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**Transnet National Ports Authority**

an Operating Division of **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

**REQUEST FOR PROPOSAL (RFP)**

**FOR THE PROFESSIONAL SERVICES FOR PREFEASIBILITY STUDY FOR THE ENTRANCE PLAZA FACILITIES FOR THE PORT OF DURBAN FOR A PERIOD OF SIX (6) MONTHS.**

<b>RFP NUMBER</b>	<b>: TNPA/2023/05/0005/28443/RFP</b>
<b>ISSUE DATE</b>	<b>: 07 July 2023</b>
<b>COMPULSORY BRIEFING</b>	<b>: 13 July 2023</b>
<b>CLOSING DATE</b>	<b>: 25 July 2023</b>
<b>CLOSING TIME</b>	<b>: 17h00</b>
<b>TENDER VALIDITY PERIOD</b>	<b>: 12 weeks from closing date</b>

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## 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>Professional Services for Prefeasibility Study for the Entrance Plaza Facilities for the Port of Durban</b>
<b>TENDER DOWNLOADING</b>	<b>This Tender may be downloaded directly from the National Treasury eTender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> and the Transnet website at <a href="https://transnetetenders.azurewebsites.net">https://transnetetenders.azurewebsites.net</a> (please use Google Chrome to access Transnet link) <b>FREE OF CHARGE.</b></b>

<b>COMPULSORY TENDER CLARIFICATION MEETING</b>	<p>A Compulsory Tender Clarification Meeting will be conducted at <b>Transnet Ports Authority, Queen's Warehouse, 237 Mahatma Gandhi Rd, Port of Durban, first floor boardroom on the 13 July 2023, at 10:00am [10 O'clock]</b> for a period of <math>\pm 2</math> (two) hours. [Tenderers to provide own transportation and accommodation].</p> <p>The compulsory Tender Clarification Meeting will start punctually and information will not be repeated for the benefit of Tenderers arriving late.</p> <p><b>A Site visit/walk will take place, tenderers are to note:</b></p> <ul style="list-style-type: none"> <li>• Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats.</li> <li>• Tenderers without the recommended PPE will not be allowed on the site walk.</li> <li>• Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyser testing.</li> <li>• All forms of firearms are prohibited on Transnet properties and premises.</li> <li>• The relevant persons attending the meeting must ensure that their identity documents, passports or drivers licences are on them for inspection at the access control gates.</li> </ul> <p>Certificate of Attendance in the form set out in the <b>Returnable Schedule T2.2-01(a)</b> hereto must be completed and submitted with your Tender as proof of attendance is required for a <b>compulsory</b> site meeting and/or tender briefing.</p>
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	<p><b>Tenderers are required to bring this Returnable Schedule T2.2-01(a) to the Compulsory Tender Clarification Meeting to be signed by the <i>Employer's</i> Representative.</b></p> <p><b>Tenderers failing to attend the compulsory tender briefing will be disqualified.</b></p>
<b>CLOSING DATE</b>	<p><b>17:00pm on 25 July 2023</b></p> <p>Tenderers must ensure that tenders are uploaded timeously onto the system. <b>If a tender is late, it will not be accepted for consideration.</b></p>

## 2. TENDER SUBMISSION

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

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

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

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

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



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

### **3. CONFIDENTIALITY**

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

### **4. DISCLAIMERS**

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

- 4.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.
- 4.2. Not necessarily accept the lowest priced tender or an alternative Tender;
- 4.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;
- 4.4. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract;
- 4.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 4.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;
- 4.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;
- 4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);

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

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

## 6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

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

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## T1.2 TENDER DATA

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

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

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

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

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

	Part C4: Site information	C4.1 Site information
C.1.4	The Employer's agent is:	Procurement Officer
	Name:	Kabelo Zondo
	Address:	Transnet National Ports Authority, Venture Road, 1 <sup>st</sup> Floor, Open plan, Bayvue Building, Port of Richards Bay, 3900
	Tel No.	011 308 2063
	E – mail	<a href="mailto:Kabelo.zondo@transnet.net">Kabelo.zondo@transnet.net</a>
C.2.1	<p>Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:</p> <p><b>1. Stage One - Eligibility with regards to attendance at the compulsory clarification meeting:</b></p> <p>An authorised representative of the tendering entity or a representative of a tendering entity that intends to form a Joint Venture (JV) must attend the compulsory clarification meeting in terms C2.7</p> <p><b><i>Any tenderer that fails to meet the stipulated pre-qualifying criteria will be regarded as an unacceptable tender.</i></b></p> <p><b>2. Stage Two - Functionality:</b></p> <p>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 <b>60</b> points.</p> <p>The evaluation criteria for measuring functionality and the points for each criteria and, if any, each sub-criterion are as stated in C.3.11.3 below.</p> <p><b><i>Any tenderer that fails to meet the stipulated pre-qualifying criteria will be regarded as an unacceptable tender.</i></b></p>	
C.2.7	<p>The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. <b>Tenderers must complete and sign the attendance register.</b> Addenda will be issued to and tenders will only be received from those tendering entities including those entities that intends forming a joint venture appearing on the attendance register.</p>	

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

C.2.12 No alternative tender offers will be considered.

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

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

Identification details:	The tender documents must be uploaded with:
	<ul style="list-style-type: none"><li>▪ Name of Tenderer:</li><li>▪ Contact person and details:</li><li>▪ The Tender Number:</li><li>▪ The Tender Description:</li></ul>

Documents must be marked for the attention of:  
***Employer's Agent: Kabelo Zondo***

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: **17:00** on the **25 July 2023**  
Location: The Transnet e-Tender Submission Portal:  
(<https://transnetetenders.azurewebsites.net>)

**NO LATE TENDERS WILL BE ACCEPTED**

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

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

1. A valid Tax Clearance Certificate issued by the South African Revenue Services.  
**Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status.**
2. A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a **sworn affidavit** confirming annual turnover and level of black ownership, in line with the code of good practice, more together with the tender;
3. Proof of registration on the Central Supplier Database;

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

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

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

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

### Functionality Criteria

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

Functionality criteria	Sub-criteria	Sub-criteria points	Maximum number of points
<b>T2.2-01 Programme</b>  A Level 3 Microsoft Project or Primavera programme will be required for evaluation purposes.	Ability to execute the Services in terms of the Employer's requirements and within the required timeframe indicating, in a logical sequence, the order and timing of the services that will take place in order to Provide the Services clearly indicating the capacity & capability to achieve the dates stated in the Contract Data.	6	<b>15</b>
	Dates when access to the Site will be needed as well as submission, approval process and timing for prefeasibility requirements. All critical permits needed should be clear indicated on the Programme	2	
	The Professional Services Provider indicates how he plans in achieving the following dates and clearly demonstrates them on the schedule by complying with Clause 31.2 of the NEC PSC Initiates starting date, access dates, Key Dates, planned Completion, Sectional Completion Dates & Completion Date. In addition, the Programme must clearly demonstrate adequate provisions for Time Risk Allowance (TRA). Time Risk Allowances are not float, are owned by the Tenderer, can be included in the activity duration and	2	

	illustrated in the schedule in a code field or as an attachment.		
	The Programme must clearly support and demonstrate alignment to the approach paper as contained under T.2-04. In addition, annexed to the Programme, a basis of schedule document is required, stipulating, but not limited to, underlying assumptions, conditions, constraints, and approach to Providing the Services as detailed in the Programme.	5	
<b>T2.2-02 CV's of Key Persons</b>	The tenderer to demonstrate that the appointed project personnel have sufficient knowledge, experience and qualifications to provide the required services.		<b>25</b>
	Relevant years of experience for the following: <ul style="list-style-type: none"> <li>• Architect</li> <li>• Traffic Engineer</li> <li>• Civil Engineer</li> <li>• Structural Engineer</li> <li>• Project Manager/Planner</li> </ul>	12	
	Education, training and skills for the following: <ul style="list-style-type: none"> <li>• Architect</li> <li>• Traffic Engineer</li> <li>• Civil Engineer</li> <li>• Structural Engineer</li> <li>• Project Manager/Planner</li> </ul>	13	
<b>T2.2-03 Previous Experience</b>	The tenderer to demonstrate their company's previous experience on completed pre-feasibility or feasibility or detail design of Entrance Plaza Facility or similar projects completed over the last 10 years by submitting a sufficiently detailed letter of completion for each project with project data, names & contact details of Clients for which projects were undertaken as proof of project completion.	25	<b>25</b>
<b>T2.2-04 Approach Paper</b>	Technical approach paper and methodology that responds to the Scope of Services and outlines proposed approach and methodology including that relating but not limited to programme, method statement, technical approach and an understanding of the project objectives.	25	<b>25</b>

<b>T2.2-05 Organisation and Staffing</b>	The tenderer should propose the project team by submitting the organizational organogram indicating main disciplines involved, the key staff member / expert responsible for each discipline, and the proposed technical support staff for the successful completion of the project.	10	<b>10</b>
<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: Programme
- T2.2-02: CV's of Key Persons
- T2.2-03: Previous Experience
- T2.2-04: Approach Paper
- T2.2-05: Organisation and Staffing

Each evaluation criteria will be assessed in terms of scores of 0, 20, 40, 60, 80 or 100.

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

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

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

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

Thresholds	Minimum Threshold
Technical / functionality	60

Evaluation Criteria	Final Weighted Scores
Price and Total Cost of Ownership	80
Specific goals - Scorecard	20
<b>TOTAL SCORE:</b>	<b>100</b>

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

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

Selected Specific Goal	Number of points allocated (80/20)
B-BBEE Level of contributor (1 or 2)	10
30% Black Women Owned Entities	10
Non-Compliant and/or B-BBEE Level 3-8 contributors	0

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

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

scorecard will be accepted) as per DTIC guidelines

The maximum points for this bid are allocated as follows:

DISCRIPTION	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION <ul style="list-style-type: none"> <li>B-BBEE Level of contributor (1 or 2)</li> <li>30% Black Women Owned Entities</li> </ul>	20
Total points for Price and Specific Goals must not exceed	100

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

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

- 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;
- the tenderer does not appear on Transnet's list for restricted tenderers and National Treasury's list of Tender Defaulters;
- the tenderer has fully and properly completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state.
- 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:
  - is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,



- b) is not undergoing a process of being restricted by Transnet or other state institution that Transnet may be aware of,
- c) 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,
- d) has the legal capacity to enter into the contract,
- e) 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,
- f) complies with the legal requirements, if any, stated in the tender data and
- g) is able, in the option of the employer to perform the contract free of conflicts of interest.

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

## Annex C

### Standard Conditions of Tender

#### C.1 General

##### C.1.1 Actions

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

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

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

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

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

##### C.1.2 Tender Documents

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

##### C.1.3 Interpretation

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

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

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

a) **conflict of interest** means any situation in which:

- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
- ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
- iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.

b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;

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

#### **C.1.4 Communication and employer's agent**

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

#### **C.1.5 Cancellation and Re-Invitation of Tenders**

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

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

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

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

#### **C.1.6 Procurement procedures**

##### **C.1.6.1 General**

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

##### **C.1.6.2 Competitive negotiation procedure**

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

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

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

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

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

### **C.1.6.3 Proposal procedure using the two stage-system**

#### **C.1.6.3.1 Option 1**

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

#### **C.1.6.3.2 Option 2**

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

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

## **C.2 Tenderer's obligations**

### **C.2.1 Eligibility**

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

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

### **C.2.2 Cost of tendering**

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

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

### **C.2.3 Check documents**

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

#### **C.2.4 Confidentiality and copyright of documents**

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

#### **C.2.5 Reference documents**

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

#### **C.2.6 Acknowledge addenda**

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

#### **C.2.7 Clarification meeting**

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

#### **C.2.8 Seek clarification**

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

#### **C.2.9 Insurance**

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

#### **C.2.10 Pricing the tender offer**

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

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

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

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

#### **C.2.11 Alterations to documents**

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

**C.2.12 Alternative tender offers**

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

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

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

**C.2.13 Submitting a tender offer**

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

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

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

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

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

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

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

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

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

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

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



### **C.2.15 Closing time**

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

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

### **C.2.16 Tender offer validity**

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

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

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

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

### **C.2.17 Clarification of tender offer after submission**

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

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

### **C.2.18 Provide other material**

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

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

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

### **C.2.19 Inspections, tests and analysis**

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

### **C.2.20 Submit securities, bonds and policies**

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

**C.2.21 Check final draft**

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

**C.2.22 Return of other tender documents**

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

**C.2.23 Certificates**

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

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

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

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

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

**C.3.2 Issue Addenda**

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

**C.3.3 Return late tender offers**

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

**C.3.4 Opening of tender submissions**

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

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



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

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

### **C.3.5 Two-envelope system**

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

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

### **C.3.6 Non-disclosure**

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

### **C.3.7 Grounds for rejection and disqualification**

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

### **C.3.8 Test for responsiveness**

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

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

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

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

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

**C.3.9 Arithmetical errors, omissions and discrepancies**

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

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

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

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

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

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

**C.3.10 Clarification of a tender offer**

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

**C.3.11 Evaluation of tender offers**

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

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

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

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

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

#### C.3.11.1 General

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

#### C.3.12 Insurance provided by the employer

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

#### C.3.13 Acceptance of tender offer

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

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

#### C.3.14 Prepare contract documents

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

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

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

**C.3.15 Complete adjudicator's contract**

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

**C.3.16 Registration of the award**

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

**C.3.17 Provide copies of the contracts**

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

**C.3.18 Provide written reasons for actions taken**

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

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

### **2.1.1 Stage One: this schedule is required for eligibility purposes:**

T2.2-01(a) **Eligibility Criteria Schedule:** Certificate of attendance at Compulsory Tender Clarification Meeting

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

- T2.2-01 **Evaluation Schedule:** Programme
- T2.2-02 **Evaluation Schedule:** CV's of Key Persons
- T2.2-03 **Evaluation Schedule:** Previous Experience
- T2.2-04 **Evaluation Schedule:** Approach Paper
- T2.2-05 **Evaluation Schedule:** Organisation and Staffing

### **2.1.3 Returnable Schedules:**

#### **General:**

- T2.2-06 Letter of Good Standing
- T2.2-07 Authority to submit tender
- T2.2-08 Record of addenda to tender documents
- T2.2-09 Risk Elements
- T2.2-10 Agreement in terms of Protection of Personal Information Act (POPIA)
- T2.2-11 Valid proof of Respondent's compliance to Specific Goals evidence  
(Preference Claim Form) requirements stipulated in SBD6.1.  
ANNEX G Compulsory Enterprise Questionnaire

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

- T2.2-12 Non-Disclosure Agreement
- T2.2-13 RFP Declaration Form
- T2.2-14 RFP – Breach of Law
- T2.2-15 Certificate of Acquaintance with Tender Document
- T2.2-16 Service Provider Integrity Pact
- T2.2-17 Supplier Code of Conduct
- T2.2-18 Schedule of Proposed Sub Consultants

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

- T2.2-19 Form of Intent to provide a Performance Guarantee
- T2.2-20 Insurance provided by the Consultant
- T2.2-21 Principal Controlled Insurance (PCI)
- T2.2-22 Three (3) years audited financial statements

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

- T2.2-23 Transnet Vendor Registration Form

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

## **2.3 C1.2 Contract Data**

## **2.4 C1.3 Forms of Securities**

## **2.5 C2.1 Pricing Instructions Activity Schedule**

## **2.6 C2.2 Priced Activity Schedule**

**T2.2-01(a): Eligibility Criteria Schedule:****Certificate of Attendance at Tender Clarification Meeting**

This is to certify that

(Company Name)

Represented  
by:

(Name and  
Surname)

Was represented at the compulsory tender clarification meeting

Held at:	Transnet Ports Authority, Queen's Warehouse, 237 Mahatma Gandhi Rd, Port of Durban, first floor boardroom	
On (date)	13 July 2023	Starting time: <b>10:00am</b>

**Particulars of person(s) attending the meeting:**

Name

Signature

Capacity

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

Name

Signature

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

Date

13 July 2023

## T2.2-01: Evaluation Schedule: Programme

### Note to tenderers:

#### Programme

The Tenderer details the proposed programme below or makes reference to his proposed programme and attaches it to this schedule. The Tenderer's attention is drawn to core clause 31 of the NEC3(PSC) Professional services contract regarding the items to be shown on a programme.

The tenderer shall provide the proposed programme showing but not limited to the following: Ability to execute the *services* in terms of the *Employer's* requirements and within the required timeframe indicating, in a logical sequence, the order and timing of the construction that will take place in order to Provide the Services clearly indicating the capacity & capability to achieve the dates stated in the Contract Data.

- Dates when the *Profesional Services Provider* will need *access* to any part of the site and/or persons and/or information, as well as submission approval process and timing for Health & Safety Files, Environmental Files and Quality Files pre-requisites/requirements. Requirements for submission and acceptance process for designs. In addition the Programme must clearly demonstrate adequate provision for the review and acceptance process associated with deliverables requiring the *Employer's* acceptance including due cognizance taken of the timeframes associated with undertaking same and any other items of this nature. Moreover the Programme must clearly demonstrate adequate provision for the process and timeframes associated with undertaking procurement processes for all long lead items, inductions, permits, medicals, plant and equipment approvals and any required certifications in this regard. In addition, the Programme must clearly demonstrate adequate provision for the process and timeframes associated with undertaking all requirements related to Covid-19 readiness and compliance in line with the *Employer's* Works Information in this regard.
- The *Profesional Services Provider* indicates how he plans in achieving the following dates and clearly demonstrates them on the schedule by complying with Clause 31.2 of the NEC PSC – Initiates *starting date*, *access dates*, *key dates*, planned Completion,



Sectional Completion Dates & Completion Date. In addition, the Programme must clearly demonstrate adequate provisions for Time Risk Allowance (TRA). Time Risk Allowances are not float, are owned by the Tenderer, can be included in the activity duration and illustrated in the schedule in a code field or as an attachment.

- The Programme must clearly support and demonstrate alignment to the Approach Paper as contained under T.2-04. In addition, annexed to the Programme, a basis of schedule document is required, stipulating, but not limited to, underlying assumptions, conditions, constraints, and approach to Providing the *Services* as detailed in the Programme.

The scoring of the Programme will be as follows:

Score	Evaluation Criteria			
	Ability to execute the Services in terms of the <i>Employer's</i> requirements and within the required timeframe indicating, in a logical sequence, the order and timing of the services that will take place in order to Provide the Services clearly indicating the capacity & capability to achieve the dates stated in the Contract Data.	Dates when the <i>Professional Services Provider</i> will need <i>access</i> to any part of the site and/or persons and/or information, as well as submission approval process and timing for Health & Safety Files, Environmental Files and Quality Files pre-requisites/requirements. Requirements for submission and acceptance process for designs. In addition the Programme must clearly demonstrate adequate provision for the review	The <i>Professional Services Provider</i> indicates how he plans in achieving the following dates and clearly demonstrates them on the schedule by complying with Clause 31.2 of the NEC PSC – Initiates <i>starting date, access dates, Key Dates, planned Completion, Sectional Completion Dates &amp; Completion Date</i> . In addition, the Programme must clearly demonstrate adequate provisions for Time Risk Allowance (TRA). Time Risk Allowances are not float, are owned by the Tenderer, can be included in the activity duration and illustrated in the	The Programme must clearly support and demonstrate alignment to the approach paper as contained under T.2-04. In addition, annexed to the Programme, a basis of schedule document is required, stipulating, but not limited to, underlying assumptions, conditions, constraints, and approach to Providing the <i>Services</i> as detailed in the Programme.

		and acceptance process associated with deliverables requiring the <i>Employer's</i> acceptance including due cognizance taken of the timeframes associated with undertaking same and any other items of this nature. Moreover the Programme must clearly demonstrate adequate provision for the process and timeframes associated with undertaking procurement processes for all long lead items, inductions, permits, medicals, plant and equipment approvals and any required	schedule in a code field or as an attachment.	
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		certifications in this regard. In addition, the Programme must clearly demonstrate adequate provision for the process and timeframes associated with undertaking all requirements related to Covid-19 readiness and compliance in line with the <i>Employer's Works Information</i> in this regard.		
	<b>6</b>	<b>2</b>	<b>2</b>	<b>5</b>
<b>Score 0</b>	The Tenderer has submitted no information to determine a score.	The Tenderer has submitted no information to determine a score.	The Tenderer has submitted no information to determine a score.	The Tenderer has submitted no information to determine a score.
<b>Score 20</b>	The programme is not acceptable as it will not satisfy project objectives or requirements. The tenderer has misunderstood the Scope of	<ul style="list-style-type: none"> <li>The tenderer has not addressed critical access requirements.</li> </ul>	<ul style="list-style-type: none"> <li>The tenderer has addressed some but not all date requirements and</li> </ul>	<ul style="list-style-type: none"> <li>No alignment between programme and approach paper.</li> </ul>

	Work and does not deal with the critical aspects of the overall programme/WBS element in question as a subset of the overall project.	<ul style="list-style-type: none"> <li>▪ The tenderer has not allowed timing for approval processes for SHEQ documentation.</li> <li>▪ The tenderer has not demonstrated any provisions for undertaking COVID-19 compliance and readiness requirements.</li> </ul>	<p>submission contains critical logic and sequencing errors which renders it unrealistic/unachievable.</p> <ul style="list-style-type: none"> <li>▪ The tenderer has not demonstrated Time Risk Allowance (TRA).</li> </ul>	<ul style="list-style-type: none"> <li>▪ The basis of schedule documentation contains insufficient detail, critical errors and omissions exist as such does not fully support the programme model.</li> <li>▪ Submission does not contain the minimum requirements as stipulated.</li> <li>▪ No alignment between basis of schedule documentation and the programme.</li> </ul>
<b>Score 40</b>	<p>The Programme must be in Microsoft Project/ Primavera software.</p> <p>The programme is generic, not practical and unrealistic, therefore is unlikely to satisfy project objectives or <i>Employer's</i> requirements regarding the WBS element in question as a subset of the overall project. The tenderer</p>	<ul style="list-style-type: none"> <li>▪ The tenderer has addressed critical but not all access requirements.</li> <li>▪ The tenderer has not allowed sufficient timing for approval</li> </ul>	<ul style="list-style-type: none"> <li>▪ The tenderer has addressed some but not all date requirements and submission contains critical logic and sequencing errors which renders it</li> </ul>	<ul style="list-style-type: none"> <li>▪ Critical errors and or omissions in alignment between programme and approach paper.</li> <li>▪ The basis of schedule documentation contains sufficient detail, but</li> </ul>

	has misunderstood certain aspects of the Scope of the Works and does not deal with the critical aspects of the project/WBS element in question as a subset of the overall project.	processes for SHEQ documentation.	unrealistic/unachievable. <ul style="list-style-type: none"> <li>The tenderer has demonstrated inadequate provision for Time Risk Allowance (TRA) i.e. TRA in insufficient quantities and not assigned to specific activities and/or critical components of the scope which are known to be subject to uncertainty.</li> </ul>	critical errors exist as such does not fully support the programme model. <ul style="list-style-type: none"> <li>Submission contains the minimum requirements as stipulated.</li> <li>No alignment between basis of schedule documentation and the programme.</li> </ul>
<b>Score 60</b>	<ul style="list-style-type: none"> <li>The Programme must be in Microsoft Project/ Primavera software.</li> <li>The overall programme/ WBS element in question addresses specific project objectives.</li> <li>The programme/WBS element in question is complete and sufficiently decomposed, as demonstrated in the overall project WBS which fully encompasses project/WBS element scope as detailed but not limited to the Works Information</li> </ul>	<ul style="list-style-type: none"> <li>The tenderer has adequately addressed all access requirements.</li> <li>The tenderer has not allowed sufficient timing for approval processes for SHEQ documentation.</li> <li>The tenderer has demonstrated</li> </ul>	<ul style="list-style-type: none"> <li>The tenderer has addressed all date requirements correctly and submission contains logic and sequencing which is accurate, and renders the submission realistic and achievable.</li> <li>The tenderer has demonstrated inadequate provision for Time Risk</li> </ul>	<ul style="list-style-type: none"> <li>Minor errors and or omissions in alignment between programme and approach paper.</li> <li>The basis of schedule documentation contains sufficient detail; minor errors still exist however critical aspects of programme model are adequately</li> </ul>

	<p>and Engineering Specification;</p> <ul style="list-style-type: none"> <li>▪ The programme/WBS element in question is not adequately predictive in that it contains minor errors or omissions in critical path/s.</li> <li>▪ Activity duration estimates demonstrate the fact that the programme does not present an accurate model of project risk.</li> <li>▪ The programme/WBS element in question contains minor errors and omissions in logic (i.e. horizontal and vertical traceability)</li> <li>▪ The programme/WBS element complies with some but not all the stipulations of NEC PSC Clause 31.2.</li> <li>▪ The programme/WBS element adequately demonstrates the sequence, methodology, resource allocations, and underlying approach to provision of the Services , in line with the requirements of the <i>Works Information</i> and Engineering Specification, as such adequately deals with the critical</li> </ul>	<p>adequate provisions for undertaking COVID-19 compliance and readiness requirements i.e. provisions are fully compliant with the <i>Employer's Works Information</i>.</p>	<p>Allowance (TRA) i.e. TRA in insufficient quantities, and not assigned to specific activities and/or critical components of the scope which are known to be subject to uncertainty.</p>	<p>substantiated.</p> <ul style="list-style-type: none"> <li>▪ Submission contains the minimum requirements as stipulated.</li> <li>▪ Minor errors and or omissions exist in alignment of the basis of schedule documentation and the programme model.</li> </ul>
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	<p>characteristics of overall project execution.</p> <ul style="list-style-type: none"> <li>▪ The programme does not demonstrate the Professional Services Provider's understanding of the critical success factors and risks associated with provision of the Services.</li> </ul>			
<b>Score 80</b>	<ul style="list-style-type: none"> <li>▪ The Programme must be in Microsoft Project/ Primavera software.</li> <li>▪ The overall programme/ WBS element in question addresses specific project objectives.</li> <li>▪ The programme/WBS element in question is complete and sufficiently decomposed, as demonstrated in the overall project WBS which fully encompasses project/WBS element scope as detailed but not limited to the Works Information and Engineering Specification;</li> <li>▪ The programme/WBS element in question is transparent in the demonstration of its basis;</li> <li>▪ The programme/WBS element in question</li> </ul>	<ul style="list-style-type: none"> <li>▪ The tenderer has adequately addressed all access requirements.</li> <li>▪ The tenderer has allowed sufficient timing for approval processes for SHEQ documentation.</li> <li>▪ The tenderer has demonstrated adequate provisions for undertaking COVID-19 compliance and readiness</li> </ul>	<ul style="list-style-type: none"> <li>▪ The tenderer has addressed all date requirements correctly and submission contains logic and sequencing which is accurate, and renders the submission realistic and achievable.</li> <li>▪ The tenderer has demonstrated adequate provision for Time Risk Allowance (TRA) i.e. TRA in sufficient quantities, correctly assigned to specific activities and/or critical components of the</li> </ul>	<ul style="list-style-type: none"> <li>▪ Programme and approach paper are fully aligned and submission contains no critical errors or omissions.</li> <li>▪ The basis of schedule documentation contains sufficient detail, no critical errors or omissions and as such fully supports the programme model.</li> <li>▪ Submission contains</li> </ul>



	<p>is predictive in that it provides meaningful critical path/s and an accurate/realistic model of project risk, the latter as demonstrated in activity duration estimates;</p> <ul style="list-style-type: none"> <li>▪ The programme/WBS element in question contains logic that is horizontally and vertically traceable;</li> <li>▪ The programme/WBS element in question is usable, as it allows for effective management decision making and action.</li> <li>▪ The programme/WBS element complies with the stipulations of NEC PSC Clause 31.2.</li> <li>▪ The programme/WBS element adequately demonstrates the sequence, methodology, resource allocations, critical success factors, risks and underlying approach to provision of the Services, in line with the requirements of the Works Information and Engineering Specification, as such adequately deals with the critical</li> </ul>	<p>requirements i.e. provisions are fully compliant with the <i>Employer's Works Information</i>.</p>	<p>scope which are known to be subject to uncertainty.</p>	<p>the minimum requirements as stipulated.</p> <ul style="list-style-type: none"> <li>▪ Basis of schedule documentation and the programme are fully aligned.</li> </ul>
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	characteristics of overall project execution.			
<b>Score 100</b>	Besides meeting the above "80" rating, the important issues are approached in an innovative and efficient way.	Besides meeting the above "80" rating, the important issues are approached in an innovative and efficient way.	Besides meeting the above "80" rating, the important issues are approached in an innovative and efficient way.	Besides meeting the above "80" rating, the important issues are approached in an innovative and efficient way.

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

Please describe the management arrangements for the *services*.

- A sufficiently detailed organogram indicating roles and responsibilities – and the names of the various team members and Key People.
- Comprehensive CVs should be attached to this schedule:

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

- Personal particulars;
- Qualifications (degrees, grades of membership of professional societies and valid Professional registrations, as stated in the table below all certified original certificates are to be attached);
- Skills;
- Name of current employer and position;
- Overview of post graduate experience (year, organisation, position and responsibilities); and
- Outline of recent assignments / detailed experience that has a bearing on the scope of work.

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. Qualifications including academic record to confirm specializing field
2. Details of the experience of the staff who will be employed for the scope of services
3. Resources should include

Key People	Names
Architect	
Traffic Engineer	
Civil Engineer	
Structural Engineer	
Project Manager/Planner	

No.	Resource description	Desired Requirements
Key Management and CV's		
1	Architect	<p>B. Arch or M. Arch</p> <p>Minimum Six years tertiary qualification, Professional Registration with South Africa Council for the Architectural Profession (SACAP) for the Architect.</p> <ul style="list-style-type: none"> <li>Minimum of 6 years relevant post graduate experience in discipline related</li> </ul>
2	Traffic Engineer	<p>BTech or BSc Degree</p> <p>Minimum Six years tertiary qualification, relevant BSc or BTech degree, Professional Registration with Engineering Council of South Africa (ECSA)</p> <ul style="list-style-type: none"> <li>Minimum of 6 years relevant post graduate experience in related discipline as a Traffic Engineer</li> </ul>
3	Civil Engineer	<p>BTech or BSc Degree</p> <p>Minimum Six years tertiary qualification, relevant BSc or BTech degree, Professional Registration with Engineering Council of South Africa (ECSA)</p> <ul style="list-style-type: none"> <li>Minimum of 6 years relevant post graduate experience in related discipline</li> </ul>
4	Structural Engineer	<p>BTech or BSc Degree</p> <p>Minimum Six years tertiary qualification, relevant BSc or BTech degree, Professional Registration with Engineering Council of South Africa (ECSA)</p> <ul style="list-style-type: none"> <li>Minimum of 6 years relevant post graduate experience in related discipline</li> </ul>
5	Project Manager/Planner	<p>Diploma, BTech or BSc Degree</p> <p>Minimum Six years tertiary qualification in one of the built environment disciplines with advance Microsoft Project Certificate for the Planner. Or PMP or Project management certification</p>

		<ul style="list-style-type: none"><li>• Minimum of 6 years relevant post graduate experience in discipline related</li></ul>
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The scoring of the Management & CV's of Key Persons will be as follows:

<b>Weight</b>	<b>Relevant years of experience for the following:</b>	<b>Education, training and skills for the following:</b>
30%	<b>Architect</b>	<b>Architect</b>
20%	<b>Traffic Engineer</b>	<b>Traffic Engineer</b>
20%	<b>Civil Engineer</b>	<b>Civil Engineer</b>
20%	<b>Structural Engineer</b>	<b>Structural Engineer</b>
10%	<b>Project Manager/Planner</b>	<b>Project Manager/Planner</b>
<b>Total Points 25</b>	<b>12</b>	<b>13</b>
<b>Score 0</b>	The tenderer has submitted no information or inadequate information to determine a score/ not registered and no experience	
<b>Score 20</b>	Each key Persons below have less than <b>3</b> years of post degree experience  <b>Architect</b> <b>Traffic Engineer</b> <b>Civil Engineer</b> <b>Structural Engineer</b> <b>Project Manager/Planner</b>	Each key person is a candidate registered with the relevant body or does not have prerequisite qualifications or certificates.  <b>Architect</b> <b>Traffic Engineer</b> <b>Civil Engineer</b> <b>Structural Engineer</b> <b>Project Manager/Planner</b>
<b>Score 40</b>	Each key persons below have experience of greater or equals to <b>3</b> years but less than 6 years post degree experience  <b>Architect</b> <b>Traffic Engineer</b> <b>Civil Engineer</b> <b>Structural Engineer</b>	Each key persons proposed to undertake the services have <b>Degrees and 2 years post professional registration in their respective fields</b>  <b>Architect - Architecture</b> <b>Traffic Engineer – Civil Engineering specialising in traffic management or similar</b> <b>Civil Engineer – Civil Engineering</b>

	<b>Project Manager/Planner</b>	<b>Structural Engineer</b> – Civil Engineering specialising in Structures <b>Project Manager/Planner</b> – Qualification in one of the built environment disciplines with advance Microsoft Project Certificate , Or PMP or Project management certification
<b>Score 60</b>	Each key persons below have experience of greater or equals to <b>6</b> years but less than <b>10</b> years post degree experience  <b>Architect</b> <b>Traffic Engineer</b> <b>Civil Engineer</b> <b>Structural Engineer</b> <b>Project Manager/Planner</b>	Each key persons proposed to undertake the services have <b>Degrees and 3 years post professional registration in their respective fields</b>  <b>Architect</b> - Architecture <b>Traffic Engineer</b> – Civil Engineering specialising in traffic management or similar <b>Civil Engineer</b> – Civil Engineering <b>Structural Engineer</b> – Civil Engineering specialising in Structures <b>Project Manager/Planner</b> – Qualification in one of the built environment disciplines with advance Microsoft Project Certificate , Or PMP or Project management certification
<b>Score 80</b>	Each key persons below have experience of greater or equals to <b>10</b> years but less than <b>15</b> years post degree experience  <b>Architect</b> <b>Traffic Engineer</b> <b>Civil Engineer</b> <b>Structural Engineer</b> <b>Project Manager/Planner</b>	Each key persons proposed to undertake the services have <b>Degrees and 4 years post professional registration in their respective fields</b>  <b>Architect</b> - Architecture <b>Traffic Engineer</b> – Civil Engineering specialising in traffic management or similar <b>Civil Engineer</b> – Civil Engineering <b>Structural Engineer</b> – Civil Engineering specialising in Structures <b>Project Manager/Planner</b> – Qualification in one of the built environment disciplines with advance Microsoft Project Certificate , Or PMP or Project management certification

<p><b>Score 100</b></p>	<p>Each key persons below have experience of greater or equals to <b>15</b> years and more post degree experience</p> <p><b>Architect</b>  <b>Traffic Engineer</b>  <b>Civil Engineer</b>  <b>Structural Engineer</b>  <b>Project Manager/Planner</b></p>	<p>Each key persons proposed to undertake the services have <b>Degrees and 5 years and more post professional registration in their respective fields</b></p> <p><b>Architect - Architecture</b>  <b>Traffic Engineer</b> – Civil Engineering specialising in traffic management or similar  <b>Civil Engineer</b> – Civil Engineering  <b>Structural Engineer</b> – Civil Engineering specialising in Structures  <b>Project Manager/Planner</b>– Qualification in one of the built environment disciplines with advance Microsoft Project Certificate , Or PMP or Project management certification</p>
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## T2.2-03: Evaluation Schedule: Previous Experience

### Note to tenderers:

Tenderers are required to demonstrate their company's previous experience on completed prefeasibility or feasibility or detail design stages of Entrance Plaza Facility or similar projects completed over the last ten years. Tenderers shall submit a sufficiently detailed letter of completion with project data, names & contact details of Clients for which projects were undertaken as proof of project completion

### Index of documentation attached to this schedule:

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Fill in as many line items as needed for the similar previous projects undertaken, starting from the most recent projects completed and attach the letter of completion for each project:

Client	Client contact details	Project description	Duration of project	Year of project completion	Contract value


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

<b>Points 25</b>	<b>Previous Experience</b>
<b>Score 0</b>	The tenderer has submitted no information or inadequate information to determine the score or submitted no letter of completion confirming completion of the works from the Client.
<b>Score 20</b>	The tenderer has limited experience on the prefeasibility, feasibility or detail design of Entrance Plaza Facility or similar projects, has successfully completed 1 similar project
<b>Score 40</b>	The tenderer has limited experience on the prefeasibility, feasibility or detail design of Entrance Plaza Facility or similar projects, has successfully completed 2 to 3 similar projects
<b>Score 60</b>	The tenderer has limited experience on the prefeasibility, feasibility or detail design of Entrance Plaza Facility or similar projects, has successfully completed 4 to 5 similar projects
<b>Score 80</b>	The tenderer has limited experience on the prefeasibility, feasibility or detail design of Entrance Plaza Facility or similar projects, has successfully completed 5 to 6 similar projects
<b>Score 100</b>	The tenderer has limited experience on the prefeasibility, feasibility or detail design of Entrance Plaza Facility or similar projects, has successfully completed 7 and more similar projects

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## **T2.2-04 : Evaluation Schedule: Approach Paper**

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

The approach paper should articulate what the Tenderer will provide in achieving the stated objectives for the project which should include details contained in the schedule which is aligned to the programme under T2.2-04. Tenderers to also exhibit a clear understanding of the Scope of Services and provide detailed method statements for all activities in the schedule incorporating industry standard best practice.

The Tenderer must as such explain his / her understanding of the objectives of the Services and the Employer's stated and implied requirements, highlight the issues of importance, and explain the technical approach they would adopt to address them. The approach paper should explain the methodologies 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 but not limited to the following critical aspects:

- a. Outline of proposed approach
- b. Narrative related to the programme
- c. Detailed method statement and technical approach to complete the pre-feasibility study
- d. Demonstrate an understanding of the project objectives
- e. Detailed list of equipment, plant and people to be utilized for completion of the pre-feasibility study

The Tenderer must attach his / her approach paper to this page.

The tenderer must refer to the Scope of Services for a full description of the Scope of Services.

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

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The scoring of the approach paper will be as follows:

<b>Points 25</b>	<b>Technical approach and methodology</b>
<b>Score 0</b>	The Tenderer has submitted no information to determine a score.
<b>Score 20</b>	The approach paper is not acceptable as it will not satisfy project objectives or requirements. The tenderer has misunderstood the Scope of Services and does not deal with the critical aspects of the project.
<b>Score 40</b>	Tenderer has submitted a technical approach with major omissions and/or irregularities. Tenderers technical approach and / methodology is poor, not realistic, generic and unlikely to satisfy project objectives or requirements. The tenderer misunderstood the Scope of Services and does not deal with the critical aspects of the project. The approach to managing services too generic and there are significant gaps identified on applicable legislation, approval processes, project management and/or quality assurance.
<b>Score 60</b>	The approach is tailored to address specific project objectives and requirements. The approach adequately deals with the critical aspects of the project. The approach to managing risk is adequate.
<b>Score 80</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 aspects of the project.
<b>Score 100</b>	Besides meeting the "80" rating, the critical aspects are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of state-of-the- art approaches.  The approach paper details ways to improve the project outcomes and the quality of the outputs.

## T2.2-05 : Evaluation Schedule: Organisation and Staffing

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

An organisation chart showing the proposed project team (including the key people you have identified in the Contract Data Part two, in addition to the minimum required key people stated in the Works Information)

The tenderer should propose the structure and composition of the project team i.e. the main disciplines involved, the key staff member / expert responsible for each discipline, and the proposed technical support staff.

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

The tenderer must attach his/her organisation and staffing proposal to this page.

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

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The scoring of the proposed organization and staffing will be as

follows:

<b>Points 10</b>	<b>Organisation and Staffing</b>
<b>Score 0</b>	The tenderer has submitted no information or inadequate information to determine a score.
<b>Score 20</b>	The organization chart and staffing plan do not address project requirements. There is overlapping/misallocation of tasks and responsibilities.
<b>Score 40</b>	The organization chart is sketchy, the staffing plan is weak in important areas of the project. There is no clarity in allocation of tasks and responsibilities.
<b>Score 60</b>	The organizational chart is complete and detailed, the technical level and composition of the staffing arrangements are adequate.
<b>Score 80</b>	Besides meeting the above "satisfactory" rating, staff are well balanced i.e. they show good co-ordination, complimentary skills, clear and defined duties and responsibilities.
<b>Score 100</b>	Besides meeting the above "good" rating, the proposed team is well integrated and includes proposed additional resources that will be used to address the project requirements in an outstanding manner.

## T2.2-06 Letter/s of Good Standing with the Workmen’s Compensation Fund

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

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

Name of Company/Members of Joint Venture:

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



## T2.2-07: Authority to submit a Tender

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

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

### A. Certificate for Company

I, \_\_\_\_\_, chairperson of the board of directors 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

## T2.2-08: Record of Addenda to Tender Documents

This schedule as submitted confirms that the following communications received from the *Employer* before the submission of this tender offer, amending the tender documents, have been taken into account in this specific tender offer:

	Date	Title or Details
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

Tenderers to identify and evaluate the potential risk elements associated with the Works and possible mitigation thereof. The risk elements and the mitigation as identified thereof by the Tenderer are to be submitted.

Tenderers are also to evaluate any risk/s stated by the *Employer* in Contract Data Part C1, and provide possible mitigation thereof.

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is a vertical margin line on the left side, creating a narrow left margin. The paper appears to be from a notebook or a standard ruled document.

## Part T2: Returnable Schedules

### T2.2-09: Risk Elements

## **T2.2-10: 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:**

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

- 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 \_\_\_\_\_ 2021

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:

\_\_\_\_\_

## **T2.2-11: Valid Proof of Respondent's Compliance to Specific Goals Evidence (Preference Claim Form) Requirements Stipulated in Sbd 6.1. Annex G Compulsory Enterprise Questionnaire**

The following particulars hereunder must be furnished.

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

**Section 1: Name of enterprise:** \_\_\_\_\_

**Section 2: VAT registration number, if any:** \_\_\_\_\_

**Section 3: CIDB registration number, if any:** \_\_\_\_\_

**Section 4: CSD number:** \_\_\_\_\_

**Section 5: Particulars of sole proprietors and partners in partnerships**

<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 Specific Goals contribution. Transnet will award preference points to companies who provide valid proof of evidence as per the table of evidence in paragraph 4.1 below.

#### 1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- 1.2 The value of this bid is estimated to 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;
  - (b) B-BBEE Status Level of Contribution; and
  - (c) Any other specific goal determined in the Transnet preferential procurement policy
- 1.4 The maximum points for this bid are allocated as follows:

	POINTS
<b>PRICE</b>	<b>80</b>
<ul style="list-style-type: none"><li>• <b>B-BBEE Level of contributor (1 or 2)</b></li><li>• <b>30% Black Women Owned Entities</b></li></ul>	<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 evidence required for any of the specific goals together with the bid will be interpreted to mean that preference points for that specific goal are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

## 2. DEFINITIONS

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

### 3. POINTS AWARDED FOR PRICE

#### 3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

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

Where

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

### 4. EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS

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

Specific Goals	Acceptable Evidence
B-BBEE Level of contributor (1 or 2)	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
30% Black Women Owned Entities	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline

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

Enterprise	B-BBEE Certificate & Sworn Affidavit
<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

<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

	<p>Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership</p> <p>Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard</p>
--	--

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

**(Tick applicable box)**

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

iv) Whether the sub-contractor is an EME or QSE.

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

[illegible]

## 8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES



.....

.....

.....

## 8.6 COMPANY CLASSIFICATION

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

[ *TICK APPLICABLE BOX* ]

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

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

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

## WITNESSES

1. ....

2. ....

.....

SIGNATURE(S) OF BIDDERS(S)

DATE: .....

**BIDDER'S DISCLOSURE****1. PURPOSE OF THE FORM**

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

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

**2. Bidder's declaration**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>2</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

2.2

Do

<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.

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

2.2.1 If so, furnish particulars:

.....  
 .....

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

**YES/NO**

2.3.1 If so, furnish particulars:

.....  
 .....

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious

<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.

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

## T2.2-12 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

## T2.2-13: 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.
8. We have acquainted ourselves and agree with the content of **T2.2-16** "Service Provider Integrity Pact".

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

### IMPORTANT NOTICE TO TENDERERS

- Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of tenders exceeding R5,000,000.00 (five million S.A. Rand) in value. Should a Tenderer have any material concern regarding an tender process which meets this value threshold, a complaint may be lodged with Transnet's Procurement Ombudsman for further investigation.
- It is incumbent on the Tenderer to familiarise himself/herself with the Terms of Reference for the Transnet Procurement Ombudsman, details of which are available for review at Transnet's website [www.transnet.net](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 Tenderers should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a tenderer on its List of Excluded Bidders.

## T2.2-14: Request for Proposal – Breach of Law

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

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

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

NATURE OF BREACH:

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DATE OF BREACH:

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

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

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SIGNATURE OF TENDER

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

NAME OF TENDERING ENTITY:

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

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

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

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SIGNATURE OF TENDERER



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

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

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

### **INTEGRITY PACT**

Between

**TRANSNET SOC LTD**

Registration Number: 1990/000900/30

("Transnet")

and

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

## **PREAMBLE**

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

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

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

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

## **1 OBJECTIVES**

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

## **2 COMMITMENTS OF TRANSNET**

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

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

party related to the contract in exchange for an advantage in the tendering process, Tender evaluation, contracting or implementation process related to any contract.

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

### 3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

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

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

the name and address of the foreign principals, if any, involved directly or indirectly in the registration or tendering process.

- 3.7 The Tenderer/Service Provider/Contractor will not misrepresent facts or furnish false or forged documents or information in order to influence the tendering process to the advantage of the Tenderer/Service Provider/Contractor or detriment of Transnet or other competitors.
- 3.8 Transnet may require the Tenderer/Service Provider/Contractor to furnish Transnet with a copy of its code of conduct. Such code of conduct must address the compliance programme for the implementation of the code of conduct and reject the use of bribes and other dishonest and unethical conduct.
- 3.9 The Tenderer/Service Provider/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 3.10 The Tenderer/Service Provider/Contractor confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human Rights, Labour, Anti-Corruption and the Environment when undertaking business with Transnet as follows:

a) Human Rights

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

b) Labour

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

c) Environment

- Principle 7: Businesses should support a precautionary approach to environmental challenges;

- Principle 8: undertake initiatives to promote greater environmental responsibility; and
- Principle 9: encourage the development and diffusion of environmentally friendly technologies.

d) Anti-Corruption

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

#### **4 INDEPENDENT TENDERING**

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

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

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

4.3 In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- a) prices;
- b) geographical area where Goods or Services will be rendered [market allocation];
- c) methods, factors or formulas used to calculate prices;
- d) the intention or decision to submit or not to submit, a Tender;
- e) the submission of a Tender which does not meet the specifications and conditions of the RFP; or
- f) tendering with the intention of not winning the Tender.

4.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications

and conditions or delivery particulars of the Goods or Services to which his/her tender relates.

- 4.5 The terms of the Tender as submitted have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.
- 4.6 Tenderers are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Tenders and contracts, Tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [**NPA**] for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.
- 4.7 Should the Tenderer find any terms or conditions stipulated in any of the relevant documents quoted in the Tender unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Tender. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be.

## **5 DISQUALIFICATION FROM TENDERING PROCESS**

- 5.1 If the Tenderer/Service Provider/Contractor has committed a transgression through a violation of section 3 of this Integrity Pact or in any other form such as to put its reliability or credibility as a Tenderer/Service Provider/Contractor into question, Transnet may reject the Tenderer's / Service Provider's / Contractor's application from the registration or tendering process and remove the Tenderer/Service Provider/Contractor from its database, if already registered.
- 5.2 If the Tenderer/Service Provider/Contractor has committed a transgression through a violation of section 3, or any material violation, such as to put its reliability or credibility into question. Transnet may after following due procedures and at its own discretion also exclude the Tenderer/Service Provider /Contractor from future tendering processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, which will include amongst others the number of transgressions, the position of the transgressors within the company hierarchy of the Tenderer/Service Provider/Contractor and the amount

of the damage. The exclusion will be imposed for up to a maximum of 10 (ten) years. However, Transnet reserves the right to impose a longer period of exclusion, depending on the gravity of the misconduct.

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

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

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



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

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

## **7 PREVIOUS TRANSGRESSIONS**

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

## **8 SANCTIONS FOR VIOLATIONS**

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

## 9 CONFLICTS OF INTEREST

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

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

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

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

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

9.3 If a Tenderer/Service Provider/Contractor has or becomes aware of a conflict of interest i.e. a family, business and / or social relationship between its owner(s)/ member(s)/director(s)/partner(s)/shareholder(s) and a Transnet employee/ member of Transnet's Board of Directors in respect of a Tender which will be considered for the Tender process, the Tenderer/Service Provider/ Contractor:

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

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

## 10 DISPUTE RESOLUTION

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

reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:

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

## 11 GENERAL

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

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

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

Signature .....

Date .....

## T2.2-17: Supplier Code of Conduct

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

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

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

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

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

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

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

- Win or retain business or to influence any act or decision of any person involved in sourcing decisions; or
- Gain an improper advantage.

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

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

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

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

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

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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



## T2.2-18: Schedule of 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.						

**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).

## T2.2-19: Form of Intent to Provide a Performance Guarantee

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

Name of Guarantor  
(Bank/Insurer)

Address

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

Signed

Name

Capacity

On behalf of (name of  
tenderer)

Date

### Confirmed by Guarantor's Authorised Representative

Signature(s)

Name (print)

Capacity

On behalf of Guarantor  
(Bank/insurer)

Date

## T2.2-20: Insurance provided by the *Consultant*

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

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

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

## T2.2-21: PRINCIPAL CONTROLLED INSURANCE (PCI)

To Whom It May Concern,

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

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

INSURED: Transnet (SOC) Limited

PERIOD: 1 April 2023 to 31 March 2024 (Both days inclusive)

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

THE INSURED'S VAT NO: 4720103177

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

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

### CONTRACT WORKS INSURANCE

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

Insurer : Mirabilis (Santam Limited)

Policy Number : MZAR35023-CAR

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

Territorial Limits : The Republic of South Africa.

Additional Co-Insureds:

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

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

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

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

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

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

### Definitions

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

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

Testing Period: 120 Days not consecutive.

Maintenance Period : 12 Months

Main Policy Extensions :

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

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

**Main Policy Exclusions :**

- War
- Nuclear Energy Risks
- Terrorism
- Computer Loss General Exception
- DE4 (All types of Works) for defective material workmanship design plan or specification.
- LEG 3 (Mechanical or Electrical Engineering Works only) for defective material workmanship design plan or specification. Limited to maximum of 15% of the total estimated contract value.
- Loss or damage arising during air transit or any ocean voyage or whilst in storage thereafter.
- Occurring during any defects/maintenance period unless cause occurred prior to such defects/maintenance period
- Disappearance or by shortage revealed during routine inventory or periodic stocktaking.
- Consequential loss of whatsoever nature.
- Normal wear and tear, normal atmospheric conditions, rust, erosion, corrosion or oxidation.
- Due to its own explosion breakdown or derangement occurring after the Testing Period which has operated under load conditions.
- Second hand property due to its own electrical or mechanical breakdown or explosion.
- Cyber and Data

**Deductibles:**

In respect of loss or damage:

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

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

Contracts with a contract value :	Major perils	Minor perils
0 to R100,000,000	R25,000	R15,000
R100,000,001 to R250,000,000	R50,000	R15,000

R250,000,001 to R500,000,000	R100,000	R25,000
R500,000,001 to R1,000,000,000	R150,000	R25,000

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

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

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

## **PUBLIC LIABILITY**

Cover Provided : Contract Works Public Liability – cover the Insured's legal liability in respect of loss or damage or injury to third parties arising out of work performed in respect of the Insured Contracts.

Insurer : Stalker Hutchinson (Santam Limited)

Policy Number: 6000/132335

Territorial Limits : The Republic of South Africa.

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

- a) Contracts which at award stage have a value in excess of R 1,000,000,000.
- b) Contracts with an estimated construction period at award exceeding 48 months but 60 months in respect of contracts awarded prior to 1 April 2020 for rail maintenance contracts For Transnet Freight & Rail and for Transnet Pipeline's logistical support for inline inspections and identification of defects in respect of Transnet's pipeline assets (all excluding Defects Liability/Maintenance period).
- c) Contracts with a Contractual Defects Liability Maintenance Period exceeding 24 months.
- d) Contracts involving construction or erection of petrochemical manufacturing plant(s) but this exclusion shall not apply to pipelines and other associated works undertaken by or on behalf of the Insured.
- e) Contracts in or on any aircraft.
- f) Off-shore contracts - "Off-shore contracts" means all works and installations in the sea or on the seabed and do not constitute normal Wet Risk Contracts like harbours, moles, bridges, wharves or sewage or cooling water intake or outlet facilities, piers, marinas, causeways, breakwaters, jetties, dry docks and



offshore pipelines when connected directly to onshore facilities and canal developments. "Off-Shore contracts" shall include oilrigs and oil platforms.

**Policy Limits:**

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

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

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

**General Policy Exclusions :**

The policy does not cover:-

- deliberate, conscious and intentional disregard to take reasonable precautions.
- fines, penalties, punitive and exemplary damages.
- Pollution unless caused by a sudden, unintended and unexpected occurrence.
- cost of removing, nullifying or cleaning up the effects of pollution unless caused by a sudden, unintended and unexpected occurrence.
- the hazardous nature of asbestos.
- War And Terrorism Risks.
- Nuclear Risks.
- Actual or alleged unlawful competition, unfair practices, abuse of monopoly power, cartel activities
- Compulsory Insurance

- Loss or damage and any consequence therefrom to any Data. •
- Sanctions Exclusion
- Grid Failure

## PROFESSIONAL INDEMNITY

Cover Provided :

Professional Indemnity

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

Insurer :

Stalker Hutchinson (Santam Limited)

Policy Number:

6000/132337

Jurisdiction :

Worldwide excluding North America

Insured Contracts:

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

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

Limit Of Indemnity:

Professional Indemnity -

\*R100,000,000 in the aggregate during the policy period of insurance.

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

**Policy Extension  
Limits Of Indemnity:**

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

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

**Deductibles:**

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

**Policy Special Conditions :**

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

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

**Policy Main Exclusions:**

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

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

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

Dennis Govender



Chief Broking Officer

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

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

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

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## T2.2-23: Transnet Vendor Registration

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

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

### General Terms and Conditions:

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

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

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

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

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

1. **If your annual turnover is R10 million or less**, then in terms of the DTI Generic Codes of Good Practice, you are classified as an Exempted Micro Enterprise (EME). If your company is classified as an EME, please include in your submission a sworn affidavit confirming your company's most recent annual turnover is less than R10 million and percentage of black ownership and black female ownership in the company (Appendix C) OR B-BBEE certificate issued by a verification agency accredited by SANAS in terms of the EME scorecard should you feel you will be able to attain a better

B-BBEE score. It is only in this context that an EME may submit a B-BBEE verification certificate. These EME sworn affidavits must be accepted by the . Government introduced this mechanism specifically to reduce the cost of doing business and regulatory burden for these entities and the template for the sworn affidavit is available at no cost on the website [www.thedti.gov.za](http://www.thedti.gov.za) or EME certificates at CIPC from [www.cipc.co.za](http://www.cipc.co.za).

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

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

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

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

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

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

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

**6.** It is in line with PPPFA Regulations, only valid B-BBEE status level certificate issued by an unauthorised body or person OR a sworn affidavit as prescribed by the B-BBEE Codes of Good

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Practice, OR any other requirement prescribed in terms of the Broad- Based Black Economic Empowerment Act.

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

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



## Supplier Declaration Form

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

CSD Number (MAAA xxxxxxxx):

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

Did your company previously operate under another name?					Yes		No	
If <b>YES</b> state the previous details below:								
Trading Name								
Registered Name								
Company Registration No Or ID No If a Sole Proprietor								
Form of Entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor		
	Non-profit (NPO's or NPC)	Personal Liability Co	State Owned Co	National Govt	Provincial Govt	Local Govt		
	Educational Institution	Specialised Profession	Financial Institution	Joint Venture	Foreign International	Foreign Branch Office		

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

Company Banking Details		Bank Name	
Universal Branch Code		Bank Account Number	

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

Company Contact Person Name	
Designation	
Telephone	
Email	

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

Most recent Financial Year's Annual Turnover	<R10Million <b>EME</b>	>R10Million <R50Million <b>QSE</b>	>R50Million <b>Large Enterprise</b>
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Does your company have a valid proof of B-BBEE status?										Yes		No	
Please indicate your Broad Based BEE status (Level 1 to 9)				<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	
Majority Race of Ownership													
% Black Ownership		% Black Women Ownership		% Black Disabled person(s) Ownership					% Black Youth Ownership				
% Black Unemployed		% Black People Living in Rural Areas		% Black Military Veterans									
<b>Please Note:</b> Please provide proof of B-BBEE status as per Appendix C and D: <ul style="list-style-type: none"> <li>Large Enterprise and QSEs with less than 51% black ownership need to obtain a B-BBEE certificate and detailed scorecard from an accredited rating agency;</li> </ul>													

- EMEs and QSEs with at least 51% black ownership may provide an affidavit using the templates provided in Appendix C and D respectively;
- Black Disabled person(s) ownership will only be accepted if accompanied with a certified letter signed by a physician on the physician's letterhead confirming the disability;
- A certified South African identification document will be required for all Black Youth Ownership.

Supplier Development Information Required	
<b>EMPOWERING SUPPLIER</b>  <p>An Empowering Supplier is a B-BBEE compliant Entity which complies with at least three criteria if it is a large Entity, or one criterion if it is a Qualifying Small Enterprise ("QSE"), as detailed in Statement 400 of the New Codes.</p> <p>In terms of the requirements of an Empowering Supplier, numerous companies found it challenging to meet the target of 25% transformation of raw materials or beneficiation including local manufacturing, particularly so, if these companies imported goods or products from offshore. The matter was further compounded by the requirement for 25% of Cost of Sales, excluding labour cost and depreciation, to be procured from local producers or suppliers.</p>	<p>YES   <input type="radio"/>   NO   <input type="radio"/></p>
<b>FIRST TIME SUPPLIER</b>  <p>A supplier that we haven't as yet Traded within Transnet and will be registered via our database for the 1<sup>st</sup> time.</p>	<p>YES   <input type="radio"/>   NO   <input type="radio"/></p>
<b>SUPPLIER DEVELOPMENT PLAN</b>  <p>Supplier Development Plan is a plan that when we as Transnet award a supplier a long term contract depending on the complexity of the Transaction. We will negotiate supplier development obligations that they must meet throughout the contract duration. e.g. we might request that they (create jobs or do skills development or encourage procurement from designated groups. (BWO, BYO &amp; BDO etc.).</p>	<p>YES   <input type="radio"/>   NO   <input type="radio"/></p>
<b>DEVELOPMENT PLAN DOCUMENT</b>  <p>Agreed plan that will be crafted with the supplier in regards to their development (It could be for ED OR SD in terms of their developmental needs they may require with the company.</p>	<p>YES   <input type="radio"/>   NO   <input type="radio"/></p> <p>*If Yes- Attach supporting documents</p>
<b>ENTERPRISE DEVELOPMENT BENEFICIARY</b>  <p>A supplier that is not as yet in our value chain that we are assisting in their developmental area.</p>	<p>YES   <input type="radio"/>   NO   <input type="radio"/></p>
<b>SUPPLIER DEVELOPMENT BENEFICIARY</b>	

A supplier that we are already doing business with or transacting with and we are also assisting them in their developmental area e.g. (They might require training or financial assistance etc.)	YES <input type="radio"/> NO <input type="radio"/>
<b>GRADUATION FROM ED TO SD BENEFICIARY</b> When a supplier that we assisted with as an ED beneficiary then gets awarded a business and we start Transacting with.	YES <input type="radio"/> NO <input type="radio"/>
<b>ENTERPRISE DEVELOPMENT RECIPIENT</b> A supplier that isn't in our value chain as yet but we have assisted them with an ED intervention	YES <input type="radio"/> NO <input type="radio"/>

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

## 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:

#### Professional Services for Prefeasibility Study for the Entrance Plaza Facilities for the Port of Durban

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

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and liabilities of the NEC3 PSC Consultant under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

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

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

Signature(s)

Name(s)

Capacity

**for the  
tenderer:**

Name &  
signature of  
witness

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

Date

## Schedule of Deviations

### Note:

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

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

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

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



**For the *tenderer*:**

**For the *Employer***

Signature

Name

Capacity

On behalf  
of

**Transnet SOC (Ltd)**

Name &  
signature  
of  
witness

Date

## C1.2 Contract Data

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

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
	dispute resolution Option and secondary Options	<b>A: Priced contract with activity schedule</b> <b>W1: Dispute resolution procedure</b> <b>X2: Changes in the law</b> <b>X7: Delay damages</b> <b>X9: Transfer of rights</b> <b>X10: <i>Employer's Agent</i></b> <b>X13: Performance Bond</b> <b>X18: Limitation of Liability</b> <b>Z: <i>Additional conditions of contract</i></b>
	of the NEC3 Professional Services Contract (June 2005) (amended June 2006 and April 2013)	
10.1	The <i>Employer</i> is (Name):	<b>Transnet SOC Ltd</b>

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 Ports Authority,  
Queen's Warehouse,  
237 Mahatma Gandhi Rd, Point,  
Durban**

11.2(9)	The <i>services</i> are	For the Professional Services for Prefeasibility Study for the Entrance Plaza Facilities for the Port of Durban		
11.2(10)	The following matters will be included in the Risk Register	None identified		
11.2(11)	The Scope is in	Part C3.1: The Scope of the Contract Document		
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.		
13.1	The <i>language of this contract</i> is	English		
13.3	The <i>period for reply</i> is	2 (two) weeks		
13.6	The <i>period for retention</i> is	3 (three) years following Completion or earlier termination.		
2	The Parties’ main responsibilities			
25.2	The <i>Employer</i> provides access to the following persons, places and things	access to		<i>access date</i>
		1	The whole of the site	28 September 2023
3	Time			
31.2	The <i>starting date</i> is	14 September 2023		
11.2(3)	The <i>completion date</i> for the whole of the <i>services</i> is	13 March 2024		
31.1	The <i>Consultant</i> is to submit a first programme for acceptance within	2 (two) weeks of the Contract Date.		

32.2	The <i>Consultant</i> submits revised programmes at intervals no longer than	<b>4 (four) weeks.</b>	
<b>4</b>	<b>Quality</b>		
40.2	The quality policy statement and quality plan are provided within	<b>2 (two) weeks of the Contract Date.</b>	
41.1	The <i>defects date</i> is	<b>52 weeks after Completion of the whole of the <i>services</i>.</b>	
<b>5</b>	<b>Payment</b>		
50.1	The <i>assessment interval</i> is on the	<b>25<sup>th</sup> day of each successive month.</b>	
50.3	The <i>expenses</i> stated by the <i>Employer</i> are	<b>Item</b>	<b>Amount</b>
		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	<b>Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.</b>	
51.2	The <i>currency of this contract</i> is the	<b>South African Rand (ZAR).</b>	
51.5	The <i>interest rate</i> is	<b>The prime lending rate of the Standard Bank of South Africa.</b>	

<b>6</b>	<b>Compensation events</b>	<b>No additional data required for this section of the <i>conditions of contract</i>.</b>		
<b>7</b>	<b>Rights to material</b>	<b>No additional data required for this section of the <i>conditions of contract</i>.</b>		
<b>8</b>	<b>Indemnity, insurance and liability</b>			
81.1	The amounts of insurance and the periods for which the <i>Consultant</i> maintains insurance are			
	<b>Event</b>	<b>Cover</b>	<b>Period following Completion of the whole of the <i>services</i> or earlier termination</b>	
	failure by the <i>Consultant</i> to use the skill and care normally used by professionals providing services similar to the <i>services</i>	<b>Professional Indemnity insurance for not less than R5 000 000.00 (Five Million Rand) in respect of each claim, without limit to the number of claims</b>	<b>52 Weeks</b>	
	death of or bodily injury to a person (not an employee of the <i>Consultant</i> ) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i>	<b>General Third Party Liability Insurance for all amounts falling within the excess of the policy, currently R50 000.00 (Fifty Thousand Rand) each and every claim, and/or for all amounts in excess of the policy limits as detailed in the policy document or whatever the <i>Consultant</i> deems desirable in respect of each claim, without limit to the number of claims</b>	<b>0 Weeks</b>	

death of or bodily injury to employees of the *Consultant* arising out of and in the course of their employment in connection with this contract

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

Motor Vehicle Liability Insurance

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

81.1 The *Employer* provides the following insurances

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

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

82.1	The <i>Consultant's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	<b>For all matters covered under the <i>Employer's</i> Professional Indemnity (PI) and General Third Party Liability policies, the <i>Consultant's</i> liability will be limited to the excesses applicable under the <i>Employer's</i> Professional Indemnity and General Third Party Liability policies as detailed in the policy wordings. The current excesses amounts to R5 000 000.00 (Five Million Rand) PI and R50 000.00 (Fifty Thousand Rand) General Third Party Liability, respectively, each and every claim. For all matters not covered under the <i>Employer's</i> Professional Indemnity and General Third Party Liability policies the <i>Consultants</i> liability will be limited to the final total of the Prices.</b>
<b>9</b>	<b>Termination</b>	<b>No additional data required for this section of the <i>conditions of contract</i>.</b>
<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	<b>4 (four) weeks.</b>
<b>11</b>	<b>Data for Option W1</b>	
W1.1	The <i>Adjudicator</i> is	<b>Both parties will agree to an <i>Adjudicator</i> as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the Chairman of the Association of Arbitrators (Southern Africa) will appoint an <i>Adjudicator</i>.</b>
W1.2(3)	The <i>Adjudicator nominating body</i> is:	<b>the Association of Arbitrators (Southern Africa)</b>
W1.4(2)	The <i>tribunal</i> is:	<b>Arbitration</b>
W1.4(5)	The <i>arbitration procedure</i> is	<b>The latest addition of the South African Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)</b>
	The place where arbitration is to be held is	<b>Durban, KwaZulu-Natal, South Africa</b>

The person or organisation who will choose an arbitrator

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

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

<b>12</b>	<b>Data for secondary Option clauses</b>	
<b>X2</b>	<b>Changes in the law</b>	
X2.1	The <i>law of the project</i> is	<b>The Law of the Republic of South Africa subject to the jurisdiction of the Courts of South Africa</b>
<b>X7</b>	<b>Delay damages</b>	
X7.1	Delay damages for late Completion of the whole of the <i>services</i> are	<b>R 1500.00 per day</b>
<b>X9</b>	<b>Transfer of rights</b>	<b>The <i>Employer</i> owns the <i>Consultant</i> rights over any of the material whatsoever prepared for the Services of this Contract by the <i>Consultant</i>. The <i>Consultant</i> provides on request by the <i>Employer's Agent</i>, all documentation in whatever form as required (native's, PDF's, CD's, etc) and all other material items which transfer these rights to the <i>Employer</i>.</b>
<b>X10</b>	<b>The <i>Employer's Agent</i></b>	
X10.1	The <i>Employer's Agent</i> is	
	Name:	<b>Zama Zuma</b>
	Address	<b><a href="mailto:Zama.Zuma@transnet.net">Zama.Zuma@transnet.net</a></b>
	The authority of the <i>Employer's Agent</i> is	<b>Fully empowered to act on behalf of the <i>Employer</i> for the services covered by the contract.</b>
<b>X13</b>	<b>Performance bond</b>	
X13.1	The amount of the performance bond is	<b>5% of the total contract value (Including VAT)</b>
<b>X18</b>	<b>Limitation of liability</b>	



X18.1	The <i>Consultant's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	<b>Nil</b>
X18.2	The <i>Consultant's</i> liability to the <i>Employer</i> for Defects that are not found until after the <i>defects date</i> is limited to:	<b>The cost of correcting the defect (The Total of the Prices)</b>
X18.3	The <i>end of liability date</i> is	<b>2 (Two) years after Completion of the whole of the <i>services</i>.</b>

## **Z1 Obligations in respect of Joint Venture Agreements**

Z1.1	<p>Insert the additional core clause 21.5</p> <p>21.5.1 In the instance that the <i>Consultant</i> is a joint venture, the <i>Consultant</i> shall provide the <i>Employer</i> with a certified copy of its signed joint venture agreement, and in the instance that the joint venture is an 'Incorporated Joint Venture,' the Memorandum of Incorporation, within 4 (four) weeks of the Contract <i>starting date</i>. The Joint Venture agreement shall contain but not be limited to the following:</p> <ul style="list-style-type: none"> <li>• A brief description of the Contract and the Deliverables;</li> <li>• The name, physical address, communications addresses and domicilium citandi et executandi of each of the constituents and of the Joint Venture;</li> <li>• The constituents' interests;</li> <li>• A schedule of the insurance policies, sureties, indemnities and guarantees which must be taken out by the Joint Venture and by the individual constituents;</li> <li>• Details of an internal dispute resolution procedure;</li> </ul>
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- Written confirmation by all of the constituents:
  - i. of their joint and several liability to the *Employer* to Provide the *services*;
  - ii. proof of separate bank account/s in the name of the joint venture;
  - iii. identification of the leader in the joint venture confirming the authority of the leader to bind the joint venture through the *Consultant's* representative;
  - iv. Identification of the roles and responsibilities of the constituents to provide the *services*.
- Financial requirements for the Joint Venture:
  - i. the working capital requirements for the Joint Venture and the extent to which and manner whereby this will be provided and/or guaranteed by the constituents from time to time;
  - ii. the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture

Z1.2

Insert additional core clause 21.6

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

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

Z2.1

The following will be included under core clause 90.1:

In the second main bullet, after the word 'partnership' add 'joint venture whether incorporate or otherwise (including any constituent of the joint venture)' and

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

- commenced business rescue proceedings
- repudiated this Contract

Z2.2

*Clause 90.5 is added as an additional clause*

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

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

Z3.1

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

1. Confidential – this clearance is based on any information which may be used by malicious, opposing or hostile elements to harm the objectives and functions of an organ of state.
2. Secret – clearance is based on any information, which may be used by malicious, opposing or hostile elements to disrupt the objectives and functions of an organ of state.
3. Top Secret – this clearance is based on information, which may be used by malicious, opposing or hostile elements to neutralise the objectives and functions of an organ of state.

**Z4 Additional Clause Relating to the Employer's rights to take appropriate action**

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

Z4.3	<b>The contract award is made without prejudice to any rights the <i>Employer</i> may have to take appropriate action later with regard to:</b>	Blacklisting by any State Entity on the National Treasury database.
<b>Z5</b>	<b>Protection of Personal Information Act</b>	
Z5.1		The <i>Employer</i> and the <i>Consultant</i> are required to process information obtained for the duration of the Contract in a manner that is aligned to the Protection of Personal Information Act.
<b>Z6</b>	<b>Time</b>	
Z6.1		<p><i>Clause 33.2. is added as an additional clause.</i></p> <p>The <i>Employer</i> may at any time suspend part or all of the <i>services</i>. As a consequence, if the <i>Consultant</i> is required to demobilise and then remobilise its staff and equipment, the <i>Consultant</i> will be reimbursed at cost. The <i>Consultant</i> will be required to reduce and mitigate all its costs during the period of suspension and will be entitled to compensation only to the extent that it can demonstrate it has incurred costs which were not capable of being mitigated.</p>
<b>Z7</b>	<b>Compensation Events</b>	
Z7.1		Clause 61.4: The first bullet point is amended to read as follows: arises from the fault, error, negligence or default of the <i>Consultant</i> .
<b>Z8</b>	<b>Limitation of liability</b>	
Z8.1		<p>Add to core clause 82.1 and X18</p> <p>For the avoidance of doubt the parties expressly agree that the total liability of the <i>Consultant</i> to the <i>Employer</i> applies jointly and severally across all organisations comprising of the <i>Consultant</i>.</p>

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

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Z9.1	The <i>Consultant</i> shall not cede any rights under this contract without the approval of the <i>Employer</i> .
Z9.2	The <i>Employer</i> may on written notice to the <i>Consultant</i> cede and assign its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the <i>Employer</i> .

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

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Z10.1	Add to core clause 12.3 Any extension, concession, waiver or relaxation of any action by the Parties, the <i>Employers' Agent</i> or <i>Adjudicator</i> does not constitute a waiver of rights and does not give rise to an Estoppel or Lien, unless the Parties agree otherwise and confirm such an agreement in writing.
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**Z11 *Employer's Step in rights***

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Z11.1	If the <i>Consultant</i> defaults by failing to comply with his obligations and fails to remedy such default within 2 weeks of the notification of the default by the <i>Employer's Agent</i> , the <i>Employer</i> , without prejudice to his other rights, powers and remedies under the contract, may remedy the default either himself or procure a third party (including any <i>sub-consultant</i> or supplier of the <i>Consultant</i> ) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the <i>Consultant</i> .
Z11.2	The <i>Consultant</i> co-operates with the <i>Employer</i> and facilitates and permits the use of all required information, materials and other matter (including but not limited to documents and all other drawings, CAD materials, data, software, models, plans, designs, programs, diagrams, evaluations, materials, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the

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*Consultant* under the contract or otherwise for and/or in connection with any subsequent *works*) and generally does all things required by the *Employers' Agent* to achieve this end.

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**Z12      The First assessment interval**

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Z12.1

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

## C1.2 Contract Data

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

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

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

Clause	Statement	Data
10.1	The <i>Consultant</i> is (Name):  Address  Tel No.  Fax No.	
22.1	The <i>Consultant's key persons</i> are:  1 Name:  Job:  Responsibilities:  Qualifications:  Experience:  2 Name:  Job:  Responsibilities:  Qualifications:  Experience:	
Info.		<b>CV's (and further <i>key persons</i> data including CVs) are appended to Tender Schedule entitled.....</b>



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

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

31.1 The programme identified in the Contract Data is

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

**A** **Priced contract with activity schedule**

11.2(14) The *activity schedule* is in

11.2(18) The tendered total of the Prices is .....(in figures)

.....(in words), excluding VAT

## C1.3 Forms of Securities

### Pro forma Performance Guarantee

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

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

Option X13:      Performance bond

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

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

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

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

## Pro-forma Performance Bond (for use with Option X13)

(to be reproduced exactly as shown below on the letterhead of the Surety)

Transnet SOC Ltd  
C/o Transnet  
Transnet Corporate Centre  
138 Eloff Street  
Braamfontein  
Johannesburg  
2000

Date:

Dear Sirs,

### Performance Bond for Contract No. TNPA/2023/05/0005/28443/RFP

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

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

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

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

I/We the undersigned

on behalf of the  
Guarantor

of physical address

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

1. The terms *Employer*, *Consultant*, *Employer's Agent*, *services* and Completion Certificate have the meaning as assigned to them by the *conditions of contract* stated in the Contract Data for the aforesaid Contract.
2. We renounce all benefits from the legal exceptions "Benefit of Excussion and Division", "No value received" and all other exceptions which might or could be pleaded against the validity of this bond, with the meaning and effect of which exceptions we declare ourselves to be fully acquainted.

3. The *Employer* has the absolute right to arrange his affairs with the *Consultant* in any manner which the *Employer* deems fit and without being advised thereof the Guarantor shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the Guarantor. Without derogating from the foregoing compromise, extension of the construction period, indulgence, release or variation of the *Contractor's* obligation shall not affect the validity of this performance bond.
4. This bond will lapse on the earlier of
- the date that the Guarantor receives a notice from the *Employer's Agent* stating that the Completion Certificate for the whole of the *services* has been issued, that all amounts due from the *Consultant* as certified in terms of the contract have been received by the *Employer* and that the *Consultant* has fulfilled all his obligations under the Contract, or
  - the date that the Surety issues a replacement Performance Bond for such lesser or higher amount as may be required by the *Employer's Agent*.
5. Always provided that this bond will not lapse in the event the Guarantor is notified by the *Employer's Agent*, (before the dates above), of the *Employer's* intention to institute claims and the particulars thereof, in which event this bond shall remain in force until all such claims are paid and settled.
6. The amount of the bond shall be payable to the *Employer* upon the *Employer's* demand and no later than 7 days following the submission to the Guarantor of a certificate signed by the *Employer's Agent* stating the amount of the *Employer's* losses, damages and expenses incurred as a result of the non-performance aforesaid. The signed certificate shall be deemed to be conclusive proof of the extent of the *Employer's* loss, damage and expense.
7. Our total liability hereunder shall not exceed the sum of:
- (say)
- \_\_\_\_\_
- R \_\_\_\_\_
8. This Performance Bond is neither negotiable nor transferable and is governed by the laws of the Republic of South Africa, subject to the jurisdiction of the courts of the Republic of South Africa

Signed \_\_\_\_\_ on \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_  
at \_\_\_\_\_ this \_\_\_\_\_

Signature(s)

Name(s) (printed)

_____	_____
_____	_____

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

## PART C2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option A	2
C2.2	Activity Schedule	4–7

## C2.1 Pricing instructions: Option A

### 1.1 The *conditions of contract*

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

Clause 11 in NEC3 Professional Services Contract (PSC), June 2005 (with amendments June 2006) 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 sum prices 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, on costs, risks, liabilities, obligations, etc. relative to the contract.
- 1.3.6 The service provider to ensure that prices for each activity covers all deliverables as per ECSA guidelines for each phase (Inception, Concept and Viability, Design Development, etc.).
- 1.3.7 The schedule of rates will only apply as and when required.
- 1.3.8 All disbursement costs should include flights, car hire, accommodation, meals, office stationery etc. for the duration of the project. It is assumed that the disbursements will cover for all escalation, fuel, etc that might be experienced during the project.



## C2.2 Activity Schedule

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

All Prices are to include for disbursement, travel and accommodation expenses, office allowances, daily allowances, management fees etc. throughout the duration of the contract.

Activity No.	Activity	Price of each activity
<b>A</b>	<b>Project Management and Coordination</b>	
A.1	Project Management and Coordination	
	<b>Sub Total of the Prices</b>	
<b>B</b>	<b>Deliverables</b>	
<b>B.1</b>	<b>Inception</b>	
B.1.1	Reporting and documentation	
<b>B.2</b>	<b>Concept and Prefeasibility</b>	
B.2.1	Concept design layouts and views of all options showing alignment to the employers' requirements	
B.2.1.1	Entrance Facility 1	
B.2.1.2	Entrance Facility 2	
B.2.1.3	Entrance Facility 3	
B.2.1.4	Entrance Facility 4	
B.2.1.5	Entrance Facility 5	
B.2.1.6	Entrance Facility 6	
B.2.1.7	Entrance Facility 7	
B.2.2	Report Review by peers, design team and client/s	
B.2.3	Concept design review by design team, peers, and client's team	
B.2.4	Conduct and document a detailed condition assessment of the proposed sites for each entrance plaza	
B.2.5	Environmental Assessment	

B.2.6	Traffic impact assessment and Traffic Engineering Requirements.	
B.2.7	Topographic survey and proving of services	
B.2.8	Geotechnical Investigation	
<b>B.3</b>	<b>Design Development</b>	
B.3.1	Preliminary Risk Assessment Report	
B.3.2	Preliminary design drawings of a minimum of three (3) options.	
B.3.2.1	Entrance Facility 1	
B.3.2.2	Entrance Facility 2	
B.3.2.3	Entrance Facility 3	
B.3.2.4	Entrance Facility 4	
B.3.2.5	Entrance Facility 5	
B.3.2.6	Entrance Facility 6	
B.3.2.7	Entrance Facility 7	
B.3.3	Design Development of all options modelled in 3-D, with all the architectural, landscaping, interior designs, structural, building services - mechanical, bulk services, electrical, sewer, Geotech etc.- & civil designs.	
B.3.4	Design Development Review by peers, design team and project team and client/s	
B.3.5	3-D artistic impressions, video of context, approach, exterior and walk-throughs for each alternative / and option	
B.3.6	Design Development scope of work per option per discipline	
B.3.7	Squad check and drawing corrections	
B.3.8	Drawings checked and signed off by professional registered person (Pr.)	
<b>B.4</b>	<b>MCA</b>	
B.4.1	Prepare Multi-Criteria Analysis (MCA) for the evaluation of option	
B.4.2	Undertake an MCA workshop	
B.4.3	Document results of MCA	

<b>B.5</b>	<b>Risk</b>	
B.5.1	Qualitative and initial Quantitative Risk Assessment	
<b>B.6</b>	<b>Cost</b>	
B.6.1	Cost Report incorporating the cost estimates and basis of estimate of all options	
<b>B.7</b>	<b>Programme / Schedule</b>	
B.7.1	Prepare indicative programme for the next phase and execution phase – Refer to Section 7.4 of C3 document	
<b>B.8</b>	<b>Scope of Works for the Next Phase</b>	
B.8.1	Detailed scope of work for the next phase (detailed engineering design and build execution strategy)	
B.8.2	Executive PowerPoint presentation of the prefeasibility study and recommendations	
B.8.3	Site development plan of recommended options	
<b>B.9</b>	<b>Records</b>	
B.9.1	Records Management	
B.9.2	Fortnightly progress meetings including progress updates for the duration of the contract	
	<b>Sub Total of the Prices</b>	
<b>C</b>	<b>Disbursements</b>	
C.1	Travel – all travel costs to be included	
C.2	Accommodation – all accommodation costs to be included	
C.3	Administration fees	
	<b>Sub Total of the Prices</b>	
<b>D</b>	<b>Total of the Prices (Excluding 15% VAT)</b>	
	<b>VAT @15%</b>	
	<b>Total of the Prices (Including 15% VAT)</b>	

**Schedule of Rates**

Description	Unit	Rate
Principal Architect	R/hour	
Structural Engineer	R/hour	
Traffic/ Civil Engineer	R/hour	
Planner	R/hour	

## PART C3: THE SCOPE

Docume nt	Title	No of pages
C3.1	This cover page	1
	<i>Employer's</i> Scope of services	25
	Total number of pages	26

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## **C3.1 SCOPE OF SERVICES**

### **1 Executive Overview**

The Port of Durban is one of eight South Africa's commercial ports that must adhere to the International Ship and Port Security (ISPS) code level 1 requirements. The code states that a port facility shall apply measures and procedures to cause minimum interference or delays to passenger, ship, ship's personnel, visitors, goods, and services.

Since the port is operated at security level 1, the following activities should be carried out to identify and take preventative measures against security incidents:

- ensuring performance of all port facility security duties
- control access to the port facility
- monitoring restricted areas to ensure that only authorised persons have access
- ensuring that security communication is readily available

The Port of Durban has embarked on the initiative to control access to the port facility as a means of an additional security measures, the project involves the installation of the security fencing infrastructure covering the entire port perimeter.

Additionally, to the port fencing project, the Port Management has proposed the installation of New Entrance Facilities to the key access points for the Port of Durban, this initiative will close-off the accessibility and ensure that the entrance and exit in various parts of the port is effectively controlled, monitored, and recorded.

It is therefore critical for the Port of Durban to ensure that these security measures are implemented to improve security controls, protect all asset within the port and thus minimise the following:

- Harm to human life
- Unauthorized and illegal occupants of port land
- vandalism to infrastructure asset within the Port boundaries
- reduce traffic and congestion around the port precincts

TNPA therefore require a professional service provider to undertake the detailed prefeasibility study for the Entrance Plaza Facilities in the Port of Durban. The prefeasibility study to develop design options and undertake architecture and engineering design deliverables that is aligned to the relevant professional bodies' councils' stages of work.

## **2 *Employer's objectives***

The *Employer's* objective is to appoint a Professional Services Provider to undertake a prefeasibility study for each of the 8 x Entrance Facilities, that addressed access and egress for vehicles, number of lanes in and out and bypass lanes

Prepare design options for each Entrance Facilities to enable the Client to select the best design solution to suit the needs of the Port of Durban. The Professional Services Provider shall undertake the architectural design, engineering designs and stakeholder engagement for the Entrance Plaza Facilities at the Port of Durban.

The Professional Services Provider shall include Civil site layouts of traffic simulations and flows, port security gates; and any additional security fencing that may be required to supplement existing fence. Provide Control and Instrumentation for monitoring, access control and CCTV, Demolition layouts, any site alterations; changes or lane deviations required.

Professional Service Provider to include architectural designs, engineering design deliverables, cost estimates, execution schedule of the chosen options and a comprehensive report of a cost effective and resource efficient engineered design solution, to accommodate TNPA requirements in the structures that are modern and fit-for-purpose.

The professional Service Provider to determine the suitable process flow/ diagram of each entrance facility, for example vehicle to be parked - driver and passengers to go the permit office - get permit - go to vehicle... etc.

The Professional Service Provider to recommend the circulation at entrance facility to be documented, do all vehicles stop and get checked, do people get off their vehicles to collect permits, etc.

The Professional Service Provider to confirm the size of the vehicles, loading of the vehicles (max. tons), etc



**The entrance facilities will require the following:**

- TNPA security offices
- Permit office with counters and waiting area
- Holding cell
- Kitchen and eating room
- Male and female Ablution facilities including showers
- SAPS office with counters
- SARS office with counters
- Boardroom
- Parking, number of parking will be determined according to space availability
- Type of vehicles to be accommodated (trucks, passenger, over-heights, etc.)
- The pedestrian movement – access gates/ turnstile to be included
- An Entrance canopy over the main entrance area with height clearance of 5m

Note\* it should be noted that the above requirements will be determined by what the site can accommodate furthermore the minimum number of personnel per entrance is 6 and maximum is 12. Section 5 provides drawings with high level proposed sizes of Entrance Plaza Facilities.

### **3 Engineering and the *Professional Services Provider's* design**

#### **3.1 *Employer's* design**

- 3.1.1 The Employer shall share previous Site Information such as exiting services and land occupancy
- 3.1.2 Environmental Authorization Reports and Traffic Impact Assessment will be shared where available.

#### **3.2 *Professional Services Provider's* preliminary design scope**

- 3.2.1 The *Professional Service Provider* shall perform the following tasks:
  - Assemble a multidiscipline professional team that have the necessary skills and expertise to undertake the *Works*.
  - Conduct a detailed condition assessment of the proposed entrance plaza locations
  - Review the Owner Requirements Specification (ORS), understand the employer requirements and develop the User Requirement Specifications (URS)
  - Conduct micro and macro site analysis, including environmental basic

assessment study and report accordingly

- Conduct topographic survey for the proposed sites, proving of services by scanning and proof trenching where required
- Identify stakeholders and develop stakeholder matrix (security, property, port engineer, port users, Terminal operators, port leadership, etc)
- Identify necessary approval bodies (national, provincial, and local authorities)
- Review available information done for other projects which might be related to this project, such as geotechnical report, traffic impact assessment, site survey and service connections (water, stormwater, power, sewer)
- Identify and conduct specialist studies required for the completion of the prefeasibility stage
- Review of existing Traffic Impact Studies
- Conduct Traffic Impact Assessment
- Liaise with the eThekweni Municipality regarding local authority requirements and restrictions relevant for each entrance plaza location.
- Liaise with different TNPA teams such as Property for availability of land parcel, Corporate Affairs for identity and image, Information and Communications Technology (ICT), Operations Centre, Security Services regarding an integrated approach to connectivity, access control and monitoring etc.
- Liaise with Major Terminal Operators for the Port of Durban to ascertain their operational expectation and requirements
- Prepare and present concept layouts (Architectural and engineering work stages 1 to 2) Inception, Pre-feasibility stage (Concept and Viability).
- Propose options for a new entrance plaza/ facility image for the port
- Develop options that create and align the architectural "look and feel" to the TNPA corporate identity
- Develop architectural designs and preliminary designs to 35% engineering for each plaza location by providing alternative design options for each site.
- Document design options for the structural engineering, civil services, Electrical Lighting, and power (ELP) service, Mechanical services (Fire, Water, HVAC, Vertical circulation), etc.
- Prepare cost estimates for the options that include site works, building costs, professional fees and disbursements
- Prepare site development plans including bulk services per plaza facility
- Detail the reticulation of services in the plaza facility, which include service

ducts, ceiling voids, plant rooms and space requirements

- Occupational health and safety considerations and response
- Prepare layouts of all floors, sections, and elevations for each option/alternative.
- Prepare three-dimensional (3-D) views, artistic impressions, and walk-throughs for both interiors and exterior of each entrance plazas
- Conduct quantitative and qualitative risk assessment
- Provide a recommendation on the preferred design option
- Provide a detailed Prefeasibility Design Report incorporating each discipline design response, including but not limited to, civil services, water, stormwater, fire protection and detection, ventilation, and the aspects of environmental impacts.
- Prepare a detailed scope of work for the next phase including cost reports for the design and build model, taking into consideration the outcomes of the traffic impact study and the survey conducted.
- Prepare indicative programme for the next phase and execution phase.
- Coordinate, schedule and ensure regular project feedback sessions, design meetings and or design workshops with the project team, stakeholders, client/and client representatives.

3.2.2 The *Employer* or *Employer's Agent* will issue to a successful *Professional Services Provider* proposed preliminary report template suggesting minimum requirements to be met by the *professional team* when preparing a preliminary study report.

### **3.3 Professional Services Provider's Deliverables**

3.3.1 The *Professional Services Provider* will be expected to submit the following deliverables as part of the preliminary study:

- A comprehensive Prefeasibility Study Report
- Compile and confirm User Requirement Specification (URS) and Design Criteria to be approved by client
- Stakeholders register and plan of action to engage and manage stakeholders, the register should include all port users, local authority, agencies, etc.
- Macro and Micro site analysis report including condition assessment, local authority requirements

- Design Criteria report per discipline, identifying options to be studied, approved by client
- Preliminary engineering design reports including all design calculations
- cost estimates
- Basic Environmental Assessment Report including soil contamination
- Traffic Impact Assessment
- Site topographic survey investigation
- Geotechnical investigation for each site

#### CONCEPT AND VIABILITY ( PRE-FEASIBILITY STAGE)

- Concept design layouts including plans, sections elevations showing alignment to the employer's requirements
- Develop options for the TNPA entrance plaza
- The entrance facilities should have a common design language that is clearly identified as a TNPA entrance
- Develop an entrance facility that is aligned to the TNPA corporate identity
- Cost Estimates of all options
- Concept design review by design team, peers, and client's team

#### DESIGN DEVELOPMENT

- Preliminary Risk Assessment Report
- Preliminary design drawings
- Design Development Review by peers, design team and project team and client/s
- Design Development to meet employer's scope of work
- Squad check and drawing corrections
- Drawings checked and signed off by professional registered person (Pr.)
- Provide adequate lighting and ventilation for all the structures

#### MULTI CRITERIA ANALYSIS

- Prepare Multi-Criteria Analysis (MCA) for the evaluation of options
- Undertake an MCA workshop
- Document results of MCA

#### RISK

- Qualitative and initial Quantitative Risk Assessment

#### COST

- Cost Report incorporating the cost estimates and basis of estimate. Time and cost impacts to be included for any costs for relocations, road deviations during the construction stage.

#### PROGRAMME / SCHEDULE

- Prepare indicative programme for the next phase and execution phase
- The schedule must include but not limited to, design development, construction drawings, any approvals, reviews, preparation of tender documentation, Bills of Quantity (BOQ) works information, construction, close out and hand-over

#### PEP

- Project Execution Plan (PEP)
- Detailed scope of work for the next phase (detailed engineering design and build execution strategy)
- Executive PowerPoint presentation of the prefeasibility study and recommendations
- Site development plan of recommended options
- Approval of the Site Development Plan by the recognized approval bodies including client and municipality

#### RECORDS

- An index of all design, drawing, documents, revisions; and with formats
- All information to be submitted in native format and PDF.
- Records of design coordination, design reviews and squad checks
- Minutes of regular project design meetings and project team workshops

### **3.4 Procedure for Submission and acceptance of *Professional Services Provider's* documentation**

- 3.4.1 The *Professional Services Provider* documentation shall be issued to the *Employer* or *Employer's Agent* under cover of the *Professional Services Provider* Transmittal Note, including complete Contract references (i.e., Project No, Contract No, etc.) as well

as the *Professional Services Providers* Project Document Number, Revision Number, Title and chronological listing of transmitted documentation. The formats of the *Professional Services Provider* data to be submitted shall be in accordance with the project procedure as accepted by the *Employer* or *Employer's Agent*.

## **4 Governing Codes, Standards and Specifications**

### **4.1 Reference Specifications and Standards**

- 4.1.1 The latest revision of any Specification referred to in this specification, shall be applicable.
- 4.1.2 In addition to the specifications, the Project will comply with the following relevant Acts and Regulations as listed below:
- Occupational Health and Safety Act 85 of 1993.
  - The S.A. National Building Regulations and Building Standards Act. (Act 103 of 1977);
  - South African National Standards and Codes of Practice;
  - The local, provincial or S.A. Government laws in force at the time;
  - Any other Regulations or Standards that the *Professional Services Provider* deems necessary for the Project
  - Acts of the relevant professional bodies (SACAP, ECSA, SACQSP)
- 4.1.3 The SI ("Le Systeme International d' Unites") – Metric System of Units shall apply. Refer to SANS – M33A: The International Metric System: Guide to the use of the SI in South Africa.
- 4.1.4 The specifications given above are to be used as a guideline and it is the responsibility of the *Professional Services Provider* to ensure compliance with all applicable regulations, statutory requirements and national/international codes, standards and specifications.

## 5 Documents and Drawings

### 5.1 Drawings and Documents Issued by the *Employer*

**Table 1: List of Drawings**

Drawing Number	Drawing Title
DH64A900-01-00	Concept layout: Entrance Plaza facilities layout
DH64A900-02-00	Concept Layout: Quayside Road
J39046/01/3	Concept layout of gate entrance on Maydon Road
J39046/02/1	Concept layout of gate entrance on Rick turner Road
J39046/PT-01/1	Concept layout of public transport stops in vicinity of Crabtree Road
DH64A900-04-00	Concept Layout: Langeberg Road
DH64A900-03-00	Concept Layout: Bayhead Road
DH64A900-05-00	Concept Layout: Iran Road
	Fencing layout for the Port of Durban

## 6 Site Services and Construction Constraints

### 6.1 Information to be obtained from site

6.1.1 The *Professional Services Provider* shall acquaint himself with the nature of the site, the conditions under which the site works are to be performed, and the means of access to the site and, in general, with all matters that may influence or affect the *Professional Services Provider's* ability to provide the Services.

6.1.2 The *Professional Services Provider* shall be deemed to have allowed in their tender for any additional costs that may be incurred due to the foregoing as no claims for any extras in connection with the position or nature of the work will be considered.

### 6.2 *Employer's* site entry and security control, permits and site regulations

6.2.1 The *Professional Services Provider* shall comply with the *Employer's* Site entry and security control, permits, site regulations and all Port rules.

6.2.2 The *Professional Services Provider* shall take out temporary entry permits for all staff working within the Port. All costs incurred shall be borne by the *Professional Services Provider* or his staff. All associated costs shall be borne by the *Professional Services Provider*. Management of access and permit application will be managed by the *Professional Services Provider*.

### **6.3 People restrictions on Site; hours of work, conduct and records:**

- 6.3.1 The *Professional Services Provider* complies with the following hours of work for his people (including sub-*Professional Services Providers*) employed on site:
- 6.3.2 The contractual working week shall be five (5) days. The working hours shall be in accordance with the requirements of the Department of Labour or with the agreement of the relevant trade unions.
- 6.3.3 The *Professional Services Provider* shall keep daily records of his people engaged on the Project (including any Sub-*Professional Services Providers*) with access to such daily records available for inspection by the *Employer* or *Employer's Agent* at all reasonable times.

### **6.4 Facilities and equipment to be provided by the Employer**

- 6.4.1 No facilities or equipment or software are to be provided by the *Employer*. The *Professional Services Provider* may however, make arrangements with the *Employers Agent* or *Others* to make use of meeting room facilities and other resources.

## **7 Management and start up**

### **7.1 Documentation Control**

- 7.1.1 All correspondence is issued through document control. Electronic submissions are permissible only for URGENT communication, PDF and native where necessary.
- 7.1.2 The *Professional Services Provider* shall apply "wet signatures" to the original documentation before scanning the single sided, signed original prior to formal submission to the *Project Manager*.
- 7.1.3 The *Professional Services Providers* documentation shall be issued to the *Project Manager* under cover of the *Professional Services Providers* Transmittal Note indicating all Contract references (i.e. Project No, Contract No, etc.) as well as the *Contractor's* Project Document Number, Revision Number, Title and chronological listing of transmitted documentation. Formats of *Contractor* data submitted is dependent on the project procedure and shall be specified by the *Project Manager*, upon the notified request of the *Contractor*.



- 7.1.4 The *Professional Services Provider* is to ensure that the latest versions of the required application software and a suitable 'IT' Infrastructure are in place to support the electronic transmission of documentation. The *Professional Services Provider* shall maintain electronic format of ALL project documentation for the duration of the contract.
- 7.1.5 All documentation and data submitted electronically and hardcopy must conform to the Project Standards and Quality requirements in terms of numbering, uniqueness, quality, accuracy, format, completeness and currency of information. Documentation not meeting the Project Standards and Quality requirements will be cause for rejection and shall be returned to the *Professional Services Provider* for corrective action and re-submission. Should any change be made to documentation or data, which has already been submitted to the Project, then new or revised documentation or data shall be issued to replace the outdated information.
- 7.1.6 In undertaking the Services, all documentation requirements for the Services shall be dealt with in accordance with document DOC-STD-0001\_Rev03, Annexure ?. The control, maintenance and handling of these documents and drawings, using a suitable document control system, remain the sole responsibility of the Professional Services Provider.
- 7.1.7 The *Professional Services Provider* shall be responsible to ensure that proper safety measures are in place to protect project documentation temporarily stored on site against theft, fire, flooding or excessive dampness.
- 7.1.8 The *Professional Services Provider* shall be responsible for the supply of all Sub-Supplier/*Contractor*/ Manufacturer, etc. documentation and data related to their package of work, and shall ensure that these Sub-Suppliers have the capability to supply the necessary documentation and data in the required time-frame and quality requirements are met as outlined in the specified standards prior to awarding sub-orders.
- 7.1.9 The *Professional Services Provider* shall allow the *Project Manager* 2 weeks unless otherwise stated and agreed, to review and respond to the Professional Services

Providers submission of their documentation, i.e. from time of receipt of the hardcopy to the document control office to the time of despatch. The *Professional Services Provider* does not proceed with the relevant work until the *Project Manager* has accepted his design/documentation.

- 7.1.10 On receipt of the reviewed documentation the *Contractor* shall make any modifications requested/marked-up and resubmit the revised documentation to the *Project Manager* within 2 weeks. Queries regarding comments/changes should be addressed with the *Project Manager* prior to re-submittal.
- 7.1.11 Any re-submittals, which have not included the changes/comments identified, will be returned to the *Contractor* to be corrected. The *Professional Services Provider* shall re-issue the revised documentation incorporating all comments and other specified details not included in the previous issue within 2 working days of receipt of the marked-up document.
- 7.1.12 All drawings must dealt with in accordance to CAD standard ENG-STD-001 Rev 1.0 Annexure ?? and be signed off by the *Professional Services Providers* responsible PR person before issue to *Project Manager* for acceptance.
- 7.1.13 The index for Handover Data Packs must be submitted to the *Project Manager* for acceptance at the beginning of the project to enable the *Professional Services Provider* to maintain and update the file on a continuous basis throughout the project lifecycle. The *Professional Services Provider* submits the draft Table of Contents to the *Project Manager* for acceptance prior to the compilation and official submittal of the Handover Packs.
- 7.1.14 All electronic copies (pdf.) of Handover files to be properly indexed and bookmarked. All pages that make up the data book or manual must be sequentially numbered.
- 7.1.15 The Professional Services Provider to ensure an adequate resource is available to manage and execute the Document Control function as per the requirements of the project

A typical example of what the binder/file (s) shall be marked with on the spine and the front cover

is as follows: -

- Project Name
- Manual Title, e.g. Installation, Maintenance and Operating Manual
- FBS No. and Title
- Manual Numbering (e.g. Volume 1 of 2, etc.)
- Contract Number
- *Professional Services Providers* Name

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

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

## 7.2 Health & Safety Requirements

7.2.1 The *Professional Services Provider* shall comply with the Health and Safety requirements contained in the the Transnet National Ports Authority Health and Safety Specifications and Procedural Compliance with the Occupational Health and Safety Act and Applicable Regulations' to this Scope of Service.

7.2.2 The *Professional Services Provider* shall comply with all applicable legislation, regulations issued and Transnet's safety rules which shall be entirely at the *Professional Services Provider's* cost and which shall be deemed to have been allowed for in the rates and prices.

7.2.3 The *Professional Services Provider* shall be required to submit particulars of his Health and Safety Programme within 1 (one) week of award of contract. Particular requirements of the *Employer*, if any, will be made known on award of the contract.

7.2.4 The *Professional Services Provider* shall, in particular, comply with the following Act:

- The Compensation for Occupational Injuries and Diseases Act, no.130 of 1993. The *Professional Services Provider* shall produce proof of his registration and good standing with the Compensation Commissioner in terms of the Act and submit with his tender.
- Act 85 of 1993, Occupational Health and Safety Act.
- The Provisional Ordinances and Local Authority, by-laws and all relevant regulations framed there under.
- The *Professional Services Provider* and his employees shall have valid safety

inductions when accessing the site. Copies of which shall be included in the *Professional Services Provider's* safety file. This will be at a time and location Transnet will arrange. The *Professional Services Provider* must allow for this in his pricing.

- All personnel working on site must have attended the Health and Safety induction course and be in possession of a permit to access the various sites.

### **7.3 Environmental constraints and management**

7.3.1 The *Professional Services Provider* shall provide a *Professional Services Provider's* Environmental Management Plan (CEMP) addressing all the potential impacts of his activities. The *Employer* or *Employer's Agent* has the right to request additional specific work method statements should in his opinion be required.

7.3.2 The *Professional Services Provider* shall make good all damages to the environment to the satisfaction of the *Employer* or *Employer's Agent*.

7.3.3 The *Professional Services Provider* shall, always, comply with the statutes that prohibit pollution of any kind. These statutes are enacted in the following legislation:

- The National Environmental Management Act, 107/1998
- The Environmental Conservation Act, 73/1989; and
- The National Water Act, 36/1998

7.3.4 The *Professional Services Provider* shall appoint a responsible person to ensure that no incident shall occur on site that could cause pollution. Where the *Professional Services Provider* was negligent and caused any form of pollution the damage shall be rectified at the *Professional Services Provider's* cost.

### **7.4 Programming Constraints**

7.4.1 The *Professional Services Provider's* programme shall be in Primavera/Microsoft projects software

7.4.2 The *Professional Services Provider's* programme shall correspond with the *Employer's* objectives as stipulated in the relevant sections of the *Employer's* Scope of Service inclusive of all sheets listed in the Annexures and shall be in line with the

overall Scope of *Services*, specifications and any other documentation as annexed to this contract.

- 7.4.3 In planning the services, the *Professional Services Provider's* shall clearly identify the activities durations and the associated resources.
- 7.4.4 The *Professional Services Provider's* programme shall comply with the stipulations of the relevant sections of the *Employer's* Scope of Service, which details the minimum Health & Safety constraints as imposed on the provision of the *services*.
- 7.4.5 The *Professional Services Provider's* programme shall comply with the stipulations of the relevant sections of the *Employer's* Scope of Service, which details the minimum Quality constraints as imposed on the provision of the *services*.
- 7.4.6 The *Professional Services Provider's* programme shall comply with the stipulations of the relevant sections of the *Employer's* Scope of Service, which details the minimum Environmental constraints as imposed on the provision of the *services*.
- 7.4.7 The *Professional Services Provider* includes any reasonable foreseen and unforeseen constraints, assumptions and conditions which may arise in line with the overall scope as outlined and the *Employer's* Scope of Service.
- 7.4.8 The *Professional Services Provider* uses the latest version of Microsoft Project for his programme submissions, with the use of alternative but similar software package being employed only upon the written approval of the *Employer* or *Employer's Agent*.
- 7.4.9 The *Professional Services Provider's* first programme submitted for acceptance shall be developed and decomposed such that it is an accurate and robust forecast of the services to be undertaken. This shall be undertaken during the pre-contract negotiation period and no later than the date stipulated under Contract Data Part One.
- 7.4.10 The *Professional Services Provider* shall take due cognisance of the period for reply as stated in the Contract Data.

- 7.4.11 The *Professional Services Provider* complies with the *Employer's* dates as stipulated within the Contract Data when he submits his first programme for acceptance and all other subsequent programme submissions.
- 7.4.12 The *Professional Services Provider* presents his first programme and all subsequently revised programmes (see NEC3 PSC Clauses 31.2 and 32.1) in hard copy and soft copy format; with the programme model being a Level 4 project programme.
- 7.4.13 The *Professional Services Provider* shows on his programme submitted for acceptance and/or accepted programme and all subsequently revised programmes or programme submissions, showing the critical path or paths and all necessary logic diagrams demonstrating the sequence.
- 7.4.14 The *Professional Services Provider's* programme shows duration of operations in working days as per the stipulated definition of the work days and hours as in the *Employer's* Scope of Service.
- 7.4.15 The *Professional Services Provider* attends, participates in and makes a meaningful contribution to, planning initiation & set-up meetings held during the pre-contract negotiation period and at weekly intervals during the contract period. The *Employer* or *Employer's Agent* shall define the tools, processes, procedures as well as methodologies for calculating, measuring and tracking progress. It is the *Professional Services Provider's* obligation in this regard to employ the aforementioned in the monitoring and management of performance against the performance measurement baseline and measurement of progress.
- 7.4.16 The *Professional Services Provider's* programme shows the following levels:
- 7.4.16.1 **Level 1 Master Programme** – defines the major operations and interfaces between engineering design, procurement, fabrication and assembly of Plant and Materials, transportation, construction, testing, snagging, commissioning and Completion.

7.4.16.2 **Level 2 Project Programme** – summary programmes ‘rolled up’ from Level 3 Project Programme described below.

7.4.16.3 **Level 3 Project Programme** – detailed programmes generated to demonstrate all operations identified in the programme from the starting date to Completion.

7.4.16.4 **Level 4 Project Programme** – detailed discipline level programme decomposed to appropriate levels of detail in order to accurately substantiate activity scope and activity duration estimates; developed and maintained by the *Professional Services Provider* relating to all operations identified on the programme representing the daily activities by each discipline, with activities and operations adequately decomposed in order to accurately represent the effort required to execute activity/operation and support accurate duration estimates.

7.4.17 A Basis of Programme document shall be prepared by the *Professional Services Provider* at intervals as approved by the *Employer/ Employer’s Agent* accompanying the latest programme submitted for acceptance and detailing but not limited to the following minimum requirements:

7.4.17.1 An overview of assumptions, constraints, specific and quantified resource allocations, productivity assumptions and basis of calculation, identification, and justification of general scheduling provisions such as calendars and working times, lags, date constraints, activity durations longer than one reporting period, etc. Description of network logic and sequencing, in line with practical changes that have taken place on site/off site within the current reporting period, including changes in previous assumptions, which impact sequencing or logic.

7.4.17.2 Description of general approach to execute the Scope of Service and proposed impact of and changes thereto.

7.4.17.3 Description of approach to allocation, use and management of all resources dedicated to the project, proposed impact of, and changes thereto.

- 7.4.17.4 Description of and trend analysis of critical risks as identified through programme risk analysis and included in programme contingency and or Time Risk Allowance provisions.
- 7.4.17.5 Discussion regarding the basis, method of calculation and validity of the critical path and near critical paths, (interrogate longest path and total float as contained in the programme for accuracy and validity) and comparison to conditions of criticality practically observed on site.
- 7.4.17.6 Reporting on change management, i.e. identify and record any deviations/changes that have taken place within the previous reporting cycle, and their resultant impact on the remaining works and as identified and highlighted in the current revision of the programme for acceptance.
- 7.4.17.7 Identification of critical activities, as well as near critical activities and undertake trend analysis on such activities with the aim of identify any deviations from planned performance.
- 7.4.17.8 Identification of any recovery and or mitigation action required in order to neutralise any deviations.

## **7.5 Reporting and Monitoring**

- 7.5.1 The *Professional Services Provider* reports to the *Employer* or *Employer's Agent* at intervals suitably agreed.
- 7.5.2 *Professional Services Provider* attends meetings as included but not limited to those detailed within the *Employer's* Scope of Service. Regular meetings of a general nature may be convened and chaired by the *Employer* or *Employer's Agent* as follows:



<b>Title and purpose</b>	<b>Approximate time &amp;</b>	<b>Location</b>	<b>Attendance by:</b>
Kick-off meetings	Once off after contract award	<i>Employer's Offices</i>	<i>Employer, Supervisor, Employer's Professional Agent, Services</i>
Risk Reduction register	Monthly on (or as & when required)	<i>Employer's Offices and or online</i>	<i>Employer, Supervisor, Employer's Professional Agent, Services Provider and appropriate key persons</i>
Overall contract progress and	Monthly	<i>Employer's Offices</i>	<i>Employer, Supervisor, Employer's Professional Agent, Services Provider and appropriate key persons</i>

7.5.3 Meetings of a specialist nature may be convened as specified elsewhere in this Scope of Services or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the Works. Records of these meetings are to be submitted to the *Employer* or *Employer's Agent* by the person convening the meeting within five (5) days of the meeting.

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

7.5.5 The *Professional Services Provider* attends management meetings at the *Employer* or *Employer's Agent* request as and when required.

7.5.6 The *Professional Services Provider* submits programme narrative report to the *Employer* or *Employer's Agent* at fortnightly intervals as well as daily status/target sheets detailing planned/targeted activities and actuals at daily intervals in addition to the intervals for submission of revised programmes stated under Contract Data Part One. The *Professional Services Provider* also submits fortnightly expediting report detailing progress of all operations off site and monthly programme narrative report to *Employer* or *Employer's Agent*.

7.5.7 The *Professional Services Provider* completes an assessment of all activities in progress on and off site and determines percentage complete, forecasted completion dates, deviations from the Accepted Programme/and or the latest programme

submitted for acceptance; and proposes remedial actions to rectify deviations.

7.5.8 The *Professional Services Provider's* monthly project progress report (narrative report) includes but is not limited to:

- The Level 4 integrated project programme
- Monthly look Ahead Programme showing planned progress for the coming month period, potential delays/deviations and proposed mitigating action for each activity in question
- Manpower Histogram – reflecting actual, forecasted and planned activities
- S-curves – reflecting the actual physical percentage complete versus the planned physical percentage for the overall contract
- Identification critical activities, progress and any deviations from planned performance with recovery plans as required

7.5.9 Based on the latest accepted Programme or the latest programme submitted to the *Employer* or *Employer's Agent* for acceptance, the *Professional Services Provider* is to complete a monthly programme narrative report, submitted on the last Friday of each month, or as required by the *Employer* or *Employer's Agent*. The report shall indicate "progress this period" and "progress to date" and shall include, but is not limited to the following:

- Summary of progress achieved during the reporting period
- Latest Accepted Programme and/or latest programme submitted for acceptance
- Deviations from the current Accepted Programme and/or latest programme submitted for acceptance and or the performance measurement baseline as included under the Contract Data; as well as associated action plans/ recovery plans to rectify deviations
- Project milestones table – planned versus actual and forecasted completion
- Manpower histograms, including a control spreadsheet or similar approved tool, detailing specific current and future over-allocation and/or conflicts in allocation and usage of resources.
- S-curves of overall progress
- Critical action items list (top 10)

## 7.6 Other Conditions

- 7.6.1 The *Professional Services Provider* shall comply with the specific provisions of Clause 22.1 of the conditions of contract (NEC3 PSC) when replacing any key persons previously appointed in line with the provisions of this contract. All persons proposed in line with the aforementioned procedure are to be subjected to an interview and assessment process conducted by the *Employer* or *Employer's Agent* (including other specialists nominated by the *Employer*). It shall be the *Employer's* unfettered right to conduct such assessment process as he deems appropriate. Any replacement of a key person is subject to the *Employer's* express acceptance in writing.
- 7.6.2 It shall be the *Employer's* unfettered right to exercise the provisions of Clause 22.2, where deemed necessary in order to meet the *Employer's* objectives as stipulated in clause 2 above.
- 7.6.3 When demonstrating entitlement to a change to the Completion Date(s), the *Professional Services Provider* must take cognisance of the requirements of the conditions of contract (NEC3 PSC), specifically core Clauses 62 and 63 and all relevant clauses; that is, the *Professional Services Provider* must demonstrate the impact of the compensation event on the remaining work at the specific point in time the compensation event started to occur.

## 7.7 Quality assurance requirements

- 7.7.1 The *Professional Services Provider* has a well-organized quality control and assurance system based on ISO 9000 Series (or equivalent acceptable to the *Employer*) to assure that Services, including subcontracted Services, comply with the Scope as per the QAL-STD-0001 Rev 1
- 7.7.2 Within the period stated in the Contact Data, the *Professional Services Provider* submits his complete quality control and assurance system (with all quality control and assurance procedures and manuals) for review and acceptance by the *Employer* or *Employer's Agent*. The manual includes pro-forma checklists for all requirements of the Professional Services Providers quality control and assurance program and those called for in the Scope.

- 7.7.3 Acceptance by the *Employer* or *Employer's Agent* of the *Professional Services Provider's* quality assurance programme, quality plans and/or inspection and/or test plans, or of those- of his Subcontractors will not relieve the Professional Services Provider of his obligation to provide services that meet the requirements of the Contract.

## **7.8 Professional Services Provider's management, supervision and key people**

- 7.8.1 The *Professional Services Provider* shall ensure that competent, experienced and dependable resources are available for the full duration of the contract. Every effort must be exercised by the *Professional Services Provider* to minimise the replacement of key persons in order to ensure continuity and efficiency in providing the Service.
- 7.8.2 The incumbents below shall demonstrate that she/he has developed the necessary skills, competencies and experience executing the particular task assigned to, and is fully knowledgeable of the associated activities that are relevant to that task.
- 7.8.3 The *Professional Services Provider* is required to provide as much evidence as possible to unequivocally demonstrate that the incumbents below completely satisfy these requirements.
- 7.8.4 The *Professional Services Provider* shall employ properly qualified and experienced key persons who have developed the necessary skills including and not limited to:

### **Architect**

B. Arch or M. Arch

Minimum Six years tertiary qualification, Professional Registration with South Africa Council for the Architectural Profession (SACAP) for the Architect.

Minimum of 6 years relevant post graduate experience in discipline related

### **Traffic Engineer**

BTech or BSc Degree

Minimum Six years tertiary qualification, relevant BSc or BTech degree, Professional

Registration with Engineering Council of South Africa (ECSA)

Minimum of 6 years relevant post graduate experience in related discipline as a Traffic Engineer

### **Civil Engineer**

BTech or BSc Degree

Minimum Six years tertiary qualification, relevant BSc or BTech degree, Professional Registration with Engineering Council of South Africa (ECSA)

Minimum of 6 years relevant post graduate experience in related discipline

### **Structural Engineer**

BTech or BSc Degree

Minimum Six years tertiary qualification, relevant BSc or BTech degree, Professional Registration with Engineering Council of South Africa (ECSA)

Minimum of 6 years relevant post graduate experience in related discipline

### **Quantity Surveyor**

The Quantity Surveyor shall be registered as a Professional Quantity Surveyor (Pr. QS) with SACQSP, hold a B-Tech or BSc Hons Quantity Surveying, in terms of the Quantity Surveying Profession Act (Act 49 of 2000) with at least 5 years of experience in the estimating and constructing of entrance plaza facilities, and operational buildings.

### **Project Manager/Planner**

Planner should have a minimum of 6 years' experience working in structural engineering projects undertaking the role of Planner as well as a background (educational or vocational) in one of the built environment disciplines. In addition, experience working with the NEC3 Engineering and Construction Contract Option chosen for this contract, is an added advantage.

Other experienced and professionally registered resources include quantity surveyor, electrical engineer, Information Technology specialist, Surveyor, Geotechnical specialist, etc.

## **7.9 Insurance provided by the *Employer***

7.9.1 Procedures for making insurance claims can be obtained from the *Employer*.

## **7.10 Contract change management**

7.10.1 The standard reporting forms that shall be used will be provided to the *Professional Services Provider*.

# **8 Procurement**

## **8.1 Code of Conduct**

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

- The Transnet Procurement Procedures Manual (PPM);
- Section 217 of the Constitution - the five pillars of Public PSCM (Procurement and Supply Chain Management): fair, equitable, transparent, competitive and cost effective;
- The Public Finance Management Act (PFMA).
- The Broad Based Black Economic Empowerment Act (B-BBEE); and
- The Anti-Corruption Act.

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

## **8.2 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 organization. As such, our transformation is focused on adopting a performance culture and to adopt behavior that will enable this transformation.

8.2.1 Transnet will not participate in corrupt practices and therefore expects its suppliers to act in a similar manner.

- Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with and payments to our suppliers.
- Employees must not accept or request money or anything of value, directly or indirectly, to:
  - Illegally influence their judgement or conduct or to ensure the desired outcome of a sourcing activity;
  - Win or retain business or to influence any act or decision of any decision stakeholders involved in sourcing decisions; or
  - Gain an improper advantage.
- There may be times when a supplier is confronted with fraudulent or corrupt behavior of Transnet employees. We expect our Suppliers to use our “Tip-offs Anonymous” Hot line to report these acts. (0800 003 056).

8.2.2 Transnet is firmly committed to the ideas of free and competitive enterprise.

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

8.2.3 Transnet’s relationship with suppliers requires us to clearly define requirements, exchange information and share mutual benefits.

- Generally, Suppliers have their own business standards and regulations. Although Transnet cannot control the actions of our suppliers, we will not tolerate any illegal activities. These include, but are not limited to:
  - Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc.);
  - Collusion;
  - Failure to disclose accurate information required during the sourcing activity (ownership, financial situation, B-BBEE status, etc.);
  - Corrupt activities listed above; and

- Harassment, intimidation or other aggressive actions towards Transnet employees.
- Suppliers must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence is conducted and the supplier is expected to participate in an honest and straight forward manner.
- Suppliers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.

### **8.3 Conflicts of Interest**

- 8.3.1 A conflict of interest arises when personal interests or activities influence (or appear to influence) the ability to act in the best interests of Transnet.
- Doing business with family members
  - Having a financial interest in another company in our industry

### **8.4 The *Professional Services Provider's* Invoices**

- 8.4.1 When the *Employer* or *Employer's* Agent certifies payment (see PSC Clause 51.1) following an assessment date, the Professional Services Provider complies with the *Employer's* procedure for invoice submission. Timing and procedure for submitting invoices will be presented at the kick-off meeting following the contract award.
- 8.4.2 The invoice must correspond to the *Employer's* or *Employer's* Agent's assessment of the amount due to the Professional Services Provider as stated in the payment certificate.
- 8.4.3 The invoice states the following:
- Invoice addressed to Transnet SOC Ltd.
  - Transnet SOC Limited's VAT No: 4720103177; Invoice number.
  - The Professional Services Provider's VAT Number; and The Contract number
  - The invoice contains the supporting detail



8.4.4 Where applicable the invoice contains the following supporting detail:

- A statement of invoices,
- *Employer* for acceptance, the amount paid to date,
- Retention monies to be deducted from the invoice, Interest payable,
- Settlement discount,
- Summary of progress covered by invoice

8.4.5 The invoice is presented either by post or by hand delivery.

8.4.6 Invoices submitted by post are addressed to:

Transnet National Port Authority  
P O Box 1027  
Durban  
4001

For the attention of the *Employer* Agent,

Invoices submitted by hand to:

Transnet National Ports  
Authority  
Quayside Road, Office 217C Ocean Terminal Building  
Durban  
4000

For the attention of the *Employer* Agent,

8.4.7 The invoice is presented as an original.

## 8.5 People

8.5.1 The *Employer* supports the Government's BBBEE initiatives and prefers that its suppliers have a BBBEE status required by this tender on the balanced scorecard of the Department of Trade and Industry (DTI).

8.5.2 If not already accredited, the *Employer* encourages the Contractor to obtain accreditation by one of the Accreditation Agencies using rating methodologies that are aligned to the most recent DTI Code of Good Practice.

8.5.3 The Professional Services Provider provides the *Employer* with his BBBEE Accreditation.

## **8.6 Preferred sub-*Professional Services Providers***

- 8.6.1 The Professional Services Provider shall not appoint or bring Sub-Professional Services Providers without the prior approval of the *Employer* or *Employer's Agent*, and all Sub-Professional Services Providers will be required to conform to the requirements as set out herein as if they were employees of the Professional Services Provider.
- 8.6.2 The Professional Services Provider shall not deviate from the approved Sub-Professional Services Provider's list without prior approval of the *Employer* or *Employer's Agent*.
- 8.6.3 The Professional Services Provider shall appoint his Sub-Professional Services Providers based on the NEC3 PSC agreements, i.e., on the same terms and conditions applicable to the agreement between the *Employer* and the *Professional Services Provider*.
- 8.6.4 The *Professional Services Provider* shall ensure that the quality assurance requirements placed on him under this Contract are transferred into any Sub-Professional Services Providers.

## **8.7 Management structures**

- 8.7.1 The Contract Data shall indicate who the *Employer* is. The *Employer's Agent* is fully empowered to act on behalf of the *Employer* for the services covered by the *Employer's Scope of Service*.
- 8.7.2 The *Professional Services Provider* shall appoint suitably qualified sub-contractors to carry out any construction, investigative and assessment works and shall act as the Principal Agent for the sub-contracted works in terms of the Construction Regulations.

## PART C4: SITE INFORMATION

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## **PART C4 SITE INFORMATION**

### **1. DESCRIPTION OF THE SITE AND ITS SURROUNDINGS**

#### **1.1 General Description**

The Port of Durban has various access points that allow customers, terminal operators, and the public to enter and exit the port operational areas. These access points need to be monitored, controlled, and regulated to ensure that all trucks, vehicles, and pedestrian's movement is recorded and captured by the security department. Some of these access points are not monitored or controlled by security and it poses a risk to the port by allowing any unauthorised personnel to enter any part of the port at any time. Formalised security access points such as entrance plaza facilities are critical to eliminate operational risks, as well as ensuring compliance to regulations/standards and to promote the corporate image of the port. Below are the main access points to be considered for this project:

- Quayside road

The access control gates currently on site is monitored by the security department and SAPS, however no records are being kept at the gates to provide data regarding vehicular traffic entering and exiting the port. The KZN Logistics Hub team is working on the Point Container and Automotive project which looks at the positioning of this gate. Structural modification and refurbishments can be done at this gate to ensure that the latest technology is used by the security department to control and monitor access of cars, trucks and pedestrians.

- Maydon road

The Maydon Wharf precinct is accessible via Maydon Road from various roads mentioned above. Currently, there are no means of controlling vehicles and pedestrians entering Maydon Road resulting in the precinct being unrestricted. There is limited land available in the precinct due to operating terminals but the installation of these 3 access control gates will be beneficial for the operations.

- Bayhead road

Bayhead road is known to be a relatively busy road, being a dual carriage way, two lane road with multiple intersections that serve as a link to various parts of the port inclusive of the Durban

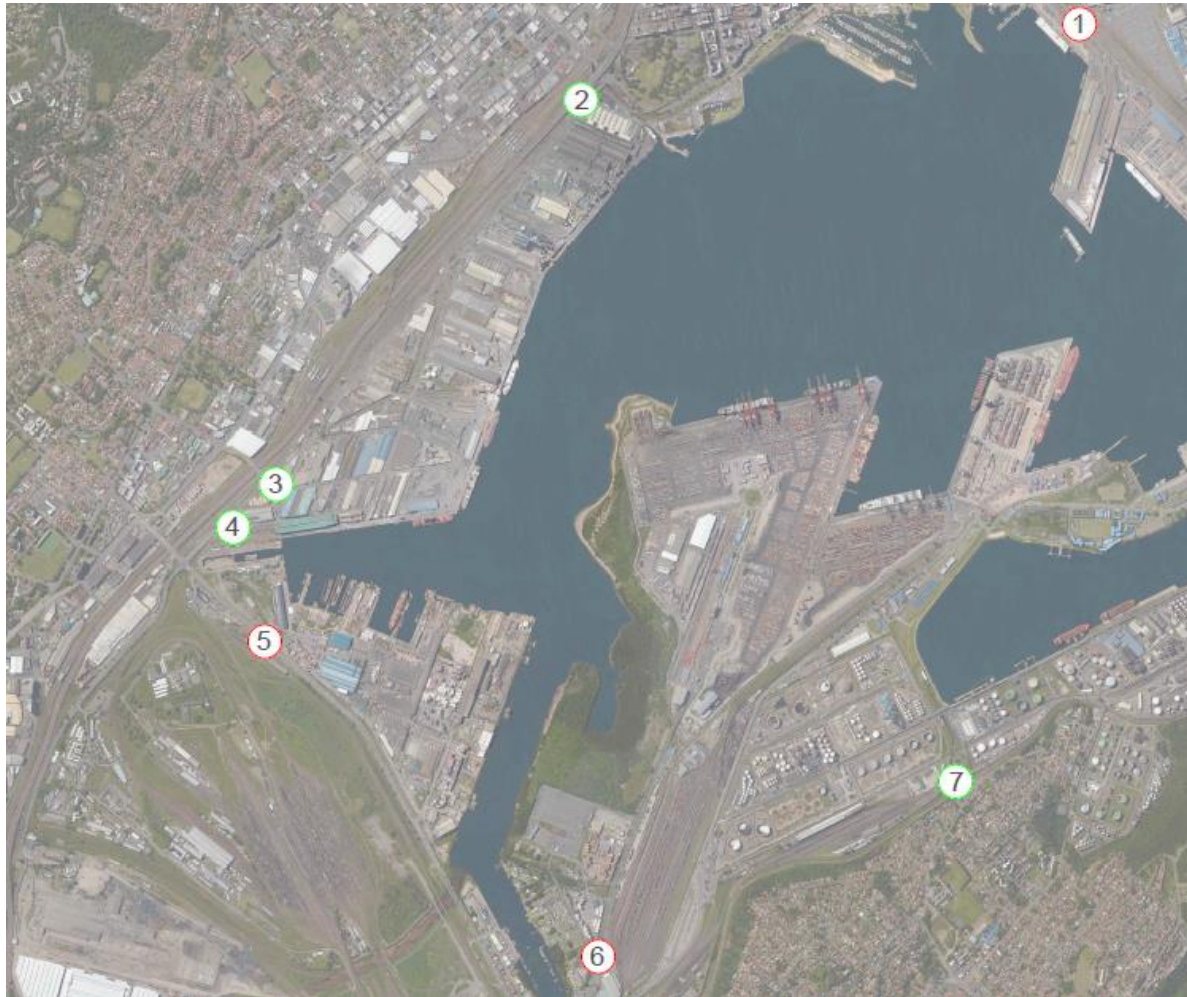
Container Terminal and the Island View precinct. The possibility of having an Entrance Plaza Facility on this road will be beneficial to TNPA and will enable the port to have stored tangible data for the different cargo carriage. The amount of land vacant around the proposed area will allow for all the necessary structures required for this facility.

- Langerberg road

There is a formal entrance structure that is currently in existence on the road but is not being utilized for its original purpose of controlling access. Customs and SAPS department occasionally use this entrance to verify documentation from the road and port users, which causes congestion. The aim is to reposition this entrance facility to a reasonable distance away from the intersection to counteract congestion, while encouraging control and monitoring of vehicles and pedestrians entering and exiting the port boundaries.

- Iran road

Currently there is unrestricted access to the port via Iran Road, there is no control of the personnel utilizing this road nor is there a time limit to the road usage. This allows for anyone to have access to the port at any time of the day. The only access control is when entering Island View Complex via Famosand road to cutler entrance 3. The area is surrounded by petroleum and chemical producing tenants, which need to be monitored to ensure safety of the staff working within the precinct while preventing citizens from neighboring areas from being in close proximity with the operations. There is vacant land on the North western side of the proposed location which will accommodate all necessary facility structures and equipment.



**Figure 1: Layout of the Port of Durban with Locations of each Entrance Plaza Facility**

## 1.2 Port of Durban

The Port of Durban is one of the eight South Africa's commercial ports that must adhere to International Ship and Port Security (ISPS) code level 1 requirements. The code states that a port facility shall apply measures and procedures to cause minimum interference or delays to passenger, ship, ships personnel, visitors, goods and services.

The Port management proposed the installation of Entrance Plaza facilities to the main access points of the Port of Durban. This initiative will close off the accessibility of the Port and ensure that the entrances and exits from various parts of the port is monitored, controlled, and recorded effectively using CCTV, ICT and other security features.

The Port of Durban has various access points that allow customers, terminal operators and the public to enter and exit the port operational areas, some of these areas are not monitored and this poses a risk to the port by allowing unauthorized personnel to enter any part of the port at any time

### 1.3 Existing Structures

There are various existing structures and services that could be found within each site.

- Railway lines and rail facilities.
- High light and camera surveillance mast poles.
- buildings
- Buried electrical services, storm water pipes, manholes, and culverts.
- Buried concrete foundations and beam remnants
- Fencing
- Gates
- Existing structures
- Electrical infrastructure
- Paved surfaces, both asphalt and interlocking concrete blocks.
- On and off ramp
- Steel bridge
- Municipality services and infrastructure
- Other services which might be unknown

### 1.4 Hidden Services

TNPA will issue drawings to the successful bidder in an image or PDF indicating all known underground services. There are instances where records of underground services have been lost or damaged which render such services unknown. The appointed service provider needs to undertake a geotechnical field work or any other form of investigation which may include drilling or excavations as part of the pre-feasibility study, the service provider shall be expected to prove services by manual hand digging or use ground penetration radar to detect any underground services that may not be shown in the services drawings. The health and safety regulations will need to be followed when conducting any physical work on site.

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## **2. ACCESS LIMITATIONS**

### **2.1 Access Permit**

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

### **2.2 Safety Inductions**

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

No employees or services providers will be permitted to enter operational area to undertake any work without the mandatory safety induction.

### **2.3 Working hours**

Transnet National Ports Authority working hours at the Port of Durban are from 08:00 to 16:30, from Monday to Friday, service providers will not be allowed to do the work within the port outside of the aforementioned times without prior approval by the project manager.