

Transnet National Ports Authority

An Operating Division of **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR PROPOSAL (RFP)

**FOR THE DETAILED PRE-FEASIBILITY ENGINEERING STUDY FOR COASTAL
PROTECTION STRUCTURES AT ALKANTSTRAND AND NORTHERN BEACHES OF
RICHARDS BAY FOR A PERIOD OF EIGHT (8) MONTHS**

RFP NUMBER	: TNPA/2026/03/0469/2692/RFP
ISSUE DATE	: 11 MAY 2026
COMPULSORY CLARIFICATION MEETING	: 19 MAY 2026
CLOSING DATE	: 1) JUNE 2026
CLOSING TIME	: 16h00
TENDER VALIDITY PERIOD	: 25 weeks from the closing date

PLEASE NOTE THE BELOW PRE-QUALIFICATION CRITERIA:

- **Attendance of a compulsory tender briefing session.**
- **Submit the Qualifications and Experience Requirements of Key Personnel.**

Contents

Number Heading

The Tender

Part T1: Tendering Procedures

T1.1 Tender Notice and Invitation to Tender

T1.2 Tender Data

Part T2: Returnable Documents

T2.1 List of Returnable Documents

T2.2 Returnable Schedules

The Contract

Part C1: Agreements and Contract Data

C1.1 Form of Offer and Acceptance

C1.2 Contract Data (Parts 1 & 2)

C1.3 Form of Guarantee

Part C2: Pricing Data

C2.1 Pricing Instructions

C2.2 Activity Schedule

Part C3: Scope of Services

C3.1 Works Information

Part C4: Site Information

C4.1 Site Information

SECTION 1: SBD1 FORM

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS FOR THE DETAILED PRE-FEASIBILITY ENGINEERING STUDY FOR COASTAL PROTECTION STRUCTURES AT ALKANTSTRAND AND NORTHERN BEACHES OF RICHARDS BAY

BID NUMBER:	TNPA/2026/03/0469/2692/RFP	ISSUE DATE:	11 MAY 2026	CLOSING DATE:	09 JUNE 2026	CLOSING TIME:	16h00
-------------	-----------------------------------	-------------	--------------------	---------------	---------------------	---------------	--------------

DESCRIPTION **FOR THE DETAILED PRE-FEASIBILITY ENGINEERING STUDY FOR COASTAL PROTECTION STRUCTURES AT ALKANTSTRAND AND NORTHERN BEACHES OF RICHARDS BAY FOR A PERIOD OF EIGHT (8) MONTHS.**

BID RESPONSE DOCUMENTS SUBMISSION INSTRUCTIONS

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.

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

- a) Log on to the Transnet eTenders management platform website/Portal using **Google Chrome:** transnetetenders.azurewebsites.net;
- b) Click on "ADVERTISED TENDERS" to view advertised tenders;
- c) Click on "SIGN IN/REGISTER to register new bidder information and ensure that all mandatory information is completed OR to sign in if already registered;
- d) Toggle (click to switch) the "Log an Intent" button to submit a bid;
- e) Respondents are to submit bid documents by uploading them onto the Transnet system against each tender selected. A Bidder can upload 30mb per upload and multiple uploads are permitted.**
- f) Bidders should ensure that electronic bid submissions are submitted at least a day before the closing date and bidders should not wait for the last hour before the deadline to submit. This is to enable them to timeously address issues which they may encounter due to internet speed, bandwidth or the size of the number of uploads being submitted. Transnet will not be held liable for any challenges experienced by bidders as a result of their own technical challenges.
- g) No late submissions will be accepted.
- h) Each company must register its own profile using its company details and use the corresponding registered profile to log an intent to bid as well as submitting any bid. Transnet will not accept a bid or will disqualify a bidder who submits a bid in the Transnet e-tender submission through another bidders'/Company's profile. In other words, each bidder must register the intent to bid and submit its bid through its own profile under the same company name that will eventually bid for the tender. No company shall submit a bid on behalf of another company regardless of the company being a subsidiary or holding company.
- i) In case of a Joint Venture, any of the parties/companies to the Joint Venture may use its registered profile to submit a bid on behalf of the Joint Venture.
- j) A detailed bidder guide can be found on the Transnet Portal transnetetenders.azurewebsites.net

TRANSNET NATIONAL PORTS AUTHORITY
 TENDER NUMBER: TNPA/2026/03/0469/2692/RFP
 DESCRIPTION OF THE SERVICES: FOR THE DETAILED PRE-FEASIBILITY ENGINEERING STUDY FOR COASTAL PROTECTION STRUCTURES AT ALKANTSTRAND AND NORTHERN BEACHES OF RICHARDS BAY

BIDDING PROCEDURE / TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON	Eunita Mfeka		
TELEPHONE NUMBER	N/A		
FACSIMILE NUMBER	N/A		
E-MAIL ADDRESS	tnpatenderenquiriesrb@transnet.net		
SUPPLIER INFORMATION: Contact Details below will be used to make contact with the tenderer. Return of other contact details anywhere else in the tender document will NOT be used to contact the tenderer.			
NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE		NUMBER
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE		NUMBER
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
IT IS A CONDITION OF THIS BID THAT THE TAX MATTERS OF THE SUCCESSFUL RESPONDENTS BE IN ORDER, OR THAT SATISFACTORY ARRANGEMENTS HAVE BEEN MADE WITH SOUTH AFRICAN REVENUE SERVICE (SARS) TO MEET THE RESPONDENTS' TAX OBLIGATIONS.			
	TCS PIN		OR CSD NO:
SUPPLIER COMPLIANCE STATUS	<input type="checkbox"/> Yes <input type="checkbox"/> No	BBEE STATUS LEVEL SWORN AFFIDAVIT	
Yes, Who was the Certificate issued by			
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)	
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)	
	<input type="checkbox"/>	A REGISTERED AUDITOR	
NAME:			
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT MUST BE SUBMITTED FOR PURPOSES OF COMPLIANCE WITH THE B-BBEE ACT]			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ENCLOSE PROOF]	ARE YOU A FOREIGN-BASED SUPPLIER FOR THE SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER QUESTIONNAIRE BELOW]
Signature of the Bidder	Date:

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE BIDDER HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 BELOW.	

**PART B
 TERMS AND CONDITIONS FOR BIDDING**

1. TAX COMPLIANCE REQUIREMENTS
1.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
1.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
1.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
1.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
1.5 IN BIDS WHERE UNINCORPORATED CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
1.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
1.7 RESPONDENTS 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. ONLY FOREIGN SUPPLIERS WITH NO LOCAL REGISTERED ENTITY NEED NOT REGISTER ON THE CSD. THE CSD CAN BE ACCESSED AT HTTPS://SECURE.CSD.GOV.ZA/.iu

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

DATE: _____



T1.1 TENDER NOTICE AND INVITATION TO TENDER

SECTION 1: NOTICE TO TENDERERS

1. INVITATION TO TENDER

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

DESCRIPTION	<p>For the detailed pre-feasibility engineering study for coastal protection structures at Alkantstrand and northern beaches in Richards Bay for a period of eight (8) months</p>
TENDER DOWNLOADING	<p>This Tender may be downloaded directly from the National Treasury eTenders Publication Portal at www.etenders.gov.za, CIDB notification, and the website and the Transnet website at https://transnetetenders.azurewebsites.net (please use Google Chrome to access the Transnet link) FREE OF CHARGE.</p>
COMPULSORY TENDER CLARIFICATION MEETING	<p>A Compulsory Tender Clarification Meeting will be conducted at the Transnet National Ports Authority, Bayvue Centre Building, eLwazini VMH Boardroom, Ventura Road, Port of Richards Bay, on 19 May 2026 at 10:00 am, for a period of ± 2 (two) hours.</p> <p>[Tenderers to provide their 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>A Site visit/walk will take place; tenderers are to note:</p> <ul style="list-style-type: none"> • Tenderers are required to wear safety shoes, goggles, long-sleeve shirts, high-visibility vests, and hard hats. • Tenderers without the recommended PPE will not be allowed on the site walk. • Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops, and Stores will have to undergo breathalyser testing. • All forms of firearms are prohibited on Transnet properties and premises. • The relevant persons attending the meeting must ensure that their identity documents, passports, or driver's licences are on them for inspection at the access control gates.
	<ul style="list-style-type: none"> • Tenderers must complete and sign the RFP briefing attendance register and certificate of attendance in the form set out in T 2.2-02 Either T 2.2-02 (certificate of attendance) or the RFP • The briefing attendance register will be used as a form of evidence to verify the bidder's attendance. • Tenders will only be accepted from those tendering entities, including those entities that intend to form a joint venture, appearing on the attendance register. • Tenderers are also encouraged to download their RFP document to the briefing session and to have their returnable document T2.2-02 certificate of attendance signed off by the Employer's authorised representative.
<p>CLOSING DATE</p>	<p>16h00 on 1) JUNE 2026</p> <p>Tenderers must ensure that tenders are uploaded timeously onto the system. If a tender is late, it will not be accepted for consideration.</p>

2. TENDER SUBMISSION

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

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

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

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

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

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

3. CONFIDENTIALITY

All information related to this RFP is to be treated with strict confidentiality. In this regard, Tenderers are required to certify that they have acquainted themselves with the Non-Disclosure Agreement. All information related to a subsequent contract, both during and after completion thereof, will be treated with strict confidence. Should the need, however arise to divulge any



information gleaned from provision of the Works, which is either directly or indirectly related to Transnet's business, written approval to divulge such information must be obtained from Transnet.

4. DISCLAIMERS

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

- 4.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.
- 4.2. Not necessarily accept the lowest priced tender or an alternative Tender;
- 4.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;
- 4.4. Should the Tenderers be awarded business on the strength of information furnished by the Tenderer, which, after conclusion of the contract, is proved to have been incorrect, Transnet reserves the right to terminate the contract;
- 4.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 4.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;
- 4.7. Verify any information supplied by a Tenderer by submitting a tender; the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;
- 4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);
- 4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.
- 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP, with the possible consequence of being disadvantaged or disqualified as a result thereof.
- 4.11. Transnet reserves the right to exclude any Tenderers from the tender process who have 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 **T2.2-13, Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.

4.12. Transnet reserves the right to perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer :

- *unduly high or unduly low tendered rates or amounts in the tender offer;*
- *contract data of contract provided by the tenderer; or*
- *the contents of the tender returnables which are to be included in the contract.*

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

6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

Tenderers are required to self-register on the 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/>. Tenderers are required to provide the following to Transnet in order to enable it to verify information on the CSD:

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

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



T1.2 TENDER DATA

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

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

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

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

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



Part C: The contract

Part C1: Agreements and contract data	C1.1 Form of offer and acceptance C1.2 Contract data (Part 1 & 2) C1.3 Form of Securities
Part C2: Pricing data	C2.1 Pricing Instructions C2.2 Activity Schedule
Part C3: Scope of Services	C3.1 Scope
Part C4: Site information	C4.1 Site information

C.1.4	The Employer's agent is:	Contract Specialist
	Name:	Eunita Mfeka
	E-mail:	tnpatenderenquiriesrb@transnet.net

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

1. Stage One – Test for Responsiveness.

Step 1: Test for Administrative Responsiveness

Check that all required documents have been submitted.

Step 2: Test for Substantive Responsiveness

Check that the Tender meets the minimum criteria, including pre-qualification/ mandatory and/ or eligibility criteria.

The following are mandatory pre-qualification criteria for this tender. Any tenderer that fails to meet the stipulated eligibility pre-qualification criteria will be regarded as an unacceptable tender.



Check for substantive responsiveness
<ul style="list-style-type: none"> Whether the Bid contains a priced offer as prescribed in the pricing and delivery schedule <p><i>Tenderers must submit a signed and completed C2.1 Form of Offer and a completed C2.2 Activity Schedule.</i></p>
<ul style="list-style-type: none"> Whether the Bid materially complies with the scope and/or specification given
<ul style="list-style-type: none"> Whether any minimum requirements have been met as follows: <ul style="list-style-type: none"> - Certificate of Attendance of a Compulsory Briefing meeting. - Submit the Qualifications and Experience Requirements of Key Personnel as per T2.2-01 Technical pre-qualification

a) Eligibility with regards to attendance at the compulsory clarification meeting:

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

b) Eligibility in terms of Technical Pre-qualification Criteria Schedule:

Only those Tenderers who strictly meet and provide documented proof of all required qualifications and demonstrated experience for each key personnel position specified in this section will be eligible for further evaluation.

1. Engineering Manager:

- Registration with the Engineering Council of South Africa (ECSA) as a Professional Engineer (Pr Eng) or Professional Engineering Technologist (Pr Tech Eng)
- Minimum qualification requirement is a BSc/BEng/BTech degree in Civil Engineering



- The submitted CV must demonstrate experience in managing projects in the Port and Coastal Engineering field for at least 5 years post professional registration.

2. Lead Engineer (Marine/Coastal)

- Registration with the ECSA as a Professional Engineer (Pr Eng/Pr Techni Eng)
- Minimum qualification requirement is a master's degree in Port and Coastal Engineering, with experience in the design of Port or Coastal infrastructure for at least 5 years post professional registration.
- Relevant Port and Coastal works include, but are not limited to:
 1. Beach nourishment projects
 2. Dredging and reclamation
 3. Design of coastal protection structures
 4. Numerical modelling of coastal processes

3. Civil Engineer

- The *Consultant* must propose an Engineer who holds, at a minimum, a BSc/BEng Degree in Civil Engineering with experience in engineering similar type Port and Coastal projects for at least 5 years.

The CV submitted must demonstrate that she/he has developed the necessary skills, competencies, and experience in executing the particular task assigned, and is fully knowledgeable of the associated activities that are relevant to beach replenishment projects, coastal protection structures design, and coastal wave and sediment modelling.

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



- 2. Stage Two - Functionality:** Only those tenderers who obtain the minimum qualifying score for functionality will be evaluated further in terms of price and the applicable preference point system. The minimum qualifying score for functionality is **70 points**.

The evaluation criteria for measuring functionality and the points for each criteria and, if any, each sub-criterion are as stated in C.3.11 below.

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

3. Stage Three – Step Four: Price and Preference

As stated in C3.11 below

4. Risk Assessment

In accordance with CIDB Standard Conditions of Tender, clause C.3.13, a risk assessment will be done on the award of this tender to ascertain whether there will be a potentially unacceptable risk to the employer that can't be mitigated satisfactorily prior to award. Risks identified will purely come with the information supplied with tenders during tender evaluation, i.e. need to be clarified for mitigation thereof.

The risks, root causes, and mitigations will be identified as part of this process. This is done in keeping with the prescripts of the CIDB Standard for Uniformity, Annexure C, Standard Conditions of Tender, C.3.13.

-
- C.2.7 The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. **Tenderers must complete and sign the attendance register and T2.2-02 (Certificate of Attendance). These will be used as a form of evidence to confirm or verify attendance.** Addenda will be issued to, and tenders will only be received from those tendering entities, including those entities that intend to form a joint venture, appearing on the attendance register.
-



Tenderers are also **required to bring their RFP document to the briefing session and have their returnable document T2.2-02 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

C2.15.1 offer are as follows:

Identification details:

The tender documents must be uploaded with:

- Name of Tenderer:
- Contact person and details:
- The Tender Number:
- The Tender Description

Documents must be marked for the attention of:

Employer's Agent: Eunita Mfeka

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: **16:00**

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

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

1. A valid Tax Clearance Certificate issued by the South African Revenue Services.
Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status.

2. A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a **sworn affidavit** confirming annual turnover and level of black ownership, in line with the code of good practice, more together with the tender;

3. Proof of registration on the Central Supplier Database;

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

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

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:

Quality Criteria	Sub-Criteria	Sub-criteria number of points	Number of Points
Evaluation Schedule: T2.2-03 Programme	<i>Consultant shall provide the proposed programme detailed to minimum of level 4. Consultant is to indicate ability to provide the services in terms of the Employer's requirements 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 Works clearly indicating the capacity & capability to achieve the dates stated in the Contract Data</i>		
	<i>The following requirements must be demonstrated:</i>		30
	Key requirements include:		



	1. Starting Date and completion date stated	3	
	2. Activities to be logically tied using a critical path method (CPM)	6	
	3. All activities as per level 4	6	
	4. TNPA activities calendar on the schedule represent the actual work week/month used	3	
	5. All activity durations to be realistic and activities can be measured in days, weeks, and months	6	
	6. Program compatible with MS Project or Primavera (Software) in PDF	6	
Evaluation Schedule: T2.2-04 Approach Paper	The <i>Consultant</i> must submit an Approach Paper which responds to the Scope of Work and outlines the proposed approach and methodology relating but not limited to logical sequencing of work as per the programme, method statement, technical approach, and shows an in-depth understanding of the project objectives.		35



	The following are the key requirements that must be included within the Approach Paper:		
	1. Surveys	5	
	2. Shoreline erosion evaluation	4	
	3. Beach replenishment optimization strategy	5	
	4. Sand retention structures	5	
	5. Alternative coastal protection structures	4	
	6. Concept designs, and feasibility assessment	6	
	7. Numerical modelling	4	
	8. Environmental and socio-economic approach	2	
Evaluation Schedule: T2.2-05 Company Previous Experience	<i>Consultants</i> are required to demonstrate their overall experience in performing at least three (3) similar works as per the <i>Works Information</i> in the Port and Coastal Engineering field over the last fifteen (15) years , and to this end shall complete the project list		35



	<p>provided in the Evaluation Criteria with project names and previous client contact details.</p> <p>To substantiate the list, the <i>Consultant</i> must submit a Completion Certificate/Reference letter signed by the previous client confirming the work performed with a clear indication of the client’s impression of the work performed.</p> <p>The Completion Certificate/Reference letter to substantiate experience must depict the following as a minimum:</p> <ol style="list-style-type: none"> 1. Project description 2. Previous Customer name and contact details. 3. Previous Clients’ official letterhead and company stamp; if signed, the date of signature should be included. 		
<p>Maximum possible score for quality (W_Q)</p>		<p>100</p>	<p>100</p>

- T2.2-03: Programme
- T2.2-04: Approach Paper
- T2.2-05: Company Previous Experience

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

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

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

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

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

or

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

Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system."

Thresholds	Minimum Threshold
Technical / functionality	70

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

Up to 20 or 10 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 the 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



Specific Goals	Number of points (20)	Number of points (10)
B-BBEE Status Level of Contributors 1 and 2	10.00	5.00
EME or QSE 51% Black Owned	10.00	5.00
Non-compliant contributor 3-8	0.00	0.00

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 Status Level of Contributors 1 and 2	B-BBEE Certificate / Sworn-Affidavit B-BBEE Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines
EME or QSE 51% Black Owned	B-BBEE Certificate / Affidavit (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines

The maximum points for this bid are allocated as follows:

DISCRIPTION	POINTS
PRICE	80/90
B-BBEE Status Level of Contribution 1 and 2 (10 or 5 points). EME or QSE 51% Black Owned (10 or 5 points)	20/10
Total points for Price and Specific Goals must not exceed	100

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



C.3.13 Tender offers will only be accepted if:

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



T2.1 List of Returnable Documents

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

- T2.2-01 **Stage One:** Qualifications and Experience Requirements of Key Personnel.
- T2.2-02 **Stage One: as per Eligibility Criteria Schedule:** Certificate of Attendance at Tender Compulsory Clarification Meeting

2.1.2 Stage Two as per CIDB: these schedules will be utilised for evaluation purposes:

- T2.2-03 **Evaluation Schedule:** Programme
- T2.2-04 **Evaluation Schedule:** Approach Paper
- T2.2-05 **Evaluation Schedule :** Company's Previous Experience

2.1.3 Returnable Schedules:

General:

- T2.2-06 Authority to submit tender
- T2.2-07 Record of addenda to tender documents
- T2.2-08 Letter of Good Standing
- T2.2-09 Risk Elements
- T2.2-10 Valid proof of the Respondent's compliance with the Specific Goals evidence (Preference Claim Form) requirements stipulated in SBD6.1. Annex G Compulsory Enterprise Questionnaire

Agreement and Commitment by Tenderer:

- T2.2-11 Non-Disclosure Agreement
- T2.2-12 RFP Declaration Form
- T2.2-13 RFP – Breach of Law
- T2.2-14 Certificate of Acquaintance with Tender Document
- T2.2-15 Service Provider Integrity Pact
- T2.2-16 Supplier Code of Conduct
- T2.2-17 Schedule of Proposed Sub Consultants

2.1.4 Bonds/Guarantees/Financial/Insurance:

- T2.2-18 Form of Intent to provide a Performance Guarantee
- T2.2-19 Protection of Personal Information Act, 4 of 2013 ("POPIA")
- T2.2-20 Insurance provided by the Consultant
- T2.2-21 Three (3) years of audited financial statements

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

2.3 C1.2 Contract Data

2.4 C1.3 Forms of Securities

2.5 C2.1 Pricing Instructions Activity Schedule

2.6 C2.2 Priced Activity Schedule



T2.2-01: Evaluation Schedule: Technical pre-qualification

Consultants are to submit the listed key personnel as described in Table 1. Any *Consultant* that fails to meet the stipulated criteria will be regarded as an unacceptable bid and will not be evaluated further.

Each key personnel must submit valid proof of registration where required, proof of qualification, and years of relevant experience. Failure to meet the stipulated technical pre-qualification requirements will be regarded as an unacceptable bid and will not be evaluated further.

The following key personnel shall be professionally registered:

Table 1: Qualifications and Experience Requirements of Key Personnel

No.	Key personnel	Qualification and Experience Requirements
1	Engineering Manager	<ul style="list-style-type: none"> • Registration with the Engineering Council of South Africa (ECSA) as a Professional Engineer (Pr Eng) or Professional Engineering Technologist (Pr Tech Eng). • The minimum qualification requirement is a BSc/BEng/BTech degree in Civil Engineering. • The submitted CV must demonstrate experience in managing projects in the Port and Coastal Engineering field for at least 5 years post professional registration.
2	Lead Engineer (Marine/Coastal)	<ul style="list-style-type: none"> • Registration with the Engineering Council of South Africa (ECSA) as a Professional Engineer (Pr Eng) The minimum qualification requirement is a master's degree in Port and Coastal Engineering, with experience in the design of Port and Coastal infrastructure for at least 5 years post professional registration. • Relevant Port and Coastal works include, but are not limited to: <ol style="list-style-type: none"> 1. Beach nourishment projects 2. Dredging and reclamation 3. Design of coastal protection structures 4. Numerical modelling of coastal processes



3	Civil Engineer	<ul style="list-style-type: none"> • The <i>Consultant</i> must propose an Engineer who holds, at a minimum, a BSc/BEng Degree in Civil Engineering with experience in engineering similar to Port and Coastal projects for at least 5 years. • The CV submitted must demonstrate that she/he has developed the necessary skills, competencies, and experience in executing the particular task assigned, and is fully knowledgeable of the associated activities that are relevant to beach replenishment projects, coastal protection structures design, and coastal wave and sediment modelling.
---	----------------	---

Note to Bidders: It is advisable that Bidders have prior experience with NEC3 Professional Services Contracts (PSC), as this may enhance service delivery. Bidders will not be disqualified based on this.



T2.2-02: Eligibility Schedules: Certificate of Attendance at Tender Compulsory 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 National Ports Authority, Employee Care Center (ECC), Ventura Road, in the Port of Richards Bay.	
On (date)		Starting time: 10:00

Particulars of person(s) attending the meeting:

Name Signature

Capacity

Attendance of the above company at the meeting was confirmed:

Name Eunita Mfeka Signature

For and on Behalf of the Employer's Agent. Date

T2.2-03: Evaluation Schedule: Programme

The *Consultant* details the programme for evaluation and attaches it to this schedule. In addition, the *Consultant* is to provide an electronic copy of the programme in Primavera or Microsoft Project. (NB: Transnet system only accepts PDF documents, so document **MUST** all be in PDF)

The *Consultant's* attention is drawn to core clause 31 of the NEC3 Engineering and Construction contract regarding the items to be shown on a programme.

The *Consultant* shall provide the proposed programme detailed to minimum of level 4, showing as a minimum the following: **Ability to provide the services:**

Ability to provide the services in terms of the *Employer's* requirements 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 Works clearly indicating the capacity & capability to achieve the dates stated in the Contract Data.

Provision of Dates:

The *Consultant* clearly indicates in the schedule all key milestones, activities & information related to the following –

- Float,
- Time Risk Allowances,
- Health and safety requirements,
- Procedures set out in this contract,
- Work by the *Employer* and Others,
- Access to a part of the site if later than its *access date*,
- Acceptances,
- Plant & Materials and other things to be provided by the employer,
- Information by Others,
- *Starting date*, *access dates*, Key Dates and Completion Date
- Planned Completion for each Key Date for each option and the complete works

Resourcing & Equipment:

The *Consultant indicates* for each operation, a statement of how the *Consultant* plans to do the work identifying the principal Equipment and other resources which he plans to use.

The Programme to indicate the following Columns as a minimum Requirement:

Activity Name	Duration	Start Date	Finish Date	Predecessor	Successor	Float	Calendar	Resources	cashflow
---------------	----------	------------	-------------	-------------	-----------	-------	----------	-----------	----------

The *Consultant's* programme shows the following levels:

- Level 1 Master Schedule – defines the major operations and interfaces between engineering design, procurement, fabrication and assembly of Plant and Materials, transportation, construction, testing and pre-commissioning, commissioning and Completion.
- Level 2 Project Schedule – summary schedules ‘rolled up’ from Level 3 Project Schedule described below
- Level 3 Project Schedule – detailed schedules generated to demonstrate all operations identified on the programme from the starting date to Completion.
- Level 4 Project Schedule – detailed discipline speciality level developed and maintained by the Consultant relating to all operations identified on the programme representing the daily activities by each discipline.

The table below provides the allocation of points:

	Evaluation Criteria	Weighting
1	Starting date and completion date are stated, total overall duration the programme does not exceed 8 months.	3
2	Activities to be logically tied link using critical path method (CPM). Show the Critical path, Predecessors and Successors Column	6
3	All activities as per level 4	6
4	The TNPA activities calendar on the schedule should represent the actual work week/month used. E.g., weekends, public holidays are marked as non-working days from start to finish date	3
5	All activity durations can be measured in days, Weeks, and Months. (Show the duration Column)	6
6	The Bidder is required to produce at minimum a program that is compatible with MS Project or Primavera (Software) in PDF.	6
	TOTAL	30

The scoring of the Programme will be as follows:

No.	Score 0	Score 40	Score 70	Score 90	Score 100
1	No Response or Starting date and completion date not shown	Starting date and completion date with total overall duration is more than 8 months	Starting date and completion date with total overall duration is 8 months	Starting date and completion date with total overall duration is less than 8 months; but greater and/or equal to 7 months	Starting date and completion date with total overall duration is less than 7 months
2	No response or programme does not link activities using CPM	All Activities on Critical Path partially linked using CPM and open ends in Predecessors or Successors/ and open ends in Predecessors and Successors (Show the Critical path, Predecessors and Successors Column or Gantt Chart)	All Activities properly linked using CPM and no open ends in between Predecessors and Successors (Show the Critical path, Predecessors and Successors Column or Gantt Chart)	All Activities properly linked using CPM and no open ends in between Predecessors and Successors (Show the Critical path, Predecessors and Successors Column or Gantt Chart) No Manual Mode activities	All Activities properly linked using CPM and no open ends in between Predecessors and Successors (Show the Critical path, Predecessors and Successors Column or Gantt Chart) No Manual Mode activities

					Mode activities and No linking on WBS
3	No response or partially complete or schedule submission is not level 4 or 3 or 2 (i.e., Level 1)	The schedule is detailed (level 3 or Level 2)	The schedule is complete and detailed (level 4)	The schedule is complete and detailed Level 4 and Key Milestones	The schedule is complete and detailed Level 4, Key Milestones and Basis of schedule
4	No response or activities calendar date not submitted	The TNPA activities calendar on the schedule should represent the actual Weekends or Public holidays are marked as working days / Weekends are marked as working days from start to finish date	The TNPA activities calendar on the schedule should represent the actual Weekends, public holidays are marked as non-working days from start to finish date	The TNPA activities calendar on the schedule should represent the actual Weekends, public holidays, and builders break are marked as non-working days from start to finish date	The TNPA activities calendar on the schedule should represent the actual Weekends, public holidays, and builders' breaks are marked as non-working days and Time Risk Allowance (TRA) from start to finish date

5	<p>No response and Activities duration not Show the duration Column</p>	<p>All Activities durations to be realistic are broken down into Month or Weeks / Months and Weeks (Show the duration Column)</p>	<p>All activities durations to be realistic are broken down into Months, Weeks, and days (Show the duration Column)</p>	<p>All activities durations to be realistic are broken down into Weeks and days (Show the duration Column)</p>	<p>All activities durations to be realistic are broken down into days (Show the duration Column)</p>
6	<p>No response and program not submitted with Microsoft Project nor Primavera P6 nor Excel</p>	<p>Submitted not minimum program that is compatible with Microsoft Project nor Primavera P6 or Programme submitted in Excel</p>	<p>Submitted minimum a program that is compatible with Microsoft project or Primavera P6</p>	<p>Submitted minimum a program that is compatible with Microsoft project or Primavera P6 including resource loading (Show the resource Column or Gantt Chart)</p>	<p>Submitted minimum a program that is compatible with Microsoft project or Primavera P6 including resource loading and cashflow forecast (Show the resource and cost Column or Gantt Chart)</p>



Attached submissions to this schedule:

.....

.....

.....

.....

.....

T2.2-04: Evaluation Schedule: Approach Paper

The *Consultant* must submit an Approach Paper which responds to the Scope of Work and outlines the proposed approach and methodology.

The Approach Paper is to clearly state how the *Consultant* intends to achieve the *Employer's* stated project objectives and demonstrate alignment with the proposed key personnel and organizational structure.

The *Consultant* must, as such, explain his / her understanding of the *works* objectives of 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.

Alignment of Approach Paper and Project Programme:

The Approach Paper must align with and be accompanied by a programme indicating the Start and Completion Dates, Key Dates, milestones, and resource activities. The programme must also specify the timeframes for reviewing and submitting revised or updated information to meet the project deliverables. Detailed programme requirements are listed in **T2.2-03**.

The Approach Paper must also include the processes, procedures, and resources to be applied in delivering the Works, and is to indicate how project risks will be identified, managed, and mitigated.

The table below provides the allocation of points:

No.	Evaluation Criteria	Weighting
1	Surveys	5
2	Shoreline erosion evaluation	4
3	Beach Replenishment Optimization Strategy	5
4	Sand Retention Structures	5
5	Alternative Coastal Protection Structures	4
6	Concepts Designs, and Feasibility Assessment	6
7	Numerical Modelling	4
8	Environmental and Socio-Economic Approach	2
	TOTAL	35

The scoring of the Approach paper will be as follows:

No.	Score 0	Score 40	Score 70	Score 90	Score 100
1	No survey methodology provided or inappropriate approach	Limited details, unclear methods and/ equipment	Includes detailed approaches to be adopted for both topographic and bathymetric surveys and appropriate equipment	Meets 70 criteria and includes quality assurance or quality control (QA/QC) procedure's, surveys links to modelling and design	Meets 90 criteria and includes survey deliverables, coordination with modelling/design, and programme/duration
2	No evaluation method provided	Describes erosion qualitatively without methodology	Includes historical shoreline analysis and data sources (e.g., aerial imagery, surveys)	Meets 70 criteria and includes sediment transport / sediment budget approach	Meets 90 criteria and includes quantification of erosion rates, drivers (waves, currents), and climate change considerations
3	No strategy proposed	Generic mention of nourishment, no optimization strategy for TNPA current beach nourishment scheme	Sound technical approach addressing sediment volumes, placement and timing	Meets 70 criteria and includes volume estimation approach and sediment compatibility criteria	Meets 90 criteria and includes optimisation method (cost/longevity trade-off) and maintenance strategy



4	No information provided	Mentions structures listed with minimal assessment	Appropriate identification and assessment of feasible sand retention structures	Meets 70 criteria and includes design parameters (length, spacing, orientation principles)	Meets 90 criteria and includes performance criteria and interaction with sediment transport
5	No alternatives considered	Narrow or inappropriate alternatives considered	Provides a detailed technical approach for identifying and assessing alternative coastal protection structures and provides ≥3 feasible alternatives	Meets 70 criteria and includes comparison criteria (cost, risk, constructability, performance)	Meets 90 criteria and includes selection methodology and justification framework
6	No concept design and feasibility discussed	Unclear or poorly structured approach	Provides concept layouts/sketch descriptions and basic feasibility logic. Includes how Multi	Meets 70 criteria and includes cost estimate methodology and risk identification	Meets 90 criteria and includes quantified cost ranges, implementation approach, and decision criteria



			criteria analysis (MCA) will be conducted		
7	Not addressed or no information provided	Inadequate or unsuitable software/approach/parametres	Identifies model types (wave, hydrodynamic, sediment transport) and software packages to be used.	Meets 70 criteria and includes model inputs and boundary conditions	Meets 90 criteria and includes calibration/validation approach, scenarios, and link to design outputs
8	Not addressed or no information provided	Generic mention of impacts.	Identifies environmental and social factors	Meets 70 criteria and includes assessment methodology and stakeholder identification	Meets 90 criteria and includes mitigation measures, regulatory alignment, and impact evaluation criteria



Attached submissions to this schedule:

.....

.....

.....

.....

.....

T2.2-05: Evaluation Schedule: Company Previous Experience

Note to *Consultants*:

Consultants are required to demonstrate their overall experience in performing **at least three (3)** similar *works* over the last **fifteen (15) years**, and to this end shall supply a sufficiently detailed reference list in Table 2, with contact details of their clients and demonstrate their relevant experience with regards to the relevant *works* as detailed in the *Works Information*.

1. Relevant *works* must be Port and Coastal engineering related projects including projects including concept, prefeasibility and detailed design of port and coastal infrastructure.

The *Consultant* must submit a list of similar projects on Table 2 below:

Table 2: Completed Projects

Project Description	Previous Client	Previous client contact details

To substantiate the list, the *Consultant* is to submit a completion certificate/reference letter signed by the previous client confirming the work performed with a clear indication of client’s impression of the work performed. The **Completion Certificates / Reference Letters** to substantiate experience indicated showing:

1. Project description
2. Previous Customer name and contact details
3. Previous Clients’ official letterhead and company stamp; if signed, date of signature should be included

NOTE: Purchase orders or award letters will not be accepted

The table below will be used as guidelines for scoring / evaluating the experience of the *Consultant*.

Table 3: Previous Experience

Criteria	Weight	Score 0	Score 40	Score 70	Score 90	Score 100
<p>Number of Similar Projects with Completion certificates / Reference letters:</p> <p>Company's track record of conducting and completing Port and Coastal infrastructure projects over the past 15 years with Completion Certificates/Reference letters.</p> <p>At least three (3) relevant projects must be provided</p>	35	No Submission or track record consists of unrelated projects or less than two (2) projects	The <i>Consultant</i> has a track record of Port and Coastal infrastructure projects consisting of concept, prefeasibility and detailed designs - Two (2) projects submitted	The <i>Consultant</i> has a track record of Port and Coastal infrastructure projects consisting of concept, prefeasibility and detailed designs - Three (3) projects submitted	The <i>Consultant</i> has a track record of Port and Coastal infrastructure projects consisting of concept, prefeasibility and detailed designs – Four (4) projects submitted	The <i>Consultant</i> has a track record of Port and Coastal infrastructure projects consisting of concept, prefeasibility and detailed designs – Five (5) or more projects submitted
Total	35					

T2.2-06: Authority to submit a Tender

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

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

A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors

B. Certificate for Partnership

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

Name	Address	Signature	Date

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

C. Certificate for Joint Venture

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

This authorisation is evidenced by the attached power of attorney signed by legally 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

T2.2-07: 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		



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

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

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

Name of Company/Members of Joint Venture:

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

T2.2-10: 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 must be furnished.

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

Section 1: Name of enterprise: _____

Section 2: VAT registration number, if any: _____

Section 3: CIDB registration number, if any: _____

Section 4: CSD number: _____

Section 5: Particulars of sole proprietors and partners in partnerships

Name	Identity number	Personal income tax number

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

Section 6: Particulars of companies and close corporations

Company registration number _____

Close corporation number _____

Tax reference number: _____

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

Section 8: The attached SBD 6.1 must be completed for each tender and be attached as a requirement.

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

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

Signed	_____	Date	_____
Name	_____	Position	_____
Enterprise name	_____		

SBD 6.1

PREFERENCE POINTS CLAIM FORM

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

1. GENERAL CONDITIONS

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

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

1.2 The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 or 90/10 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

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	POINTS
PRICE	80	90
• B-BBEE Status Level of Contributor 1 or 2	10.00	5.00
• EME or QSE 51% Black Owned Entities	10.00	5.00
Total points for Price and B-BBEE must not exceed	100	100

1.5 Failure on the part of a bidder to submit proof of evidence required for any of the specific goals together with the bid will be interpreted to mean that preference points for that specific goal are not claimed.

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

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where:

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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

4. EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS

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

Specific Goals	Acceptable Evidence
B-BBEE Status Level of contributor 1 or 2	<ul style="list-style-type: none"> B-BBEE Certificate / Sworn - Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines
EME or QSE 51% Black Owned	<ul style="list-style-type: none"> B-BBEE Certificate / Affidavit (in case of JV, a consolidated scorecard will be accept) as per DTIC guidelines

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

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

EME¹	Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard
------------------------	---

- 4.3 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.
- 4.4 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 4.5 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME/QSE 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/QSE 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 Specific goals: = (maximum of 20 or 10 points)

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

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

- exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
- (f) forward the matter for criminal prosecution.

WITNESSES 1. 2.

..... SIGNATURE(S) OF BIDDERS(S) DATE:
--

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest² in the enterprise, employed by the state?

YES/NO

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:
.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?
YES/NO

2.3.1 If so, furnish particulars:
.....
.....

3 DECLARATION

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

- 3.1 I have read, and I understand the contents of this disclosure.
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect.
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

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

- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

.....
Signature	Date
.....
Position	Name of bidder



T2.2-11 NON-DISCLOSURE AGREEMENT

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

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

TRANSNET SOC LTD

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

and

.....
.....

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

.....
.....

WHEREAS

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

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

- 1.1 **Agents** mean directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;



- 1.2 **Bid or Bid Document** (hereinafter Tender) means Transnet's Request for Information [RFI] Request for Proposal [RFP] or Request for Quotation [RFQ], as the case may be;
- 1.3 **Confidential Information** means any information or other data relating to one party [the **Disclosing Party**] and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Bid to the other party [the **Receiving Party**] or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:
- 1.3.1 is publicly available at the time of its disclosure or becomes publicly available [other than as a result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this Agreement]; or
- 1.3.2 was lawfully in the possession of the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] free of any restriction as to its use or disclosure prior to its being so disclosed; or
- 1.3.3 following such disclosure, becomes available to the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] from a source other than the Disclosing Party or its Agents, which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information;
- 1.4 **Group** means any subsidiary, any holding company and any subsidiary of any holding company of either party; and
- 1.5 **Information** means all information in whatever form including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, know-how, trade secrets and business affairs whether in writing, conveyed orally or by machine-readable medium.



2. CONFIDENTIAL INFORMATION

- 2.1 All Confidential Information given by one party to this Agreement [the **Disclosing Party**] to the other party [the **Receiving Party**] will be treated by the Receiving Party as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose [whether in writing or orally or in any other manner] Confidential Information to any other person other than in accordance with the terms of this Agreement.
- 2.2 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Tender or for the subsequent performance of any contract between the parties in relation to the Tender.
- 2.3 Notwithstanding clause 2.1 above, the Receiving Party may disclose Confidential Information:
- 2.3.1 to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 above, provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or
- 2.3.2 to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.4 below.
- 2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.3.2 above, it shall promptly notify the Disclosing Party and cooperate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.



- 2.5 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps [including the institution of legal proceedings] as shall be necessary to remedy [if capable of remedy] the default and/or to prevent further unauthorised copying, disclosure or use.
- 2.6 All Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights, including intellectual property rights over the Confidential Information whatsoever, beyond those contained in this Agreement.

3. RECORDS AND RETURN OF INFORMATION

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

4. ANNOUNCEMENTS

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



5. DURATION

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

6. PRINCIPAL

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

7. ADEQUACY OF DAMAGES

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

8. PRIVACY AND DATA PROTECTION

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

9. GENERAL

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



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

Signed	Date
.....
Name	Position
.....
Tenderer	
.....	

T2.2-12: 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:

Indicate nature of relationship with Transnet:



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

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

6. We accept that any dispute pertaining to this tender will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to respondents" below).
7. We further accept that Transnet reserves the right to reverse a tender award or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.
8. We have acquainted ourselves and agree with the content of **T2.2-15** "Service Provider Integrity Pact".

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

IMPORTANT NOTICE TO TENDERERS

- Transnet established the SCM Complaints and Allegations Office to investigate any material complaint in respect of any tenders regardless of the value. Should a Respondent have any material concern regarding a tender process, a complaint may be lodged with Transnet SCM Complaints and Allegations Office for further investigation.
- It is incumbent on the Respondent to familiarise himself/herself with the Terms of Reference for the Transnet SCM Complaints and Allegations Office, details of which are available for review at Transnet's website www.transnet.net.
- An official complaint form which will be shared upon receipt of a complaint should be completed and submitted, together with any supporting documentation, to groupscmcomplaints@transnet.net
- All Respondents should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a bidder on its List of Excluded Bidders.

T2.2-13: Request for Proposal – Breach of Law

NAME OF COMPANY:

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

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

NATURE OF BREACH:

DATE OF BREACH:

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

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDER

T2.2-14 Certificate of Acquaintance with Tender Documents

NAME OF TENDERING ENTITY:

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

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

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDERER

T2.2-15: Service Provider Integrity Pact

Important Note: All potential tenderers must read this document and certify in the RFP Declaration Form that they 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 the undertakings contained in this Integrity Pact, should they want to be registered as a Transnet vendor.

1 OBJECTIVES

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

2 COMMITMENTS OF TRANSNET

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

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

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

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

3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

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

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

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

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

- Principle 9: encourage the development and diffusion of environmentally friendly technologies.

d) Anti-Corruption

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

4 INDEPENDENT TENDERING

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

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

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

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

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

4.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Goods or Services to which his/her tender relates.

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

5 DISQUALIFICATION FROM TENDERING PROCESS

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

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

6 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

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

6.7 Grounds for blacklisting include: If any person/Enterprise which has submitted a Tender, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Tender or contract:

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

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

6.9 Companies associated with the person/s guilty of misconduct (i.e. entities owned, controlled or managed by such persons), any companies subsequently formed by the person(s) guilty of the misconduct and/or an existing company where such person(s) acquires a controlling stake may be considered for

blacklisting. The decision to extend the blacklist to associated companies will be at the sole discretion of Transnet.

7 PREVIOUS TRANSGRESSIONS

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

8 SANCTIONS FOR VIOLATIONS

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

9 CONFLICTS OF INTEREST

- 9.1 A conflict of interest includes, inter alia, a situation in which:
- a) A Transnet employee has a personal financial interest in a tendering / supplying entity; and
 - b) A Transnet employee has private interests or personal considerations or has an affiliation or a relationship which affects, or may affect, or may be perceived to

affect his / her judgment in action in the best interest of Transnet, or could affect the employee's motivations for acting in a particular manner, or which could result in, or be perceived as favouritism or nepotism.

- 9.2 A Transnet employee uses his / her position, or privileges or information obtained while acting in the capacity as an employee for:
- a) Private gain or advancement; or
 - b) The expectation of private gain, or advancement, or any other advantage accruing to the employee must be declared in a prescribed form.

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

- 9.3 If a Tenderer/Service Provider/Contractor has or becomes aware of a conflict of interest i.e. a family, business and / or social relationship between its owner(s)/ member(s)/director(s)/partner(s)/shareholder(s) and a Transnet employee/ member of Transnet's Board of Directors in respect of a Tender which will be considered for the Tender process, the Tenderer/Service Provider/ Contractor:
- a) must disclose the interest and its general nature, in the Request for Proposal ("RFX") declaration form; or
 - b) must notify Transnet immediately in writing once the circumstances has arisen.

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

10 DISPUTE RESOLUTION

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

- a) **Vexatious proceedings:** these are frivolous proceedings which have been instituted without proper grounds;
- b) **Perjury:** where a Tenderer / Service Provider / Contractor make a false statement either in giving evidence or on an affidavit;

- c) **Scurrilous allegations:** where a Tenderer / Service Provider / Contractor makes allegations regarding a senior Transnet employee which are without proper foundation, scandalous, abusive or defamatory; and
- d) **Abuse of court process:** when a Tenderer / Service Provider / Contractor abuses the court process in order to gain a competitive advantage during a Tender process.

11 GENERAL

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

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

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

Signature

Date

T2.2-16: Supplier Code of Conduct

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

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

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

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

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

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

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

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

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

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

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

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

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



Conflicts of Interest

A conflict of interest arises when personal interests or activities influence (or appear to influence) the ability to act in the best interests of Transnet SOC Limited.

- Doing business with family members.
- Having a financial interest in another company in our industry

Where possible, contracts will be negotiated to include the above in the terms of such contracts. To the extent such terms are not included in contractual obligations and any of the above code is breached, then Transnet reserves its right to review doing business with these suppliers.

I, _____ of _____
(insert name of Director or as per Authority Resolution from Board of Directors) *(insert name of Company)*

hereby acknowledge having read, understood and agree to the terms and conditions set out in the "Transnet Supplier Code of Conduct."

Signed this on day _____ at

Signature

T2.2-17: 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 a 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).

T2.2-18: 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

T2.2-19: Agreement in terms of Protection of Personal Information Act, 4 of 2013 (“POPIA”)

1. PREAMBLE AND INTRODUCTION

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

2. PROTECTION OF PERSONAL INFORMATION

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

only for the purposes as detailed in this Agreement and in accordance with any applicable law.

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

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

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

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

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

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

3. SOLE AGREEMENT

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

Signed at _____ on this _____ day of _____ 2026

Name: _____

Title: _____

Signature: _____

..... **(Pty) Ltd**
 (Operator)

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

AS WITNESSES:

1. Name: _____ Signature:

2. Name: _____ Signature:

T2.2-20: 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)			

1 April 2026

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 2026 to 31 March 2027 (Both days inclusive) DIVISION: Transnet Freight Rail, Transnet Engineering, Transnet Properties, Transnet Pipelines, Transnet National Ports Authority, Transnet Port Terminals and Transnet Rail Infrastructure Manager
THE INSURED'S VAT NO:	4720103177 THE INSURED'S
COMPANY REGISTRATION NO:	1990/000900/30
POSTAL ADDRESS (Head Office):	96 Rissik Street, Braamfontein, Johannesburg, PO Box 72501, Parkview 2122

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(s)	Santam, Consort and Hollard Insurance
Lead Insurer's 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.
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 76cm.

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

24 Months

Main Policy Extensions

- Costs & Expenses - Limited to a 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.

Main Policy Exclusions

- 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
- 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 10% of the total estimated contract value in the aggregate.
- 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 oxidisation.
- 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

- Beneficial Occupation–12 months
- Risk Mitigation–Safety Measures with Respect to Precipitation, Flood and Inundation–10 years return period

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

0 to R100,000,000

R100,000,001 to R250,000,000

R250,000,001 to R500,000,000

R500,000,001 to R1,000,000,000

Minimum wet risk deductible

Electrical Cables, Wiring and Accessories

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

Major perils

R25,000

R50,000

R100,000

R150,000

R100,000 per occurrence to apply

10% of claim minimum R100,000

Minor perils

R15,000

R15,000

R25,000

R25,000

Contracts with a contract value

0 to R500,000,000

R500,000,001 to R1,000,000,000

Deductible

R1,000,000 per occurrence

R1,500,000 per occurrence

PUBLIC LIABILITY

Cover Provided

Insurer

Policy Number

Territorial Limits

Insured Contracts

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.

Santam

6000/132335

The Republic of South Africa.

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 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

General Policy Exclusions

Accidental Pollution and/or Goods on the Hook and/or R150,000 in respect of Developers Removal of Support.

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

- a) 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.
- b) 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
Policy Number
Jurisdiction
Insured Contracts

Santam
6000/132337
Worldwide excluding North America

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 (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.

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.

Policy Main Exclusions

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.

- Excludes all consequential loss other than cost of re-design, rectification and replacement because 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.

Maksure Place, Waterfall Point
Cnr Waterfall & Woodmead Drive
Waterfall City, 2090
Johannesburg South Africa
Tel +27 11 805 0086
Fax 086 762 7356
Email info@maksure.co.za
Web www.maksure.co.za



- 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 non-compensating 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.

Langa Sigodi

A stylized, handwritten signature in black ink, consisting of a long horizontal line that curves upwards and loops back to the left, ending in a small flourish.

Account Executive: Corporate and Global Markets



T2.2-21: Three (3) years of audited financial statements

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

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

.....

.....

.....

.....

.....

.....

.....

.....

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:

DETAILED PRE-FEASIBILITY ENGINEERING STUDY FOR COASTAL PROTECTION STRUCTURES AT ALKANTSTRAND AND NORTHERN BEACHES OF RICHARDS BAY.

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
tenderer:**

Name &
signature of
witness

Date

Acceptance

By signing this part of this Form of Offer and Acceptance, the *Employer* identified below accepts the tenderer's Offer. In consideration thereof, the *Employer* shall pay the *Consultant* the amount due in accordance with the *conditions of the 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 the 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

No.	Subject	Details
1
2
3

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



	Address	Registered address: Transnet Corporate Centre 96 Rissik Street Braamfontein Johannesburg 2017						
	Having elected its Contractual Address for the purposes of this contract as:	Transnet National Ports Authority 1st Floor Bayvue Centre Ventura Road Port of Richards Bay, 3900						
11.2(9)	The <i>services</i> are	For the Detailed Pre-Feasibility Engineering Study for Coastal Protection Structures at Alkantstrand and Northern Beaches of Richards Bay						
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	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 60%;">access to</th> <th style="width: 30%;"><i>access date</i></th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>The whole of the site</td> <td style="text-align: center;">14 August 2026</td> </tr> </tbody> </table>		access to	<i>access date</i>	1	The whole of the site	14 August 2026
	access to	<i>access date</i>						
1	The whole of the site	14 August 2026						
3	Time							
31.2	The <i>starting date</i> is	31 July 2026						
11.2(3)	The <i>completion date</i> for the whole of the <i>services</i> is	26 March 2027						
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	4 (four) weeks.	
4	Quality		
40.2	The quality policy statement and quality plan are provided within	2 (two) weeks of the Contract Date.	
41.1	The <i>defects date</i> is	52 weeks after Completion of the whole of the <i>services</i>.	
5	Payment		
50.1	The <i>assessment interval</i> is on the	25th day of each successive month.	
50.3	The <i>expenses</i> stated by the <i>Employer</i> are	Item	Amount
		Economy air fares	Charged at proven costs strictly on limits as set out in National Treasury Instructions as amended from time to time.
		Car hire not exceeding group B	Charged at proven costs strictly on limits as set out in National Treasury Instructions as amended from time to time.
		Accommodation	Charged at proven costs strictly on limits as set out in National Treasury Instructions as amended from time to time.
51.1	The period within which payments are made is	Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.	
51.2	The <i>currency of this contract</i> is the	South African Rand (ZAR).	
51.5	The <i>interest rate</i> is	The prime lending rate of the Rand Merchant Bank	



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



death of or bodily injury to employees of the *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. 0 Weeks

Motor Vehicle Liability Insurance

Comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity for an amount of not less than R 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	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.
9	Termination	See Additional Conditions of Contract Clause Z2
10	Data for the main Option clause	
A	Priced contract with activity schedule	
21.3	The <i>Consultant</i> prepares forecasts of the total of the <i>expenses</i> at intervals of no longer than	4 (four) weeks.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is	Both parties will agree to an <i>Adjudicator</i> as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the Chairman of the Association of Arbitrators (Southern Africa) will appoint an <i>Adjudicator</i>.
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Association of Arbitrators (Southern Africa)
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	The latest addition of the South African Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)
	The place where arbitration is to be held is	Durban, KwaZulu-Natal, South Africa



The person or organisation who will choose an arbitrator

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

The Chairman of the Association of Arbitrators (Southern Africa)

12 Data for secondary Option clauses

X2 Changes in the law

X2.1 The *law of the project* is **The Law of the Republic of South Africa subject to the jurisdiction of the Courts of South Africa**

X7 Delay damages

X7.1 Delay damages for the late Completion of the whole of the *services* are **R 1500.00 per day**

X9 Transfer of rights

The *Employer* owns the *Consultant's* rights over any of the material whatsoever prepared for the Services of this Contract by the *Consultant*. The *Consultant* provides, on request by the *Employer's Agent*, all documentation in whatever form as required (native's, PDFs, CDs, etc) and all other material items which transfer these rights to the *Employer*.

X10 The *Employer's Agent*

X10.1 The *Employer's Agent* is

Name: **TBA**

Address

The authority of the *Employer's Agent* is **Fully empowered to act on behalf of the *Employer* for the services covered by the contract.**

X13 Performance bond

X13.1 The Performance bond percentage is **7.5%**
7.5% of total of the process

X18 Limitation of liability

X18.1 The *Consultant's* liability to the *Employer* for indirect or consequential loss is limited to: **Nil**



X18.3 The *end of liability date* is **2 (Two) years after Completion of the whole of the *services*.**

Z1 Obligations in respect of Joint Venture Agreements

Z1.1

Insert the additional core clause 21.5

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

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

- A brief description of the Contract and the deliverables;
- The name, physical address, communications addresses, and domicilium citandiet executandi of each of the constituents and of the Joint Venture;
- The constituents' interests;
- A schedule of the insurance policies, sureties, indemnities, and guarantees which must be taken out by the Joint Venture and by the individual constituents;
- Details of an internal dispute resolution procedure;
- Written confirmation by all of the constituents:
 - i. of their joint and several liability to the *Employer* to provide the *services*;
 - ii. proof of separate bank account/s in the name of the joint venture;
 - iii. identification of the leader in the joint venture, confirming the authority of the leader to bind the joint venture through the *Consultant's* representative;
 - iv. Identification of the roles and responsibilities of the constituents to provide the *services*.



- Financial requirements for the Joint Venture:

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

Z1.2

Insert additional core clause 21.6

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

Z2 Additional obligations in respect of Termination

Z2.1

The following will be included under core clause 90.1:

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

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

- commenced business rescue proceedings
 - repudiated this Contract
-

Z2.2

Clause 90.5 is added as an additional clause

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



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

Z3.1

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

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



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



Z4.3	The contract award is made without prejudice to any rights the <i>Employer</i> may have to take appropriate action later with regard to:	Blacklisting by any State Entity on the National Treasury database.
Z5	Protection of Personal Information Act	
Z5.1		The <i>Employer</i> and the <i>Consultant</i> are required to process information obtained for the duration of the Contract in a manner that is aligned with the Protection of Personal Information Act.
Z6	Time	
Z6.1		<i>Clause 33.2. is added as an additional clause.</i> 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.
Z7	Compensation Events	
Z7.1		Clause 61.4: The first bullet point is amended to read as follows: arises from the fault, error, negligence or default of the <i>Consultant</i>.



Z8	Limitation of liability
Z8.1	<p>Add to core clause 82.1 and X18</p> <p>For the avoidance of doubt the parties expressly agree that the total liability of the <i>Consultant</i> to the <i>Employer</i> applies jointly and severally across all organisations comprising of the <i>Consultant</i>.</p>
Z9	Additional clauses relating to cession of rights
Z9.1	The <i>Consultant</i> shall not cede any rights under this contract without the approval of the <i>Employer</i>.
Z9.2	The <i>Employer</i> may on written notice to the <i>Consultant</i>, cede and assign its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the <i>Employer</i>.
Z10	Additional clauses relating to interpretation of the law
Z10.1	Add to core clause 12.3 Any extension, concession, waiver or relaxation of any action by the Parties, the <i>Employers' Agent</i> or <i>Adjudicator</i> does not constitute a waiver of rights and does not give rise to an Estoppel or Lien, unless the Parties agree otherwise and confirm such an agreement in writing.
Z11	<i>Employer's Step in rights</i>
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 *Consultant*.

Z11.2

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

Z12 The First assessment interval

Z12.1

In the event the *Consultant* is not loaded on the *Employer's* base, the *Employer's Agent's* first assessment of the amount due will be done once the *Consultant* has been successfully loaded as a vendor on the *Employer's* 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*"



**Z13 Additional clauses relating to
Joint Venture****Z13.1****Insert the additional core clause 27.5**

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

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

- **A brief description of the Contract and the Deliverables;**
- **The name, physical address, communications addresses and domicilium citandi et executandi of each of the constituents and of the Joint Venture;**
- **The constituent's interests;**
- **A schedule of the insurance policies, sureties, indemnities and guarantees which must be taken out by the Joint Venture and by the individual constituents;**
- **Details of an internal dispute resolution procedure;**
- **Written confirmation by all of the constituents:**
 - i. **of their joint and several liabilities to the *Employer* to Provide the Works;**
 - ii. **identification of the lead partner in the joint venture confirming the authority of the lead partner to bind the joint venture through the *Contractor's* representative;**



iii. **Identification of the roles and responsibilities of the constituents to provide the Works.**

• **Financial requirements for the Joint Venture:**

iv. **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;**

v. **the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.**

Insert additional core clause 27.6

Z13.2

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



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 the 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.		CV's (and further <i>key persons</i> data including CVs) are appended to Tender Schedule entitled.....



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

11.2(13) The *staff rates* are: **name/designation** **rate**

31.1 The programme identified in the Contract Data is

50.3 The *expenses* stated by the *Consultant* **item** **amount**
are

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
96 Rissik Street
Braamfontein
Johannesburg
2017

Date:

Dear Sirs,

Performance Bond for Contract No. TNPA/2026/03/0469/2692/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 at _____ on this _____ day of _____ 202_

Signature(s) _____

Name(s) (printed) _____

Position in the 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	3
C2.2	Activity Schedule	6

C2.1 Pricing instructions: Option A

1.1 The *conditions of contract*

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

Clause 11 in NEC3 Professional Services Contract (PSC), June 2005 (with amendments June 2006 and April 2013) Option A states:

Identified and defined terms 11 (14) The Activity Schedule is the *activity schedule* unless later changed in accordance with this contract.
11.2

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

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

1.3 Measurement and Payment

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

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

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

-
- 1.3.4 The *Consultant's* detailed activity schedule must summate back to the activity schedule provided by the *Employer* and is in sufficient detail to monitor completion of activities related to the Accepted Programme in order that payment of completed activities may be assessed.
- 1.3.5 The Prices are obtained from the activity schedule. The Prices includes for all direct and indirect costs, overheads, profits, oncosts, risks, liabilities, obligations, etc. relative to the contract.

C2.2 Activity Schedule

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

Item	Activity Description	Unit	Qty	Amount (R)
A1.	PART A: BEACH NOURISHMENT			
	<i>The Consultant shall produce pre-feasibility reports, drawings, schedules, cost estimates, constructability sequencing, risks, and assumptions associated with the long-term sustainability of the Alkantstrand and Central Beaches, considering beach replenishment</i>			
A1.1	Data Analysis & Historical Assessment Prepare a report detailing the review of historical coastal studies to be provided by TNPA, sediment transport dynamics, and areas of erosion and accretion along the study site	Sum	1	
A1.2	Site Assessment and Field Investigations Prepare a Report on site survey data and updated beach surveys, including topographic and bathymetric surveys	Sum	1	
A1.3	Modelling Setup and Calibration Prepare a technical report on the setup and calibration of wave action and sediment transport models using historical data to be provided by TNPA. The report should include numerical modelling, recommendations for monitoring, maintenance, and adaptive management.	Sum	1	

Item	Activity Description	Unit	Qty	Amount (R)
A1.4	Replenishment Program Develop a comprehensive document outlining and assessing the feasibility of TNPA’s existing program, analysis into multiple discharge points, sand retention techniques, grain size analysis, alternate dredge material sites, replenishment strategy outlining the optimum frequency and duration of sand placement, and indicative schedules and intervention intensity.	Sum	1	
A1.5	MAINTENANCE PLAN			
A1.5.1	Long-Term Maintenance Plan Develop a maintenance plan detailing the long-term strategy for maintaining the foreshore replenishment program and sand retention structures, including estimated intervals and cost implications.	Sum	1	
	SUB TOTAL OF PART A			
B1	PART B: COASTAL PROTECTION STRUCTURES			
B1.1	Identification and Evaluation of Coastal Protection Structures Provide a technical note report identifying alternate sand bypass and coastal protection structures, considering existing sediment transport dynamics, ability to protect the shoreline, constructability, sustainability, and resilience	Sum	1	

Item	Activity Description	Unit	Qty	Amount (R)
B1.2	Sand Retention Structures			
	Conceptual Design of Sand Retention Structures			
B1.2.1	Develop concept designs for sand retention structures, including considerations for a fixed HDPE pipeline, strategic locations for maximizing sediment capture, and shoreline stabilization.	Sum	1	
	Feasibility Assessment			
B1.2.2	Provide a high-level feasibility report on sand retention structures, including cost estimates, expected performance, and potential environmental and navigational impacts. This must integrate the beach nourishment program.	Sum	1	
B1.3	Alternate Coastal Protection Structures			
	Concept Design			
B1.3.1	Develop a set of concept designs for identified coastal structures alternate to sand retention.	Sum	1	
	Feasibility Assessment			
B1.3.2	Compile a high-level feasibility report on coastal protection structures, including cost estimates, expected performance, and potential environmental and navigational impacts.	Sum	1	

Item	Activity Description	Unit	Qty	Amount (R)
B1.4	Modelling and Comparative Assessment			
B1.4.1	<p>Scenario Analysis</p> <p>Compile a detailed scenario analysis report showing the effectiveness of proposed replenishment and retention measures in reducing wave impacts and enhancing shoreline stability, with a clear presentation of modelling results to support option evaluation.</p>	Sum	1	
SUB TOTAL OF PART B				

Item	Activity Description	Unit	Qty	Amount (R)
C1	PART C: GENERAL PROJECT DELIVERABLES			
	<i>The Consultant shall produce all relevant general outcomes, including but not limited to surveys, modelling, drawings, and other necessary outcomes essential to deliver the prescribed scope of works. The consultant is required to use its discretion and ONLY price items that are deemed necessary to conduct the study and deliver the intended outcomes.</i>			
C1.1	<p>Multi-Criteria Analysis</p> <p>Develop a detailed multi-criteria analysis (MCA) report that evaluates and compares all proposed solutions from Parts A and B of this prefeasibility study and recommends a single wholistic solution to proceed into the detailed design phase</p>	Sum	1	

C1.2	Environmental Assessment and Permitting Compile the Environmental Screening Report and identify additional possible triggers for all recommended options. The report shall include detailed information on each applicable study and the subsequent timeline to conduct that study.	Sum	1	
C1.3	Topographic survey	Sum	1	
C1.4	Bathymetric survey	Sum	1	
C1.5	Technical drawings in both editable and native formats	Sum	1	
C1.6	Other Specialist Studies the <i>Consultant</i> deems necessary	Sum	1	
C1.7	All contract management meetings	Sum	1	
C1.8	Workshops	Sum	1	
C1.9	Disbursements (Flights, car hire, and accommodation rates in accordance with the Transnet Policy)	Sum	1	
C1.10	SHE File	Sum	1	
SUB TOTAL OF PART C				

PRICING SCHEDULE SUMMARY

ITEM DESCRIPTION	AMOUNT (R)
SUB TOTAL OF PART A	
SUB TOTAL OF PART B	
SUB TOTAL OF PART C	
TOTAL CARRIED FORWARD TO FORM OFFER (EXCLUDING VAT)	
VAT (15%)	
TOTAL (INCLUDING VAT)	

PART C3: THE SCOPE OF SERVICES

Document reference	Title	No of page
C3.1	This cover page	1
	The Scope	35
Total number of pages		36

C3.1: The Scope

1 PROJECT OVERVIEW	4
2 BACKGROUND AND PURPOSE	4
2.1 TNPA Beach Nourishment Strategy	6
a) Status Quo	6
b) HDPE Pipeline	7
2.2 Site Location.....	8
2.3 Objectives.....	9
3 SCOPE OF WORK	9
3.1 PART A – Beach Nourishment.....	9
3.1.1 Data Analysis & Historical Assessment.....	10
3.1.2 Site Assessment and Field Investigations	10
3.1.3. Coastal Process Analysis.....	10
3.1.4 Optimize Replenishment Program.....	11
3.1.5 Maintenance Plan	11
3.2 PART B - Coastal Protection Structures	12
3.2.1 Identification and Evaluation of Coastal Protection Alternatives.....	12
3.2.2 Sand Retention Structures	12
3.2.3 Integration with Beach Nourishment Program	13
3.2.4 Alternative Coastal Protection Structures	13
3.2.5 Morphological Modelling and Comparative Assessment.....	14

3.3 Part C: Final Prefeasibility Report Requirements and General Deliverables 14

4	MANAGEMENT AND START UP.....	16
5	DOCUMENTATION CONTROL.....	18
6	SAFETY RISK MANAGEMENT	23
7	QUALITY ASSURANCE REQUIREMENTS.....	25
8	<i>CONSULTANTS</i> MANAGEMENT, SUPERVISION, AND KEY PEOPLE.....	28
9	PROGRAMMING CONSTRAINTS	30
10	PROCUREMENT.....	33

C3.1. The Scope

1 Project Overview

Alkantstrand Beach, located north of Richards Bay (28° 48' 00" South, 32° 06' 00" East), lies adjacent to the entrance channel of the Port of Richards Bay on the east coast of KwaZulu-Natal, South Africa. The coastline along Alkantstrand is experiencing shoreline erosion, driven by a combination of natural coastal processes and anthropogenic influences.

This prefeasibility study seeks to optimize the existing sand bypass scheme, while evaluating and formulating a hybrid solution that integrates continued beach nourishment with the implementation of engineered sand retention or coastal protection structures. The objective is to mitigate shoreline erosion and ensure a resilient coastline capable of protecting critical infrastructure, enhancing beach usability, and maintaining compliance with environmental and regulatory requirements.

2 Background and Purpose

The operation of the Port of Richards Bay is facilitated by two rubble mound breakwater structures (North and South) constructed to create calm inner harbour conditions, ensuring the safe docking of vessels. The main breakwater (Southern Breakwater), approximately 1 km in length, protects the harbour from predominant waves originating from the north-westerly direction.

However, the strategic position of the Southern Breakwater has disrupted the natural longshore sediment transport near the harbour, leading to erosion and sedimentation issues in Richards Bay. Additionally, the position of the North Breakwater further influences the natural longshore sediment transport in the region. Figure 1 provides a detailed view of Alkanstrand Beach, the adjacent lagoon, and the breakwaters at the Port entrance channel. The image further indicates erosion challenges being experienced.



Figure 1: Alkantstrand Beach and adjacent structures

The primary challenge remains the continued erosion of the shoreline along the Alkantstrand and Northern Beaches within the TNPA Port limits, which threatens the stability of nearby structures, including the TNPA Port Control building, which is currently under construction. Severe coastal conditions hinder reclamation efforts as much of the replenished sand is washed away shortly after placement along the coastline.

The progressive reduction in beach width is evident from historical aerial imagery, with the current width reduced to approximately 20 metres. As a result, the beach can be classified as sand starved. It features a predominantly straight shoreline, with the only significant interruption to longshore sediment transport occurring at the harbour entrance. Figure 2 illustrates shoreline changes from 2011-2022. Notably, conditions have shown slight improvement in 2024 and 2025, primarily attributed to annual reclamation efforts and placement of sandbags.



Figure 2: Receding beach width (2011-2022)

A detailed sediment modelling analysis conducted by Wells (2015) clearly demonstrated shoreline erosion and predicted continued erosion in the coming years. The study also simulated a beach nourishment system, comparing the beach's response to various nourishment schemes.

2.1 TNPA Beach Nourishment Strategy

To mitigate the erosion of the beach shoreline on the northern side of the harbour, TNPA has developed and short and medium-term initiatives.

a) Status Quo

TNPA in conjunction with the City of Umhlatuze (CoU) have implemented a beach replenishment program. This initiative involves dredging clean sand from the sand trap (located south of the main breakwater) and pumping it onto Alkanstrand Beach (north of the harbour) to compensate for the sand volumes that are no longer deposited naturally through the longshore sedimentation process.

This mitigation strategy has, however, failed to produce significant benefits due to actual dredged volumes falling short of the targeted amounts for consecutive years. The Port also employs temporary measures to provide immediate protection to critical beach infrastructure, such as the lifeguard house, which was previously at serious risk of collapse. In November 2024, rocks were transported from the South Dunes precinct and placed at the base of geosandbags along the shoreline.

The performance of the dredger tasked with maintaining the sand trap at the Port of Richards Bay is influenced by both natural and man-made factors. Natural factors include adverse

weather conditions, which force dredging operations to cease when wind speeds and swells exceed the Port's operational limits. Man-made factors include the dredger's lay-up periods for repairs and maintenance, unexpected breakdowns, and changes in the TNPA's deployment plans.

The Port of Richards Bay has signed a Memorandum of Agreement (MOA) with the City of uMhlathuze. Under this agreement, TNPA is legally obligated to pump a minimum of 950,000 m³ of sand annually onto Alkanstrand Beach to combat shoreline erosion. This required volume was determined by a study conducted by the Council for Scientific and Industrial Research (CSIR), which found that the average net longshore transport rate in the Richards Bay area is approximately 800,000 m³/year, with even higher rates for the northern beaches (Theron, 2008).

b) HDPE Pipeline

TNPA is in the process of extending the existing high-density polyethylene (HDPE) discharge pipeline along the length of Alkantstrand Beach in Richards Bay. The extension will commence from the current discharge outlet point as indicated in Figure 3.

The upgraded system will include a flexible hose at the discharge end, allowing for the redirection of dredged material to targeted locations along the Northern Beaches. This extension is intended to support the current dredging activities by improving the distribution and placement of dredged material as the current discharge point is 400m away from the North Breakwater.



Figure 3: Proposed HDPE Extension

2.2 Site Location

The proposed study site extends 1500 m north of the northern breakwater, encompassing Alkantstrand Beach and the Northern Beaches. The areas fall within the TNPA boundary. The bathymetry extent will be 700 m. The length of the shoreline is indicated in Figure 4.



Figure 4: Proposed Study Site

2.3 Objectives

The primary objective of the Port of Richards Bay in commissioning the pre-feasibility study is to develop technically sound and economically viable options for mitigating shoreline erosion and allowing for the accretion of sediment along the receded shoreline.

From an engineering perspective, the *Employer* seeks to address the continuation of beach erosion both in the short, medium and long-term. The pre-feasibility study aims to:

1. Assess the current coastal dynamics and erosion patterns at Alkantstrand Beach and Northern Beaches
2. Assess the existing nourishment strategy: Evaluate effectiveness and provide methods of optimization and sustainability of past nourishment practices.
3. Propose sustainable solutions to minimize erosion along the shoreline and allow for sand accretion in starved areas.

3 Scope of Work

The *Consultant* shall conduct a pre-feasibility study for the erosion mitigation and coastal protection project involving a series of engineering tasks aimed at identifying sustainable and cost-effective interventions. The following three (3) tasks are required to comprehensively assess the existing conditions and propose viable solutions:

The detailed scope of works required for this pre-feasibility study is categorized into three (3) main domains and comprises the following:

- Part A: Beach Nourishment
- Part B: Coastal Protection Structures
- Part C: Final Prefeasibility Report, Recommendations, and General Deliverables

3.1 PART A – Beach Nourishment

The appointed *Consultant* shall undertake the following activities under Part A – Beach Nourishment.

3.1.1 Data Analysis & Historical Assessment

- a) Review historical data on coastal erosion, sediment transport, and wave action in the Alkantstrand and Northern Beaches within the study boundary. Studies are to include those relating to climate change impacts in the region.
- b) Identify areas of erosion, accumulation, and sediment transport dynamics in the study area.
- c) Assess historical shoreline retreat trends using available satellite imagery, aerial photos, and survey records.

3.1.2 Site Assessment and Field Investigations

- a) Conduct physical site surveys to document current shoreline conditions, erosion hotspots, and coastal infrastructure.
- b) Conduct updated surveys of the beach, nearshore zone, and adjacent coastal structures to establish current conditions and digital elevation models (DEM).
- c) Conduct topographic and bathymetric surveys.

3.1.3. Coastal Process Analysis

- a) Conduct numerical modelling to analyze sediment transport dynamics and wave action in the study area. The model shall incorporate historical datasets—provided by TNPA—on wave patterns, storm events, and sediment movement to enhance the accuracy and reliability of the results. The calibrated model developed under this task will serve as the foundation for evaluating intervention alternatives in Part B of the study.

b) Model Outputs

The model outputs shall include, but are not limited to, the following:

- Prediction of shoreline erosion and accretion trends
- Assessment of wave impact and storm surge effects
- Analysis of longshore and cross-shore sediment transport
- Evaluation of sand bypassing and nourishment scenarios

- Assessment of the potential impacts of climate change on coastal processes

3.1.4 Optimize Replenishment Program

- a) Evaluate the existing TNPA sediment dredging and discharge programme and develop recommendations to enhance the efficiency and rate of beach nourishment. This shall include an assessment of the current and planned TNPA Dredging Services fleet to determine the required vessels and equipment to support improved operations.
- b) Investigate the potential for multiple discharge points to distribute dredged material more evenly along the foreshore. Recommend short- to medium-term interventions to improve delivery, including consideration of TNPA's current initiative to extend the HDPE pipeline and implement mobile hose discharge for both Alkantstrand and Northern Beaches.
- c) Assess the grain size of dredged material and its compatibility with native beach sediment to reduce erosion susceptibility and improve stability. Recommend the most suitable particle size range to reduce post-placement losses and enhance sediment stability along the profile.
- d) Propose engineering measures (e.g., containment or shaping) to reduce post-placement dispersion and improve retention.
- e) Develop an optimized sand nourishment scheme that addresses both current (pre-structure) and future (post-structure) shoreline configurations, aligned with the long-term coastal protection strategy developed under this study.

Frequency and Durations

- a) Utilize numerical modelling results to determine the optimal frequency and duration of foreshore replenishment activities required to maintain shoreline stability over time
- b) Provide technical guidance on the intensity of replenishment interventions and establish indicative timelines for achieving target shoreline conditions.

3.1.5 Maintenance Plan

- a) Develop a maintenance strategy for the optimized replenishment program

3.2 PART B - Coastal Protection Structures

As part of the overall prefeasibility study to address the erosion at the Alkantstrand and Northern Beaches, the appointed *Consultant* shall undertake a detailed assessment to determine the most feasible long-term intervention involving the construction of fixed coastal protection structures. The study shall be supported by appropriate numerical and analytical modelling to assess intervention effectiveness.

3.2.1 Identification and Evaluation of Coastal Protection Alternatives

- a) Identify and assess a range of feasible erosion protection measures to complement existing and proposed sand bypass and nourishment initiatives. These measures should include sand retention structures and coastal protection structure alternatives.
- b) Consider each alternative in terms of:
 - Compatibility with existing sediment transport dynamics
 - Ability to enhance shoreline stability and protect infrastructure
 - Constructability, sustainability, and resilience under future sea-level rise scenarios.

3.2.2 Sand Retention Structures

- a) Conceptual Design
 - Develop conceptual-level designs for cost-effective sand retention structures.
 - The designs should include consideration of a hybrid approach for the use of a fixed HDPE pipeline to provide a consistent and controlled delivery method for sand replenishment, reducing reliance on mobile discharge systems and enhancing operational efficiency.
 - Identify strategic locations along the study site where sand retention structures would maximize sediment capture efficiency and shoreline stabilization.
- b) Feasibility Assessment:
 - Conduct a high-level feasibility analysis of the proposed sand retention structures
 - Include preliminary cost estimates, constructability considerations, and expected performance.

- Evaluate potential impacts on longshore sediment transport and local ecological systems.

3.2.3 Integration with Beach Nourishment Program

The *Consultant* shall assess how sand retention structures (developed under **Task 3.2.2**) would integrate with the optimized nourishment strategy established in Task A. The integration must explore how structural elements and discharge infrastructure work in tandem to improve long-term sediment retention and shoreline stability.

- a) Evaluate performance enhancements in sediment retention and shoreline stabilization when sand retention structures are used in combination with the nourishment program.
- b) Assess constructability, implementation phasing, and operational alignment with TNPA's dredging and discharge strategies (e.g., HDPE pipeline and mobile placement).
- c) Provide technical input to scenario-based morphological modelling (**Task 3.2.5**) to simulate combined intervention performance.

3.2.4 Alternative Coastal Protection Structures

- a) Conceptual Design
 - Develop conceptual-level designs for alternative fixed coastal protection structures (e.g., revetments, hybrid systems).
 - Designs should consider local construction conditions, material availability, sea-level rise, and long-term maintenance implications.
- b) Feasibility Assessment
 - Perform a high-level feasibility analysis of these alternative structures
 - Provide preliminary cost estimates and assess their likely performance in erosion mitigation.
 - Evaluate potential impacts on longshore sediment transport and local ecological systems.

3.2.5 Morphological Modelling and Comparative Assessment

a) Scenario Analysis:

The numerical model developed under **Task 3.1.3** shall be used to simulate the coastal response to a range of intervention scenarios. These shall include:

- Sand retention structures
- Alternative coastal protection structures
- Combined (hybrid) interventions incorporating nourishment and either sand retention or fixed structures

The modelling outputs shall be used to support final option selection and preliminary design of selected option.

3.3 Part C: Final Prefeasibility Report Requirements and General Deliverables

The *Consultant* is required to compile a final pre-feasibility study report and produce final deliverables which entails the following key outcomes:

- a) Collate and compile all surveys, simulations, and modelling to undertake the scope of works for Parts A and B and submit these design inputs as part of final deliverables.
- b) Conduct multi-criteria analysis (MCA) on the proposed options to determine a preferred option. The *Consultant* is to define criteria in consultation with the *Employer*, however, the following should be included:
- **Development Cost:** Estimate the capital expenditure required for each solution, including construction and any associated infrastructure upgrades.
 - **Maintenance Requirements:** Provide a forecast of the long-term maintenance regime and associated costs to keep the structure operational over its lifespan.
 - **Constructability:** Evaluate the feasibility of constructing each proposed solution, considering site access, local construction capabilities, and potential logistical challenges.
 - **Sustainability:** Evaluate the potential environmental and social impacts of the proposed project as far as each solution is concerned, both positive and negative impacts. This should include rising sea levels, increased storm frequency, and long-

term coastal dynamics. Undertake preliminary environmental design criteria in order to promote sustainability and minimise environmental impacts.

- **Effectiveness:** Measure the effectiveness of each solution against the core objective of mitigating shoreline erosion.
- c) Based on outcomes of the feasibility assessments and the Multi-Criteria Analysis (MCA), provide clear recommendations to address the problem statement. The most feasible long-term from hybrid or coastal protection shall be selected.
- d) Include a high-level implementation plan with estimated timelines, risks, as well as potential capital and operational funding requirements.
- e) Conduct environmental screening for the proposed solution as an outcome of Part A and B and develop an environmental and regulatory compliance roadmap. Identify likely impacts and outline any authorizations, permits and licences requirements that may be required (e.g., EIA, WULA etc). This must be done by an individual registered with the Environmental Assessment Practitioners Association of South Africa (EAPASA) as a Registered Environmental Assessment Practitioner (EAP).
- f) Stakeholder Engagement
- Engage with relevant stakeholders, particularly the City of UMhlatuze, including transportation authorities, environmental regulators, and local communities, to gather input and ensure alignment on proposed solutions.
 - Incorporate feedback from these stakeholders into the development of final recommendations.
- g) Develop a comprehensive pre-feasibility report summarizing the findings from the study, alternative solution assessments, and the multi-criteria analysis.
- h) Provide all technical drawings for the outcomes of Part A, B, and C in both editable and native formats.

General level of details

It is anticipated, at a minimum, the following deliverables and level of detail will be provided:

- a) Engineering design detail to a minimum of 30-40% of the final design, sufficient to identify major constraints, risks, and technical solutions.

- b) Provide a project-specific risk assessment register including qualitative and quantitative elements.
- c) All reports should be signed off by the relevant professionally registered person
- d) All different specialists are required to provide all maps and data in GIS format –or as a geodatabase file.

4 Management and Start Up

4.1 Project Meetings

Project meeting shall be convened and chaired by the Employer, or his delegated representative, as follows:

Title and purpose	Approximate time & interval	Location	Attendance by:
Project kick-off	Once-off	Port of Richards Bay	<i>Employer, TNPA Project Team, Consultant Employer, Engineering Manager, Project Team (including discipline leads)</i>
Contract Progress	Monthly	Port of Richards Bay / Microsoft Teams	<i>Employer, TNPA Project Team, Consultant Employer, Engineering Manager, Project Team (including discipline leads)</i>

Project Progress and Technical Alignment Sessions	Bi-weekly	Microsoft Teams	<i>Employer, Project Consultant Engineering Project (including leads)</i> TNPA Team, <i>Employer, Manager, Team discipline</i>
Stakeholder Engagement Meetings	TBC	TNPA Richards Bay or CoU offices	<i>Employer and Appropriate persons</i> any key
Site Meetings	As and when required	Port of Richards Bay	TBC
Report Reviews	TBC	Port of Richards Bay/Microsoft Teams	<i>Employer, Project Consultant Engineering Project (including leads)</i> TNPA Team, <i>Employer, Manager, Team discipline</i>

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

4.2 Management meeting

Meetings of a specialist nature may be arranged as specified elsewhere in this scope, or if not so specified by persons and at times and locations (Port of Richards Bay or virtual) to suit the *Parties*, the nature, and the progress of the works. Records of these meetings shall be submitted to the *Employer* by the person arranging the meeting within five (5) days of the meeting.

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

The *Consultant* shall attend management meetings at the *Employer's* request as set out above. All meetings shall be held in either Richards Bay virtually, depending on the applicability. At these meetings, the *Consultant* shall present all relevant data, including safety, health, and environmental issues, progress reports, quality plans, and *sub-Consultant* management reports, as may be required.

5 Documentation Control

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

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

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

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

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

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

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

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

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

Should any change be made to documentation or data, that has already been submitted to the Project, then new or revised documentation or data shall be issued to replace the outdated information.

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

The *Consultant* shall be responsible for the supply of all Sub-*Consultant*/*Consultant*/Manufacturer, etc. documentation and data related to their package of work and shall ensure that these Sub-*Consultants* 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.

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

Procedure for Submission and Acceptance of *Consultant's* Documentation

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

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

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

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

The *Consultant* shall allow the *Employer* 2 weeks unless otherwise stated and agreed, to review and respond to the *Consultant's* submission of their documentation, i.e. from time of receipt of the hardcopy to the document control office to the time of despatch. The *Consultant* does not proceed with the relevant work until the *Employer* has accepted his design.

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

Any re-submittals, which have not included the changes/comments identified will be returned to the *Consultant* to be corrected. The *Consultant* shall re-issue the revised documentation incorporating all comments and other specified details not included in the previous issue within 2 working days of receipt of the marked-up document.

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

As-Built Drawings, Operating Manuals and Data Packs

Where necessary, the *Consultant* provides the following:

- Red Line Drawings
- All as-built red line drawings must be signed off by the *Consultant's* responsible person before issue to *Employer* for acceptance.
- Installation, Maintenance and Operating Manuals and Data Books

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

Drawings and charts larger than A4 are folded, and those greater than A3 are enclosed in an A4 plastic pocket of adequate strength. The manuals are well indexed and user friendly, and must include a summarized Table of Contents.

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

The originals of all brochures shall be issued to the *Employer*. When a general brochure is applicable to a range of equipment, then the specific item, catalogue number or model number shall be stated, which is best achieved by introducing a separate index page, which cross-references the specific item to a tag number.

The address, phone numbers, fax numbers, and reference numbers of all Sub-*Consultants* are provided.

Where manuals include drawings that still need to be revised to "As-Built" status, and such manuals are required prior to 'As-Built' status, the manual will not be considered to be in its final form until the "As-Built" version of each such drawing has been incorporated.

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

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

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

- (i) Project Name
- (ii) Manual Title, e.g., Installation, Maintenance and Operating Manual
- (iii) BS No. and Title
- (iv) Manual Numbering (e.g., Volume 1 of 2, etc.)
- (v) Contract Number
- (vi) *Consultant* Name

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

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

6 Safety Risk Management

The *Consultant* as well as all appointed Specialists shall comply with relevant Transnet *Consultant* Health and Safety Guidelines and shall ensure compliance with the Occupational Health and Safety Act, no. 85 of 1993 and Applicable Regulations. Compliance with applicable Health and Safety Requirements shall be entirely at the *Consultant's* cost. All costs that are not explicitly stated shall be deemed to have been allowed for in the rates and prices.

The *Consultant*, his employees, as well as any other sub-consultants or Specialists appointed, shall have valid medicals (where relevant) and safety inductions prior to accessing or working in construction areas. Proof of these induction records shall be submitted to the *Employer* for perusal.

All personnel working on site should have attended the health and safety induction course and be in possession of a security access permit obtainable from the TNPA Port of Richards Bay Security Department to access the various sites. The inductions will be conducted at a time and location arranged by TNPA.

The following personal protective equipment, but not limited to, shall be worn to minimise the risks and health hazards at the site whilst providing the Services:

- Hard Hats
- Safety Glasses/Goggles
- Safety Boots
- Reflective vest

The *Consultant* shall liaise with the *Employer* and the *Employer's* Safety representative(s) upon contract award for more Health and Safety requirements related to water-based (marine) and land-based services (assessments).

The *Consultant* shall, complies amongst others, within the following:

- (i) The Compensation for Occupational Injuries and Diseases Act, no.130 of 1993. The *Consultant* shall produce proof of his/her registration and good standing with the Compensation Commissioner in terms of the Act and submit it with his/her tender.

- (ii) Act 85 of 1993, Occupational Health and Safety Act, and its regulations as well as SAMSA Act and regulations.
- (iii) The Provisional Ordinances and Local Authority, by-laws and all relevant regulations framed there under.
- (iv) Any specific site, environmental and operational conditions.
- (v) For the duration of the contract a monthly report will be submitted of all incidents and accidents to be reported.

Environmental constraints and management

The *Consultant* must conduct his functions in accordance with the principles of the National Environmental Management Act, 1998 (Act No. 107 of 1998) but not limited to other applicable regulations as well as acceptable good environmental practices. In addition, the *Consultant* is expected to comply with all applicable Municipal bylaws for the respective areas assigned to.

The *Consultant* shall, at all times, comply with all relevant statutes relating to various aspects of Environmental Management and Sustainability. These statutes are enacted in the following legislation as well as associated regulations and shall provide the minimum acceptable standards that shall be adhered to:

- National Environmental Management Act, 107/1998
- National Environmental Management: Biodiversity Act 10 of 2004
- National Environmental Management: Protected Areas Act 57 of 2003
- Conservation of Agricultural Resources Act 43 of 1983
- National Environmental Management: Waste Management Act 59 of 2008
- National Environmental Management: Air Quality Act 37 of 2005
- National Environmental Management: Integrated Coastal Management Act 24 of 2008
- The National Water Act, 36 of 1998
- The National Forest Act 84 of 1998
- National Heritage Resources Act 25 of 1999
- National Energy Act 34 of 2008 and
- UMhlatuze local Municipality Municipal bylaws

As part of the contract, the *Consultant* shall appoint a responsible person to ensure that no incident shall occur on site that could cause pollution. Where the *Consultant* was negligent and caused any form of pollution, the damage shall be rectified at the *Consultant's* cost.

7 Quality Assurance requirements

7.1 General Quality Requirements

The *Consultants* shall execute all work in accordance with prevailing industry norms and standards relating to quality.

The *Consultant* shall ensure that all his sub-contractors also conform to the requirements contained in this document.

7.2 Quality Management System

The *Consultant* shall have, maintain, and demonstrate its use to the *Employer* the documented Quality Management System to be used in the performance of the works.

7.3 Submission of documents

The *Consultant* submits his Quality Management System documents to the *Employer* as part of his tender to include details of:

- Project Quality Plan for the contract; (Engineering Design Project Quality Plan)
- Quality Policy
- Index of Procedures to be used; and
- A schedule of internal and external audits to be performed during the contract period.

7.4 Register of documents

The *Consultants* develops and maintains a comprehensive register of documents that will be generated throughout the contract, including all quality-related documents as part of its Engineering Design Project Quality Plan. The *Employer* indicates those documents required to be submitted for information, review, or acceptance, and the consultant indicates such requirements within his register of documents. The register shall indicate the dates of issue

of the documents with the *Employer* responding to documents submitted by the consultant for review or acceptance within the period for reply prior to such documents being used by the *Consultant* and its Subconsultants.

7.5 Project Quality Plan (Engineering design Project Quality Plan)

The Project Quality Plan (PQP) means the *Consultants'* statement, which outlines strategy, methodology, resources allocation, Quality Assurance, and Quality Control co-ordination activities to ensure that the works meet the standards stated in the Works Information. The PQP shall address the following:

- Satisfying the technical and quality requirements of the *Consultant's* Scope of Work.
- Include all quality activities relevant to the Scope of Work, identifying all procedures, reviews, audits, controls and records used to control and verify compliance with the specified Contractual requirements.
- Include a listing of all special processes (e.g. non-destructive testing, laboratory testing, Geotechnical, Surveys and exploration etc.) envisaged for use, including confirmation of personnel certification as required.
- Include all proposed method statements (for site-based work activities) including the subcontractor's work.
- Include a description of the *Consultant's* project organisation, with key positions and responsibilities identified and individuals named. The organisation structure shall also indicate the resources committed to the management/coordination of QA / QC activities and document management.

Include a listing of all Quality Control Plans (QCP's), and associated Field Inspection Checklists (FIC's), as applicable.

- Identify in the Project Quality Plan any Subconsultant work. *Subconsultant* plans shall be approved by the *Consultant*, and a copy forwarded to the *Employer* for acceptance.
- Include the proposed Authorized Inspection Authority (where applicable).
- Include a schedule of proposed quality records. (Reports, and other required evidence of the completed work as per the scope of work deliverables.)

The PQP shall be controlled and re-submitted for approval when required to incorporate any change necessary during the Contract duration, The change management will be done to an agreed policy or procedure.

No work may be undertaken by the *Consultant* until the Project Quality Plan has been accepted by the *Employer*.

7.6 Quality Control Plans (QCP)

The *Consultant* shall prepare and submit QCP's to the *Employer* for review in accordance with the requirements of the Contract and PQP.

QCP's shall identify all inspection, test and verification requirements to meet the Contractual obligations, specifications, drawings and related details including destructive and non-destructive testing, witness and hold points.

The *Consultant* shall not commence fabrication or manufacture prior to review and approval of the applicable QCP by the *Employer*.

QCP's shall include reference to all tests specified in the relevant specifications and contract document.

A standard template for a QCP is available on request to the *Employer*. The *Consultant* may use his own format providing all information shown in standard template is included.

7.7 Inspection Notification

The *Consultant* shall notify the *Employer* in writing at least one calendar day prior to the advent of inspections or tests that require witnessing. All notifications shall be made using the Project Standard Request Form. No verbal inspection notifications will be entertained.

Inspection notifications shall include the following essential information:

- Contract Number
- QCP reference and Activity number
- Location of Inspection or Test
- Nature of Inspection or Test
- Date and Time of Inspection or Test

- Name and telephone number of the *Consultants's* Representative.

7.8 Inspection and Testing

The *Consultants* is responsible for the conduct of all *Consultant*/subcontractors inspections and tests, and includes:

- Documenting inspection and tests result in the QCP's and relevant FIC's
- Progressively inspecting the quality of the Scope of Work performed, including that of all Sub-*Consultants*
- Inspecting activities to meet all Contractual requirements, in number, type and form
- Inspecting day-to-day activities, material receipts, issue of material for installation, in-process inspections, and final inspections.
- Compilation of Data Packs (DP) containing all relevant quality documentation.
- Completed original QCP's and FIC's shall be submitted to the *Employer* in the Data Pack.

At completion of the Scope of Work, either in total or in phases, the *Employer* may issue an Inspection Release Report (IRR) or a waiver of inspection.

The inspection release or waiver of inspection of works/documents does not relieve the consultant (and subcontractors) of his obligations under the Contract. The *Consultant* shall ensure a copy of the release note and final expediting release note for transport, where appropriate, is attached to the delivery docket and accompanies the Work to the designated destination indicated in the Contract. A copy of the inspection release or waiver of inspection shall be included in the DP.

8 *Consultant's* management, supervision, and key people

The *Consultant* shall provide an organogram showing their key people and their lines of authority and communication.

The following key personnel shall form part of the project's prequalification criteria.

No.	Key personnel	Registration requirement
1	Engineering Manager	<p>Registration with the Engineering Council of South Africa (ECSA) or an international equivalent body as a Professional Engineer (Pr Eng) or Professional Engineering Technologist (Pr Tech Eng).</p> <p>The minimum qualification requirement is a BSc/BEng/BTech degree in Civil Engineering with at least 5 years of experience post professional registration.</p>
2	Lead Engineer (Marine/Coastal)	<p>Registration with the Engineering Council of South Africa (ECSA) or an international equivalent body as a Professional Engineer (Pr Eng).</p> <p>The minimum qualification requirement is a master's degree in Port and Coastal Engineering (NQF 9) with experience in the design of Port and Coastal infrastructure for at least 5 years post professional registration.</p>
3	Civil Engineer or Civil Technician	<p>The Consultant must propose an Engineer who holds, at a minimum, a BSc/BEng Degree in Civil Engineering with experience in engineering similar type Port and Coastal projects for at least 5 years.</p>

8.1 Qualifications and demonstrated experience of the key staff

Comprehensive CVs shall be submitted. As a minimum, each CV should address the following, but not limited to;

- a) Personal particulars
- b) Qualifications (degrees, grades of membership of professional societies)

- c) Professional registrations (all these certificates are to be attached)
- d) Skills
- e) Name of current employer and position
- f) Overview of post-graduate experience (year, organization, position, and responsibilities)
- g) Outline of recent assignments / detailed experience that has a bearing on the scope of works

9 Programming constraints

9.1 The *Consultant* uses Primavera (Primavera P6 is a minimum requirement) or Microsoft projects for his programme submissions.

9.2 The *Consultant* shall, in accordance with Clause 31.1, submit an initial Programme for the works. The Programme must include, as a minimum, all items listed in Clause 31.2

9.3 In accordance with Clause 31.3, the *Consultant* shall submit a programme for the assessment acceptance of the *Employer* within 2 weeks.

9.4 The *Consultant* is required to submit a Revised Programme under the conditions specified in Clause 32.1 and 32.2, including but not limited to:

- The actual progress achieved on each operation and its effect on the remainder of the works
- The impact of implemented Compensation Events and Early Warnings
- The *Consultant's* proposals for dealing with any delays or notified Defects
- Any other modifications the *Consultant* intends to make to the Accepted Programme

9.5 Additionally, the programme must be in the form of a bar chart or any other time-activity form acceptable to the *Employer* and must clearly show:

- The proposed rate of progress to complete the Works within the required period as tendered, showing the various activities, their durations and proposed re-sourcing levels (major plant and labour) for each element of the Works.
- The sequence of activities and any dependencies (time or resource related) between them.
- The critical path activities.
- Key dates/information, etc. in respect of work to be carried out or to be provided by others.
- The anticipated value of work to be done during each month i.e. monthly cash flows.
- The *Consultant* shows on each revised programme he submits to the *Employer* a resource histogram showing planned versus actual progress, deviations from the accepted Programme and any other remedial actions proposed by the *Consultant*.
- The *Consultant* must submit programme report information to the *Employer* at mutually agreed intervals in addition to the intervals for submission of revised programmes.
- Other information specifically required by the *Employer*.

9.6 The *Consultant's* monthly programme narrative report includes:

- Level 3 Project Schedule – showing two separate bars for each task i.e. the primary bar must reflect the current forecast dates and the secondary bar the latest Accepted Programme.
- 2-week Look-ahead Schedule - showing two separate bars for each task i.e., the primary bar must reflect the current forecast dates and the secondary bar the latest Accepted Programme.
- S-curves – reflecting the actual percentage complete versus the planned percentage for the overall contract.
- Detailed progress report
- Details of activities running late, indicating what steps have been or must be taken to ensure that the work is completed within the specified time.
- A report on all labour, plant, and materials on site where applicable.

NB: The *Consultant's* performance must be strictly monitored on the provided and mutually agreed and accepted programme.

9.7 Acceptance of the programme merely constitutes an acknowledgement by the *Employer* that the Accepted Programme represents a contractually compliant, realistic, and achievable depiction of the *Consultant's* intended sequence and timing of construction of the works.

9.8 Acceptance of the programme does not relieve the *Consultant* of his duties in the terms of the contract obligations.

9.9 Acceptance of the programme merely constitutes an acknowledgement by the *Employer* that the Accepted Programme represents a contractually compliant, realistic and

9.10 Acceptance of the programme does not relieve the *Consultant* of his duties in the terms of the contract obligations.

9.11 Acceptance does not turn the *Consultant's* programme into a contract document or mandate that the works should be constructed exactly as set out in the Accepted Programme.

9.12 Acceptance does not turn the *Consultant's* programme into a contract document or mandate that the works should be constructed exactly as set out in the Accepted Programme.

9.13 The *Consultant* must submit to the *Employer*, at least 5 working days or as required by *Employer*, days before the site meeting, copies of the following:

- The contract programme with progress charts and programme graphs updated to reflect the planned versus actual progress to date.
- The *Consultant* shall update the program and supply the progress reports to show actual and expected progress compared to the latest agreed Accepted Program. Progress information may be verified by the *Employer* at any stage.
- A summary of progress on site over the month preceding the site meeting. The report must be in the form of a detailed narrative to the contract programme.

- Details of activities running late, indicating what steps have been or must be taken to ensure that the work is completed within the specified time.
- Critical action items (Top 10).
- A report on all labour, plant, and materials on site.

10 Procurement

10.1 Code of Conduct

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

- The Transnet Procurement Procedures Manual (PPM);
- Section 217 of the Constitution - the five pillars of Public PSCM (Procurement and Supply Chain Management): fair, equitable, transparent, competitive, and cost-effective;
- The Public Finance Management Act (PFMA);
- The Broad-Based Black Economic Empowerment Act (B-BBEE); and
- The Anti-Corruption Act.
- This code of conduct has been included in this contract to formally apprise Transnet *Consultants* of Transnet's expectations regarding the behaviour and conduct of its suppliers.

10.2 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 organisation. As such, our transformation is focused on adopting a performance culture and to adopt behaviours that will enable this transformation.

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

Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with and payments to our suppliers.

Employees must not accept or request money or anything of value, directly or indirectly, to:

- Illegally influence their judgement or conduct or to ensure the desired outcome of a sourcing activity;
- Win or retain business or to influence any act or decision of any decision stakeholders involved in sourcing decisions; or
- Gain an improper advantage.

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

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

- *Consultants* are expected to comply with all applicable laws and regulations regarding fair competition and antitrust.

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

Generally, *Consultants* 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.

Consultants 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 straightforward manner.

Consultants must record and report facts accurately, honestly, and objectively. Financial records must be accurate in all material respects.

10.3 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. This includes:

- Doing business with family members
- Having a financial interest in another company in our industry

10.4 The *Consultant's* Invoices

When the *Employer's* agent certifies payment (see PSC Clause 51.1) following an assessment date, the *Consultant* complies with the *Employer's* procedure for invoice submission.

The invoice must correspond to the *Employer's* assessment of the amount due to the *Consultant* as stated in the payment certificate.

The invoice states the following:

- Invoice addressed to Transnet SOC Ltd;
- Transnet SOC Limited's VAT No: 4720103177;
- Invoice number;
- The *Consultant's* VAT Number; and
- The Contract number

10.5 Sub Consulting

10.5.1 Preferred sub consultants

There are no preferred sub-consultants

10.5.2 Subcontract documentation and assessment of subcontract tenders

The use of subcontracts contract from the NEC suite of contracts is compulsory.

It is not necessary for subcontracts to be awarded on the basis of competitive tendering.

The *Consultant* submits the proposed conditions of contract for each subcontract to the *Employer* for acceptance.

10.5.3 Appointment of Subcontractors

The *Consultant* submits the names of each proposed subcontractor to the *Employer* for acceptance in accordance with PSC clause 24.2. The *Consultant* shall not deviate from an approved Subcontractors list without prior approval of the *Employer*.

The *Consultant* shall not appoint or bring Sub-consultants onto the Site without the prior approval of the *Employer*, and all Sub-consultants will be required to conform to the requirements as set out herein as if they were employees of the *Consultant*.

10.5.4 Main Option for Subcontract

The *Consultant* requires a Subcontract, where an NEC contract is used, to state the same main option as this contract between the *Consultant* and the *Employer* for all elements of the Scope.

10.5.5 Limitations on subcontracting

Not more than 10% of the total contract value will be subcontracted.

**PART C4: SITE INFORMATION**

Document reference	Title	No of page
C4	This cover page	1
	Site Information	3
Total number of pages		4



C4 Site Information

1. Description of the Site and its surroundings

1.1. General description

The Site is located Richards Bay approximately 160 km north-east of Durban and 465 km south of Maputo, on the eastern seaboard of South Africa. The Alkantstrand beach coordinates are $28^{\circ} 48' 00''$ South and $32^{\circ} 06' 00''$ East.

The Port is situated on the north-eastern coast of KwaZulu Natal (KZN) and falls within the City of uMhlatuze (CoU) Local Municipality and King Cetshwayo District Municipality (KCDM). The GPS location of the Port's entrance is $28^{\circ}48'36.32''S$, $32^{\circ} 5'42.00''E$. The detailed coordinates of the Port boundary has been included in Annexure A.

Figure 1 shows the site area of Alkantstrand and Northern Beaches. It shows the area of interest that extends 1.5 kilometers north of the harbour entrance and 700m seaward. The direction of the coastline is 45° relative to north and average grain size is $D_{50} = 350 \mu m$.



Figure 1: Study Site - Alkantstrand and Northern Beaches - Richards Bay, KZN

The site is accessible via the John Ross Parkway (R34) from Empangeni. To reach the TNPA North Breakwater and the adjacent Alkantstrand and Northern Beaches, proceed along the John Ross Parkway and take the exit onto Anglers Rod. From Anglers Rod, turn right onto Krewelkring Road and continue for approximately 2 km towards Alkantstrand Beach, where the project site is located. Figure 2 depicts a locality map of the area.

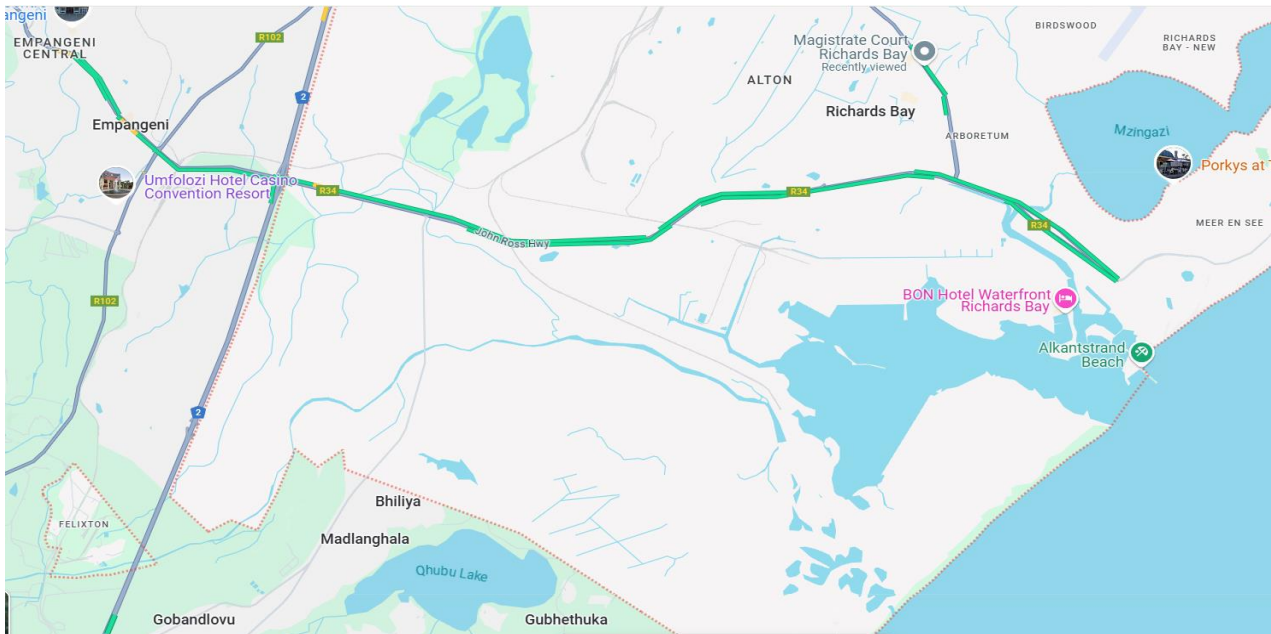


Figure 2: Locality map

2. Existing buildings, structures, and plant & machinery on the Site

2.1.1. Existing buildings and structures



Figure 3: Alkantstrand Shoreline and surrounding infrastructure

In the vicinity of the work site there is the following infrastructure;

- North coast radio building
- Life Savers Building
- Skate Park
- Flea market Stalls

The details of the existing buildings, structures, plant and machinery on Site will be made available from the *Employer* to the *Consultant* as and when required.

3. Hidden services

TNPA does not have existing services in the Alkantstrand and Northern Beach areas. Any nearby services information required may be supplied by TNPA be as far as possible.

Services drawings in the Municipal owned land further inland of the high-water mark, can be requested by TNPA and supplied to the *Consultant* if required during the study.

However, the *Consultant* must conduct investigations to verify information as per the Works Information.