers Agent:...**TBC**
- The invoice is presented as an original.
- The Service Provider ensures that the Employer has his correct banking information to make the electronic payment transfer.
 - All payments are provisional and subject to audit. The Service Provider preserves his records for such a period of time as legislation requires, but in any event not less than five (5) years.
 - The Employer deducts any amount owed by the Service Provider to the Employer from any amount payable by the Employer to the Service Provider.

TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2023/07/0018/37406/RFP

DESCRIPTION OF THE SERVICES: FOR THE PROVISION OF A PROFESSIONAL SERVICE PROVIDER TO UNDERTAKE A PREFEASIBILITY STUDY FOR THE SA NAVY RELOCATION PROJECT FROM DURBAN TO RICHARDS BAY FOR A PERIOD OF NINE (9) MONTHS



10 ANNEXURES

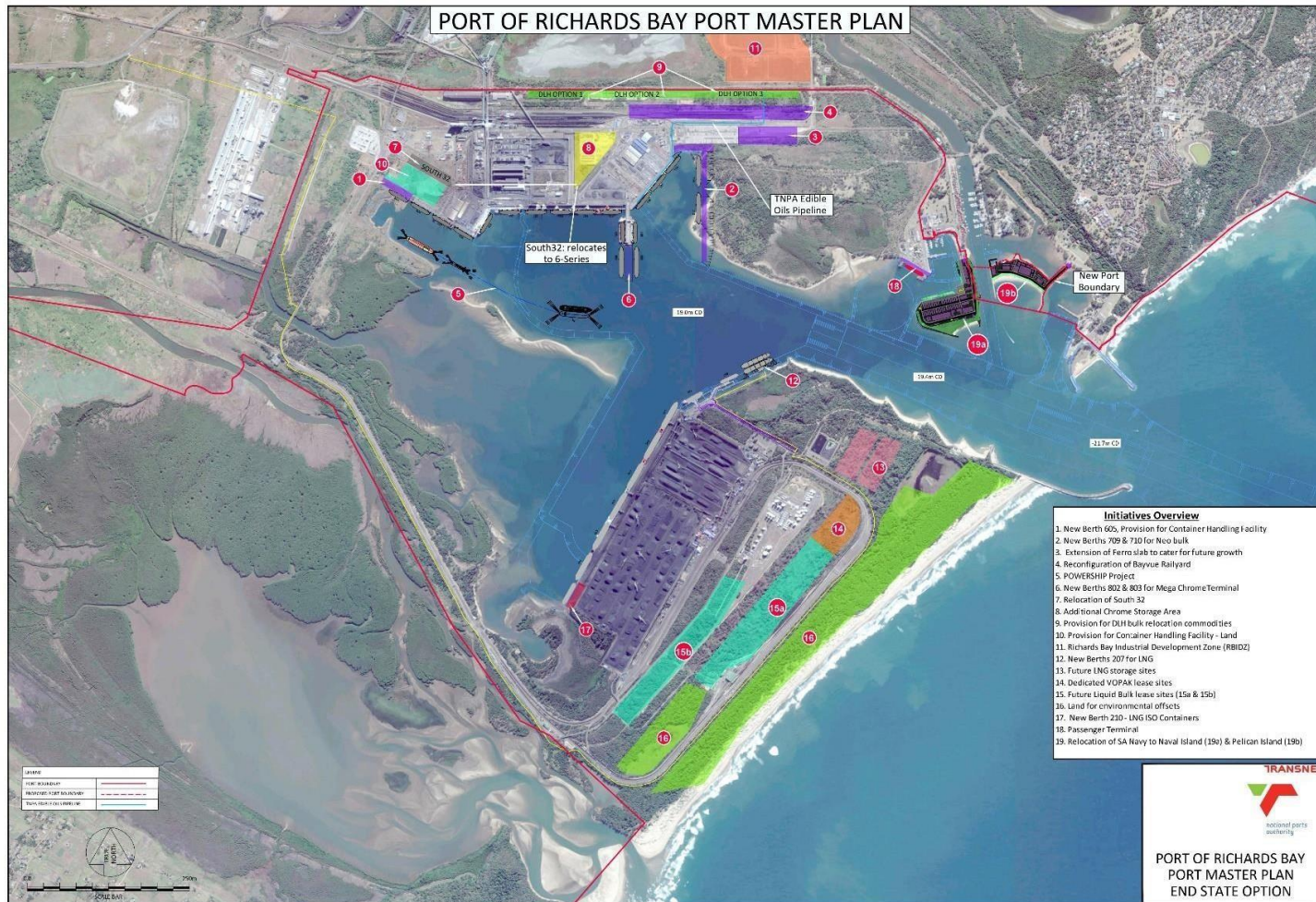


Annexure A: Port of Durban Master Plan with Project List





Annexure B: Port of Richards Bay Master Plan with Project List



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Annexure C: SA Navy Satellite Station Options