

## **Transnet National Ports Authority**

an Operating Division of **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

## **REQUEST FOR PROPOSAL (RFQ)**

**DESCRIPTION OF THE SERVICES: FOR THE PROVISION OF A SERVICE PROVIDER TO  
UNDERTAKE ESTIMATION OF CONSTRUCTION MATERIALS FOR THE VARIOUS  
KZNLH PROJECTS FOR A PERIOD OF FOUR (4) MONTHS**

<b>RFP NUMBER</b>	<b>: TNPA/2023/05/0022/28930/RFQ</b>
<b>ISSUE DATE</b>	<b>: 26 MAY 2023</b>
<b>CLOSING DATE</b>	<b>: 09 June 2023</b>
<b>CLOSING TIME</b>	<b>: 14:00</b>
<b>TENDER VALIDITY PERIOD</b>	<b>: 12 weeks from closing date</b>

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## THE TENDER

## **PART T1: TENDERING PROCEDURES**

## T1.1 TENDER NOTICE AND INVITATION TO TENDER

### SECTION 1: NOTICE TO TENDERERS

#### 1. INVITATION TO TENDER

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

<b>DESCRIPTION</b>	<b>FOR THE PROVISION OF A SERVICE PROVIDER TO UNDERTAKE ESTIMATION OF CONSTRUCTION MATERIALS FOR THE VARIOUS KZNLH PROJECTS FOR A PERIOD OF FOUR (4) MONTHS</b>
<b>TENDER DOWNLOADING</b>	This Tender may be downloaded directly from the Transnet website at <a href="https://transnetetenders.azurewebsites.net">https://transnetetenders.azurewebsites.net</a> (please use Google Chrome to access Transnet link) <b>FREE OF CHARGE.</b>

<b>TENDER CLARIFICATION MEETING</b>	<b>N/A</b>
<b>CLOSING DATE</b>	<b>09 June 2023 at 14h00</b> Tenderers must ensure that tenders are uploaded timeously onto the system. <b>If a tender is late, it will not be accepted for consideration.</b>

#### 2. TENDER SUBMISSION

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

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

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

- Click on "ADVERTISED TENDERS" to view advertised tenders;
- Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);
- Click on "SIGN IN/REGISTER" - to sign in if already registered;
- Toggle (click to switch) the "Log an Intent" button to submit a bid;
- Submit bid documents by uploading them into the system against each tender selected.

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- **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;

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- 4.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;
- 4.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;
- 4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);
- 4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.
- 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.
- 4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable [clause 12 on T2.2-10], **[Breach of Law]** whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.
- 4.12. Transnet reserves the right to perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer:
- *unduly high or unduly low tendered rates or amounts in the tender offer;*
  - *contract data of contract provided by the tenderer; or*
  - *the contents of the tender returnables which are to be included in the contract.*

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

## 6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

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

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



## T1.2 TENDER DATA

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

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

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

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

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

C.1.4	The Employer's agent is:	Procurement Officer
	Name:	Winile Xhakaza
	Address:	45 Bay Terrace, South Beach, Durban, 4001
	Tel No.	031 361 3932
	E – mail	<a href="mailto:Winile.Xhakaza@transnet.net">Winile.Xhakaza@transnet.net</a>

C.2.1

**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 for score for functionality is **70** points.

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

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  
C2.15.1 as follows:

Identification details:

The tender documents must be uploaded with:

- Name of Tenderer: .....
- Contact person and details: .....
- The Tender Number: TNPA/2023/05/0022/28930/RFQ
- The Tender Description: For the provision of a service provider to undertake estimation of construction materials for the various KZNHL projects for a period of four (4) months

Documents must be marked for the attention of:

***Employer's Agent: Winile Xhakaza***

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: **14h00** on **09 June 2023**  
Location: The Transnet e-Tender Submission Portal:  
(<https://transnetetenders.azurewebsites.net>)

**NO LATE TENDERS WILL BE ACCEPTED**

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

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

1. A valid Tax Clearance Certificate issued by the South African Revenue Services.  
**Tenderer's 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

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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.**

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### **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).**

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<p><b>T2.2-01 - Management &amp; CVs of EPCM Resources</b></p> <p>Key Personal - Principal Project Manager Team Leader: Resources must have a relevant Professional Qualification in the field of expertise with 12 years experience on similar type Port or Marine project. Project Managers to have Professional Registration with a project management regulative professional body either locally or internationally</p>	<p>BSc/BTech in the Built Environment with <math>\geq 14</math> years' experience on similar type Port and Marine project = 100 points</p> <p>BSc/BTech in the Built Environment with <math>&lt; 14</math> to <math>&gt; 12</math> years' experience on similar type Port and Marine project = 90 points</p> <p>BSc/BTech in the Built Environment with = 12 years' experience on similar type Port and Marine project = 70 points</p> <p>BSc/BTech in the Built Environment with <math>&lt; 12</math> to <math>\geq 10</math> years' experience on similar type Built Environment project = 40 points</p> <p>BSc/BTech in the Built Environment with <math>&lt; 10</math> years' experience on similar type Port and Marine project = 0 points</p>	10
<p><b>T2.2-01 - Management &amp; CVs of EPCM Resources</b></p> <p>Key Personal - Engineers : Resources must have a BSc/BTech Qualification in the field of expertise with 10 years experience on engineering field. All Engineers to have a Professional Registration with a ECSA or international equivalent regulative professional body</p>	<p>BSc/BTech in the Engineering field and Professional Registration with a ECSA with <math>\geq 12</math> years experience on engineering work = 100 points</p> <p>BSc/BTech in the Engineering field and Professional Registration with a ECSA with <math>&lt; 12</math> to <math>&gt; 10</math> years experience on engineering work = 90 points</p> <p>BSc/BTech in the Engineering field and Professional Registration with a ECSA with =10 years experience on engineering work = 70 points</p> <p>BSc/BTech in the Engineering field and Professional Registration with a ECSA with <math>&lt; 10</math> to <math>\geq 6</math> years</p>	10

	<p>experience on engineering work = 40 points</p> <p>BSc/BTech in the Engineering field and Professional Registration with a ECSA with &lt; 6 years experience on engineering work = 0 points</p>	
<p><b>T2.2-01 - Management &amp; CVs of EPCM Resources</b></p> <p>Key Personal-Quantity Surveyor: Resources must have a relevant Professional Qualification in the field of expertise with 8 years experience on similar type Built</p>	<p>BSc/BTech/NDp in the Built Environment with <math>\geq 10</math> years' experience on similar type Built Environment, Port and Marine project = 100 point</p> <p>BSc/BTech/NDp in the Built Environment with &lt; 10 to &gt;8 years' experience on similar type Built Environment, Port and Marine project = 90 points</p> <p>BSc/BTech/NDp in the Built Environment with = 8 years' experience on similar type Built Environment project = 70 points</p> <p>BSc/BTech/NDp in the Built Environment with &lt; 8 to <math>\geq 6</math> years' experience on similar type Built Environment project = 40 points</p> <p>BSc/BTech/NDp in the Built Environment with &lt; 6 years' experience on similar type Built Environment project = 0 points</p>	40

<b>T2.2-02) – Program (Estimated project duration)</b>  Provide your proposed detailed Gantt chart Programme estimating duration from award to completion of study, detailed critical path and study activities.	< 3 weeks = 100 points  ≥3 weeks to < 4 weeks = 90 points  = 4 weeks = 70 points  >4 weeks to ≤ 6 weeks = 40 points  > 6 weeks = 0 points	20
<b>T2.2.03 Technical Approach</b>  Approach paper that responds to the scope of work and outlines proposed approach / methodology including that relating but not limited to workplan schedule, basis of estimate approach and an understanding of the project objective.	A high quality detailed project execution plan with proposed basis of estimate approach and workplan schedule methodology = 100 points  Above average quality detailed project execution plan with proposed basis of estimate approach and workplan schedule methodology = 90 points  A standard quality detailed project execution plan with proposed basis of estimate approach and workplan schedule methodology = 70 points  Sub-standard Project execution plan with proposed basis of estimate approach and workplan schedule methodology = 40 points  No Project execution plan = 0 Points	20
<b>Maximum possible score for Functionality</b>	<b>100</b>	

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

- T2.2-01 Management & CVs of EPCM Resources
- T2.2-02 Program (Estimated project duration)
- T2.2-03 Technical Approach

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

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

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

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- 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 6.

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 tenderers scorecard components at any stage from the date of close of the tenders until completion of the contract.

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- C.3.13 Tender offers will only be accepted if:
1. The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
  2. the tenderer does not appear on Transnet's list for restricted tenderers and National Treasury's list of Tender Defaulters;
  3. the tenderer has fully and properly completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state.
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4. Transnet reserves the right to award the tender to the tenderer who scores the highest number of points overall, unless there are **objective criteria** which will justify the award of the tender to another tenderer. Objective criteria include but are not limited to the outcome of a due diligence exercise to be conducted. The due diligence exercise may take the following factors into account inter alia;

the tenderer:

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

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

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# **“HOW TO” GUIDE FOR BIDDERS**

REGISTER ON ETENDER PORTAL

ACCESS TENDERS

# "HOW TO" GUIDE FOR BIDDERS

REGISTER ON ETENDER PORTAL

ACCESS TENDERS


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

Go to Google Chrome 

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



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



### Sign in with your email address

Email Address

Password

[Forgot your password?](#)


Sign in

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

If not already registered, click on Sign up now.


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

[← Cancel](#)



[Send verification code](#)

Country/Region



[Create](#)

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


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

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

Send verification code

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

< Cancel



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

abc@gmail.com

Verification Code

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

Verify code

Send new code

\*\*\*\*\*

Forgot your password?

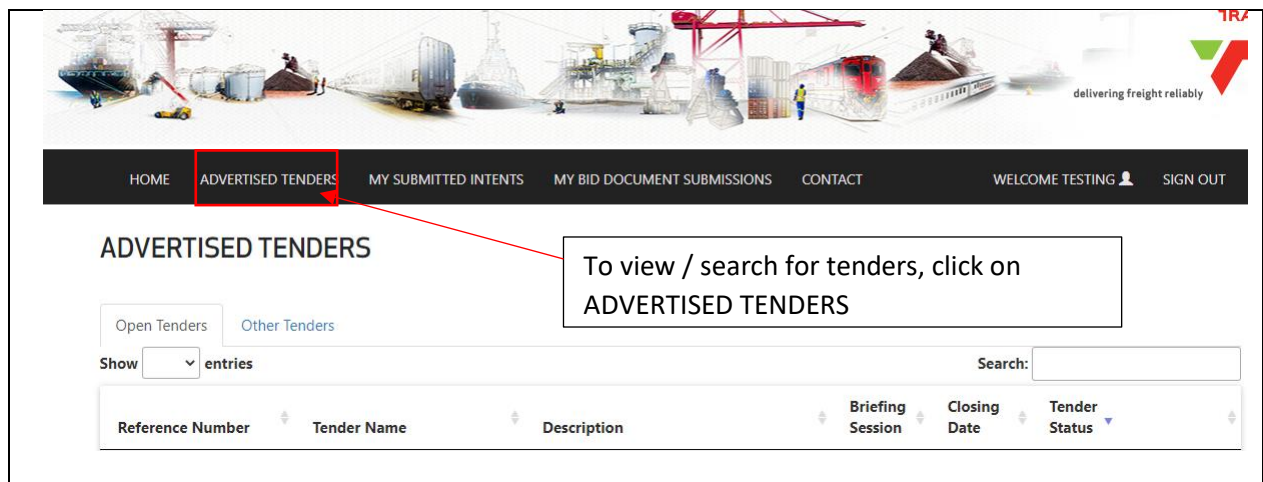
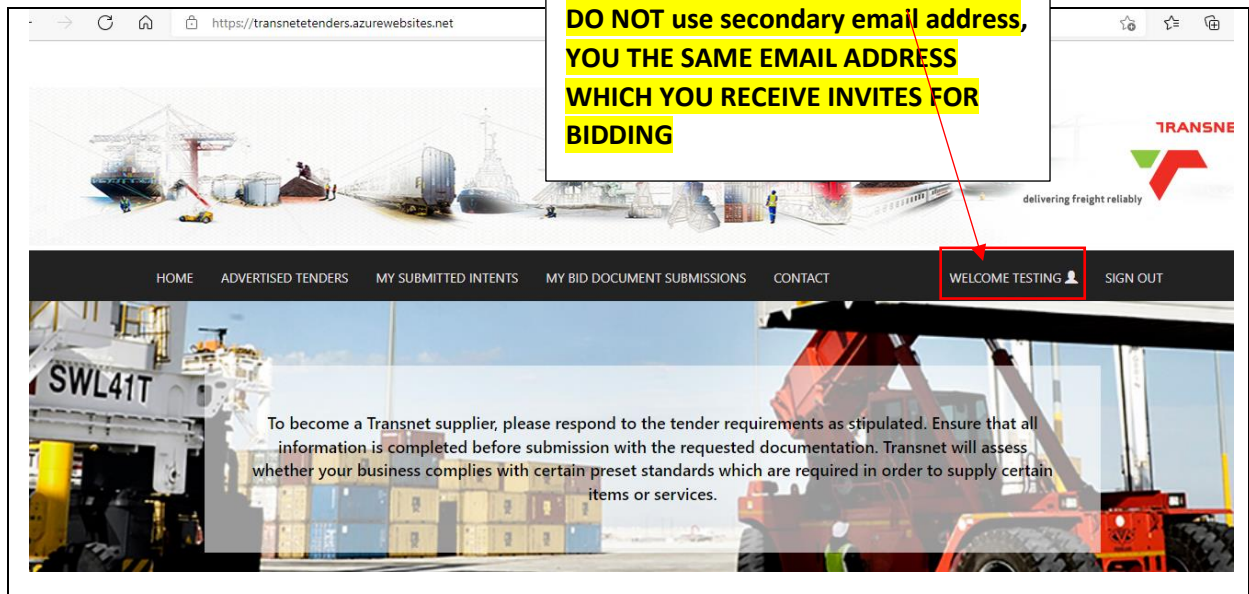
Sign in

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

Then click on Sign in

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

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



To view / search for tenders, click on ADVERTISED TENDERS

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

File Message Help Tell me what you want to do

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

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

SRV-TCC-Etender  
To noreply@transnet.net

This message was sent with Low importance.

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

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

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

Kind Regards,  
Transnet eTenders

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

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

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

**ADVERTISED TENDERS**

Open Tenders Other Tenders

Show  entries Search:

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

When signed in, select "ADVERTISED TENDERS".

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

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

## ADVERTISED TENDERS

Open Tenders
Other Tenders

Show
▼
entries
Search:

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

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

## ADVERTISED TENDERS

Open Tenders
Other Tenders

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

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

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

## ADVERTISED TENDERS

Open Tenders
Other Tenders

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

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

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



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

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

## TENDER DETAILS

Tender Details

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

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

2.14 Standard Terms and Conditions of Contract f

2.18 Supplier Integrity Pact\_April 2020\_v1.pdf

2.19 Non Disclosure Agreement\_April 2020\_v1.pdf

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

**Log An Intent To Bid**  
☐

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

Tender Details

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

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

2.14 Standard Terms and Conditions of Contract f

2.18 Supplier Integrity Pact\_April 2020\_v1.pdf

2.19 Non Disclosure Agreement\_April 2020\_v1.pdf

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

**Log An Intent To Bid**  
☒

**Tender Details**

**Tender Reference Number**

**Name Of Tender**

**Description**

**Tender Type** RFQ

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

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

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

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

**Briefing Date And Time**

**Briefing Details**

**Location Of Service**

**Name Of Institution**

**Tender Category**

**Tender Status**

**Intent to Bid**

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

Close

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

**Briefing Session**

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


**Attachments**

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

**Log An Intent To Bid**

☒

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



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

**MY SUBMISSION INTENTS**

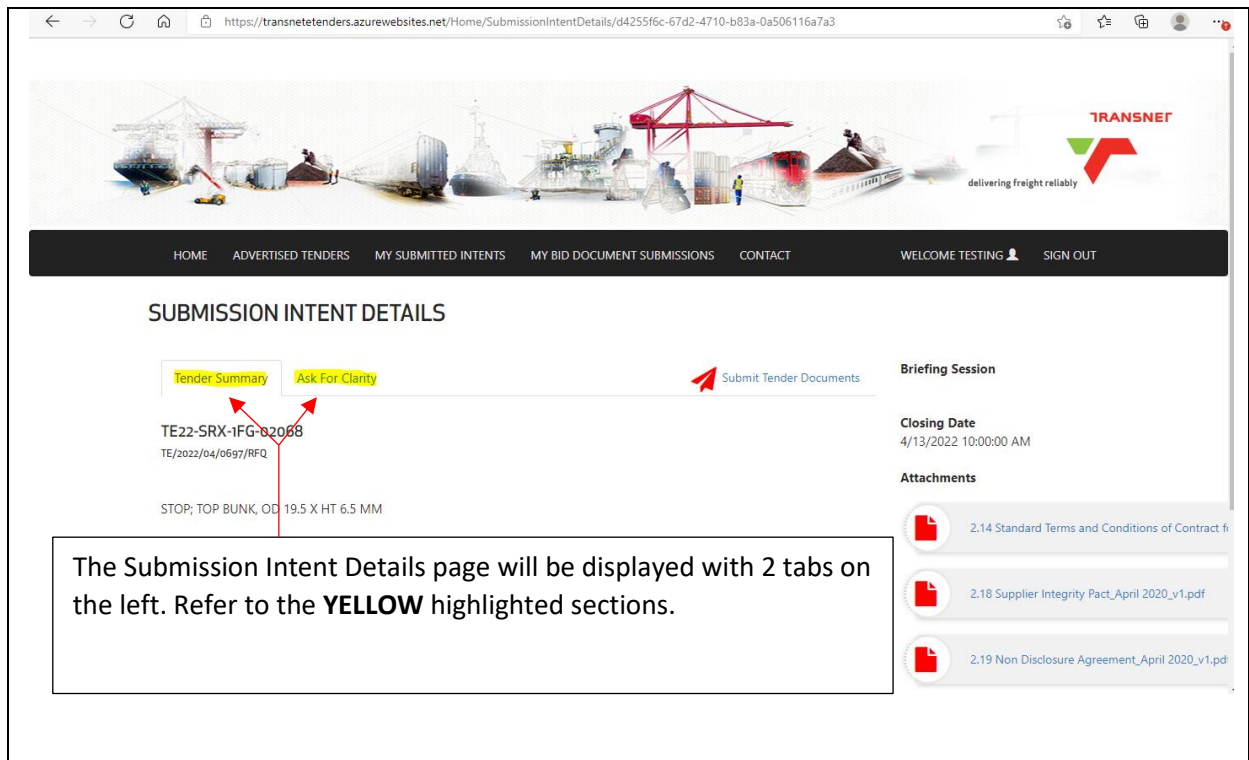
Show 10 entries

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

Showing 1 to 1 of 1 entries

Previous 1 Next

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



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

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

### SUBMISSION INTENT DETAILS

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

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

STOP, TOP BUNK, OD 19.5 X HT 6.5 MM

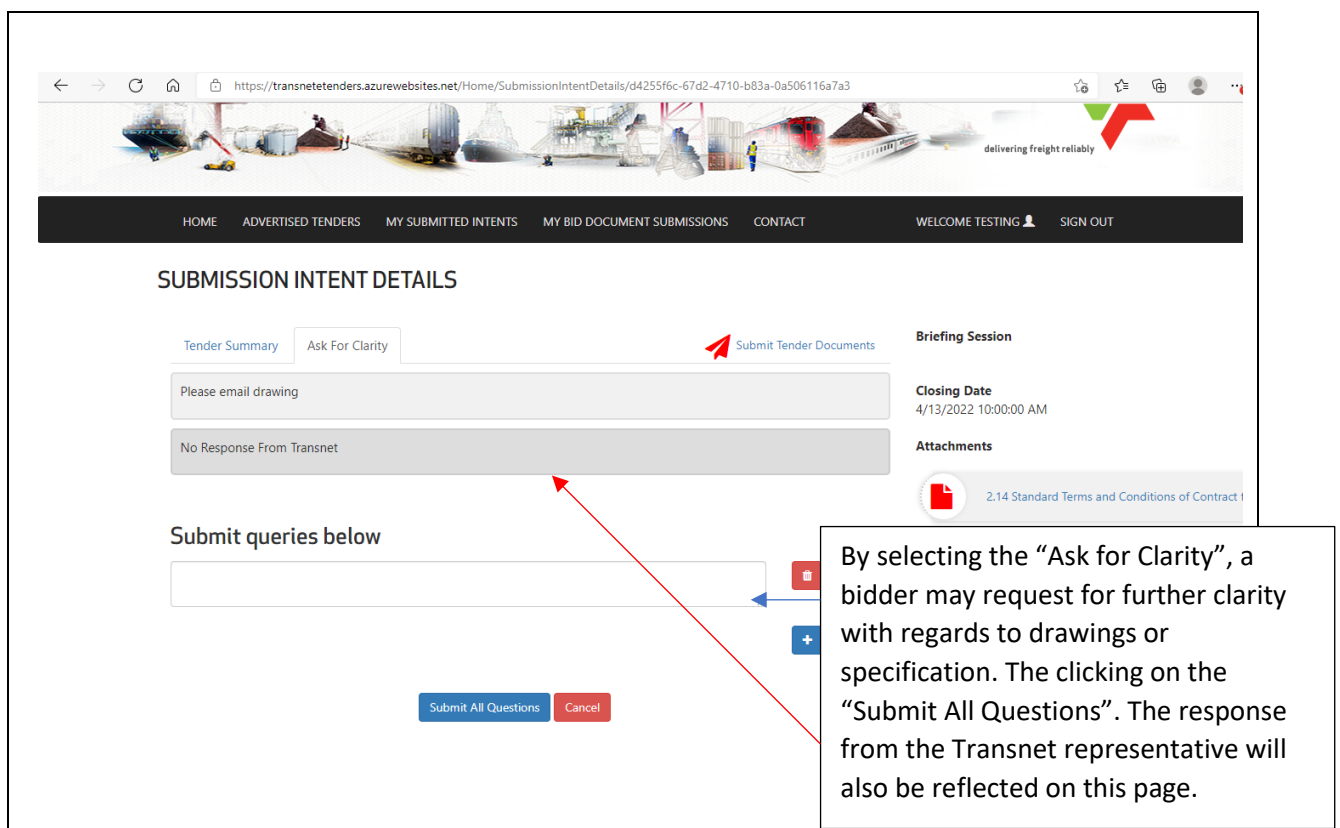
**Briefing Session**

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

**Attachments**

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

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



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

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

### SUBMISSION INTENT DETAILS

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

Please email drawing

No Response From Transnet

**Submit queries below**

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

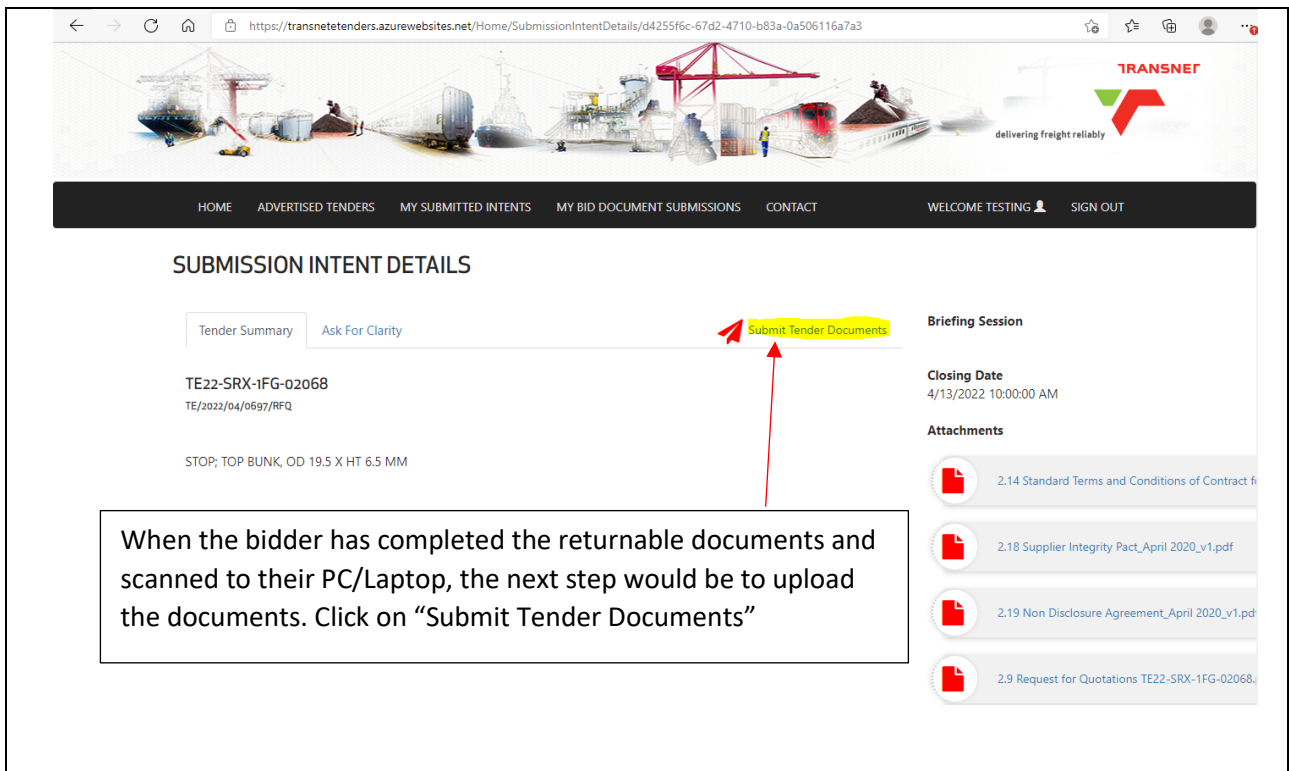
**Briefing Session**

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

**Attachments**

- 2.14 Standard Terms and Conditions of Contract 1

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



Submission Intent Details

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

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

STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

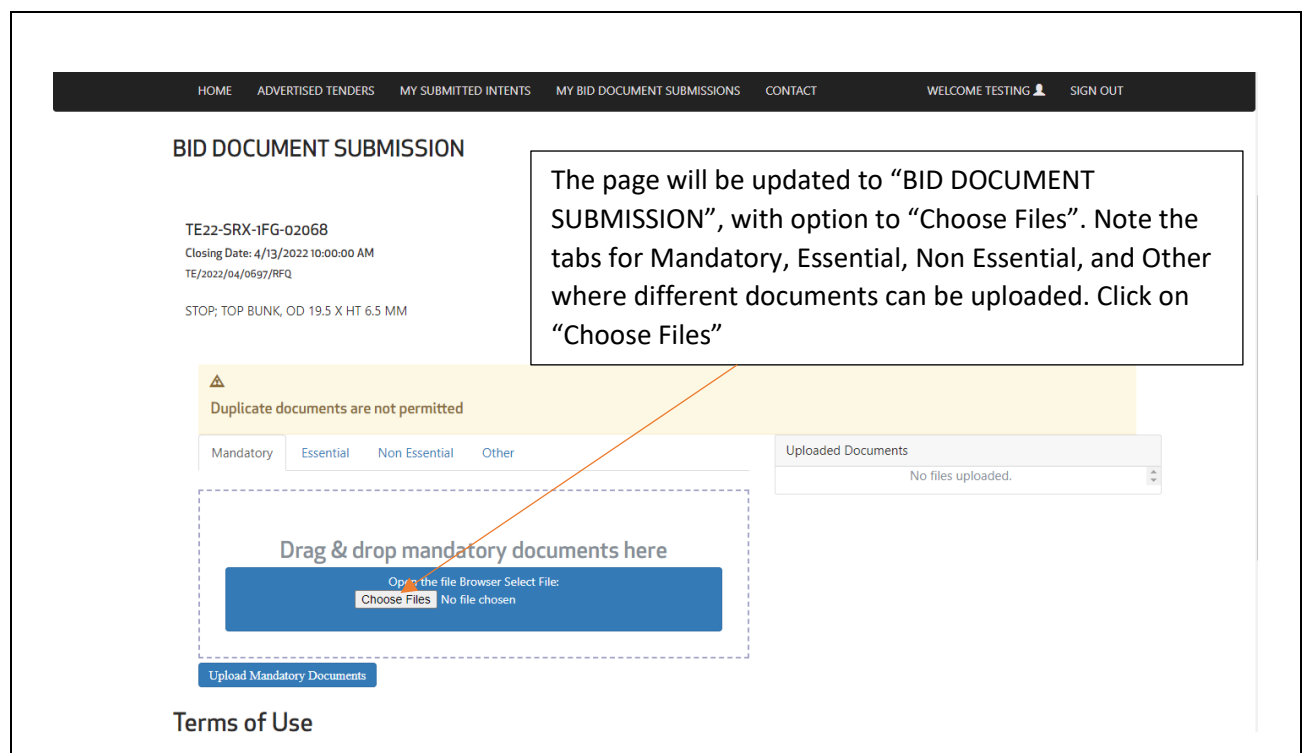
When the bidder has completed the returnable documents and scanned to their PC/Laptop, the next step would be to upload the documents. Click on “Submit Tender Documents”

Briefing Session

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

Attachments

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



BID DOCUMENT SUBMISSION

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

STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

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

Duplicate documents are not permitted

Mandatory Essential Non Essential Other

Uploaded Documents  
No files uploaded.

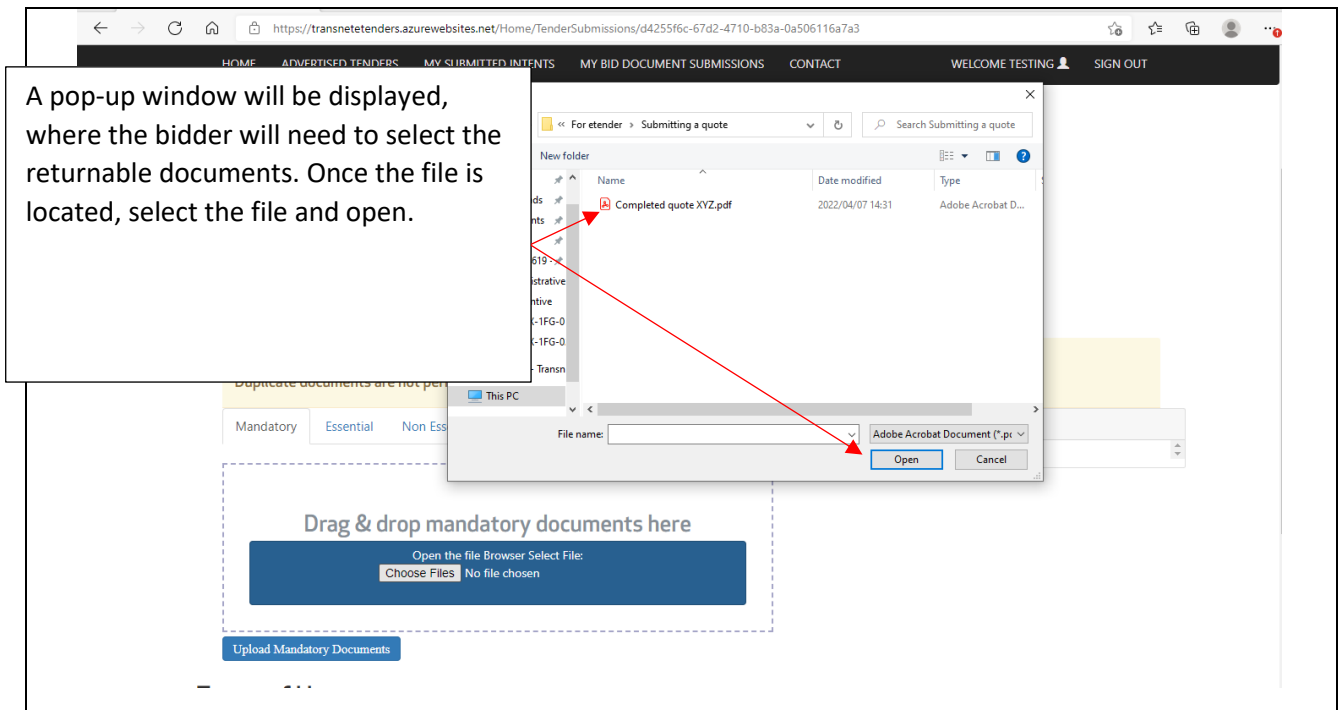
Drag & drop mandatory documents here

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

Upload Mandatory Documents

Terms of Use

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



**BID DOCUMENT SUBMISSION**

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

Duplicate documents are not permitted

Mandatory Essential Non Essential Other

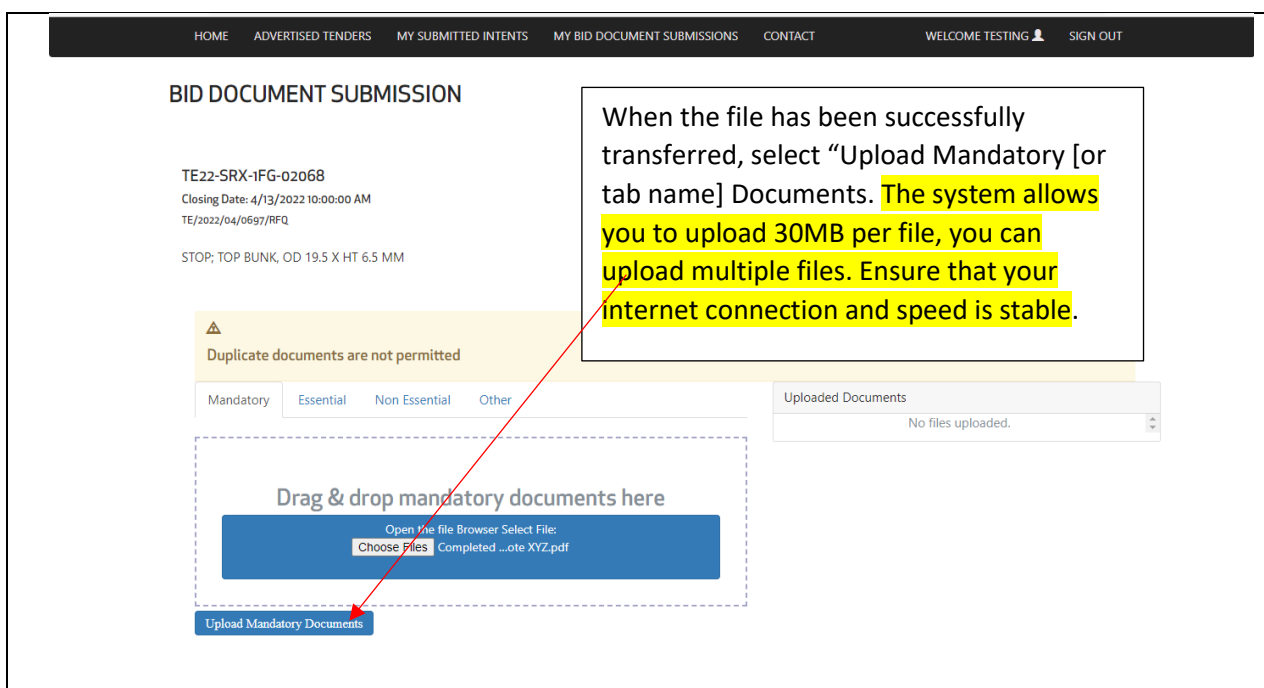
Drag & drop mandatory documents here

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

Upload Mandatory Documents

Uploaded Documents  
No files uploaded.

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



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

TE/2022/04/0697/RFQ

STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

⚠ Duplicate documents are not permitted

Mandatory Essential Non Essential Other

Drag & drop mandatory documents here

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

Upload Mandatory Documents

Uploaded Documents

Completed quote XYZ.pdf - Document Type: Mandatory Documents


Delete

Terms of Use

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

← Back

→ Submit Bid



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### MY BID DOCUMENT SUBMISSIONS

Show 10 entries Search:

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

Showing 1 to 1 of 1 entries

Previous 1 Next

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

## **PART T2: RETURNABLE DOCUMENTS**



## T2.1 List of Returnable Documents

### 2.2.1 Stage One: these schedules will be utilised for evaluation purposes:

- T2.2-01 **Evaluation Schedule:** Management & CVs of Key Persons EPCM Resources
- T2.2-02 **Evaluation Schedule:** Program (Estimated project duration)
- T2.2-03 **Evaluation Schedule:** Technical Approach

### 2.1.3 Returnable Schedules:

#### General:

- T2.2-04 Authority to submit tender
- T2.2-05 Record of addenda to tender documents
- T2.2-06 Proposed Sub Consultants

#### Agreement and Commitment by Tenderer:

- T2.2-07 SFU ANNEX G Compulsory Enterprise Questionnaire
- T2.2-08 Non-Disclosure Agreement
- T2.2-09 RFP Declaration Form
- T2.2-10 RFP – Breach of Law
- T2.2-11 Certificate of Acquaintance with Tender Document
- T2.2-12 Service Provider Integrity Pact
- T2.2-13 Supplier Code of Conduct
- T2.2-14 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")
- T2.2-15 Domestic Prominent Influential Persons (DPIP) Or Foreign Prominent Public Officials (FPPO)

### 2.1.4 Bonds/Guarantees/Financial/Insurance:

- T2.2-16 Insurance provided by the Consultant
- T2.2-17 Three (3) years audited financial statements

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

## 2.3 C1.2 Contract Data

## 2.4 C2.1 Pricing Instructions

## 2.5 C2.2 Priced Activity Schedule



## T2.2-01: 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.-03 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 (dragging and reclamation).

**Note: The resources provided will be evaluated based on the approach paper, should the approach paper not be submitted the average score of the resources will be applicable.**

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/Supervisor	
Engineer	
Quantity Surveyor	

No.	Resource description	Minimum Requirements
Key Management and CV's		
1	1x Team Leader/Supervisor	BTech or Bachelor Degree Engineering qualification <ul style="list-style-type: none"> <li>• 12 years' experience on Built Environment project</li> <li>• 6 years supervisory experience</li> <li>• Professional Registration with a ECSA or international equivalent regulative professional body</li> </ul>
2	Engineer	BTech or Bachelor Degree Engineering qualification

		<ul style="list-style-type: none"> <li>• 10 years' experience on engineering work discipline</li> <li>• Professional Registration with a ECSA or international equivalent regulative professional body</li> </ul>
3.	Quantity Surveyors	NDp, BTech or Bachelor Degree Built Environment qualification <ul style="list-style-type: none"> <li>• 8 years' experience on similar type Built Environment</li> <li>• Professional Registration (SACQSP) or international equivalent regulative professional body</li> </ul>



Total Points 40	40%	40%	20%
Weighting	Relevant years of experience for the following:	Education, training, skills	Professional Registration
5	Team Leader/Supervisor	No supporting evidence for Education, training, skills and Professional Registration will result in a score of zero (0).	
10	Engineer		
25	Quantity Surveyors		
<b>Score 0</b>	<b>Team Leader/Supervisor:</b> < 10 years' experience on Built Environment project and < 4 years of supervisory experience <b>Engineers:</b> < 6 years' experience on engineering work <b>Quantity Surveyor:</b> < 6 years' experience on similar type Built Environment project	<b>Lead/ Engineer:</b> BSc/Btech in the Engineering field <b>QS:</b> BSc/Btech/NDp	<b>Lead/ Engineer:</b> Professional Registration with a ECSA or international equivalent regulative professional <b>QS:</b> Professional Registration (SACQSP) or international equivalent regulative professional body.
<b>Score 40</b>	<b>Team Leader/Supervisor:</b> < 12 to ≥10 years' experience on similar type Built Environment project and <6 to ≥ 4 years of supervisory experience <b>Engineers:</b> < 10 to ≥6 years' experience on engineering work <b>Quantity Surveyor:</b> < 8 to ≥6 years' experience on similar type Built Environment project	<b>Lead/ Engineer:</b> BSc/Btech in the Engineering field <b>QS:</b> BSc/Btech/NDp	<b>Lead/ Engineer:</b> Professional Registration with a ECSA or international equivalent regulative professional <b>QS:</b> Professional Registration (SACQSP) or international equivalent regulative professional body.
<b>Score 70</b>	<b>Team Leader/Supervisor:</b> = 12 years' experience on similar type Built Environment project and =6 years of supervisory experience <b>Engineers:</b> =10 years' experience on engineering work <b>Quantity Surveyor:</b> = 8 years' experience on similar type Built Environment project	<b>Lead/ Engineer:</b> BSc/Btech in the Engineering field <b>QS:</b> BSc/Btech/NDp	<b>Lead/ Engineer:</b> Professional Registration with a ECSA or international equivalent regulative professional <b>QS:</b> Professional Registration (SACQSP) or international equivalent regulative professional body.
<b>Score 90</b>	<b>Team Leader/Supervisor:</b> < 14 to >12 years' experience on similar type Port and Marine project and >6 to < 8 years of supervisory experience <b>Engineers:</b> < 12 to >10 years' experience on engineering work <b>Quantity Surveyor:</b> < 10 to >8 years' experience on similar type Built Environment, Port and Marine project	<b>Lead/ Engineer:</b> BSc/Btech in the Engineering field <b>QS:</b> BSc/Btech/NDp	<b>Lead/ Engineer:</b> Professional Registration with a ECSA or international equivalent regulative professional <b>QS:</b> Professional Registration (SACQSP) or international equivalent regulative professional body.



TRANSNET NATIONAL PORTS AUTHORITY  
TENDER NUMBER: TNPA/2023/05/0022/28930/RFQ  
DESCRIPTION OF THE SERVICES: FOR THE PROVISION OF A SERVICE PROVIDER TO UNDERTAKE  
ESTIMATION OF CONSTRUCTION MATERIALS FOR THE VARIOUS KZNLH PROJECTS FOR A PERIOD OF FOUR (4) MONTHS

Score 100	<b>Team Leader/Supervisor:</b> ≥ 14 years' experience on similar type Port and Marine project and ≥ 8 years of supervisory experience <b>Engineers:</b> ≥ 12 years' experience on engineering work <b>Quantity Surveyor:</b> ≥ 10 years' experience on similar type Built Environment, Port and Marine project	<b>Lead/ Engineer:</b> BSc/Btech in the Engineering field <b>QS:</b> BSc/Btech/NDp	<b>Lead/ Engineer:</b> Professional Registration with a ECSA or international equivalent regulative professional <b>QS:</b> Professional Registration (SACQSP) or international equivalent regulative professional body.
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Signed

Date

Name

Position

Tenderer

1. PERSONAL PARTICULARS			
NAME & SURNAME		DATE & PLACE OF BIRTH	
ID/PASSPORT NO.		NATIONALITY	

## CV TEMPLATE

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

TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2023/05/0022/28930/RFQ

DESCRIPTION OF THE SERVICES: FOR THE PROVISION OF A SERVICE PROVIDER TO UNDERTAKE

ESTIMATION OF CONSTRUCTION MATERIALS FOR THE VARIOUS KZNLH PROJECTS FOR A PERIOD OF FOUR (4) MONTHS

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## 9. \*Attached

- Qualification Certificates
- Professional Registration Certificates





TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2023/05/0022/28930/RFQ

DESCRIPTION OF THE SERVICES: FOR THE PROVISION OF A SERVICE PROVIDER TO UNDERTAKE

ESTIMATION OF CONSTRUCTION MATERIALS FOR THE VARIOUS KZNLH PROJECTS FOR A PERIOD OF FOUR (4) MONTHS

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## T.2.2-02: 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 construction 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 scoring of the Programme will be as follows:

Points	Programme
<b>(Points 0)</b>	A practical, realistic and critical aspects Gantt chart programme estimated duration from award to completion > 6 weeks
<b>(Points 40)</b>	A practical, realistic and critical aspects Gantt chart programme estimated duration from award to completion >4 weeks to ≤ 6 weeks
<b>(Points 70)</b>	A practical, realistic and critical aspects Gantt chart programme estimated duration from award to completion = 4 weeks
<b>(Points 90)</b>	A practical, realistic and critical aspects Gantt chart programme estimated duration from award to completion ≥3 weeks to < 4 weeks
<b>(Points 100)</b>	A practical, realistic and critical aspects Gantt chart programme estimated duration from award to completion > 6 weeks

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Tenderer \_\_\_\_\_

DESCRIPTION OF THE SERVICES: FOR THE PROVISION OF A SERVICE PROVIDER TO UNDERTAKE ESTIMATION OF CONSTRUCTION MATERIALS FOR THE VARIOUS KZNLH PROJECTS FOR A PERIOD OF FOUR (4) MONTHS

## T2.2-03: 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 (**Consultant must refer to the works information for a full description of the Scope of Services**):

1. Outline of proposed approach
2. Development of construction materials quantities and cost estimate process
3. Detailed list of other resources, professional skills and utilized including a resource matrix
4. Management tools and system

The tenderer must attach their Approach Paper to this page.

DESCRIPTION OF THE SERVICES: FOR THE PROVISION OF A SERVICE PROVIDER TO UNDERTAKE ESTIMATION OF CONSTRUCTION MATERIALS FOR THE VARIOUS KZNLH PROJECTS FOR A PERIOD OF FOUR (4) MONTHS

The scoring of the approach paper will be as follows:

			<b>Approach is clearly articulated and based on the Works Information</b>	<b>Demonstrates a clear understanding of the project objectives</b>
			<b>Points 30</b>	<b>57%</b>
			<b>43%</b>	
<b>Elements:</b>	<b>Weight</b>	<b>Score</b>		
<b>Outline of proposed approach</b>	<b>10%</b>	<b>0</b>	The Tenderer has submitted no information or inadequate information to determine a score.	
<b>Development of construction materials quantities and cost estimate process</b>	<b>40%</b>	<b>40</b>	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.	
<b>Resource matrix</b>	<b>10%</b>	<b>70</b>	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.	
<b>Management tools and system</b>	<b>10%</b>	<b>90</b>	The approach is specifically 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 to managing risk etc. is specifically tailored to the critical characteristics of the project. Supported by sample of quality controls.	
<b>Detailed method statement</b>	<b>30%</b>	<b>100</b>	Besides meeting the "90" rating, the important elements 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.	

DESCRIPTION OF THE SERVICES: FOR THE PROVISION OF A SERVICE PROVIDER TO UNDERTAKE ESTIMATION OF CONSTRUCTION MATERIALS FOR THE VARIOUS KZNLH PROJECTS FOR A PERIOD OF FOUR (4) MONTHS

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 \_\_\_\_\_

## T2.2-04: Authority to submit a Tender

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

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

### A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors

### B. Certificate for Partnership

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

Name	Address	Signature	Date

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

### C. Certificate for Joint Venture

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

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

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

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

### D. Certificate for Sole Proprietor

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

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position Sole Proprietor

**T2.2-05: 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.





TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2023/05/0022/28930/RFQ

DESCRIPTION OF THE SERVICES: FOR THE PROVISION OF A SERVICE PROVIDER TO UNDERTAKE ESTIMATION OF CONSTRUCTION MATERIALS FOR THE VARIOUS KZNLH PROJECTS FOR A PERIOD OF FOUR (4) MONTHS

## T2.2-06 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.						

**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).

## **T2.2-07 : ANNEXURE 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**

<b>Name</b>	<b>Identity number</b>	<b>Personal income tax number</b>

\* 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 Broad-Based Black Economic Empowerment [**B-BBEE**] Status Level of Contribution.

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

#### 1. GENERAL CONDITIONS

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

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

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

1.3 Preference points for this bid shall be awarded for:

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

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

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

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

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

#### 2. DEFINITIONS

- (a) "**all applicable taxes**" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

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

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

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

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

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

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

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

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

## 5. BID DECLARATION

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

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

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

## 7. SUB-CONTRACTING

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

(***Tick applicable box***)

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

- 7.1.1 If yes, indicate:

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

(***Tick applicable box***)

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


## 8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

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

[ TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If a bidder submitted false information regarding its B-BBEE status level of contributor,, which will affect or has affected the evaluation of a bid, or where a bidder has failed to



declare any subcontracting arrangements or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Transnet reserves the right to penalise the bidder up to 10 percent of the value of the contract;
- (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
- (f) forward the matter for criminal prosecution.

WITNESSES

1. ....

.....  
SIGNATURE(S) OF BIDDERS(S)

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>2</sup> in the enterprise,

<sup>2</sup> 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.

- 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

2.2

Do you,  
or any

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

- 2.2.1 If so, furnish particulars:

.....  
.....

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

**YES/NO**

- 2.3.1 If so, furnish particulars:

.....  
.....

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods,

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

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

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

## **T2.2-08 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

**T2.2-09: RFP DECLARATION FORM**

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

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

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

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

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Indicate nature of relationship with Transnet:

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

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

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

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

### IMPORTANT NOTICE TO RESPONDENTS

- Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of tenders exceeding R5,000,000.00 (five million S.A. Rand) in value. Should a Respondent have any material concern regarding 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](http://www.transnet.net).
- An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to [procurement.ombud@transnet.net](mailto:procurement.ombud@transnet.net)
- For transactions below the R5, 000,000.00 (five million S.A. Rand) threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division.
- All Respondents should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a bidder on its List of Excluded Bidders.

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## T2.2-10: REQUEST FOR PROPOSAL – BREACH OF LAW

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

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

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

NATURE OF BREACH:

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DATE OF BREACH: \_\_\_\_\_

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

## **T2.2-11: Certificate of Acquaintance with Tender Documents**

NAME OF TENDERING ENTITY:

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

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

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

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

## **T2.2-12 Service Provider Integrity Pact**

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

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

### **INTEGRITY PACT**

Between

**TRANSNET SOC LTD**

Registration Number: 1990/000900/30

("Transnet")

and

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

## **PREAMBLE**

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

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

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

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

## **1 OBJECTIVES**

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

## **2 COMMITMENTS OF TRANSNET**

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

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



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

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

### 3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

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

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

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

a) Human Rights

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

b) Labour

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

c) Environment

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

d) Anti-Corruption

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

## 4 INDEPENDENT TENDERING

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

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

4.2 The Tenderer has arrived at his submitted Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive tendering.

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

## 5 DISQUALIFICATION FROM TENDERING PROCESS

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

exclude the Tenderer/Service Provider /Contractor from future tendering processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, which will include amongst others the number of transgressions, the position of the transgressors within the company hierarchy of the Tenderer/Service Provider/Contractor and the amount of the damage. The exclusion will be imposed for up to a maximum of 10 (ten) years. However, Transnet reserves the right to impose a longer period of exclusion, depending on the gravity of the misconduct.

- 5.3 If the Tenderer/Service Provider/Contractor can prove that it has restored the damage caused by it and has installed a suitable corruption prevention system, or taken other remedial measures as the circumstances of the case may require, Transnet may at its own discretion revoke the exclusion or suspend the imposed penalty.

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

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

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

## **7 PREVIOUS TRANSGRESSIONS**

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

its registration on the Tenderer's/Service Provider's/Contractor's database or any tendering process.

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

## **8 SANCTIONS FOR VIOLATIONS**

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

## **9 CONFLICTS OF INTEREST**

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

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

- 9.3 If a Tenderer/Service Provider/Contractor has or becomes aware of a conflict of interest i.e. a family, business and / or social relationship between its owner(s)/



member(s)/director(s)/partner(s)/shareholder(s) and a Transnet employee/ member of Transnet's Board of Directors in respect of a Tender which will be considered for the Tender process, the Tenderer/Service Provider/ Contractor:

- a) must disclose the interest and its general nature, in the Request for Proposal ("RFX") declaration form; or
- b) must notify Transnet immediately in writing once the circumstances has arisen.

9.4 The Tenderer/Service Provider/Contractor shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any committee member or any person involved in the sourcing process, where this is done, Transnet shall be entitled forthwith to rescind the contract and all other contracts with the Tenderer/Service Provider/Contractor.

## 10 DISPUTE RESOLUTION

10.1 Transnet recognises that trust and good faith are pivotal to its relationship with its Tenderer / Service Provider / Contractor. When a dispute arises between Transnet and its Tenderer / Service Provider / Contractor, the parties should use their best endeavours to resolve the dispute in an amicable manner, whenever possible. Litigation in bad faith negates the principles of trust and good faith on which commercial relationships are based. Accordingly, following a blacklisting process as mentioned in paragraph 6 above, Transnet will not do business with a company that litigates against it in bad faith or is involved in any action that reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:

- a) **Vexatious proceedings:** these are frivolous proceedings which have been instituted without proper grounds;
- b) **Perjury:** where a Tenderer / Service Provider / Contractor make a false statement either in giving evidence or on an affidavit;
- c) **Scurrilous allegations:** where a Tenderer / Service Provider / Contractor makes allegations regarding a senior Transnet employee which are without proper foundation, scandalous, abusive or defamatory; and
- d) **Abuse of court process:** when a Tenderer / Service Provider / Contractor abuses the court process in order to gain a competitive advantage during a Tender process.

## 11 GENERAL

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

11.2 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the law relating to any civil or criminal proceedings.

11.3 The validity of this Integrity Pact shall cover all the tendering processes and will be valid for an indefinite period unless cancelled by either Party.

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



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

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

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

Signature .....

Date .....

## **T2.2-13 : Supplier Code of Conduct**

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

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

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

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

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

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

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

- 
- There may be times when a supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our Suppliers to use our "Tip-offs Anonymous" Hot line to report these acts. (0800 003 056).

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

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

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

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

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### ***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

## **T2.2-14 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")**

### **1. PREAMBLE AND INTRODUCTION**

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

### **2. PROTECTION OF PERSONAL INFORMATION**

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

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

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

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

YES	
-----	--

NO	
----	--

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

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

### 3. **SOLE AGREEMENT**

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

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2022

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

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

(Operator)

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

#### **AS WITNESSES:**

1. Name: \_\_\_\_\_ Signature: \_\_\_\_\_

2. Name: \_\_\_\_\_ Signature: \_\_\_\_\_

## T2.2-15 Domestic Prominent Influential Persons (DPIP) Or Foreign Prominent Public Officials (FPPO)

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

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

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

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

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

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

## 2. SERVICE LEVELS

2.1 Transnet reserves the right to request that any member of the Service provider's team involved on the Transnet account be replaced if deemed not to be adding value for Transnet.

2.2 The Service provider guarantees that it will achieve a 95% [ninety-five per cent] service level on the following measures:



- 
- a) Random checks on compliance with quality/quantity/specifications
  - b) On-time delivery

2.3 The Service provider must provide a telephone number for customer service calls.

2.4 Failure of the Service provider to comply with stated service level requirements will give Transnet the right to cancel the contract in whole, without penalty to Transnet, giving 30 [thirty] calendar days' notice to the Service provider of its intention to do so.

**Acceptance of Service Levels:**

<b>YES</b>		<b>NO</b>	
------------	--	-----------	--

## T2.2-16: Insurance provided by the *Consultant*

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

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

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

## T2.2-17: Three (3) years audited financial statements

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

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

.....

.....

.....

.....

.....

.....

.....

## **PART C: THE CONTRACT**

## **PART C1: AGREEMENTS AND CONTRACT DATA**

## C1.1 FORM OF OFFER & ACCEPTANCE

### Offer

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

**FOR THE PROVISION OF A SERVICE PROVIDER TO UNDERTAKE ESTIMATION OF CONSTRUCTION MATERIALS FOR THE VARIOUS KZNLH PROJECTS FOR A PERIOD OF FOUR (4) 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:**

*(Insert name and address of organisation)*

Name &  
signature of  
witness

Date



## Acceptance

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

The terms of the contract, are contained in:

Part C1            Agreements and Contract Data, (which includes this Form of Offer and Acceptance)

Part C2            Pricing Data

Part C3            Scope of Services

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

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

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

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



Signature(s)

Name(s)

Capacity

**for the  
Employer:**

Name &  
signature of  
witness

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

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

*(Insert name and address of organisation)*

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

Name &  
signature  
of witness

Date

## C1.2 Contract Data

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

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	A: Priced contract with activity schedule
	dispute resolution Option and secondary Options	W1: Dispute resolution procedure
		X2: Changes in the law
		X7: Delay damages
		X10: <i>Employer's Agent</i>
		X11: Termination by the <i>Employer</i>
		X18: Limitation of liability
	of the NEC3 Professional Services Contract (June 2005) (amended June 2006 and April 2013)	
10.1	The <i>Employer</i> is (Name):	Transnet SOC Ltd
	Address	Registered address: Transnet Corporate Centre 138 Eloff Street Braamfontein Johannesburg 2000
	Having elected its Contractual Address for the purposes of this contract as:	Transnet National Ports Authority 237 Mahatma Gandhi, Queens Warehouse Durban 4001
11.2(9)	The <i>services</i> are	The provision of consultant to estimation of construction material requirements for the various KZN_LH projects

TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER : TNPA/2023/05/0022/28930/RFQ

TENDER NUMBER: FOR THE PROVISION OF A SERVICE PROVIDER TO UNDERTAKE ESTIMATION OF CONSTRUCTION MATERIALS FOR THE VARIOUS KZNLH PROJECTS FOR A PERIOD OF FOUR (4) MONTHS

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

- Availability of the historical project information
- Availability of the key stockholder for data review and collection.

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

## 2 The Parties' main responsibilities

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

## 3 Time

31.2	The <i>starting date</i> is	.....	
11.2(3)	The <i>completion date</i> for the whole of the services is	.....	
11.2(6)	The <i>key dates</i> and the <i>conditions</i> to be met are:	<b>Condition to be met</b>	<b>key date</b>
		1	
		2	
		3	

31.1	The <i>Consultant</i> is to submit a first programme for acceptance within	<b>2 (two) days when the starting date and completion date are established.</b>
32.2	The <i>Consultant</i> submits revised programmes at intervals no longer than	<b>4 (four) Days.</b>

## 4 Quality

40.2	The quality policy statement and quality plan are provided within	<b>1 (one) week of the Contract Date.</b>
41.1	The <i>defects date</i> is	<b>N/A</b>

## 5 Payment

50.1	The <i>assessment interval</i> is on the	<b>Completion of activates to successive month.</b>
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50.3	The <i>expenses</i> stated by the <i>Employer</i> are	<b>Item</b>	<b>Amount</b>
		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.	
<b>6</b>	<b>Compensation events</b>	No additional data required for this section of the <i>conditions of contract</i> .	
<b>7</b>	<b>Rights to material</b>	No additional data required for this section of the <i>conditions of contract</i> .	
<b>8</b>	<b>Indemnity, insurance and liability</b>		
81.1	The amounts of insurance and the periods for which the <i>Consultant</i> maintains insurance are		
	<b>Event</b>	<b>Cover</b>	<b>Period following Completion of the whole of the <i>services</i> or earlier termination</b>
	failure by the <i>Consultant</i> to use the skill and care normally used by professionals providing services similar to the <i>services</i>	Professional Indemnity insurance for not less than R5 000.00 (Five Thousand Rand) in respect of each claim, without limit to the number of claims	6 Weeks



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	death of or bodily injury to a person (not an employee of the <i>Consultant</i> ) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i>	<b>General Third Party Liability Insurance for all amounts falling within the excess of the policy, currently R1 000.00 (One Thousand Rand) each and every claim, and/or for all amounts in excess of the policy limits as detailed in the policy document or whatever the <i>Consultant</i> deems desirable in respect of each claim, without limit to the number of claims</b>	<b>0 Weeks</b>
	death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract	<b>The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Consultant</i> arising out of and in connection with this contract for any one event is that which is prescribed by the Compensation for Occupation Injuries and Diseases Act No. 130 of 1993 as amended.</b>	<b>0 Weeks</b>
	Motor Vehicle Liability Insurance	<b>Comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity for an amount of not less than R 10 000 000.00</b>	
81.1	The <i>Employer</i> provides the following insurances	<b>Professional Indemnity insurance in respect of failure of the <i>Consultant</i> to use the skill and care normally used by Professionals providing services similar to the services</b>  <b>General Third-Party Liability cover in respect of death of or bodily injury to a person (not an employee of the <i>Consultant</i>) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i></b>	



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82.1	The <i>Consultant's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	N/A
<b>9</b>	<b>Termination</b>	No additional data required for this section of the <i>conditions of contract</i> .
<b>10</b>	<b>Data for main Option clause</b>	
<b>A</b>	<b>Priced contract with activity schedule</b>	
21.3	The <i>Consultant</i> prepares forecasts of the total of the <i>expenses</i> at intervals of no longer than	..... weeks.
<b>11</b>	<b>Data for Option W1</b>	
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	
	<ul style="list-style-type: none"> <li>if the Parties cannot agree a choice or</li> <li>if the <i>arbitration procedure</i> does not state who selects an arbitrator, is</li> </ul>	The Chairman of the Association of Arbitrators (Southern Africa)
<b>12</b>	<b>Data for secondary Option clauses</b>	
<b>X7</b>	<b>Delay damages</b>	
X7.1	Delay damages for late Completion of the whole of the <i>services</i> are	R 500 per day after the targeted date of the report.
<b>X10</b>	<b>The <i>Employer's Agent</i></b>	
X10.1	The <i>Employer's Agent</i> is	
	Name:	Muziwokuthula Ntuli
	Address	237 Mahatma Gandhi Road, Durban, 4001
	The authority of the <i>Employer's Agent</i> is	Fully empowered to act on behalf of the <i>Employer</i> for the services covered by the contract.

• Written confirmation by all of the constituents:

- i. of their joint and several liability to the *Employer* to Provide the *services*;
- ii. proof of separate bank account/s in the name of the joint venture;
- iii. identification of the leader in the joint venture confirming the authority of the leader to bind the joint venture through the *Consultant's* representative;
- iv. Identification of the roles and responsibilities of the constituents to provide the *services*.

• Financial requirements for the Joint Venture:

- i. the working capital requirements for the Joint Venture and the extent to which and manner whereby this will be provided and/or guaranteed by the constituents from time to time;
- ii. the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture

11.2(9)	The <i>services</i> are	<b>The Provision of Professional Service Provider in The Port of Durban And Richards Bay For Project Management Services For a Period Of Twenty Four (24) Months</b>
11.2(10)	The following matters will be included in the Risk Register	<ul style="list-style-type: none"> <li>• <b>Availability of the historical project information</b></li> <li>• <b>Availability of the key stockholder for data review and collection.</b></li> </ul>
11.2(11)	The Scope is in	<b>Part C3.1: The Scope of the Contract Document</b>
12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.</b>

## C1.2 Contract Data

### Part two - Data provided by the *Consultant*

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

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

Clause	Statement	Data
10.1	The <i>Consultant</i> is (Name):	

TENDER NUMBER : TNPA/2023/05/0022/28930/RFO

FOR THE VARIOUS KZNLH PROJECTS FOR A PERIOD OF FOUR (4) MONTHS

Tel No.

22.1 The *Consultant's* key persons are:

Job:

Responsibilities:

Qualifications:

Experience:

2 Name:

Job

Responsibilities:

Qualifications:

Experience:

Info.

**CV's (and further *key persons* data including CVs) are appended to Tender Schedule entitled.....**

11.2(3) The *completion date* for the whole of the services is

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

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

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

1

2

**3**

31.1 The programme identified in the Contract Data is

50.3	The <i>expenses</i> stated by the <i>Consultant</i> are	item	amount
------	---	------	--------

TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER : TNPA/2023/05/0022/28930/RFQ

TENDER NUMBER: FOR THE PROVISION OF A SERVICE PROVIDER TO UNDERTAKE ESTIMATION OF CONSTRUCTION MATERIALS FOR THE VARIOUS KZNLH PROJECTS FOR A PERIOD OF FOUR (4) MONTHS

<b>A</b>	<b>Priced contract with activity schedule</b>	
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
<b>G</b>	<b>Term contract</b>	
11.2(25)	The <i>task schedule</i> is in	

## **PART C2: PRICING DATA**

## PART C2: PRICING DATA

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

## C2.1 Pricing instructions: Option A

### 1.1 The *conditions of contract*

### 1.2 How the contract prices work and assesses it for progress payment

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 Consultant is based on the activity schedule provided by the Employer. The activities listed by the Employer are the minimum activities acceptable and identify the specific activities which are required to achieve Completion. The activity schedule work breakdown structure is compiled to the satisfaction of the Employer with any additions and/or amendments deemed necessary.

1.3.4 The Consultant's detailed activity schedule summates back to the activity schedule provided by the Employer and is in sufficient detail to monitor completion of activities related to the Accepted Programme in order that payment of completed activities may be assessed.

1.3.5 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

Item	Activity Description	Proposed Payment split (%)	Price	Proposed Payment Date
1	Task order			
1.1	<b><i>The consultant to develop project quantities and cost estimate for the Estimate of the Construction Materials and Cost Estimates for the various Projects in the KZNLH Programme for the Port of Durban and the Port of Richards Bay.</i></b>			
1.1.1	Review and Breakdown of Richards Bay and Durban Masterplan Project Activities	Sum		
1.1.2	Submit Basis of estimate proposal and Workplan schedule	Sum		
1.1.3	Compile project quantities and cost estimate for Container (Richards Bay and Durban) related projects	Sum		
1.1.4	Compile project quantities and cost estimate for Automotive related projects	Sum		
1.1.5	Compile project quantities and cost estimate for Durban Road and Rail related projects	Sum		
1.1.6	Compile project quantities and cost estimate for Durban Marine related projects (Channel & Dredging)	Sum		
1.1.7	Compile project quantities and cost estimate for Richards Bay Marine related projects (Dredging)	Sum		
1.1.8	Compile project quantities and cost estimate for Richards Bay Road and Rail related projects	Sum		
1.1.9	Compile project quantities and cost estimate for Dry Bulk and Liquid Bulk related projects	Sum		
1.1.10	Compile project quantities and cost estimate for Navy base and satellite station	Sum		
1.1.11	Draft report for review	Sum		
1.1.12	Final report submission	Sum		
2	Workshops	Sum		
3	Disbursements	Sum		
	Total (Excl. VAT)			
	VAT at 15%			
	Total (Incl. VAT)			

\* This activity schedule is based on the initial scope of work as agreed on. Scope and timelines for deliverables may be modified due to changes in circumstances, with written consent required from both Parties.



## **PART C2: SCOPE OF SERVICES**

## PART 3: SCOPE OF SERVICES

Rev 1

Document reference	Title	No of pages
	This cover page	1
C3.1	<i>Provision of Services for:</i> <ul style="list-style-type: none"><li><b><i>Estimation of Construction Materials and Costs for the various KZNLH Projects</i></b></li></ul>	13
	Total number of pages	14

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## 1 EXECUTIVE OVERVIEW

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

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

Some of the key projects for the Programme include:

- 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

The Programme will roll-out a significant number of projects in the coming years. Many of these projects are mega projects that will demand significant quantities of construction materials during the execution phase. TNPA requires an estimate of these material requirements to assess its risk of supply.

The scope of this service will focus on using the current approved masterplan to provide an estimate the material quantities and associated costs that will be required for the various projects in the Port of Durban as well as the Port of Richards Bay. A list of all the projects referred herein is contained in Annexure A and Annexure B.

The *Consultant* shall mobilise, undertake, and complete the **Estimation of Construction Materials and Project Costs Estimates for the KZNLH Master Plan** that complies with the deliverables contained in this document.

## **2 DESCRIPTION OF THE SERVICES**

### **2.1 OBJECTIVE OF THE SERVICES**

The primary objective of the *Service* to provide **an Estimate of the Construction Materials and Project Cost Estimates for the various Projects in the KZNLH Programme for the Port of Durban and the Port of Richards Bay**. A list of all the projects referred herein is contained in Annexure A and Annexure B.

The *Consultant* must undertake, among other project management and quantity surveying functions, the following:

- a) Review and understand the scope of the KZNLH Master Plans and its various projects,
- b) Produce a report that outlines the basis for estimates
- c) Produce construction material quantities for the various projects
- d) Produce cost estimates for the projects,
- e) Engage stakeholders,
- f) Provide regular progress updates
- g) Approve and submit all Final Reports

### **2.2 SCOPE OF THE SERVICES SUMMARY**

The *Consultant* shall be responsible for providing and managing the necessary resources, subconsultants or specialist services to carry out all aspects of this assignment.

The *Consultant's* scope of services includes, but are not limited to:

- a) Confirmation of the Employer's requirements

- b) Verification of the list of work packages and finalization thereof for the various projects
- c) Estimation of the quantities of construction materials required for each project
- d) Compilation of the cost estimate for the projects
- e) Documentation including the assumptions which form the basis of the cost estimate
- f) Provision of material quantity requirements over the anticipated project timelines
- g) Engage with industry to gather intelligence
- h) Identify materials that can be sourced locally and those that would need to be imported
- i) Propose options to maximize locally supplied materials
- j) Identify & list long-lead items
- k) Identify construction material risks and mitigations
- l) Maintenance of a document control process
- m) Production of project progress reports,
- n) Production of presentation slides
- o) Produce all reports and documentation
- p) Knowledge management and transfer of skills to Transnet
- q) Submit all reports, drawings, and documents
- r) Supply project close-out documentation
- s) Close-out the study

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

- a) Carefully select resources with the required experience, skill, and attitude,
- b) Efficiently mobilise the necessary resources,
- c) Work closely with TNPA for any relevant information, guidance, and support,
- d) Foster team integration,
- e) Manage risks in a changing business environment

### 2.3 Submission of proposal

The Consultant must submit a comprehensive proposal, responding to the scope of works.

### 2.4 Award of the contract

Transnet will enter into an NEC Option A contract for this assignment.

## 3 DELIVERABLES

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

#### A. Work Package Structure

A preliminary work package structure for each project will be submitted to the Employer for review and acceptance

#### B. Construction Materials Estimate and final Report

Prepare and complete the quantities of construction material requirements for the various KZNLH Master Plan projects.

Based on the risk profile, quantity contingency values will be determined and considered in the estimate.

#### C. Cost Estimate and final Report

Prepare and complete the cost estimates for the various projects based on current information. Considering the risk profile, cost contingency values will be determined at

this stage for the total project cost estimate. Noting that there may be a sufficiently large forex component for material and labour on specific projects, provisions will be made accordingly for the forex portion of the cost estimate

**D. Final documents**

All documents including drawings, files and reports will be submitted to the *Employer* in native format.

**4 MANAGEMENT OF THE CONTRACT**

The Consultant 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.

The Consultant will obtain the permission and approval of TNPA before engaging any media or Stakeholder.

**5 REQUIRED RESOURCES FOR THE SERVICES**

The Consultant 's team shall as a minimum comprise the following key staff:

- i. Team Leader/Senior project Manager
- ii. Engineers
- iii. Quantity Surveyors



## 6 ANTICIPATED TIMELINES FOR KEY PROJECT MILESTONES

The Contract will be completed within **4 weeks of award**.

The following key milestones will be relevant to this assignment:

- a. Review of existing projects on the KZNLH programme and the master plans for Durban and Richards Bay
- b. Inception Report outlining the basis for determining material quantities and cost estimates
- c. Workplan schedule to complete the required quantity and cost estimates for each project
- d. Draft report for review
- e. Final report submission

Regular progress meetings with the Consultant will be established to track progress, manage risks & issues, seek direction, and formulate decisions.

## 7 CONTRACT CHANGE MANAGEMENT

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

Records of Claims, Payments & Assessments of Compensation Events must be kept by the *Consultant*.

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

- Records of staff mobilised on this assignment
- Records of Sub-Consultants appointed by the Consultant

## 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 Consultant 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 and 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

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.

Should the Consultant 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.

## 9 THE CONSULTANT'S INVOICES

- a) When the Employer's Agent certifies payment (see NEC PSC Sub-Clause 51.1) following an assessment date, the Consultant complies with the Employer's procedure for invoice submission.
- b) The invoice must correspond to the Employer's Agent assessment of the amount due to the Consultant as stated in the payment certificate.
- c) 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 Consultant;
  - Address (Physical and Postal) of the Consultant;
  - The Consultant'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 *Consultant* ensures that the *Employer* has his correct banking information to make the electronic payment transfer.
- All payments are provisional and subject to audit. The *Consultant* preserves his records for such a period of time as legislation requires, but in any event not less than five (5) years.
- The *Employer* deducts any amount owed by the *Consultant* to the *Employer* from any amount payable by the *Employer* to the *Consultant*.

## 10 ANNEXURES

### Annexure A: Port of Durban Master Plan with Project List





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



Technical Evaluation for a Service Provider to Undertake Estimation Of Construction Materials For The Various KZNLH Projects							
Evaluation Criteria		Description		Built Environment		Criteria	Weighting
Technical and Functionality	Management and CV's of EPCM resources.	Key Personal - Principle Project Manager Team Leader: Resources must have a relevant Professional Qualification in the field of expertise with 12 years experience on similar type Port and Marine project. Project Managers to have Professional Registration with a project management regulative professional body either locally or internationally	BSc/Btech in the Built Environment with ≥ 14 years' experience on similar type Port and Marine project and ≥ 8 years of supervisory experience = 100 points		CV, Qualification Certificates	10	
			BSc/Btech in the Built Environment with < 14 to >12 years' experience on similar type Port and Marine project and >6 to < 8 years of supervisory experience = 90 points				
			BSc/Btech in the Built Environment with = 12 years' experience on similar type Built Environment project and =6 years of supervisory experience = 70 points				
			BSc/Btech in the Built Environment with < 12 to ≥10 years' experience on similar type Built Environment project and <6 to ≥ 4 years of supervisory experience = 40 points				
			BSc/Btech in the Built Environment with < 10 years' experience on similar type Built Environment project and < 4 years of supervisory experience = 0 points				
		Key Personal - Engineers : Resources must have a BSc/Btech Qualification in the field of expertise with 10 years experience on engineering field. All Engineers to have a Professional Registration with a ECSA or international equivalent regulative professional body	BSc/Btech in the Engineering field and Professional Registration with a ECSA with ≥ 12 years experience on engineering work = 100 points		CV, Qualification Certificates	10	
			BSc/Btech in the Engineering field and Professional Registration with a ECSA with < 12 to >10 years experience on engineering work = 90 points				
			BSc/Btech in the Engineering field and Professional Registration with a ECSA with =10 years experience on engineering work = 70 points				
			BSc/Btech in the Engineering field and Professional Registration with a ECSA with < 10 to ≥6 years experience on engineering work = 40 points				
			BSc/Btech in the Engineering field and Professional Registration with a ECSA with < 6 years experience on engineering work = 0 points				
	Key Personal-Quantity Surveyor: Resources must have a relevant Professional Qualification in the field of expertise with 8 years experience on similar type Built Environment, Port and Marine project. Quantity Surveying to have a Professional Registration (SACQSP) or international equivalent regulative professional body.	BSc/Btech/NDp in the Built Environment with ≥ 10 years' experience on similar type Built Environment, Port and Marine project = 100 points		CV, Qualification and Certificates	40		
		BSc/Btech/NDp in the Built Environment with < 10 to >8 years' experience on similar type Built Environment, Port and Marine project = 90 points					
		BSc/Btech/NDp in the Built Environment with = 8 years' experience on similar type Built Environment project = 70 points					
		BSc/Btech/NDp in the Built Environment with < 8 to ≥6 years' experience on similar type Built Environment project = 40 points					
		BSc/Btech/NDp in the Built Environment with < 6 years' experience on similar type Built Environment project = 0 points					
	Technical Approach	Approach paper that responds to the scope of work and outlines proposed approach / methodology including that relating but not limited to workplan schedule, basis of estimate approach and an understanding of the project objective.	A high quality detailed project execution plan with proposed basis of estimate approach and workplan schedule methodology = 100 point		Position paper for execution of the project	20	
			Above average quality detailed project execution plan with proposed basis of estimate approach and workplan schedule methodology = 90 points				
			A standard quality detailed project execution plan with proposed basis of estimate approach and workplan schedule methodology = 70 points				
			Sub-standard Project execution plan with proposed basis of estimate approach and workplan schedule methodology = 40 points				
			No Project execution plan = 0 Points				
	Sub-total					80	
Estimated Project Duration		Provide your proposed detailed Gantt chart Programme estimating duration from award to completion of study, detailed critical path and study activities.	< 3 weeks = 100 points		Project Delivery Grantt Chart	20	
			≥3 weeks to < 4 weeks = 90 points				
			= 4 weeks = 70 points				
			>4 weeks to ≤ 6 weeks = 40 points				
			> 6 weeks = 0 points				
		Sub total				20	
		TOTAL RATING					100
Technical Qualification Threshold = 70%.							