

TENDER NUMBER: **TNPA/2023/12/0024/51741/RFP**

DESCRIPTION OF THE SERVICES: FRAMEWORK AGREEMENT FOR PROFESSIONAL SERVICES CONTRACT FOR PROJECT MANAGEMENT, ENGINEERING, PROJECT SUPPORT AND GEOSPATIAL SERVICES ON AN "AS-AND-WHEN" REQUIRED BASIS FOR A DURATION OF THREE (3) YEARS FOR ALL PORTS IN TRANSNET NATIONAL PORTS AUTHORITY

Transnet National Ports Authorityan Operating Division of **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

TENDER FOR THE FRAMEWORK AGREEMENT FOR PROFFESIONAL SERVICES CONTRACT FOR PROJECT MANAGEMENT, ENGINEERING, PROJECT SUPPORT AND GEOSPATIAL SERVICES ON AN "AS-AND-WHEN" REQUIRED BASIS FOR A DURATION OF THREE (3) YEARS AS AND WHEN REQUIRED FOR ALL PORTS IN TRANSNET NATIONAL PORTS AUTHORITY.

RFP NUMBER:	: TNPA/2023/12/0024/ 51741/RFP
ISSUE DATE	: 30 May 2024
NON - COMPULSORY TENDER CLARIFICATION	: 10 June 2024 and; 11 June 2024
CLOSING DATE	: 05 July 2024
CLOSING TIME	: 16:00
TENDER VALIDITY PERIOD	: 180 days from closing date

Note to the bidders:

Bidders are advised 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 Bidder can upload 30mb per upload and multiple uploads are permitted.

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C.2.2.3 – Percentage markup on disbursements

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C.2.2.2 – Percentage based fees

C.2.2.3 – Percentage markup on disbursements

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C.2.2.1 – Hourly Rates

C.2.2.2 – Percentage based fees

C.2.2.3 – Percentage markup on disbursements

Part C3.1: Scope

GROUP A: INDUSTRIAL RELATIONS AND TRAINING.

A.1 Project Industrial Relations

A.2 Community Liaison

A.3 Sub-contractor management/ SMME support & development

A.4 Training/ skills transfer (candidate professionals/ artisans)

GROUP B: COMMUNICATION MANAGEMENT

B.1 **N/A**

B.2 Change Management

GROUP C: CONTRACT MANAGEMENT

C.1 Contract Management

C.2 Contract Administration

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GROUP D1: PROJECT CONTRUCTION MANAGEMENT

- D1.1 Project Director
- D1.2 Senior Project Manager
- D1.3 Project Manager
- D1.4 Project Construction Manager

GROUP D2: PROJECT CONTROLS

- D2.1 Project Control Manager
- D2.2 Lead Project Planner/ Schedule Management
- D2.3 Project Planner/ Project Scheduler
- D2.4 Document Controller
- D2.5 Lead Quantity Surveyor
- D2.6 Quantity Surveyor
- D2.7 Lead Cost Engineer
- D2.8 Cost Engineer
- D2.9 Project Administrator

GROUP E: ENVIRONMENTAL

- E.1 Project Environmental Manager
- E.2 Project Environmental Control Officer
- E.3 Project Environmental Assessment Practitioner
- E.4.1 Environmental Specialists: Biodiversity
- E.4.2 Environmental Specialist: Ecologist
- E.4.3 Environmental Specialist: Hydrologist
- E.4.4 Environmental Specialist: Archaeologist
- E.4.5 Environmental Specialist: Climate Change

GROUP F1: CONSTRUCTION HEALTH AND SAFETY

- F1.1 Project Construction Health and Safety Officer
- F1.2 Construction Health and Safety Manager

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GROUP F2: CONSTRUCTION HEALTH AND SAFETY AGENT

F2 Construction Health and Safety Agents

GROUP G: QUALITY

G.1 Quality Assurance Officer

G.2 Quality Control Officer

GROUP H: PROCUREMENT

H.1 Infrastructure Procurement Manager

H.2 Infrastructure Procurement Specialist

H.3 Procurement Manager

GROUP I: GEOTECHNICAL ENGINEERING

I.1 Geotechnical Engineering

GROUP J: DE-SALINATION STUDIES

J.1 1 de-salination studies

GROUP K: CHEMICAL ENGINEERING

K.1 Chemical Engineering

GROUP L: GEOMATICS

L.1 Detection & Mapping of Underground Services

L.2 Topographical Survey

GROUP M: RISK

M1 Risk Management Professional

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T1.1 TENDER NOTICE AND INVITATION TO TENDER

SECTION 1: NOTICE TO TENDERERS

1. INVITATION TO TENDER

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

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TENDER DOWNLOADING	This Tender may be downloaded directly from the National Treasury eTender Publication Portal at www.etenders.gov.za and the Transnet website at https://transnetetenders.azurewebsites.net (please use Google Chrome to access Transnet link) FREE OF CHARGE.

NON-COMPULSORY TENDER CLARIFICATION MEETING	Day 1 Non-Compulsory Tender Clarification Meeting It will be conducted via MS Teams on the 06 June 2024, at 10:00 to 12:00 for a period of ± 2 (two) hours. Morning briefing will be for the following Groups; GROUP A: Industrial Relations and Training; GROUP B: Communication Management and; GROUP H: Procurement Join the meeting now A second clarification meeting of the day will take place in the same day, 06 June 2024, starting from 14:00 to 16:00 for a period of ± 2 (two) hours. Afternoon session will be for the following Groups;
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	GROUP C: Contract Management GROUP D1: Project Construction Management GROUP D2: Project Controls Join the meeting now Day 2 Non-compulsory Tender Clarification Meeting It will be conducted via MS Teams on the 07 June 2024, at 10:00 to 12:00 for a period of ± 2 (two) hours. Morning briefing will be for the following Groups; GROUP E: Environmental GROUP F1: Construction Health and Safety GROUP F2: Construction Health and Safety Agent GROUP G: Quality GROUP M: Risk Join the meeting now A second clarification meeting of the day will take place in the same day, 07 June 2024, starting from 14:00 to 16:00 for a period of ± 2 (two) hours. Afternoon session will be for the following Groups; GROUP I: Geotechnical Engineering GROUP J: De-Salination Studies GROUP K: Chemical Engineering GROUP L: Geomatics Join the meeting now The Non-Compulsory Tender Clarification Meeting will start punctually, and information will not be repeated for the benefit of Tenderers joining the meeting late. Despite the briefing session being non-compulsory, Transnet nevertheless encourages all Respondents to attend. Transnet will not be held responsible for any Respondent who did not attend the
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	non-compulsory session and subsequently feels disadvantaged as a result thereof. Despite the clarification session being non-compulsory, Transnet nevertheless encourages all Respondents to attend. Transnet will not be held responsible for any Respondent who did not attend the non-compulsory session and subsequently feels disadvantaged as a result thereof. Any addenda to the RFP or clarifications will be published on the National Treasury e-tender portal and Transnet website. Tenderers are required to check the e-tender portal or Transnet website prior to finalising their bid submissions for any changes or clarifications to the RFP. Transnet will not be held liable if Tenderers do not receive the latest information regarding this RFP with the possible consequence of either being disadvantaged or disqualified as a result thereof.
CLOSING DATE	(05 July 2024) at 16:00 Tenderers must ensure that tenders are uploaded timeously onto the system. If a tender is late, it will not be accepted for consideration. If a tender has not fully uploaded by the closing time, it will be cut-off, and will result in a corrupted file and will not be capable of being evaluated.
ADDENDA TO THE TENDER	Any addenda to the tender or clarifications will be published on the National Treasury's e-Tender Publication Portal and Transnet e-Tender Submission Portal. Bidders are required to check the National Treasury's e-Tender Publication Portal and Transnet e-Tender Submission Portal prior to finalising their bid submissions for any changes or clarifications to the tender. Transnet will not be held liable if Tenderers do not respond by this date and do not receive the latest information regarding this tender with the possible consequence of either being disadvantaged or disqualified as a result thereof.



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VALIDITY PERIOD	180 business days from Closing Date Bidders are to note that they may be requested to extend the validity period of their bid, on the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful tenderer (s), the validity of the successful tenderer (s)' bid will be deemed to remain valid until a final contract has been concluded.
ELECTRONIC BID SUBMISSIONS	<u>Note to the bidders:</u> Tenderers are advised to ensure that electronic tender submissions are done at least a day before the closing date to prevent issues which they may encounter due to 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 tenderers as a result of technical challenges. Please do not wait for the last hour to submit. Tenderers shall ONLY use alphabetical and/ or numerical characters in naming their files. Failure to do so will result in files being corrupted/ quarantined and will NOT be available for evaluation. The Tenderer may only upload 30mb per upload and multiple uploads are permitted.

2. TENDER SUBMISSION

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

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

Log on to the Transnet eTenders management platform website:

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

- Click on "ADVERTISED TENDERS" to view advertised tenders;



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- 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 advised to ensure that electronic bid submissions are uploaded at least a day before the closing date to prevent issues which they may encounter due to internet speed, bandwidth or the size or 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.**
 - **Tenderers shall ONLY use alphabetical and/ or numerical characters in naming their files. Failure to do so will result in files being corrupted/ quarantined and will NOT be available for evaluation for which Transnet takes no responsibility.**
- 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 tender 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.



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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. Shortlist and approve the **fifteen (15)** highest scoring Tenderers in each Group to enter into a Framework Contract, unless objective criteria justify the shortlisting of another tenderer.
- 4.2. Not necessarily accept the lowest priced tender or an alternative Tender;
- 4.3. Approach the open market if the quoted rates (for award of work) are deemed unreasonable;
- 4.4. Not utilise the Framework to solicit tenders if the needs of the project and/ or Transnet dictate otherwise,

5. Transnet will award the tender to the highest scoring tenderer /s unless **objective criteria** exist that justify the award to another bidder. Transnet may apply the objective criteria in this bid process as follows:

- 5.1. Bidder(s) is not in good standing with Transnet National Ports Authority due to a poor track record of past performance with Transnet SOC Ltd and or Transnet National Ports Authority;
- 5.2. There is clear, uncontrived and/or overwhelming evidence and/or facts that the bidder has or continues to be in breach of any of the provisions contained in the Integrity Pact **(T2.2-15)**;
- 5.3. The Probity check undertaken by Transnet National Ports Authority establishes the existence of any unmitigated risks which would have a negative impact on the project;
- 5.4. Unless the appointment of the bidder would result in a negative impact on Transnet's Return on Investment;
- 5.5. It is necessary to rotate Suppliers to promote opportunities for other suppliers, in circumstances where the tenderer has been awarded business previously and the award of the tender will result in an inequitable allocation of business;
- 5.6. The tenderer or its members, directors, partners:



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- Is under restrictions as contemplated in the Integrity Pact (**T2.2-15**),
 - Is a subject of a process of restriction by Transnet or other state institution that Transnet may be aware of and there is a clear, uncontrived and/or overwhelming evidence and/or facts in relation to the alleged wrongdoing on the basis of which the restriction process has been initiated;
- 5.7. In relation to the proposed contract, a due diligence exercise to validate the tenderer's proposal that demonstrate that it 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;
 - 5.8. has no legal capacity to enter into the contract;
 - 5.9. is insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008 as amended, being wound up, has its affairs administered pursuant to a court order, has ceased or suspended their business activities, or is subject to legal proceedings in respect of any of the foregoing;
 - 5.10. does not comply with the legal requirements, if any, stated in the tender data;
 - 5.11. is not able to perform the contract free of conflicts of interest.
 - 5.12. Not necessarily accept the lowest priced tender or an alternative Tender;
 - 5.13. 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;
 - 5.14. Request audited financial statements or independently reviewed financial statements as required by the company's Act and other documentation for the purposes of a due diligence exercise;
 - 5.15. Not accept any changes or purported changes by the Tenderer to the tendered rates after the closing date;
 - 5.16. 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;



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- 5.17. 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);
- 5.18. 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.
- 5.19. 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 tender with the possible consequence of being disadvantaged or disqualified as a result thereof.
- 5.20. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable [clause 12 on T2.2-13], [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.
- 5.21. 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.*

6. 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.

7. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

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<https://secure.csd.gov.za/>. Tenderer are required to provide the following to Transnet in order to enable it to verify information on the CSD:

Supplier Number..... (MAAA)

8. THE CIDB STANDARD FOR SKILLS DEVELOPMENT

The CIDB Standard for Developing Skills through Infrastructure Contracts, published in Government Gazette 43495 dated 3 July 2020 is applicable to this project.

**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**

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SECTION 1: SBD1 FORM

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF TRANSNET NATIONAL PORTS AUTHORITY, A DIVISION TRANSNET SOC LTD							
BID NUMBER:	TNPA/2023/12/0024/51741/RFP	ISSUE DATE:	30 May 2024	CLOSING DATE:	05 July 2024	CLOSING TIME:	16:00
DESCRIPTION	FRAMEWORK AGREEMENT FOR PROFESSIONAL SERVICES CONTRACT FOR PROJECT MANAGEMENT, ENGINEERING, PROJECT SUPPORT AND GEOSPATIAL SERVICES ON AN "AS-AND-WHEN" REQUIRED BASIS FOR A DURATION OF THREE (3) YEARS FOR ALL PORTS IN TRANSNET NATIONAL PORTS AUTHORITY						
BID RESPONSE DOCUMENTS SUBMISSION							
RESPONDENTS ARE TO UPLOAD THEIR BID RESPONSE PROPOSALS ONTO THE TRANSNET SYSTEM AGAINST EACH TENDER SELECTED <i>(please refer to section 2, paragraph 3 for a detailed process on how to upload submissions):</i> https://transnetetenders.azurewebsites.net							
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO				TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON	Phumza Mhlontlo			CONTACT PERSON	Phumza Mhlontlo		
TELEPHONE NUMBER	N/A			TELEPHONE NUMBER	N/A		
FACSIMILE NUMBER	N/A			FACSIMILE NUMBER	N/A		
E-MAIL ADDRESS	TNPAPSCFramework@transnet.net			E-MAIL ADDRESS	TNPAPSCFramework@transnet.net		
SUPPLIER INFORMATION							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE		NUMBER				
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE		NUMBER				
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							

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SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:	OR	CENTRAL SUPPLIER DATABASE	UNIQUE REGISTRATION REFERENCE NUMBER: MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED FOR PURPOSES OF COMPLIANCE WITH THE B-BBEE ACT]				
1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS				
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ 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.				

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PART B

TERMS AND CONDITIONS FOR BIDDING

1. TAX COMPLIANCE REQUIREMENTS

- 1.1 TENDERERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 1.2 TENDERERS 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 TENDERERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 1.5 IN BIDS WHERE UNINCORPORATED CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE

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: _____

T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annexure C of the CIDB Standard for Uniformity in Engineering and Construction Works Contracts. Board Notice 423 of 2019 in Government Gazette No 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 Pricing Schedule
Part C3: Scope of work	C3.1 Scope

C1.3 Interpretation

Transnet's Supply Chain Management Policy, in conjunction with Transnet's Preferential Procurement Policy will be applicable to this tender.

C1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- **Tenderer** - The cidb prescripts use the terms "tender" and "tenderer" in preference to "bid" and "bidder". For ease of reference, Transnet has kept the word "bid" and "bidder" in most documents instead of "Tender" and "tenderer". In some parts of this tender, the term "bidder" is used. The words "tenderer" and "bidder" are used inter-changeably. Similarly, the terms 'bid' and 'tender' are used interchangeably.
- **call off** – means 'placing an order' with framework contractors. A call off contract is an individual contract that falls under a framework agreement.
- **Equalization of rates or prices** – means the determination of a median or the averaging of rates or prices submitted by tenderers. This exercise is done by only considering compliant tenders submitted, and excluding outliers in the determination since they tend to distort the calculation. The methodology will be applied, if required, once the final 15 ranked tenderers are obtained. Depending on the spread of rates, the lowest and highest outliers, or the two lowest and two highest outliers will be excluded from the calculation, and the remaining tenderers rates averaged.

In conclusion, TNPA will then communicate with all recommended tenderers (including the four which are outliers, if they are part of the recommended tenderers) to confirm the correctness of the equalized rate or price, and also solicit whether these tenderers accept the equalized rate or price to be used for purposes of a framework contract or not. For ease of reference, Transnet has kept the word "Averaging of rates or prices" in the document instead of "Equalization of rates or prices", and these words are used interchangeably.

- **Framework agreement** - means "An agreement between an employer and one or more service providers, the purpose of which is to establish the terms governing orders to be awarded during a given period, in particular with regard to price and, where appropriate, the quantity envisaged" (SANS/ISO 10845-1:2015). For ease of reference,

Transnet has used the word "Framework Contract" in the document instead of "Framework Agreement", and where each appears in the tender document, it carries the same meaning and the words are used inter-changeably.

- **mini – competition or multi bidding** in this document means a tender competition between the Service Providers in the Framework contract conducted in accordance with Transnet policies; it means an invitation to submit a Quotation or Priced Proposal issued by the TNPA pursuant in fulfilment of a scope of works.
- **respondent** – means 'tenderer' and/ or 'bidder' and are used inter-changeably.
- **RFQ – Request for Quotation** – means a request for price offers from service provider in the framework contract.
- **Task Order** – is an order for the performance of tasks during the period of the contract.

C.1.4	The Employer's agent is:	Commodity Specialist
	Name:	Phumza Mhlontlo
	Address:	TBA
	Tel No.	N/A
	E – mail	TNPAFramework@transnet.net

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

1. Stage 1 – Administrative and Substantive Responsiveness Test

The following are required for the tenderer to be evaluated further:

- **Whether the Bid has been lodged on time**
- **Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time**
- **Verify the validity of all returnable documents.**
- **Verify if the Bid document has been duly signed by the authorised respondent.**

2. Stage Two – Eligibility

- **A fully completed and signed Form of Offer**
- **A fully completed and signed Pricing Schedule (a rate for every discipline within a Group must be returned in Schedule A contained in C2.1).**
- **Compliance with the eligibility criteria contained in Schedule A read with Schedule B in Form T2.2-06.**

Only those tenderers who comply with all eligibility criteria for all disciplines within each Group will be evaluated further in terms of price and the applicable preference point system. The minimum qualifying score for Group eligibility criteria is compliance with all eligibility criteria for each discipline within a Group.

The evaluation criteria for measuring eligibility criteria are as stated in C.3.11. below and in Form T2.2-06.

A tenderer may tender a response for any Group of disciplines and any Region.

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

C.2.7 The arrangements for a non-compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.

C.2.10 **Pricing the Tender Offer**

- Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the tender data.
 - Show VAT payable by the employer separately as an addition to the tendered total of the prices.
 - Provide rates and prices that are fixed for the duration of the contract, which will be adjusted in line with annual inflation as detailed in the Pricing Instructions and conditions of contract identified in the contract data.
 - A pricing schedule with hours is included in section C 2.1. The Tenderer is expected to price each item (discipline) within a Group, except where instructed otherwise. The
-

rates provided by the tenderer will be verified for their reasonableness. Transnet reserves the right to adjust the final prices once the tenderer has been found to have complied with all other tender conditions.

- Transnet also reserves the right to balance the rates and prices offered for any activity by compiling an averaged set of common rates and/ or prices (equalizing of prices) that will apply across the board to all the Service providers for that region and discipline during the execution of this framework.
- If Transnet elects to execute the aforementioned right, tenderers will be provided an opportunity to accept or reject the calculated average (equalized) price and provide own rates or prices, on condition that the offer is not above market related rates for any discipline selected. Tenderer(s) who reject(s) the calculated average (equalized) price or who refuse to have their rates lowered through negotiations may not be included on this framework contract.
- There will be contract price adjustment (CPA) / escalation of prices, once a year, on the anniversary of the framework contract.

C.2.12 No alternative tender offers will be considered.

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

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

Identification details:

The tender documents must be uploaded with:

- **Name of Tenderer:** (insert company name)
- **Contact person and details:** Phumza Mhlontlo
- **The Tender Number:** TNPA/2023/12/0024/51741/RFP
- **The Tender Description:**
DESCRIPTION OF THE SERVICES: FRAMEWORK AGREEMENT PROFESSIONAL FOR SERVICES CONTRACT FOR PROJECT MANAGEMENT, ENGINEERING, PROJECT SUPPORT AND GEOSPATIAL SERVICES ON AN "AS AND

TRANSNET NATIONAL PORTS AUTHORITY
TENDER NUMBER: TNPA/2023/12/0024/51741/RFP
DESCRIPTION OF THE SERVICES: FRAMEWORK AGREEMENT FOR PROFESSIONAL SERVICES CONTRACT FOR PROJECT MANAGEMENT, ENGINEERING PROJECT SUPPORT AND GEOSPATIAL SERVICES ON AN "AS AND WHEN" REQUIRED BASIS FOR A DURATION OF THREE (3) YEARS FOR ALL PORTS IN TRANSNET NATIONAL PORTS AUTHORITY

WHEN" REQUIRED BASIS FOR A DURATION OF THREE
(3) YEARS FOR ALL PORTS IN TRANSNET NATIONAL
PORTS AUTHORITY

▪ **Employer's Agent: Phumza Mhlontlo:**

TNPAPSCFramework@transnet.net

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:

Date and Time: **05 July 2024 at 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 **180 Business days** 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 Compliance Status Pin 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; NOTE: Where tendering as a Joint Venture/ Consortium, a consolidated B-BBEE certificate shall be provided in order to qualify for preference points.

3. Proof of registration on the Central Supplier Database;

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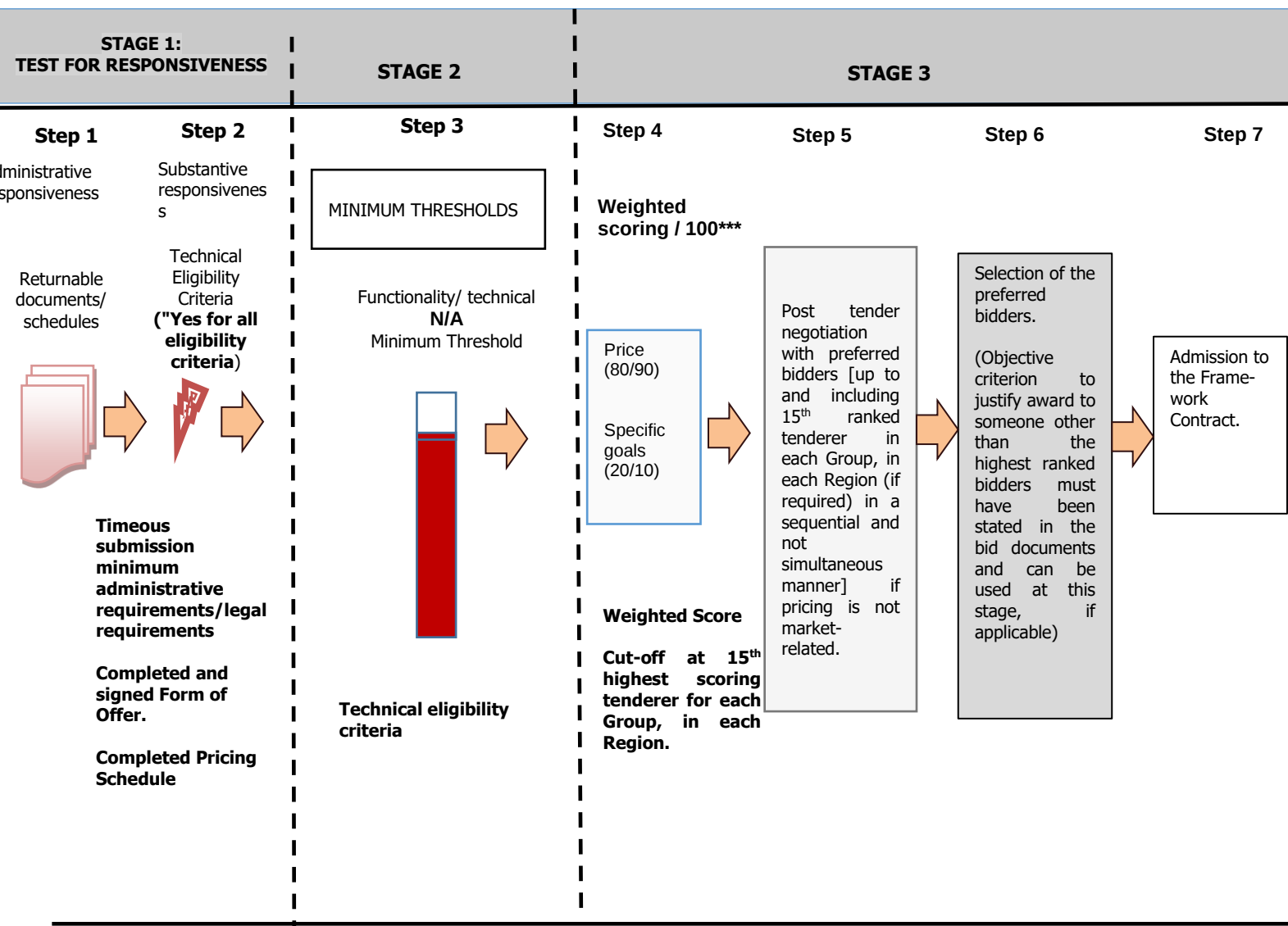
4. Certified copies of documents stated in Form T2.2-06

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

C3.11

EVALUATION METHODOLOGY

Transnet will utilise the following methodology and criteria in selecting a preferred Service provider:



The minimum requirement for a tender to be considered further is to achieve a "YES" for each criteria of a specific discipline, AND an overall "YES" for all disciplines within a Group of disciplines.

The procedure for the evaluation of responsive tenders is Eligibility Criteria, Preference Points:

Only those tenderers who comply with all eligibility criteria for a discipline and all disciplines in a Group of disciplines will be eligible for further evaluation. Form T2.2-06 Schedules A and B contain the eligibility criteria and format of scoring.

Step 2 Technical Eligibility Criteria

Each discipline will be evaluated in terms of the eligibility evaluation criteria which are:

- Minimum educational standard/ qualification,
- Registration requirements with professional bodies or other discipline-appropriate body,
- Minimum experience.

Each of the criteria applicable to a specific discipline will be scored on a YES/ NO basis, with all criteria for a specific discipline requiring a "YES" to comply for that discipline. The evaluators will score independently of each other and when complete, the scores for each discipline will be assessed and a final score for each discipline within a Group agreed following which a score for each Group will be determined.

Note: Any tender not complying with the above-mentioned requirements, may be regarded as non-responsive and may 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 a "Yes" for each criterion of a discipline AND an overall "YES" for all disciplines within a Group will be evaluated further in accordance with the 90/10 or 80/20 preference points systems as described in Preferential Procurement Regulations - 2022.

The 90/ 10 points system will be utilised where the value of the lowest acceptable tenderer exceeds R50 million, inclusive of all applicable taxes.

The 80/20 points system will be utilised where the value of the lowest acceptable tenderer is less than or equal to R50m, inclusive of all applicable taxes.

Thresholds	Minimum Threshold
Group eligibility criteria	Achieve a "YES" for all eligibility criteria for all disciplines within a Group.

Step 4: Weighted scoring

EVALUATION METHOD	
TENDERS VALUED AT LESS THAN OR EQUAL TO R50 MILLION	
Evaluation Criteria	Final Weighted Scores
Price	80
Specific goals - Scorecard	20
TOTAL SCORE:	100

EVALUATION METHOD	
TENDERS VALUED AT MORE THAN R50 MILLION	
Evaluation Criteria	Final Weighted Scores
Price	90
Specific goals - Scorecard	10
TOTAL SCORE:	100

A maximum of 10 or 20 preference tender evaluation points will be awarded to tenderers who complete the preferencing schedule SBD 6.1 and who are found to be eligible for the preference claimed. **Should the evidence required for any of the Specific Goals applicable in this tender not be provided, a tenderer will score zero preference points for that particular "Specific Goal".**

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

The maximum points for this bid are allocated as follows:

TENDERS VALUED AT LESS THAN OR EQUAL TO R50 MILLION	
DESCRIPTION	POINTS
PRICE	80
B-BBEE Level of contributor – Level 1 or 2	20
Non-compliant and/or B-BBEE Level 3-8 contributors	00
Total points for Price and Specific Goals must not exceed	100

OR

TENDERS VALUED AT MORE THAN R50 MILLION	
DESCRIPTION	POINTS
PRICE	90
B-BBEE Level of contributor – Level 1 or 2	10
Non-compliant and/or B-BBEE Level 3-8 contributors	00
Total points for Price and Specific Goals must not exceed	100

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

Specific Goals	Acceptable Evidence
----------------	---------------------

B-BBEE	B-BBEE Certificate / Sworn-Affidavit B-BBEE Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines
--------	---

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.

Step Five Post Tender Negotiations

Respondents are to note that Transnet may not award a contract if the price offered is not market related. In this regard, Transnet reserves the right to engage in Post Tender Negotiations with the view to achieving a market-related price or to cancel the tender. Negotiations will be done in a sequential manner i.e.:

- First negotiate with the highest ranked bidder or cancel the bid, should such negotiations fail, then,
- Negotiate with the 2nd to 15th ranked bidders (if required) in a sequential manner.
- In the event of any Respondent being notified of such short-listed/preferred bidder status, his/her bid, as well as any subsequent negotiated best and final offers (BAFO), will automatically be deemed to remain valid during the negotiation period and until the ultimate award of business.

Should Transnet conduct post tender negotiations, Respondents will be requested to provide their best and final offers to Transnet based on such negotiations. Where a market related price has been achieved through negotiation, the contract will be awarded to the successful Respondent(s).

Deadlock breaking mechanism.

In the event of a tie (i.e. two bidders scoring an equal number of total points), the bidder who scored the highest points for specific goals will be awarded the contract.

Where two or more tenderers score equal total points in all respects the award will be decided by drawing of lots.

In respect of admission to the Framework Contracts, the above deadlock breaking mechanism will be implemented in respect of the 15th ranked tenderer(s).

In respect of the secondary procurement from the Framework, the above deadlock breaking mechanism will be implemented in respect of the award of a contract.

Step Six Objective Criteria

Tender offers will only be accepted unless **objective criteria** exist that justify the award to another bidder. Transnet may apply objective criteria in this bid process as follows:

- Tenderer(s) is not in good standing with Transnet National Ports Authority due to a poor track record of past performance on previous or current appointments with Transnet SOC Ltd and or Transnet National Ports Authority;
- There is clear, uncontrived and/or overwhelming evidence and/or facts that the bidder has or continues to be in breach of any of the provisions contained in the Integrity Pact (T2.2-15);
- The Probity check undertaken by Transnet National Ports Authority establishes the existence of any unmitigated risks which would have a negative impact on the project;
- Unless the appointment of the bidder would result in a negative impact on Transnet's Return on Investment;
- It is necessary to rotate Suppliers to promote opportunities for other suppliers, in circumstances where the bidder has been awarded business previously and the award of the tender will result in inequitable allocation of business;
- The tenderer or its members, directors, partners:
 - Is under restrictions as contemplated in the Integrity Pact (T2.2-15),

Is a subject of a process of restriction by Transnet or other state institution that Transnet may be aware of and there is a clear, uncontrived and/or overwhelming evidence and/or

facts in relation to the alleged wrongdoing on the basis of which the restriction process has been initiated.

- resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
 - has no legal capacity to enter into the contract;
 - is insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, being wound up, has its affairs administered pursuant to a court order, has ceased or suspended their business activities, or is subject to legal proceedings in respect of any of the foregoing;
 - does not comply with the legal requirements, if any, stated in the tender data; and is not able to perform the contract free of conflicts of interest
1. The tenderer or any of its directors/shareholders is not listed on the National Treasury 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 of restricted tenderers and National Treasury's list of Restricted Suppliers.;
 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.

Step Seven Admission to the Frame-work Contract

It is the intention of Transnet to appoint a maximum of fifteen (15) and a minimum of three (03) highest ranked tenderers in each Group in each region. Unsuccessful tenderers will be notified, giving reasons why they were unsuccessful. Transnet will publish the outcome of this RFP in the National Treasury e-tender portal and Transnet website within 10 days after the list has been approved. Respondents are required to check the National

Treasury e-tender Portal and Transnet website for the results of the tender process. All unsuccessful bidders have a right to request Transnet to furnish individual reasons for their bid not being successful. This request must be directed to the contact person stated in the SBD 1 form and tender data clause C.1.4.

Other divisions of Transnet may make use of these Framework Contracts, upon request and acceptance by both TNPA and the tenderer(s) concerned.

This framework does not limit the tenderers from participating in any other similar Transnet tenders.

Organs of State outside of Transnet may not make use of these Frameworks.

Rules of engagement post appointment

- A Task Order process will be instituted amongst the service providers in each Group whenever a need for services arises. Task Orders will be allocated based on the process below:
 - a) A tender document including a Scope of work for the specific project being procured will be sent to all Framework Contractors in a specific group to price;
 - b) Evaluation will be based on preference points system. Transnet reserves the right to introduce further evaluation criteria at the secondary stage of tendering if the nature of the project dictates.
 - c) If, at the time of evaluation of the submissions for the specific Task Order, the highest scoring bidder has two or more projects allocated of which two or more are not more than 80% complete, the next highest scoring bidder may be considered for award of the new project.
 - d) Where an award to a bidder who currently has two or more projects is contemplated, an assessment of the bidders' resources/ capacity to execute an additional project will be undertaken.

C.3.12 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 These schedules are required for pre-qualification and eligibility purposes:

T2.2.01 Compliance with eligibility criteria(Signed Form of Offer and Bill of Quantity)

T2.2-06 Eligibility Evaluation Criteria with CVs, Qualifications, proof of Registration

2.1.2 Stage One these schedules will be utilised for evaluation purposes:

T2.2-06 Eligibility Evaluation Criteria with CVs, Qualifications, proof of Registration

2.1.3 Returnable Schedules:

General:

T.2.2-01	Compliance with eligibility criteria (Signed Form of Offer and Bill of Quantity)
T2.2-02	Authority to submit tender.
T2.2-03	Record of addenda to tender documents
T2.2-04	Letter of Good Standing
T2.2-05	No document
T2.2-06	Evaluation Eligibility criteria
T2.2-07	Sub consult CPM 2020 Rev 01
T2.2-08	No document
T2.2-09	Domestic prominent influential persons (DPIP) or foreign prominent public officials (FPPO)

Valid proof of Respondent's compliance to Specific Goals evidence (Preference Claim Form) requirements stipulated in SBD6.1.

Agreement and Commitment by Tenderer:

T2.2-10:	CIDB SFU ANNEX G Compulsory Enterprise Questionnaire (SBD6.1 and SBD4)
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

1.3.2 Bonds/Guarantees/Financial/Insurance:

T2.2-17	Insurance provided by the Contractor
T2.2- 18	Pro forma Performance Guarantee (for use with Option X13)
T2.2- 19	No document
T2.2- 20	Three (3) years audited or reviewed financial statements.
T2.2-21	Transnet Supplier Declaration Form
T2.2-22	Agreement in terms of Protection of Personal Information Act 4 of 2013 (POPIA)

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 (Bill of Quantities)

2.6 C2.2 Bill of Quantities

T2.2-01: Tenderer's Compliance with eligibility criteria

Any tenderer that fails to meet the eligibility criteria for all 3 Technical Specification requirements below, will be regarded as an unacceptable tender.

Tenderer's pre-qualification requirements

	Technical Specification requirements to be submitted with RFP	Submitted (attached to T2.2-01) Yes / No	Complied fully to the specification in C3.1 Scope of Works
1.	A fully completed and signed Form of Offer		
2.	A fully completed and signed Pricing Schedule (a rate for every discipline within a Group must be returned in Schedule A contained in C2.1)		
3.	Compliance with the eligibility criteria contained in Schedule A read with Schedule B in Form T2.2-06		



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T2.2-02: 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



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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

T2.2-03: Record of Addenda to Tender Documents

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

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

Attach additional pages if more space is required.

T2.2-04 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:

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



T2.2-06: Eligibility Schedule – Multi-disciplinary resources

The tenderer shall submit CVs for the various disciplines indicated in **Schedule A** below.

CVs with attachments shall include sufficient information for Transnet to evaluate in order that eligibility may be determined. CVs of the nominated resources shall meet or exceed the evaluation criteria specified in **Schedule B**.

Notwithstanding that the eligibility requirements are stipulated at the level of an individual, the tender submission may be submitted by a company, Joint Venture/ Consortium, or sole proprietor.

As a minimum each CV shall contain the following, but not be limited to:

1. Personal particulars
 - a. Name
 - b. Date and place of birth
 - c. Education Institution and date(s) studies where completed.
2. Tertiary Qualifications (where required in terms of the eligibility criteria)
3. Professional Registrations (where required in terms of the eligibility criteria) – proof of professional registration indicating the category of registration, registration number and professional council shall be included. Kindly note that Registration status will be confirmed on the relevant Institutions' web site during the tender evaluation process. Documentary evidence submitted with the tender shall be for purposes of correctly identifying the name and registration number of the specified resource and shall not be the final determinant of Registration status. The registration must be valid at the time of closing of the tender.
4. Name of current employer and position in the enterprise in respect of this project (or letter of intent to employ).
5. Experience shall be set out as:
 - a. Pre-registration experience,
 - b. Post- registration experience.
 - c. Where experience related to professional registration is not required – total experience shall be indicated.
 - d. Experience shall be set out generally indicating the assignment and start/ finish dates of each assignment.



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6. The following documentation shall be included with each CV:

NB: All certified copies shall be not older than 3 months as at the closing date.

- a. Certified copy of ID or driver's license,
 - b. Certified copy of relevant qualification (NB: Only the qualifications required to meet the eligibility criteria is required),
 - c. Proof of valid and current Professional Registration. (NB: Only the Professional Registrations required to meet the eligibility criteria are required). Notwithstanding submission of a valid Professional Registration Certificate, the professional registration status will be checked on the relevant Council's website during evaluation and the on-line check will be the determinant of registration status. Tenderers are therefore advised that they must keep their professional registration valid throughout the evaluation and contracting period.
7. Eligibility criteria for each discipline are set out in **Schedule B**.
8. Each CV shall comply with the following:
- a. Contain a signed and dated statement by the person who is the subject of the CV that all facts contained therein are true and correct.
 - b. Contain a statement that the [***name of entity submitting the tender***] is authorised to submit the CV in respect of tender: **TNPA/2023/12/0024/51741/RFP**.

Any information contained in CVs that is found to be incorrect will be considered a misrepresentation and Transnet reserves the right to act in accordance with the provisions set out elsewhere in this tender document.

The tenderer shall complete and return **Schedule A** including CVs with his/ her tender.

Disciplines have been grouped as follows:

1. A: Industrial Relations & Training
2. B: Communications Management
3. C: Contract Management
4. D1: Project & Construction Management
5. D2: Project Controls
6. E: Environmental
7. F1: Construction Health & Safety (Safety Officer and Safety Manager)
8. F2: Construction Health & Safety Agent



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9. G: Quality
10. H: Procurement
11. I: Geo-technical Engineering
12. J: De-salination studies
13. K: Chemical Engineering
14. L: Geomatics (Topographic Survey and Detection & Mapping of underground services)
15. M: Risk

The Framework will be established at the Group level therefore the minimum acceptable response is to a **group** of disciplines.

Failure to respond to all disciplines within a group will result in the tender not being considered an acceptable tender and will not be evaluated further.

Where a group contains only one discipline, then a response to that discipline is acceptable. The exception to this rule is with respect to Group E (Environmental), where, in addition to the Environmental Manager, Environmental Assessment Practitioner and the Environmental Control Officer, a response to at least ONE of the Environmental Specialists is required. In other words, it is not required to submit a response to **all** of the Environmental Specialist disciplines.

The minimum requirement is ONE CV per discipline per region selected.

The same resource (CV) may NOT be nominated in a 2nd or 3rd region. If a tenderer wishes to be eligible for more than one region, then a different resource/ CV shall be nominated in each region.

The same resource may NOT be nominated for different disciplines in the SAME region.

TNPA is structured into three regions and a Head Office.

The Head Office is based at the Port of Ngqura, in Gqeberha.

The regions with the ports falling within the regions are set out below.

1. Eastern Region
 - a. Port of Richards Bay
 - b. Port of Durban



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2. Central Region

- a. Port of East London
- b. Port of Ngqura
- c. Port Elizabeth

3. Western Region

- a. Port of Mossel Bay
- b. Port of Cape Town
- c. Port of Saldanha
- d. Port Nolloth
- e. Port of Boegoebaai

Nomination of a resource or resources shall be made by the tenderer on a regional basis by responding appropriately in **Schedule A**. Notwithstanding one tender process, three regional frameworks will be created. Where a discipline is required for a project based at a particular port, only the service providers listed in the region in which the port is located will be invited to submit a priced proposal. For *example*, where a Quantity Surveyor is required for a project in the Port of Durban, only the Quantity Surveyors listed on the Eastern Region Framework will be invited to submit priced proposals. Only where a resource/ discipline is not available within a region, will service providers in the next closest region be invited to submit priced proposals.



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SCHEDULE A: LIST OF RESOURCES NOMINATED				
(Please read Schedule B for eligibility criteria for each discipline prior to completing this schedule.).				
Group	No.	Discipline	Name(s) and Surname(s)/ region	CV attached. (Y/N)
A. INDUSTRIAL RELATIONS & TRAINING	A1.	Project Industrial Relations	EAST:	
			CENTRAL:	
			WEST:	
	A2.	Community Liaison	EAST:	
			CENTRAL:	
			WEST:	
	A3.	Sub-contractor Management/ SMME Support & Development	EAST:	
			CENTRAL:	
			WEST:	
	A4.	Training/ skills transfer (candidate professionals/ artisans)	EAST:	
			CENTRAL:	
			WEST:	
	B1.	Stakeholder & Communication Management	EAST:	N/A
			CENTRAL:	N/A
			WEST:	N/A
	B2.		EAST:	



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SCHEDULE A: LIST OF RESOURCES NOMINATED				
(Please read Schedule B for eligibility criteria for each discipline prior to completing this schedule.).				
Group	No.	Discipline	Name(s) and Surname(s)/ region	CV attached. (Y/N)
B. COMMUNICATIONS MANAGEMENT		Change Management	CENTRAL:	
			WEST:	
C. CONTRACT MANAGEMENT	C1.	Contract Management	EAST:	
			CENTRAL:	
			WEST:	
	C2.	Contract Administration	EAST:	
			CENTRAL:	
			WEST:	
D1. PROJECT & CONSTRUCTION MANAGEMENT	D1.1	Project Director	EAST:	
			CENTRAL:	
			WEST:	
	D1.2	Senior Project Manager	EAST:	
			CENTRAL:	
			WEST:	
	D1.3	Project Manager	EAST:	
			CENTRAL:	
			WEST:	
	D1.4	Project Construction Manager	EAST:	
			CENTRAL:	
			WEST:	
	D2.1		EAST:	



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SCHEDULE A: LIST OF RESOURCES NOMINATED

(Please read **Schedule B** for eligibility criteria for each discipline prior to completing this schedule.).

Group	No.	Discipline	Name(s) and Surname(s)/ region	CV attached. (Y/N)
D2. PROJECT CONTROLS MANAGEMENT		Project Controls Manager	CENTRAL:	
			WEST:	
	D2.2	Lead Project Planner/ Schedule Management	EAST:	
			CENTRAL:	
			WEST:	
	D2.3	Project Planner/ Project Schedule	EAST:	
			CENTRAL:	
			WEST:	
	D2.4	Document Controller	EAST:	
			CENTRAL:	
			WEST:	
	D2.5	Lead Quantity Surveyor	EAST:	
			CENTRAL:	
			WEST:	
	D2.6	Quantity Surveyor	EAST:	
			CENTRAL:	
			WEST:	
	D2.7	Lead Cost Engineer	EAST:	
			CENTRAL:	
			WEST:	
	D2.8	Cost Engineer	EAST:	
			CENTRAL:	
			WEST:	
	D2.9		EAST:	



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SCHEDULE A: LIST OF RESOURCES NOMINATED

(Please read **Schedule B** for eligibility criteria for each discipline prior to completing this schedule.).

Group	No.	Discipline	Name(s) and Surname(s)/ region	CV attached. (Y/N)
E. ENVIRONMENTAL		Project Administration	CENTRAL:	
			WEST:	
	E1.	Project Environmental Manager	EAST:	
			CENTRAL:	
			WEST:	
	E2.	Project Environmental Control Officer	EAST:	
			CENTRAL:	
			WEST:	
	E3.	Project Environmental Assessment Practitioner	EAST:	
			CENTRAL:	
			WEST:	
	E4.1.	Environmental Specialist: Climate Change	EAST:	
			CENTRAL:	
			WEST:	
	E4.2.	Environmental Specialist: Biodiversity	EAST:	
			CENTRAL:	
			WEST:	
	E4.3.		EAST:	
			CENTRAL:	



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SCHEDULE A: LIST OF RESOURCES NOMINATED					
(Please read Schedule B for eligibility criteria for each discipline prior to completing this schedule.).					
Group	No.	Discipline	Name(s) and Surname(s)/ region	CV attached. (Y/N)	
		Environmental Specialist: Ecologist	WEST:		
		E4.4	Environmental Specialist: Hydrologist	EAST:	
				CENTRAL:	
	WEST:				
	E4.5	Environmental Specialist: Archaeologist	EAST:		
			CENTRAL:		
			WEST:		
	F1. CONSTRUCTION HEALTH & SAFETY	F1.1	Project Construction Health & Safety Officer	EAST:	
				CENTRAL:	
WEST:					
F1.2		Construction Health & Safety Manager	EAST:		
			CENTRAL:		
			WEST:		
F2. CONSTRUCTION HEALTH & SAFETY AGENT	F2	Construction Health & Safety Agent.	EAST:		
			CENTRAL:		
			WEST:		
	G1		EAST:		



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SCHEDULE A: LIST OF RESOURCES NOMINATED				
(Please read Schedule B for eligibility criteria for each discipline prior to completing this schedule.).				
Group	No.	Discipline	Name(s) and Surname(s)/ region	CV attached. (Y/N)
G. QUALITY		Quality Assurance Officer	CENTRAL:	
			WEST:	
	G2	Quality Control Officer	EAST:	
			CENTRAL:	
			WEST:	
H. PROCUREMENT	H1	Infrastructure Procurement Manager	EAST:	
			CENTRAL:	
			WEST:	
	H2	Infrastructure Procurement Specialist	EAST:	
			CENTRAL:	
			WEST:	
	H3	Procurement Manager	EAST:	
			CENTRAL:	
			WEST:	
I. GEOTECHNICAL ENGINEERING	I1	Geotechnical Engineering	EAST:	
			CENTRAL:	
			WEST:	
J. DE-SALINATION STUDIES	J1	De-salination Studies	EAST:	
			CENTRAL:	
			WEST:	
	K1		EAST:	
			CENTRAL:	



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SCHEDULE A: LIST OF RESOURCES NOMINATED				
(Please read Schedule B for eligibility criteria for each discipline prior to completing this schedule.).				
Group	No.	Discipline	Name(s) and Surname(s)/ region	CV attached. (Y/N)
K. CHEMICAL ENGINEERING		Chemical Engineering	WEST:	
L. GEOMATICS	L1	Detection & Mapping of Underground Services	EAST:	
			CENTRAL:	
			WEST:	
	L2	Topographical Survey	EAST:	
			CENTRAL:	
			WEST:	
M. RISK	M1	Risk Management Professional	EAST:	
			CENTRAL:	
			WEST:	



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SCHEDULE B: ELIGIBILITY CRITERIA

1. **Schedule B** below contains the eligibility criteria for each discipline.
2. The disciplines contained in **Schedule A**, are aligned with the disciplines in **Schedule B**.
3. Tenderers are advised to consider the eligibility criteria for each resource listed in **Schedule B** *prior* to completing **Schedule A**, and then ensure that the resources provided in **Schedule A** (with the CVs) matches or exceeds the eligibility criteria set out in **Schedule B**.
4. ***Staff Rates tendered in the Pricing Schedule in C2.1 shall be in respect of staff that meet or exceed the eligibility criteria set out in Schedule B below.***

Notes to the Eligibility Criteria Schedule B:

1. Registration means registration with the applicable South African Professional Council. Transnet will not consider professional registration from a non- South African body.
2. Professional Registration does not include registration in the "Candidate" category.
3. Where the term "relevant" or "applicable" is used – the decision as to what is "relevant" or "applicable" will be at the sole discretion of Transnet.
4. Where registrations are stipulated as being "in the Built Environment" this means the Professional Councils housed within the South African Council for the Built Environment, except Property Valuation.
5. "Post Registration" Experience means experience accumulated in the specific discipline after the date of registration in the "Professional" category with the applicable Professional Council. Where more than one Professional Registration category is stipulated, "post registration experience" shall be measured from the earlier registration.
6. The qualifications stipulated in schedule B as eligibility criteria are the minimum requirements.
7. Academic transcripts will not be accepted in substitute of a qualification.
8. SAQA: Means the South African Qualifications Authority (SAQA) regulated in terms of the National Qualifications Framework Act No. 67 of 2008. Where a CV refers to qualifications obtained outside of South Africa the tenderer should demonstrate the equivalency of the non-South African qualification to the South African National Qualifications Framework (NQF levels). The SAQA certificate in respect of the foreign qualification shall be included.



Failure to do so may result in the qualification not being evaluated.. NQF levels will be determined in line with **Annexure A** to this form T2.2-06. Where a dispute arises over the NQF level of any particular qualification the onus is on the tenderer to provide a verification certificate from SAQA.

9. Locality: The tenderer, by returning a resource for a discipline in a row labelled "EAST", "CENTRAL" or "WEST" in Schedule A will be deemed to be selecting a region for which they require to be considered for. If a tenderer has passed the evaluation, the selection made shall be used to create a regional-based sub framework. Where a resource is required for a project, the Framework for the region in which that project is located will be invited to submit priced proposals.
10. Overall Compliance per discipline is achieved where it is shown by the tenderer that the resource submitted equals or exceeds all of the eligibility criteria for that discipline.
11. Overall Compliance for a Group of disciplines is achieved where **all** disciplines within a Group are compliant. . Where a Group is a "single-discipline group" then a response only to that one discipline/ group is required.
12. Group E – Environmental - has several "Specialties" listed – and, in addition to the Environmental Manager, Environmental Control Officer and Environmental Assessment Practitioner, a response to only **one** of the five specialties is required to constitute a valid tender.
13. A tender that is responsive in terms of the eligibility criteria, is a tender where compliance for all disciplines within a group has been achieved.
14. A tenderer may respond to more than one Group.
15. A tenderer may respond to more than one Region.
16. It is mandatory to submit a response for each discipline in a group and the Pricing Schedule C2.1 must also be completed in respect of **all** disciplines in the Group that the tenderer responds to.
17. Where criteria are indicated as "N/A" the overall score will be determined by the responses on the remaining criteria for that discipline.



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SCHEDULE B: ELIGIBILITY CRITERIA

#	DISCIPLINE	Qualification Requirement	Registration Requirement	Experience Requirement
GROUP A: COMMUNICATIONS MANAGEMENT				
A1	Project Industrial Relations	An NQF Level 7 qualification in Public Relations or in Developmental Studies or in Public Administration.	N/A	More than 4 years' post-graduation experience in Project Industrial Relations Management, with more than 5 projects in the built environment.
A2	Community Liaison	An NQF Level 7 qualification in Public Relations or in Developmental Studies Public Administration or in Industrial Psychology or in Industrial Relations or in Labour Law.	N/A	More than 4 years' post-graduation experience in Project Industrial Relations Management, with more than 5 projects in the built environment.
A3	Sub-Contractor Management/ SMME Support & Development	Bachelor's Degree/B Tech Degree in Business Management; or in Economics, or in Supply Chain Management.	N/A	A minimum of 5 years' management experience working in the built environment, of which 3 years must be in SMME development (training and skills development). Understanding of the built environment including how external stakeholders such as local communities, business forums, chambers, and other



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#	DISCIPLINE	Qualification Requirement	Registration Requirement	Experience Requirement
				interest groups operates is critically important.
A4	Training/ skills transfer (Training of candidate professionals in achievement of registration with the professional council)	A minimum NQF Level 7 qualification in Human Resource Management & Practice Support	Registration as a Professional Human Resource Management Professional with Human Resource Development Council of South Africa	More than 5 years' post-registration experience in Training and Development in Human Resource Management
GROUP B: COMMUNICATION MANAGEMENT				
B1	Stakeholder & Communication Management	N/A	N/A	N/A
B2	Change Management	A Diploma or a 3-year Degree in Social Sciences or in Psychology or a related field of study at NQF level 6.	PROSCI Certification and registration	A minimum of 3 years' experience in Change Management AND Involvement in Change initiatives that deals with more than 3 internal stakeholders, including senior management, AND An understanding of Organizational Culture/ Transformation and Management and involvement in Change initiatives that deals with more



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#	DISCIPLINE	Qualification Requirement	Registration Requirement	Experience Requirement
				than 3 internal stakeholders, including senior management.".
GROUP C: CONTRACT MANAGEMENT				
C1	Contract Management	An NQF Level 7 qualification in the Built Environment, or in BCom Law/LLB, but excluding Property Valuations.	Registration with one of the Built Environment Councils in a "Pr" category.	A minimum of 4 years' experience in managing the NEC3, and JBCC and GCC. Experience in the FIDIC form of contract may be substituted for experience in the GCC form of contract.
C2	Contract Administration	An NQF Level 7 qualification in the Built Environment, or in or in BCom Law/LLB, but excluding Property Valuations.	N/A	A minimum of 4 years' experience in managing the NEC3, and JBCC and GCC. Experience in the FIDIC form of contract may be substituted for experience in the GCC form of contract.
GROUP D1: PROJECT & CONSTRUCTION MANAGEMENT				
D1.1	Project Director	An NQF Level 8 qualification in the Built Environment, excluding Property Valuations.	Professional registration with PMI in the category PMP and registration with SACPCMP in the category Pr. CPM.	A minimum of 8 (eights) years post registration experience AND a record of a Projects or portfolio undertaken with a cumulative value of more than R50m.
D1.2	Senior Project Manager	An NQF Level 8 qualification in the Built Environment excluding Property Valuations.	Professional registration with PMI in the category PMP and registration with SACPCMP in the category Pr. CPM.	A minimum of 6 (six) year's post-registration experience AND a record of a Projects or portfolio undertaken with a cumulative value of more than R50m.



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#	DISCIPLINE	Qualification Requirement	Registration Requirement	Experience Requirement
D1.3	Project Manager	An NQF Level 7 qualification in the Built Environment excluding Property Valuations.	Professional registration with SACPCMP in the category Pr. CPM.	A minimum of 6 (six) years' post-registration experience AND a record of a Projects or portfolio undertaken with a cumulative value of more than R50m.
D1.4	Project Construction Manager	An NQF Level 7 qualification in the Built Environment excluding Property Valuations.	Professional registration with SACPCMP in the category Pr.CM or Pr. CPM.	A minimum of 6 (six) years post-registration experience AND a record of a Projects or portfolio undertaken with a cumulative value of more than R50m.
GROUP D2: PROJECT CONTROLS				
D2.1	Project Controls Manager	An NQF Level 7 qualification in the Built Environment excluding Property Valuations.	Professional registration with PMI (USA), or SACPCMP/ ECSA/ SACQSP or AACEI.	A minimum of 6 (six) years post-registration experience AND a record of Projects undertaken with a cumulative value of more than R35m.
D2.2	Lead Project Planner/ Schedule Management	An NQF Level 7 qualification and Primavera Certification by an Accredited Training Institutions.	Professional registration with PMI (USA) in the category PMI-SP.	A minimum of 6 (six) years' experience in a multi-disciplinary environment, with experience in Primavera software AND a record of Projects undertaken with a cumulative value of more than R35m.
D2.3	Project Planner/ Project Scheduler	An NQF Level 6 qualification and Primavera Certification.	Professional registration with PMI (USA) in the category PMI-SP.	A minimum of 3 (three) years' experience in a multi-disciplinary environment, with experience in Primavera software AND a record of Projects undertaken with a



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#	DISCIPLINE	Qualification Requirement	Registration Requirement	Experience Requirement
				cumulative value of more than R15m.
D2.4	Document Controller	A relevant tertiary qualification (NQF6 or in National Diploma)	N/A	A Minimum of 6 (six) years' experience in the Built Environment AND a record of projects undertaken with a cumulative value of greater than R35m.
D2.5	Lead Quantity Surveyor	An NQF Level 8 qualification in Quantity Surveying.	Registration with the SACQSP in the Category Pr. QS	A minimum of 8 (eight) years' post-registration experience AND a record of Project/s undertaken with a cumulative Value greater than R50m.
D2.6	Quantity Surveyor	An NQF Level 7 qualification in Quantity Surveying.	Registration with the SACQSP in the Category Pr. QS	A minimum of 6 (six) years' post-registration experience AND a record of Project/s undertaken with a cumulative Value greater than R35m.
D2.7	Lead Cost Engineer	An NQF Level 8 qualification in Quantity Surveying.	Registration with the SACQSP in the Category Pr. QS or AACEi in the category: CCP or Certified Estimating Professional (CEP).	A minimum of 8 (eight) years' post-registration experience AND a record of Project/s undertaken with a cumulative Value greater than R50m.
D2.8	Cost Engineer	An NQF Level 7 qualification in Quantity Surveying.	Registration with the SACQSP in the Category Pr. QS or AACEi in the category (CEP)	A minimum of 6 (six) years' post-registration experience AND a record of Project/s undertaken with a cumulative Value greater than R35m.



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#	DISCIPLINE	Qualification Requirement	Registration Requirement	Experience Requirement
D2.9	Project Administration	A minimum NQF 6 tertiary qualification (National Diploma)	N/A	A minimum of 6 (six) years' experience in the Built Environment AND a record of Project/s undertaken with a cumulative Value greater than R35m.
GROUP E: ENVIRONMENTAL				
E1.	Project Environmental Manager	An NQF Level 7 qualification in an Environmental field.	Registration with EAPASA in the category Registered Environmental Assessment Practitioners (Registered EAP)	A minimum of 6 (six) years' post-registration experience as an Environmental Manager.
E2.	Project Environmental Control Officer	An NQF Level 7 qualification in an Environmental field.	Registration with SACNASP in the category of Professional Natural Scientist. (Pr. Sci. Nat)	A minimum of 6 (six) years' post-registration experience as an Environmental Control Officer.
E3.	Project Environmental Assessment Practitioner	An NQF Level 7 qualification in an Environmental field.	Registration with EAPASA in the category Registered Environmental Assessment Practitioners (Registered EAP)	A minimum of 6 (six) years' experience as an Environmental Assessment Practitioner.



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#	DISCIPLINE	Qualification Requirement	Registration Requirement	Experience Requirement
E4.1	Environmental Specialist: Climate Change	An NQF Level 7 qualification in an Environmental field.	Registration with SACNASP in the category of Professional Natural Scientist (Pr. Sci. Nat) in the related Fields of practice.	A minimum of 6 (six) years' experience as an Environmental Practitioner.
E4.2	Environmental Specialist: Biodiversity	An NQF Level 7 qualification in an Environmental field.	Registration with SACNASP in the category of Professional Natural Scientist (Pr. Sci. Nat) in the related Fields of practice.	A minimum of 6 (six) years' experience as an Environmental Practitioner.
E4.3	Environmental Specialist: Ecologist	An NQF Level 7 qualification in an Environmental field.	Registration with SACNASP in the category of Professional Natural Scientist (Pr. Sci. Nat) in the related Fields of practice.	A minimum of 6 (six) years' experience as an Environmental Practitioner.
E4.4	Environmental Specialist: Hydrologist	An NQF Level 7 qualification in an Environmental field.	Registration with SACNASP in the category of Professional Natural Scientist (Pr. Sci. Nat) in the related Fields of practice.	A minimum of 6 (six) years' experience as an Environmental Practitioner.
E4.5	Environmental Specialist: Archaeologist	An NQF Level 7 qualification in an Environmental field.	Registration with SACNASP in the category of Professional Natural	A minimum of 6 (six) years' experience as an Environmental Practitioner.



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#	DISCIPLINE	Qualification Requirement	Registration Requirement	Experience Requirement
			Scientist (Pr. Sci. Nat) in the related Fields of practice.	
F1: CONSTRUCTION HEALTH & SAFETY				
F1.1	Project Construction Health & Safety Officer	A minimum NQF Level 6 qualification in Safety Management or in Environmental Health or equivalent.	Registration with SACPCMP in the category CHSO.	Minimum 5 (five) years' experience in Construction Health & Safety.
F1.2	Construction Health & Safety Manager	A minimum NQF Level 7 qualification in Safety Management or in Environmental Health or equivalent.	Registration with SACPCMP in the category CHSM	Minimum 10 (ten) years' experience in Construction Health & Safety.
F2: CONSTRUCTION HEALTH AND SAFETY AGENT				
F2.1	Construction Health & Safety Agent.	A minimum NQF Level 7 qualification in Safety Management or in Environmental Health or equivalent	Registration with SACPCMP in the category Pr. CHSA.	Minimum 15 (fifteen) years' experience in Construction Health & Safety environment.
G: QUALITY				
G1	Quality Assurance Officer	A minimum NQF Level 6 Quality Management Diploma or an NQF Level 6 Technical or in Engineering Diploma or in Degree with proof of ISO 9001:2015 (Understanding and implementation certificate). Proof of ISO 9001-2015 QUALITY	N/A	A minimum of 4 (four) years' experience in multidisciplinary engineering projects.



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#	DISCIPLINE	Qualification Requirement	Registration Requirement	Experience Requirement
		MANAGEMENT SYSTEMS AUDITING Based on ISO 19011-2018 and ISO 17021-1-2015 certificate.		
G2	Quality Control Officer	A minimum of a 3year NQF 6 Technical or in Engineering Diploma or in N6 National Diploma with proof of Trade test certificate.	N/A	A minimum of 4 (four) years' experience in multidisciplinary engineering projects.
H: PROCUREMENT				
H1	Infrastructure Procurement Manager	A minimum NQF Level 7 qualification in one of the Built Environment disciplines, except Property Valuations.	Professional Registration with ECSA/ SACQSP/ SACAP/ SACPCMP AND Training in the Infrastructure Delivery Management System (IDMS) / or Standard for Infrastructure Procurement & Delivery Management (SIPDM) / or Framework for infrastructure Delivery Management System AND training on the CIDB Standard for Uniformity (SFU).	A minimum of 8 (eight) years' post registration experience in the Built Environment, of which 4 (four) years must be in public sector procurement.



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#	DISCIPLINE	Qualification Requirement	Registration Requirement	Experience Requirement
H2	Infrastructure Procurement Specialist	A minimum NQF Level 7 qualification in one of the Built Environment disciplines, except Property Valuations.	Professional Registration with ECSA/ SACQSP/ SACAP/ SACPCMP. OR Certified training in the Infrastructure Delivery Management System (IDMS) / or Standard for Infrastructure Procurement & Delivery Management (SIPDM) / or Framework for infrastructure Delivery Management System AND training on the CIDB Standard for Uniformity (SFU).	A minimum of 6 years post registration experience in the Built Environment, of which 3 years must be in public sector procurement, OR A minimum of 6 years' experience in infrastructure procurement.
H3	Procurement Manager	A minimum NQF Level 7 qualification in Procurement related from a recognized training institution.	N/A	Not less than 6 years in procurement, of which not less than 3 years shall be with public sector procurement.
I: GEO-TECHNICAL ENGINEERING				
I1	Geotechnical Engineering	A minimum NQF level 7 qualification in engineering.	Registration with the Engineering Council of South Africa (ECSA) as a Pr. Eng or Pr. Tech. Eng.	A minimum of 6 years post registration experience in geotechnical engineering studies, designs, and reports.



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#	DISCIPLINE	Qualification Requirement	Registration Requirement	Experience Requirement
J: DE-SALINATION STUDIES				
J1	De-salination studies	A minimum NQF level 8 qualification in engineering with a specialization in any one of the following engineering disciplines: Port & Coastal Civil Structural Water and Wastewater Electrical and Electronical Process and Chemical Mechanical	Registration with ECSA as a Pr. Eng/Pr. Tech Eng.	A minimum of 6 years' post registration experience in Civil / Chemical Engineering, with specific experience in a minimum of 1 de-salination project.
K: CHEMICAL ENGINEERING				
K1	Chemical Engineering	A minimum NQF level 8 qualification in engineering with a specialization in any one of the following: Chemical Engineering Chemical Process Engineering Energy Engineering Petroleum Engineering Process Engineering	Registration with ECSA as a Pr. Eng/Pr. Tech Eng	A minimum of 6 years' post registration experience in Chemical Engineering.
L: GEOMATICS				
L1	Detection & Mapping of underground services	A minimum NQF level 7 qualification in Geo-matics or in Geo-informatics or in Land Surveying (BSc and Above)	Registration as a Professional Land Surveyor with the South African Geomatics Council (SAGC).	A minimum of 6 years' post registration experience.



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#	DISCIPLINE	Qualification Requirement	Registration Requirement	Experience Requirement
L2	Topographical Survey	A minimum NQF level 7 qualification in Geomatics or in Geoinformatics or in Land Surveying	Registration as a Professional Land Surveyor with the South African Geomatics Council (SAGC).	More than 6 years post-registration experience.
M: RISK				
M1	Risk Management Professional	A minimum NQF level 7 qualification in Risk Management or in any B Degree or B Tech degree in the field of Engineering and Construction	Registration as a Professional Risk Practitioner / Professional Risk Specialist with the Institute of Risk Management South Africa (IRMSA)	More than 5 years post-registration experience

Index of documentation attached to this schedule:
Please see SCHEDULE A including Notes to Schedule

A.....

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T2.2-07 Proposed Sub Consultants:

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

Provide information of the Sub-consultants below:

	Name of proposed Sub-consultants	Proposed Sub-consultant: National Treasury Central Supplier Database Registration Number	Nature and extent of work	B-BBEEE Certificates or Sworn Affidavit attached to this schedule? Yes/No	Amount of work sub-consulted in Rands (excl. 15% Vat)	Percentage (%) of the sub-consulted amount in terms of the tendered total of the prices.
1.						
2.						
3.						
4.						
5.						
7.						

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).

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T2.2-09: Domestic prominent influential persons (DPIP) or foreign prominent public officials (FPPO)

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

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

As per the Transnet Domestic Prominent Influential Persons (DPIP) and Foreign Prominent Public Officials (FPPO) and Related Individuals Policy available on Transnet website <https://www.transnet.net/search/pages/results.aspx?k=FPIDP#k=DPIP>,

Respondents are required to disclose any commercial relationship with a DPIP or FPPO (as defined in the Policy) by completing the following section:

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The below form contains personal information as defined in the Protection of Personal Information Act, 2013 (the "Act"). By completing the form, the signatory consents to the processing of her/his personal information in accordance with the requirements of the Act. Consent cannot unreasonably be withheld.

Is the Respondent*(Complete with a "Yes" or "No")*

A DPIP/FPPO		Closely Related to a DPIP/FPPO		Closely Associated to a DPIP/FPPO	
--------------------	--	---------------------------------------	--	--	--

List all known business interests, in which a DPIP/FPPO may have a direct/indirect interest or significant participation or involvement.

	Name of Entity / Business	Role in the Entity Business (Nature of interest/ Participation)	Shareholding %	Registration Number	Status (Mark applicable with an X) the option	

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

All Returnable Sections, as indicated in the header and footer of the relevant pages, must be signed, stamped and dated by the Respondent.

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T2.2-10 : ANNEX G Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

In the case of a Joint Venture or Consortium 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 member of a Joint Venture and be attached as a tender requirement.

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

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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

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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).
- Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.

1.2 Either the 80/20 or 90/10 preference point system will apply

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:

DESCRIPTION	POINTS
PRICE	80/90
B-BBEE Status Level of Contributor 1 or 2	20/10
Non-compliant and/or B-BBEE Level 3-8 contributors	00

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Total points for Price and Specific Goals must not exceed

100

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

2. DEFINITIONS

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the supply/provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **"EME"** means an Exempted Micro Enterprise as defined 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;

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- 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::

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

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

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

4.3 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.

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

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

5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contribution: . =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(*Tick applicable box*)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

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

(*Tick applicable box*)

YES	☐	NO	☐
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8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

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

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WITNESSES 1. 2.	 SIGNATURE(S) OF BIDDERS(S) DATE:
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BIDDER’S DISCLOSURE

SBD 4.

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.

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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,

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communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 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

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.

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COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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T2.2-11 NON-DISCLOSURE AGREEMENT

[..... 2024]



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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.

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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;

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- 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,

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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.

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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

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exercise or the exercise of any right, power or privilege under this Agreement or otherwise.

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

Signed

Date

Name

Position

Tenderer

T2.2-12: TENDER DECLARATION FORM

NAME OF COMPANY: _____

We _____ do hereby certify that:

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

[Respondent to indicate if this section is not applicable]

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

Indicate nature of relationship with Transnet:

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

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

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

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

IMPORTANT NOTICE TO RESPONDENTS

- Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of tenders exceeding R5,000,000.00 (five million S.A. Rand) in value. Should a Respondent have any material concern regarding an tender process which meets this value

threshold, a complaint may be lodged with Transnet's Procurement Ombudsman for further investigation.

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

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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 TENDERER

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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.

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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

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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 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: 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)			

TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: **TNPA/2023/12/0024/51741/RFP**

DESCRIPTION OF THE SERVICES: FRAMEWORK AGREEMENT FOR PROFESSIONAL SERVICES CONTRACT FOR PROJECT MANAGEMENT, ENGINEERING, PROJECT SUPPORT AND GEOSPATIAL SERVICES ON "AS-AND-WHEN" REQUIRED BASIS FOR A DURATION OF THREE (3) YEARS FOR ALL PORTS IN TRANSNET NATIONAL PORTS AUTHORITY

T2.2-18: Forms of Securities

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 is acceptable to Transnet. Issuers need to be verified for acceptance by Transnet before a performance bond is issued.

TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: **TNPA/2023/12/0024/51741/RFP**

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

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

Transnet SOC Ltd

C/o Transnet **National Ports Authority**

Transnet Corporate Centre

138 Eloff Street

Braamfontein

Johannesburg

2000

Date:

Dear Sirs,

Performance Bond for Contract No. TNPA/2023/12/0024/51741/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

Framework Agreement for Professional Services Contract for Project Management, Engineering, Project Support and Geospatial Services On "As-And-When" Required Basis for A Duration Of Three (3) Years For All Ports In Transnet National Ports Authority (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:



TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: **TNPA/2023/12/0024/51741/RFP**

DESCRIPTION OF THE SERVICES: FRAMEWORK AGREEMENT FOR PROFESSIONAL SERVICES CONTRACT FOR PROJECT MANAGEMENT, ENGINEERING, PROJECT SUPPORT AND GEOSPATIAL SERVICES ON "AS-AND-WHEN" REQUIRED BASIS FOR A DURATION OF THREE (3) YEARS FOR ALL PORTS IN TRANSNET NATIONAL PORTS AUTHORITY

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 _____ 201_

TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: **TNPA/2023/12/0024/51741/RFP**

DESCRIPTION OF THE SERVICES: FRAMEWORK AGREEMENT FOR PROFESSIONAL SERVICES CONTRACT FOR PROJECT MANAGEMENT, ENGINEERING, PROJECT SUPPORT AND GEOSPATIAL SERVICES ON "AS-AND-WHEN" REQUIRED BASIS FOR A DURATION OF THREE (3) YEARS FOR ALL PORTS IN TRANSNET NATIONAL PORTS AUTHORITY

Signature(s)

Name(s) (printed)

Position in Guarantor company

Signature of Witness(s)

Name(s) (printed)

T2.2-20: Three (3) years financial statements

Attached to this schedule is the last three (3) years audited or independently reviewed financial statements of the single tenderer/ members of the Joint Venture/ Consortium. Where an entity is required by law, or where available, then audited financial statements shall be provided.

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

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TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: **TNPA/2023/12/0024/51741/RFP**

DESCRIPTION OF THE SERVICES: FRAMEWORK AGREEMENT FOR PROFESSIONAL SERVICES CONTRACT FOR PROJECT MANAGEMENT, ENGINEERING, PROJECT SUPPORT AND GEOSPATIAL SERVICES ON "AS-AND-WHEN" REQUIRED BASIS FOR A DURATION OF THREE (3) YEARS FOR ALL PORTS IN TRANSNET NATIONAL PORTS AUTHORITY

T2.2- 21 SUPPLIER DECLARATION FORM

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

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

General Terms and Conditions:

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

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

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

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

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DESCRIPTION OF THE SERVICES: FRAMEWORK AGREEMENT FOR PROFESSIONAL SERVICES CONTRACT FOR PROJECT MANAGEMENT, ENGINEERING, PROJECT SUPPORT AND GEOSPATIAL SERVICES ON "AS-AND-WHEN" REQUIRED BASIS FOR A DURATION OF THREE (3) YEARS FOR ALL PORTS IN TRANSNET NATIONAL PORTS AUTHORITY

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

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

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

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

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

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

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

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

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

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

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

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

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SUPPLIER DECLARATION FORM

Supplier Declaration Form

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

CSD Number (MAAA xxxxxxx):

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

Did your company previously operate under another name?				Yes		No	
If YES state the previous details below:							
Trading Name							
Registered Name							
Company Registration No Or ID No If a Sole Proprietor							

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Form of Entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor
	Non-profit (NPO's or NPC)	Personal Liability Co	State Owned Co	National Govt	Provincial Govt	Local Govt
	Educational Institution	Specialised Profession	Financial Institution	Joint Venture	Foreign International	Foreign Branch Office

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

Company Banking Details	Bank Name	
Universal Branch Code	Bank Account Number	

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

Company Contact Person Name	
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Designation	
Telephone	
Email	

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

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

Does your company have a valid proof of B-BBEE status?						Yes		No						
Please indicate your Broad Based BEE status (Level 1 to 9)						1	2	3	4	5	6	7	8	9
Majority Race of Ownership														
% Black Ownership		% Black Women Ownership		% Black Disabled person(s) Ownership		% Black Youth Ownership								
% Black Unemployed		% Black People Living in Rural Areas		% Black Military Veterans										
Please Note: Please provide proof of B-BBEE status as per Appendix C and D: Large Enterprise and QSEs with less than 51% black ownership need to obtain a B-BBEE certificate and detailed scorecard from an accredited rating agency;														

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

Supplier Development Information Required	
EMPOWERING SUPPLIER An Empowering Supplier is a B-BBEE compliant Entity which complies with at least three criteria if it is a large Entity, or one criterion if it is a Qualifying Small Enterprise ("QSE"), as detailed in Statement 400 of the New Codes. In terms of the requirements of an Empowering Supplier, numerous companies found it challenging to meet the target of 25% transformation of raw materials or beneficiation including local manufacturing, particularly so, if these companies imported goods or products from offshore. The matter was further compounded by the requirement for 25% of Cost of Sales, excluding labour cost and depreciation, to be procured from local producers or suppliers.	YES ☐ NO ☐
FIRST TIME SUPPLIER A supplier that we haven't as yet Traded within Transnet and will be registered via our database for the 1st time.	YES ☐ NO ☐
SUPPLIER DEVELOPMENT PLAN	YES ☐ NO ☐

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Supplier Development Plan is a plan that when we as Transnet award a supplier a long term contract depending on the complexity of the Transaction. We will negotiate supplier development obligations that they must meet throughout the contract duration. e.g. we might request that they (create jobs or do skills development or encourage procurement from designated groups. (BWO, BYO & BDO etc.).	
DEVELOPMENT PLAN DOCUMENT Agreed plan that will be crafted with the supplier in regards to their development (It could be for ED OR SD in terms of their developmental needs they may require with the company.	YES ☐ NO ☐ *If Yes- Attach supporting documents
ENTERPRISE DEVELOPMENT BENEFICIARY A supplier that is not as yet in our value chain that we are assisting in their developmental area.	YES ☐ NO ☐
SUPPLIER DEVELOPMENT BENEFICIARY A supplier that we are already doing business with or transacting with and we are also assisting them assisting them in their developmental area e.g. (They might require training or financial assistance etc.)	YES ☐ NO ☐
GRADUATION FROM ED TO SD BENEFICIARY When a supplier that we assisted with as an ED beneficiary then gets awarded a business and we start Transacting with.	YES ☐ NO ☐
ENTERPRISE DEVELOPMENT RECIPIENT A supplier that isn't in our value chain as yet but we have assisted them with an ED intervention	YES ☐ NO ☐

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

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APPENDIX B

Affidavit or Solemn Declaration as to VAT registration status

Affidavit or Solemn Declaration

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

Signature:

Designation:

Date:

Commissioner of Oaths

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

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

Commissioner of Oaths

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APPENDIX C

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.

2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	

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Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"
Definition of "Black Designated Groups"	Black Designated Groups means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"

3. I hereby declare under Oath that:

- The Enterprise is _____% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:

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- Black Youth % = _____%
- Black Disabled % = _____%
- Black Unemployed % = _____%
- Black People living in Rural areas % = _____%
- Black Military Veterans % = _____%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was

between

R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),

- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

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

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

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

Deponent Signature

.....

Date

.....

Commissioner of Oaths

Signature & stamp

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APPENDIX D

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE – GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	

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Nature of Business:	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"
Definition of "Black Designated Groups"	"Black Designated Groups means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"

3. I hereby declare under Oath that:

- The Enterprise is _____% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

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

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

- I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.
- The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature

.....

Date

.....

Commissioner of Oaths

Signature & stamp

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VENDOR REGISTRATION DOCUMENTS CHECKLIST

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

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

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9. BBBEE certificate and detailed scorecard from a SANAS Accredited Verification Agency and/or Sworn Certified Affidavit.		
10. Central Supplier Database (CSD) Summary Registration Report.		

T2.2-22 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 _____ 2023

Name: _____

Title: _____

Signature: _____

Insert name of Service Provider

(Operator)

Authorised signatory for and on behalf

(Insert name of Service Provider) who warrants that he/she is duly authorised to sign this Agreement.

AS WITNESSES:

1. Name: _____ Signature: _____

2. Name: _____ Signature: _____

C1.1 FORM OF OFFER & ACCEPTANCE – CENTRAL REGION

Offer

The *Employer*, identified in the Acceptance signature block, has solicited offers to enter into a Framework Contract for the provision of multi-disciplinary services and project support services for infrastructure projects.

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

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

Group No	Group Name	Price
A	Industrial Relations Group price brought forward from C2.2.1	R
	Mark-up on Disbursements brought forward from C2.2.3 Table C.	R
	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)	
B	Communication Management & Training Group price brought forward from C2.2.1	R
	Mark-up on Disbursements brought forward from C2.2.3 Table C.	R
	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)	



TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2023/12/0024/51741/RFP

DESCRIPTION OF THE SERVICES: FRAMEWORK AGREEMENT FOR PROFESSIONAL SERVICES CONTRACT FOR PROJECT MANAGEMENT, ENGINEERING, PROJECT SUPPORT AND GEOSPATIAL SERVICES ON AN "AS AND WHEN" REQUIRED BASIS FOR A DURATION OF THREE (3) YEARS FOR ALL PORTS IN TRANSNET NATIONAL PORTS AUTHORITY

Group No	Group Name	Price
C	Contract Management Group price brought forward from C2.2.1	R
	Mark-up on Disbursements brought forward from C2.2.3 Table C.	R
	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)	
D1	Project Construction Management Group price brought forward from C2.2.1	R
	Project Construction Management price brought forward from C2.2.2 B1- Table 1.	R
	Mark-up on Disbursements brought forward from C2.2.3 Table C.	R
	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
D2	Project Controls Group price brought forward from C2.2.1	R
	Project Controls price brought forward from C2.2.2 B2 – Table 6.	
	Mark-up on Disbursements brought forward from C2.2.3 Table C.	R
	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)	



TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2023/12/0024/51741/RFP

DESCRIPTION OF THE SERVICES: FRAMEWORK AGREEMENT FOR PROFESSIONAL SERVICES CONTRACT FOR PROJECT MANAGEMENT, ENGINEERING, PROJECT SUPPORT AND GEOSPATIAL SERVICES ON AN "AS AND WHEN" REQUIRED BASIS FOR A DURATION OF THREE (3) YEARS FOR ALL PORTS IN TRANSNET NATIONAL PORTS AUTHORITY

Group No	Group Name	Price
E	Environmental Management Group price brought forward from C2.2.1.	R
	Mark-up on Disbursements brought forward from C2.2.3 Table C.	R
	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)	
F1	Construction Health & Safety Group (excluding CHSA) price brought forward from C2.2.1.	R
	Mark-up on Disbursements brought forward from C2.2.3 Table C.	R
	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)	
F2	Construction Health & Safety AGENT Group price brought forward from C2.2.1.	R
	Construction Health & Safety AGENT Group price brought forward from C2.2.2 B3 – Table 11.	R
	Mark-up on Disbursements brought forward from C2.2.3 Table C.	R
	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)	



TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2023/12/0024/51741/RFP

DESCRIPTION OF THE SERVICES: FRAMEWORK AGREEMENT FOR PROFESSIONAL SERVICES CONTRACT FOR PROJECT MANAGEMENT, ENGINEERING, PROJECT SUPPORT AND GEOSPATIAL SERVICES ON AN "AS AND WHEN" REQUIRED BASIS FOR A DURATION OF THREE (3) YEARS FOR ALL PORTS IN TRANSNET NATIONAL PORTS AUTHORITY

Group No	Group Name	Price
G	Quality Group price brought forward from C2.2.1.	R
	Mark-up on Disbursements brought forward from C2.2.3 Table C.	R
	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)	
H	Procurement Group price brought forward from C2.2.1	R
	Mark-up on Disbursements brought forward from C2.2.3 Table C.	R
	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)	
I	Geotechnical Engineering Group price brought forward from C2.2.1.	R
	Mark-up on Disbursements brought forward from C2.2.3 Table C.	R
	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)	
J	De-salination Group price brought forward from C2.2.1.	R
	Mark-up on Disbursements brought forward from C2.2.3 Table C.	R
	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)	

DESCRIPTION OF THE SERVICES: FRAMEWORK AGREEMENT FOR PROFESSIONAL SERVICES CONTRACT FOR PROJECT MANAGEMENT, ENGINEERING, PROJECT SUPPORT AND GEOSPATIAL SERVICES ON AN "AS AND WHEN" REQUIRED BASIS FOR A DURATION OF THREE (3) YEARS FOR ALL PORTS IN TRANSNET NATIONAL PORTS AUTHORITY

Group No	Group Name	Price
K	Chemical Engineering Group price brought forward from C2.2.1.	R
	Mark-up on Disbursements brought forward from C2.2.3 Table C.	R
	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)	
L	Geomatics Group price brought forward from C2.2.1.	R
	Mark-up on Disbursements brought forward from C2.2.3 Table C.	R
	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)	
M	Risk Group price brought forward from C2.2.1.	R
	Mark-up on Disbursements brought forward from C2.2.3 Table C.	R
	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.

The offer tendered herewith is for purposes of evaluation only and does not reflect the value of any appointment. The rates and/ or percentages tendered in the Pricing Schedules (C.2.2.1, C.2.2.2 and C.2.2.3) will be used for evaluation purposes.



TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2023/12/0024/51741/RFP

DESCRIPTION OF THE SERVICES: FRAMEWORK AGREEMENT FOR PROFESSIONAL SERVICES CONTRACT FOR PROJECT MANAGEMENT, ENGINEERING, PROJECT SUPPORT AND GEOSPATIAL SERVICES ON AN "AS AND WHEN" REQUIRED BASIS FOR A DURATION OF THREE (3) YEARS FOR ALL PORTS IN TRANSNET NATIONAL PORTS AUTHORITY

Signature(s)

Name(s)

Capacity

**for the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Acceptance

By signing this part of this Form of Offer and Acceptance, the *Employer* identified below accepts the tenderer's Offer for evaluation purposes. The rates and percentages tendered in the Pricing Schedule will form the basis of any further Work Package orders, and not the total of prices contained in the Form of Offer.

In consideration thereof, the *Employer* shall pay the *Consultant* the amount due in accordance with the *conditions of contract* identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the *Employer* and the tenderer in respect of the rates and percentages tendered, and 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.



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DESCRIPTION OF THE SERVICES: FRAMEWORK AGREEMENT FOR PROFESSIONAL SERVICES CONTRACT FOR PROJECT MANAGEMENT, ENGINEERING, PROJECT SUPPORT AND GEOSPATIAL SERVICES ON AN "AS AND WHEN" REQUIRED BASIS FOR A DURATION OF THREE (3) YEARS FOR ALL PORTS IN TRANSNET NATIONAL PORTS AUTHORITY

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

Signature(s)

Name(s)

Capacity

**for the
Employer:**

Transnet SOC (Ltd)

Name &
signature of
witness

Date

DESCRIPTION OF THE SERVICES: FRAMEWORK AGREEMENT FOR PROFESSIONAL SERVICES CONTRACT FOR PROJECT MANAGEMENT, ENGINEERING, PROJECT SUPPORT AND GEOSPATIAL SERVICES ON AN "AS AND WHEN" REQUIRED BASIS FOR A DURATION OF THREE (3) YEARS FOR ALL PORTS IN TRANSNET NATIONAL PORTS AUTHORITY

Schedule of Deviations

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

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

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



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DESCRIPTION OF THE SERVICES: FRAMEWORK AGREEMENT FOR PROFESSIONAL SERVICES CONTRACT FOR PROJECT MANAGEMENT, ENGINEERING, PROJECT SUPPORT AND GEOSPATIAL SERVICES ON AN "AS AND WHEN" REQUIRED BASIS FOR A DURATION OF THREE (3) YEARS FOR ALL PORTS IN TRANSNET NATIONAL PORTS AUTHORITY

	For the <i>tenderer</i>:	For the <i>Employer</i>
Signature	_____	_____
Name	_____	_____
Capacity	_____	_____
On behalf of	<i>(Insert name and address of organisation)</i>	Transnet SOC (Ltd)
Name & signature of witness	_____	_____
Date	_____	_____

C1.1 FORM OF OFFER & ACCEPTANCE EASTERN REGION

Offer

The *Employer*, identified in the Acceptance signature block, has solicited offers to enter into a Framework Contract for the provision of multi-disciplinary services and project support services for infrastructure projects.

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

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

Group No	Group Name	Price
A	Industrial Relations Group price brought forward from C2.2.1	R
	Mark-up on Disbursements brought forward from C2.2.3 Table C.	R
	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)	
B	Communication Management & Training Group price brought forward from C2.2.1	R
	Mark-up on Disbursements brought forward from C2.2.3 Table C.	R
	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)	



TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2023/12/0024/51741/RFP

DESCRIPTION OF THE SERVICES: FRAMEWORK AGREEMENT FOR PROFESSIONAL SERVICES CONTRACT FOR PROJECT MANAGEMENT, ENGINEERING, PROJECT SUPPORT AND GEOSPATIAL SERVICES ON AN "AS AND WHEN" REQUIRED BASIS FOR A DURATION OF THREE (3) YEARS FOR ALL PORTS IN TRANSNET NATIONAL PORTS AUTHORITY

Group No	Group Name	Price
C	Contract Management Group price brought forward from C2.2.1	R
	Mark-up on Disbursements brought forward from C2.2.3 Table C.	R
	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)	
D1	Project Construction Management Group price brought forward from C2.2.1	R
	Project Construction Management price brought forward from C2.2.2 B1- Table 1.	R
	Mark-up on Disbursements brought forward from C2.2.3 Table C.	R
	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)	
D2	Project Controls Group price brought forward from C2.2.1	R
	Project Controls price brought forward from C2.2.2 B2 – Table 6.	
	Mark-up on Disbursements brought forward from C2.2.3 Table C.	R
	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)	



TRANSNET NATIONAL PORTS AUTHORITY

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DESCRIPTION OF THE SERVICES: FRAMEWORK AGREEMENT FOR PROFESSIONAL SERVICES CONTRACT FOR PROJECT MANAGEMENT, ENGINEERING, PROJECT SUPPORT AND GEOSPATIAL SERVICES ON AN "AS AND WHEN" REQUIRED BASIS FOR A DURATION OF THREE (3) YEARS FOR ALL PORTS IN TRANSNET NATIONAL PORTS AUTHORITY

Group No	Group Name	Price
E	Environmental Management Group price brought forward from C2.2.1.	R
	Mark-up on Disbursements brought forward from C2.2.3 Table C.	R
	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)	
F1	Construction Health & Safety Group (excluding CHSA) price brought forward from C2.2.1.	R
	Mark-up on Disbursements brought forward from C2.2.3 Table C.	R
	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)	
F2	Construction Health & Safety AGENT Group price brought forward from C2.2.1.	R
	Construction Health & Safety AGENT Group price brought forward from C2.2.2 B3 – Table 11.	R
	Mark-up on Disbursements brought forward from C2.2.3 Table C.	R
	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)	



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Group No	Group Name	Price
G	Quality Group price brought forward from C2.2.1.	R
	Mark-up on Disbursements brought forward from C2.2.3 Table C.	R
	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)	
H	Procurement Group price brought forward from C2.2.1	R
	Mark-up on Disbursements brought forward from C2.2.3 Table C.	R
	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)	
I	Geotechnical Engineering Group price brought forward from C2.2.1.	R
	Mark-up on Disbursements brought forward from C2.2.3 Table C.	R
	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)	



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Group No	Group Name	Price
J	De-salination Group price brought forward from C2.2.1.	R
	Mark-up on Disbursements brought forward from C2.2.3 Table C.	R
	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)	
K	Chemical Engineering Group price brought forward from C2.2.1.	R
	Mark-up on Disbursements brought forward from C2.2.3 Table C.	R
	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)	
L	Geomatics Group price brought forward from C2.2.1.	R
	Mark-up on Disbursements brought forward from C2.2.3 Table C.	R
	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)	



TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2023/12/0024/51741/RFP

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Group No	Group Name	Price
M	Risk Group price brought forward from C2.2.1.	R
	Mark-up on Disbursements brought forward from C2.2.3 Table C.	R
	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.

The offer tendered herewith is for purposes of evaluation only and does not reflect the value of any appointment. The rates and/ or percentages tendered in the Pricing Schedules (C.2.2.1, C.2.2.2 and C.2.2.3) will be used for evaluation purposes.

Signature(s)

Name(s)

Capacity

**for the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Acceptance

By signing this part of this Form of Offer and Acceptance, the *Employer* identified below accepts the tenderer's Offer for evaluation purposes. The rates and percentages tendered in the Pricing Schedule will form the basis of any further Work Package orders, and not the total of prices contained in the Form of Offer.

In consideration thereof, the *Employer* shall pay the *Consultant* the amount due in accordance with the *conditions of contract* identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the *Employer* and the tenderer in respect of the rates and percentages tendered, and 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.



TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2023/12/0024/51741/RFP

DESCRIPTION OF THE SERVICES: FRAMEWORK AGREEMENT FOR PROFESSIONAL SERVICES CONTRACT FOR PROJECT MANAGEMENT, ENGINEERING, PROJECT SUPPORT AND GEOSPATIAL SERVICES ON AN "AS AND WHEN" REQUIRED BASIS FOR A DURATION OF THREE (3) YEARS FOR ALL PORTS IN TRANSNET NATIONAL PORTS AUTHORITY

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

Signature(s)

Name(s)

Capacity

**for the
Employer:**

Transnet SOC (Ltd)

Name &
signature of
witness

Date

Schedule of Deviations

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

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

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



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DESCRIPTION OF THE SERVICES: FRAMEWORK AGREEMENT FOR PROFESSIONAL SERVICES CONTRACT FOR PROJECT MANAGEMENT, ENGINEERING, PROJECT SUPPORT AND GEOSPATIAL SERVICES ON AN "AS AND WHEN" REQUIRED BASIS FOR A DURATION OF THREE (3) YEARS FOR ALL PORTS IN TRANSNET NATIONAL PORTS AUTHORITY

For the *tenderer*:

For the *Employer*

Signature

Name

Capacity

On behalf
of

(Insert name and address of organisation)

Transnet SOC (Ltd)

Name &
signature
of witness

Date

C1.1 FORM OF OFFER & ACCEPTANCE WESTERN REGION

Offer

The *Employer*, identified in the Acceptance signature block, has solicited offers to enter into a Framework Contract for the provision of multi-disciplinary services and project support services for infrastructure projects.

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

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

Group No	Group Name	Price
A	Industrial Relations Group price brought forward from C2.2.1	R
	Mark-up on Disbursements brought forward from C2.2.3 Table C.	R
	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)	
B	Communication Management & Training Group price brought forward from C2.2.1	R
	Mark-up on Disbursements brought forward from C2.2.3 Table C.	R
	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)	



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Group No	Group Name	Price
C	Contract Management Group price brought forward from C2.2.1	R
	Mark-up on Disbursements brought forward from C2.2.3 Table C.	R
	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)	
D1	Project Construction Management Group price brought forward from C2.2.1	R
	Project Construction Management price brought forward from C2.2.2 B1- Table 1.	R
	Mark-up on Disbursements brought forward from C2.2.3 Table C.	R
	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
D2	Project Controls Group price brought forward from C2.2.1	R
	Project Controls price brought forward from C2.2.2 B2 – Table 6.	
	Mark-up on Disbursements brought forward from C2.2.3 Table C.	R
	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)	



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Group No	Group Name	Price
E	Environmental Management Group price brought forward from C2.2.1.	R
	Mark-up on Disbursements brought forward from C2.2.3 Table C.	R
	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)	
F1	Construction Health & Safety Group (excluding CHSA) price brought forward from C2.2.1.	R
	Mark-up on Disbursements brought forward from C2.2.3 Table C.	R
	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)	
F2	Construction Health & Safety AGENT Group price brought forward from C2.2.1.	R
	Construction Health & Safety AGENT Group price brought forward from C2.2.2 B3 – Table 11.	R
	Mark-up on Disbursements brought forward from C2.2.3 Table C.	R
	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)	



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Group No	Group Name	Price
G	Quality Group price brought forward from C2.2.1.	R
	Mark-up on Disbursements brought forward from C2.2.3 Table C.	R
	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)	
H	Procurement Group price brought forward from C2.2.1	R
	Mark-up on Disbursements brought forward from C2.2.3 Table C.	R
	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)	
I	Geotechnical Engineering Group price brought forward from C2.2.1.	R
	Mark-up on Disbursements brought forward from C2.2.3 Table C.	R
	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)	



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Group No	Group Name	Price
J	De-salination Group price brought forward from C2.2.1.	R
	Mark-up on Disbursements brought forward from C2.2.3 Table C.	R
	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)	
K	Chemical Engineering Group price brought forward from C2.2.1.	R
	Mark-up on Disbursements brought forward from C2.2.3 Table C.	R
	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)	
L	Geomatics Group price brought forward from C2.2.1.	R
	Mark-up on Disbursements brought forward from C2.2.3 Table C.	R
	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)	



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Group No	Group Name	Price
M	Risk Group price brought forward from C2.2.1.	R
	Mark-up on Disbursements brought forward from C2.2.3 Table C.	R
	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.

The offer tendered herewith is for purposes of evaluation only and does not reflect the value of any appointment. The rates and/ or percentages tendered in the Pricing Schedules (C.2.2.1, C.2.2.2 and C.2.2.3) will be used for evaluation purposes.

Signature(s)

Name(s)

Capacity

**for the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Acceptance

By signing this part of this Form of Offer and Acceptance, the *Employer* identified below accepts the tenderer's Offer for evaluation purposes. The rates and percentages tendered in the Pricing Schedule will form the basis of any further Work Package orders, and not the total of prices contained in the Form of Offer.

In consideration thereof, the *Employer* shall pay the *Consultant* the amount due in accordance with the *conditions of contract* identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the *Employer* and the tenderer in respect of the rates and percentages tendered, and 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.



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

Signature(s)

Name(s)

Capacity

**for the
Employer:**

Transnet SOC (Ltd)

Name &
signature of
witness

Date

Schedule of Deviations

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

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

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



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For the *tenderer*:

For the *Employer*

Signature

Name

Capacity

On behalf
of

(Insert name and address of organisation)

Transnet SOC (Ltd)

Name &
signature
of witness

Date

PART C2: PRICING DATA – CENTRAL REGION

Document reference	Title	Page No
C2.1.1	Pricing instructions: Option A	8
C2.1.2	Pricing instructions: Option E	9
C2.1.3	Pricing instructions: Option G	12
C2.1.4	Expenses: Site based staff	12
C2.2.1	Pricing Schedule: Hourly Rates	14
C2.2.2	Pricing Schedule: Percentage based fees	21
C2.2.3	Pricing Schedule: Disbursements Mark up	27

C2.1 Pricing Assumptions & Instructions:

1. This tender to establish three Regional Framework Contract includes Options A, E and G. Depending on the specifics of the Task Order to be issued once the Framework is established, Option A, E or G will be selected by Transnet. *Consultants* appointed to the Framework will be requested to price the specific Scope of Work to be issued in a second stage using the rates or percentages tendered in this tender, or better.
2. This tender to establish the Framework Contract does not include an Activity Schedule. Pursuant to the establishment of the Framework, an Activity Schedule will be issued at the point that pricing for specific assignments is requested where Option A is applicable. Rates or percentages tendered for this tender shall be used by the Framework *Consultant* to price the specific scope of the Work Package under options A, E or G.
3. The financial offer score (points for price) shall be derived from a Transnet simulation of estimated manhours, expenses and other costs utilising rates, factors and percentages provided by the tenderer.
4. Financial evaluation will be undertaken on a Group basis – in terms of the Groups defined in T2.2-06 which are aligned with the Groups in C2.2.1 (below).
5. Estimates (by Transnet) of manhours, expenses and other costs included in this simulation will be uniform for all tenderers and are only for purpose of conducting evaluations of tenders. The hours and disbursements set out in C2.2.1 are not in any way related to any future Task order.
6. The total of prices will be a combination of hours allocated to all hourly rates tendered in C2.2.1 (Section A), percentages tendered against specific project values - C2.2.2 - (Section B) and the disbursement markup tendered – C2.2.3 - (section C).
7. A competitive price on a "group" basis comprising hourly rates, percentages (where applicable to a discipline) and disbursement markups tendered will therefore be required for a tenderer to be competitive amongst their peers.

8. Tenderers responding to the PROJECT AND CONSTRUCTION MANAGEMENT GROUP (Group D1), shall price the relevant section of C2.2.1. (A) and section C2.2.2 table B1 – with tables 1 to 5.
9. Tenderers responding to the PROJECT CONTROLS GROUP (Group D2), shall price the relevant section of C2.2.1. (A) **and** section C2.2.2 table B2 – with tables 6 to 10.
10. Tenderers responding to the CONSTRUCTION HEALTH & SAFETY GROUP (Group F2) , shall price the relevant section of C2.2.1. (A) **and** section C2.2.2 table B3 with tables 11 to 15.
11. Tenderers responding to the ENVIRONMENTAL GROUP (Group E), are only required to submit one rate for the specialists. Notwithstanding, they may submit CV's for any of the specialists. Whenever a specialist is required, the tendered rate will be utilized for remuneration, irrespective of which specialist is required. Where more than one specialist is required the tendered rate will be applied to each of the specialists.
12. All Tenderers responding to any group or combination of groups shall also price Section C2.2.3 table C.
13. Unless stated otherwise in the pricing schedule, tendered rates shall be in respect of staff that fulfil the requirements of the eligibility criteria set out in **Schedule B** of form T2.2-06 (mandatory returnable – eligibility criteria).
14. The minimum response from a tenderer is a submission in respect of a group of disciplines.
15. Failure to respond to all disciplines in a Group will result in the tender being considered non-responsive and will not be evaluated further. Tenderers shall tender a rate for every line item within a Group set out in **Section A** (hourly rates).
16. A tenderer may respond to one or more Groups, but when responding to a Group must return a response to **all disciplines** in that Group.
17. Values determined from sections C2.2.1 A1, B and C will be used for evaluation purposes only. When a specific project is identified that requires resources, an option A, E or G will be selected,

and the framework *consultant* will be approached to submit a price for the scope for the specific project. Tenderers may not price task orders at rates/ percentages higher than that tendered in this tender but may offer lower rates/ percentages to remain competitive in the second stage.

18. Rates requested in C2.2.1 A2 are "Rates Only" and do not make up the tendered price – i.e. are not carried forward to the Form of Offer.

19. Transnet National Port Authority operates in the following Ports, which are located in "Regions" as indicated below.

- a. Eastern Region
 - i. Port of Richards Bay
 - ii. Port of Durban (defined office)
- b. Central Region
 - i. Port of East London
 - ii. Port Elizabeth (defined office)
 - iii. Port of Ngqura
- c. Western Region
 - i. Port of Mossel Bay
 - ii. Port of Cape Town (defined office)
 - iii. Port of Saldanha
 - iv. Port Nolloth
 - v. Port of BoegoeBaai

20. Tenderers are required to select which region they wish to be considered for by submitting a resource /CV in a region in Schedule A in Form T2.2-06.

21. Notwithstanding one tender process, three regional frameworks will be created. Each Regional Framework will comprise sub-frameworks at a Group Level.

22. Disbursements for travel and accommodation will not be paid where an appointment is made for a project within the region in which the Framework is located. Where a tenderer assembles resources to constitute a complete set of disciplines to make up a Group, and those resources

are secured through a subcontract relationship, then those resources shall not be considered as disbursements and a markup on those subcontractors shall not be permitted.

23. Where a task order is issued following a secondary stage procurement and completion of that task requires additional specialist resources, a consultant may place a markup at a percentage not exceeding the percentage tendered. The cost of the specialist resources or other disbursements required to complete a task order shall be approved by the *Project Manager* prior to approval of the Task Order.
24. Where a resource/ discipline does not exist on a Regional Framework, Transnet reserves the right to procure a resource/ discipline from one of the other Regional Frameworks. Where a resource/ discipline is procured from one of the other regional frameworks, reasonable disbursements for travel and accommodation will be paid as defined in the contract data.
25. The staff rates are the prices charged for staff and shall include for all the costs to the *Consultant*, including basic salary, any additional payments or benefits and social costs, overhead charges incurred as part of normal business operations including the cost of management, as well as payments to administrative, clerical and secretarial staff used to support professional and technical staff in general and including the costs of mentoring and training as stipulated in the Contract Participation goal.
26. The staff rates offered by the *Consultant* are deemed to include the total cost of employment of a person at the amounts applicable to such a person at the time when the services are rendered, including basic salary, or a nominal market related salary, fringe benefits not reflected in the basic salary, including normal annual bonus; Employer's contribution to medical aid; group life insurance premiums borne by the Consultant; the Consultant's contribution to a pension or provident fund; and all other benefits or allowances payable in terms of a letter of appointment, including any transportation allowance or company vehicle benefits, telephone and / or computer allowances, etc; and amounts payable in terms of an Act. All benefits and any other costs borne by the consultant shall be carried by the consultant and included for in the rate. Costs that are not defined shall be included in the rate and Transnet SOC shall not cover newly introduced costs other than the rates and defined items within this document.

27. Staff rates are based on a 40-hour working week and include all burdens included in 18 and 19 above and staff "total cost to company" rates are amortized within the 40-hour week over a 12-month period.

28. The contractor shall achieve in the performance of the contract the Contract Skills Development Goals (CSDG) established in the CIDB Standard for Developing Skills through Infrastructure Contracts (published in GN 43495 of 3 July 2020).

29. The CSDG established for this project is 7,5% of the total hours invoiced and paid. "Total hours" means all hours invoiced and paid in respect of ALL appointments made from the Framework.

30. The target for the CSDG is Work Integrated Learners and graduates who are registered as Candidates with one of the built environment professional councils.

31. The Tenderer's rates and percentages provided in Section A, B and C of the pricing schedules below shall allow for all costs of achieving the CSDG. No additional costs shall be considered in achieving the CSDG. Transnet shall have a right of first refusal for seconding its own staff to the Consultant for work integrated learnerships and/ or professional mentorships.

32. Sanction for non-achievement of the CSDG

Low performance damages for failure to achieve the contracted CSDG shall be applicable at the rate of:

$2 \times (\text{Contracted CSDG\%} - \text{Actual CSDG\%}) \times (\text{the highest hourly rate tendered in Schedule A of C2.2.1}).$

Low performance damages will become applicable only once one thousand hours have been invoiced and paid.

33. Payment to the service provider to accommodate Work Integrated Learners and Candidates for Professional Registration:

The tenderer shall allow in his tendered rates/ percentages the cost of accommodating candidates for professional registration (if required).

34. Payment to the service provider for supervision and mentoring of Work Integrated Learners and Candidates for Professional Registration:

The employer shall make no provision for an additional payment item for the payment of the supervisor and/ or mentors for the provision of supervision and mentoring of Candidates for Professional Registration. The service provider shall make provision for these costs in his tendered rates/ percentages.

35. The Employer must be given the opportunity to request a reduction in tendered rates for task orders awarded for periods longer than one month.

36. Approved overtime rates are to be at a rate exclusive of all burdens detailed in item 23 above.

37. The staff rates derived from the Pricing Schedule exclude value added tax.

38. Staff Rates quoted must be *categorised* in line with categories published by the National Department of Public Works (NDPW) for each of the built environment disciplines (a - f below). This does NOT mean that the rates of the NDPW must be utilised- the tenderer is free to tender higher or lower than the NDPW rate.

- a) The Engineering Council of South Africa ECSA scale of categories of Rates, (A, B, C or D).
- b) South African Council for Quantity Surveying Profession (SACQSP).
- c) South African Council for the Project and Construction Management Professions (SACPCMP)
- d) The South African Council for the Natural Scientific Professions,
- e) The Environmental Assessment Practitioners Association,
- f) The South African Geomatics Council,
- g) Or where not defined by a statutory body or registered industry body the definition of the work function shall be approved by the Employers Agent (and Owners Team representative) before any work commences.

39. Payment to a director or member not providing strategic guidance in planning and executing a project (as a defined person in the schedule) or performing quality management checks shall be covered as an overhead in the defined person and the associated rate.

C2.1.1 Pricing Instructions: Option A

How the contract prices work and assessment 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.

Measurement and Payment

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.

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

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.**

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

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.

C2.1.2 Pricing Instructions: Option E

Identified and defined terms	11	
	11.2	(16) The Price for Services Provided to Date is the Time Charge for the work which has been completed.

(19) The Prices are the Time Charge.

The <i>Consultant's</i> obligations	21	
	21.4	The <i>Consultant's</i> prepares forecasts of the total Time Charge and expenses for the whole of the <i>services</i> and submits them to the Employer. Forecasts are prepared at the intervals stated in the Contract Data from the <i>starting date</i> until Completion of the whole of the <i>services</i> . An explanation of the changes made since the previous forecast is submitted with each forecast.

Subcontracting	24	
	24.4	The <i>Consultant</i> submits the proposed contract data for each subcontract for acceptance to the <i>Employer</i> if • An NEC3 contract is proposed and • The <i>Employer</i> instructs the <i>Consultant</i> to make the submission. A reason for not accepting the proposed contract data is that its use will not allow the <i>Consultant</i> to Provide the Services.

Acceleration 34

- 34.4 When the *Employer* accepts a quotation for an acceleration, he changes the Completion Date, the Key Dates and the forecast of the total Time Charged for the whole of the *services* accordingly and accepts the revised programme.

Assessing the 50**amount due**

50.5

Payments for staff whose *staff rate* is stated in the Contract Data in a currency other than the *currency of this contract* are included in the amount due as payments to be made to the *Consultant* in the same currency.

Accounts and 52**records**

52.2

The *Consultant* keeps account and records of his Time Charge and *expenses* and allows the *Employer* to inspect them at any time within working hours.

Implementing 65**compensation events**

65.4

The changes to the forecast amount of the Prices, the Completion Date and the Key Dates are included in the notification implementing a compensation event.

From the core clauses:**Identified and defined terms**

11.2

- (13) The Time Charge is the sum of the products of each of the *staff rates* multiplied by the total staff time appropriate to that rate properly spent on work in this contract.

and

- Assessing the amount due** 50.3 The amount due is:
- the Price for Services Provided to Date,
 - the amount of the *expenses* properly spent by the *Consultant* in Providing the Services and
 - other amounts to be paid to the *Consultant* less amounts to be paid by or retained from the *Consultant*.
- Any tax which the law requires the *Employer* to pay to the *Consultant* is included in the amount due.

Tendering *Consultants* are advised to consult the NEC3 Professional Services Contract (June 2005) Guidance Notes and Flow Charts page 28 before entering *staff rates* into Contract Data, or below.

This is because *staff rates* can be established in one of three ways:

- rates for named staff,
- rates for categories of staff or
- rates related to salaries paid to staff.

Rate adjustment for inflation, will be done by using Option X1: Price adjustment for inflation. See pages 13, 14 and 28 of the Guidance Notes.

Expenses associated with employing a staff member in Providing the Services can be listed separately either by the *Employer* in Contract Data provided by the *Employer* or by the *Consultant* in Contract Data provided by the *Consultant*. As only the *expenses* listed may be claimed by the *Consultant*, all other cost to the *Consultant* associated with providing the Services must be included within the *staff rates*.

Rate adjusted for inflation of *expenses* is explained on page 13 of the Guidance Notes.

C2.1.3 Pricing Instructions: Option G

- 1) The *Consultant* shall be paid under Option G (Term) for services performed where this option is selected at the Task Order stage.

C2.1.4 Reimbursable Expenses

C2.1.4.1 Site-based staff:

Expenses shall be as follows:

- 1) All expenses (disbursements) necessary to Provide the services to complete the work in the Task shall be deemed to be included in the Prices and *staff rates* i.e. the Consultant shall not be reimbursed separately for any *expenses* (disbursements) incurred except where provided for otherwise.
- 2) A subsistence allowance may only be claimed in respect of each night that the *Consultant* is away from his usual place of business within Transnet. Furthermore, the *Consultant* must prove that he has incurred this cost due to this not being his original place of work as stipulated in the task order.
- 3) Travel expenses may only be claimed in respect of the cost of transportation of the *Consultant's* staff from their usual place of business (as stipulated in the task order) to the jobsite outside of the Region in which the *Consultant* is listed on Framework.
- 4) All air travel shall be in accordance with the Transnet Travel Policy and only if this is outside of the Region in which the *Consultant* is listed on the Framework.
- 5) All persons defined in the price list (C2.2) are classified as non-executive and shall travel economy for domestic flights.
- 6) Accommodation means a
 - a) bed and breakfast;
 - b) guest house;
 - c) self catering; or
 - d) hotel having a star rating of 1, 2 or 3

As defined by the Tourism Grading Council of South Africa (see www.tourismgrading.co.za).

Note: A lodge, country house or 4 star or higher star rated hotel is not accommodation. Any stay in such a facility cannot be claimed as an expense.

- 7) Breakfast not included in accommodation is not an expense as it falls under the subsistence allowance.
- 8) A hired car means a motor vehicle having an engine capacity of not more than 1600cc.

Note: A hired car having an engine capacity greater than 1600cc is not a hired car and cannot be claimed as an expense.

C2.1.4.2 Project Insurance, bonds and permits

- 1) All permits and/or special licences the Employer requires the Consultant to obtain shall be reimbursed at cost.

C2.1.4.3 Duties, Taxes, Permits and Licences

- 1) The cost of any duties, taxes (excluding corporate tax) ,VAT or licensing arising directly out of or that are applicable to the services under this contract will be reimbursable at cost

C2.1.4.4 Audits and Monitoring

- 1) The staff rates should allow for management and administrative assistance in the facilitation and undertakings of audits.
- 2) Business between the *Consultant* and *Employer* is conducted on an open book basis. The Employer is entitled to have external auditors inspect the books of the consultant in so far as they pertain to the execution of the projects and has the right to have its external auditors audit any invoice submitted by the consultant and any relevant information which may affect the amounts due to the consultant.

C2.2 Pricing Schedule

C2.2.1 Pricing Schedule: SECTION A1: The *staff rates* are:

Note: The hours set out in the "Hours" column are solely for purpose of evaluating the tender and do not reflect in any way the value of an appointment. All rates and totals shall exclude VAT.

GROUPS	No.	DISCIPLINE	TOTAL ANNUAL COST OF EMPLOYMENT	Hours	Hourly Rate	TOTAL
A. INDUSTRIAL RELATIONS AND TRAINING	A.1	Project Industrial Relations		1500		R
	A.2	Community Liaison		2500		R
	A.3	Sub-contractor Management/SMME Support and Development		2500		R
	A.4	Training/Skills Transfer (Candidate professionals/artisans)		2000		R
Subtotal Carried forward to form of offer						R
B. COMMUNICATIONS MANAGEMENT	B.1	Stakeholder & Communication Management	N/A	N/A	N/A	N/A
	B.2	Change Management		500		R
Subtotal Carried forward to form of offer						R
C. CONTRACTS MANAGEMENT	C.1	Contracts Management		2000		R
	C.2	Contract Administration		2000		R
Subtotal Carried forward to form of offer						R

GROUPS	No.	DISCIPLINE	TOTAL ANNUAL COST OF EMPLOYMENT	Hours	Hourly Rate	TOTAL
D1. PROJECT CONTROLS	D.1.1	Project Director		2500		R
	D.1.2	Senior Project Manager		2500		R
	D.1.3	Project Manager		3000		R
	D.1.4	Project Construction Manager		3500		R
Subtotal Carried forward to form of offer						R
D2. PROJECT CONTROLS	D.2.1	Project Controls Manager		2500		R
	D.2.2	Lead Project Planner/ Schedule Management		2500		R
	D.2.3	Project Planner/ Project Scheduler		3000		R
	D.2.4	Document Controller		1500		R
	D.2.5	Lead Quantity Surveyor		2000		R
	D.2.6	Quantity Surveyor		3000		R
	D.2.7	Lead Cost Engineer		2000		R
	D.2.8	Cost Engineer		2000		R
	D.2.9	Project Administration		1500		R
Subtotal Carried forward to form of offer						R

GROUPS	No.	DISCIPLINE	TOTAL ANNUAL COST OF EMPLOYMENT	Hours	Hourly Rate	TOTAL
E. ENVIRONMENTAL	E.1	Environmental Manager		1000		R
	E.2	Environmental Control Officer		1500		R
	E. 3	Environmental Assessment Practitioner		1000		R
	E.4.1	Environmental Specialist: Climate Change		750		R
	E.4.2	Environmental Specialist: Biodiversity				
	E.4.3	Environmental Specialist: Ecologist				
	E.4.4	Environmental Specialist: Hydrologist				
	E.4.5	Environmental Specialist: Archeologist				
Subtotal Carried forward to form of offer						R
F1. CONSTRUCTION HEALTH & SAFETY	F.1.1	Construction Health & Safety Officer		1000		R
	F.1.2	Construction Health & Safety Manager		750		R
Subtotal Carried forward to form of offer						R

GROUPS	No.	DISCIPLINE	TOTAL ANNUAL COST OF EMPLOYMENT	Hours	Hourly Rate	TOTAL
F2. CONSTRUCTION HEALTH & SAFETY AGENT	F.2.1	Construction Health & Safety Agent		750		R
Subtotal Carried forward to form of offer						R
G. QUALITY	G.1	Quality Assurance Officer		1000		R
	G.2	Quality Control Officer		1000		R
Subtotal Carried forward to form of offer						R
H. PROCUREMENT	H.1	Infrastructure Procurement Manager		1500		R
	H.2	Infrastructure Procurement Specialist		1500		R
	H.3	Procurement Manager		1500		R
Subtotal Carried forward to form of offer						R
I. ENGINEERING: GEOTECHNICAL ENGINEERING	I. 1	Pr. Eng: Geotechnical Engineer		750		R
	I.2	Pr. Tech. Eng: Geotechnical Engineer		1000		R
Subtotal Carried forward to form of offer						R

GROUPS	No.	DISCIPLINE	TOTAL ANNUAL COST OF EMPLOYMENT	Hours	Hourly Rate	TOTAL
J. ENGINEERING: DESALINATION STUDIES/ ENGINEERING	J.1	Pr. Eng. (experience in any of the disciplines listed in J1 of Schedule B of T.2.2 – 06)		750		R
	J.2	Pr. Tech Eng. (experience in any of the disciplines listed in J1 of Schedule B of T.2.2 – 06)		750		R
Subtotal Carried forward to form of offer						R
K. CHEMICAL ENGINEERING	K.1	Pr. Eng. (with experience in any of the disciplines listed in K1 of Schedule B of T.2.2-06)		750		R
	K.2	Pr. Tech Eng (with experience in any of the disciplines listed in K1 of Schedule B of T.2.2-06)		850		R
Subtotal Carried forward to form of offer						R
L. GEOMATICS	L.1	Detection & Mapping of Underground Services		850		R
	L.2	Topographical Survey		1000		R
Subtotal Carried forward to form of offer						R
M. RISK	M.1	Risk Management Professional		750		R
Subtotal Carried forward to form of offer						R

C2.2.1 Pricing Schedule: SECTION A2: Engineering – General Rates (Rates Only)

NOTE: THE FOLLOWING RATES ARE REQUESTED AS "RATE ONLY" AND DO NOT CONTRIBUTE TOWARDS THE TENDERED PRICE. CVS ARE NOT REQUIRED TO BE SUBMITTED IN RESPECT OF STAFF FALLING INTO THESE CATEGORIES

#	CATEGORY	TOTAL ANNUAL COST OF EMPLOYMENT	HOURLY RATE
ENGINEERING			
1	Engineering: Category A - Expert/Specialist		
2	Engineering: Category B - Project Director / Member/ Principal		
Engineering: Category C – Professional Staff			
3	Pr. Eng. < 10 years post-registration experience		
4	Pr. Eng. ≥ 10 years post-registration experience		
Engineering: Category D - Technical Staff - Registered			
5	Pr. Tech. Eng more than 5 years, less than 10 years post-registration experience		
6	Pr. Tech. Eng ≥ 10 years post- registration experience		
Engineering: Category D - Technical Staff - Not Registered			
7	Engineer (B.Sc. or higher; ≥ 10 years' experience)		
8	Engineer (B.Sc. or higher; more than 5, less 10 years' experience)		
9	Engineer (B.Sc. or higher; < 5 years' experience)		
10	Technologist (B.Tech. with ≥ 6 years' experience)		
11	Technologist (B.Tech. with < 6 years' experience)		

#	CATEGORY	TOTAL ANNUAL COST OF EMPLOYMENT	HOURLY RATE
12	Technician (N. Dip. with ≥ 6 years' experience)		
13	Technician (N. Dip. with < 6 years' experience)		
14	Draughtsman (civil engineering)		
GEOMATICS			
1	Geomatics Professional (G.Pr.) (detection & mapping of underground services)		
2	Geomatics Professional (G.Pr.) (Topographical Survey)		
3	Geomatics: Category A - Expert/Specialist		
4	Geomatics: Category B - Project Director / Member/ Principal		
5	Geomatics/Geoinformatics/Land Surveying (BSc and higher; ≥ 10 years' experience)		
6	Geomatics/Geoinformatics/Land Surveying (BSc and higher; between 5 and 10 years' experience)		
7	Geomatics/Geoinformatics/Land Surveying (BSc and higher; < 5 years' experience)		
8	Surveying/Cartography (BTech/Ndip with ≥ 6 years' experience)		
9	Surveying/Cartography (BTech/Ndip with < 6 years' experience)		
10	Surveying/Cartography GISc (Ndip)		
11	Draughts person		

C2.2.2: SECTION B: FEES BASED ON A PERCENTAGE OF THE VALUE OF THE WORKS**B1: PROJECT AND CONSTRUCTION MANAGEMENT****B2: QUANTITY SURVEYING****B3: CONSTRUCTION HEALTH AND SAFETY AGENTS****B1. PROJECT AND CONSTRUCTION MANAGEMENT**

1. The percentage fee tendered shall be based on the "Standard Services" for the overall project and for each stage of the project, as set out in SACPCMP Board Notice 168 of 2019, published in Government Gazette, No. 42697, dated 13 September 2019.

2. The Tendered Fee in **Table 1** for projects of value up to **R16m** shall be further broken down per stage in **Table 2**.

3. The Tendered Fee in **Table 1** for projects of value up to **R64m** shall be further broken down per stage in **Table 3**.

4. The Tendered Fee in **Table 1** for projects of value up to **R256m** shall be further broken down per stage in **Table 4**.

5. The Tendered Fee in **Table 1** for projects of value up to **R500m** shall be further broken down per stage in **Table 5**.

Table 1. Project & Construction Management

#	PROJECT VALUE (up to)	Tendered %	Tendered Fee Value (R.c)
1	R16,000,000.00		
2	R64,000,000.00		
3	R256,000,000.00		
4	R500,000,000.00		
TOTAL CARRIED FORWARD TO FORM OF OFFER			

Table 2: Breakdown of fee per stages: Project Value up to R16,000,000.00

Stage	Description	Breakdown of fee tendered in Table 1 (%)	Tendered Fee Value (R.c)
1	Inception	10	
2	Concept & Viability	10	
3	Design Development	25	
4	Documentation & Procurement	10	
5	Construction	40	
6	Close Out	5	
TOTAL (NB - this total must equal the value for item # 1 in table 1)			

Table 3: Breakdown of fee per stages: Project Value up to R64,000,000.00			
Stage	Description	Breakdown of fee tendered in Table 1 (%)	Tendered Fee Value (R.c)
1	Inception	10	
2	Concept & Viability	10	
3	Design Development	25	
4	Documentation & Procurement	10	
5	Construction	40	
6	Close Out	5	
TOTAL (NB - this total must equal the value for item # 2 in table 1)			

Table 4: Breakdown of fee per stages: Project Value up to R256,000,000.00			
Stage	Description	Breakdown of fee tendered in Table 1 (%)	Tendered Fee Value (R.c)
1	Inception	10	
2	Concept & Viability	10	
3	Design Development	25	
4	Documentation & Procurement	10	
5	Construction	40	
6	Close Out	5	
TOTAL (NB - this total must equal the value for item # 3 in table 1)			

Table 5: Breakdown of fee per stages: Project Value up to R500,000,000.00			
Stage	Description	Breakdown of fee tendered in Table 1 (%)	Tendered Fee Value (R.c)
1	Inception	10	
2	Concept & Viability	10	
3	Design Development	25	
4	Documentation & Procurement	10	
5	Construction	40	
6	Close Out	5	
TOTAL (NB - this total must equal the value for item # 4 in table 1)			

B2. QUANTITY SURVEYING

1. The percentage fee tendered shall be based on the "Standard Services" for the overall project and for each stage of the project, as set out in SACQSP Board Notice 170 of 2015, published in Government Gazette, No. 39134, dated 28 August 2015.

2. The Tendered Fee in **Table 6** for projects of value up to **R16m** shall be further broken down per stage in **Table 7**.

2. The Tendered Fee in **Table 6** for projects of value up to **R64m** shall be further broken down per stage in **Table 8**.

2. The Tendered Fee in **Table 6** for projects of value up to **R256m** shall be further broken down per stage in **Table 9**.

2. The Tendered Fee in **Table 6** for projects of value up to **R500m** shall be further broken down per stage in **Table 10**.

Table 6. Quantity Surveying

#	PROJECT VALUE (up to)	Tendered %	Tendered Fee Value (R.c)
1	R16,000,000.00		
2	R64,000,000.00		
3	R256,000,000.00		
4	R500,000,000.00		
TOTAL CARRIED FORWARD TO FORM OF OFFER			

Table 7: Breakdown of fee per stages: Project Value up to R16,000,000.00

Stage	Description	Breakdown of fee tendered in Table 6 (%)	Tendered Fee Value (R.c)
1	Inception	2,5	
2	Concept & Viability	5	
3	Design Development	7,5	
4	Documentation & Procurement	35	
5	Construction	45	
6	Close Out	5	
TOTAL (NB - this total must equal the value for item # 1 in table 6)			

Table 8: Breakdown of fee per stages: Project Value up to R64,000,000.00			
Stage	Description	Breakdown of fee tendered in Table 6 (%)	Tendered Fee Value (R.c)
1	Inception	2,5	
2	Concept & Viability	5	
3	Design Development	7,5	
4	Documentation & Procurement	35	
5	Construction	45	
6	Close Out	5	
TOTAL (NB - this total must equal the value for item # 2 in table 6)			

Table 9: Breakdown of fee per stages: Project Value up to R256,000,000.00			
Stage	Description	Breakdown of fee tendered in Table 6 (%)	Tendered Fee Value (R.c)
1	Inception	2,5	
2	Concept & Viability	5	
3	Design Development	7,5	
4	Documentation & Procurement	35	
5	Construction	45	
6	Close Out	5	
TOTAL (NB - this total must equal the value for item # 3 in table 6)			

Table 10: Breakdown of fee per stages: Project Value up to R500,000,000.00			
Stage	Description	Breakdown of fee tendered in Table 6 (%)	Tendered Fee Value (R.c)
1	Inception	2,5	
2	Concept & Viability	5	
3	Design Development	7,5	
4	Documentation & Procurement	35	
5	Construction	45	
6	Close Out	5	
TOTAL (NB - this total must equal the value for item # 4 in table 6)			

B3. CONSTRUCTION HEALTH & SAFETY AGENTS

1. The percentage fee tendered shall be based on the "Standard Services" for the overall project and for each stage of the project, as set out in SACPCMP Board Notice 167 of 2019, published in Government Gazette, No. 42697, dated 13 September 2019.
2. The Value bands in Table 11 are taken from Table 1 published in SACPCMP Board Notice 184 of 2021, Government Gazette 45663 dated 17 December 2021.
2. The Tendered Fee in **Table 11** for projects of value up to **R11,2m** shall be further broken down per stage in **Table 12**.
2. The Tendered Fee in **Table 11** for projects of value up to **R45m** shall be further broken down per stage in **Table 13**.
2. The Tendered Fee in **Table 11** for projects of value up to **R180m** shall be further broken down per stage in **Table 14**.
2. The Tendered Fee in **Table 11** for projects of value up to **R359,9m** shall be further broken down per stage in **Table 15**.

Table 11. Construction Health & Safety Agent

#	PROJECT VALUE (up to)	Tendered %	Tendered Fee Value (R.c)
1	R11,200,000.00		
2	R45,000,000.00		
3	R180,000,000.00		
4	R359,900,000.00		
TOTAL CARRIED FORWARD TO FORM OF OFFER			

Table 12: Breakdown of fee per stages: Project Value up to R11,200,000.00

Stage	Description	Breakdown of fee tendered in Table 11 (%)	Tendered Fee Value (R.c)
1	Project Initiation & Briefing	5	
2	Concept & Feasibility	20	
3	Design Development	20	
4	Tender Documentation & Procurement	10	
5	Construction Documentation & Management	40	
6	Project Close Out	5	
TOTAL (NB - this total must equal the value for item # 1 in table 11)			

Table 13: Breakdown of fee per stages: Project Value up to R45,000,000.00			
Stage	Description	Breakdown of fee tendered in Table 11 (%)	Tendered Fee Value (R.c.)
1	Project Initiation & Briefing	5	
2	Concept & Feasibility	20	
3	Design Development	20	
4	Tender Documentation & Procurement	10	
5	Construction Documentation & Management	40	
6	Project Close Out	5	
TOTAL (NB - this total must equal the value for item # 2 in table 11)			

Table 14: Breakdown of fee per stages: Project Value up to R180,000,000			
Stage	Description	Breakdown of fee tendered in Table 11 (%)	Tendered Fee Value (R.c.)
1	Project Initiation & Briefing	5	
2	Concept & Feasibility	20	
3	Design Development	20	
4	Tender Documentation & Procurement	10	
5	Construction Documentation & Management	40	
6	Project Close Out	5	
TOTAL (NB - this total must equal the value for item # 3 in table 11)			

Table 15: Breakdown of fee per stages: Project Value up to R359,900,000			
Stage	Description	Breakdown of fee tendered in Table 11 (%)	Tendered Fee Value (R.c)
1	Project Initiation & Briefing	5	
2	Concept & Feasibility	20	
3	Design Development	20	
4	Tender Documentation & Procurement	10	
5	Construction Documentation & Management	40	
6	Project Close Out	5	
TOTAL (NB - this total must equal the value for item # 4 in table 11)			

C2.2.3 MARK-UP ON DISBURSEMENTS

SECTION C: MARK-UP ON DISBURSEMENTS		
Item	Tendered % on a value of R2,000,000.00	Value of the % Mark-up on R2,000,000.00
Mark-up % (on proven costs basis). Any additional services that might be required and any project related expense not covered in tendered fees in section A and B.		R
TOTAL CARRIED FORWARD TO FORM OF OFFER		R

PART C2: PRICING DATA – EASTERN REGION

Document reference	Title	Page No
C2.1.1	Pricing instructions: Option A	8
C2.1.2	Pricing instructions: Option E	9
C2.1.3	Pricing instructions: Option G	12
C2.1.4	Expenses: Site based staff	12
C2.2.1	Pricing Schedule: Hourly Rates	14
C2.2.2	Pricing Schedule: Percentage based fees	21
C2.2.3	Pricing Schedule: Disbursements Mark up	27

C2.1 Pricing Assumptions & Instructions:

1. This tender to establish three Regional Framework Contract includes Options A, E and G. Depending on the specifics of the Task Order to be issued once the Framework is established, Option A, E or G will be selected by Transnet. *Consultants* appointed to the Framework will be requested to price the specific Scope of Work to be issued in a second stage using the rates or percentages tendered in this tender, or better.
2. This tender to establish the Framework Contract does not include an Activity Schedule. Pursuant to the establishment of the Framework, an Activity Schedule will be issued at the point that pricing for specific assignments is requested where Option A is applicable. Rates or percentages tendered for this tender shall be used by the Framework *Consultant* to price the specific scope of the Work Package under options A, E or G.
3. The financial offer score (points for price) shall be derived from a Transnet simulation of estimated manhours, expenses and other costs utilising rates, factors and percentages provided by the tenderer.
4. Financial evaluation will be undertaken on a Group basis – in terms of the Groups defined in T2.2-06 which are aligned with the Groups in C2.2.1 (below).
5. Estimates (by Transnet) of manhours, expenses and other costs included in this simulation will be uniform for all tenderers and are only for purpose of conducting evaluations of tenders. The hours and disbursements set out in C2.2.1 are not in any way related to any future Task order.
6. The total of prices will be a combination of hours allocated to all hourly rates tendered in C2.2.1 (Section A), percentages tendered against specific project values - C2.2.2 - (Section B) and the disbursement markup tendered – C2.2.3 - (section C).
7. A competitive price on a "group" basis comprising hourly rates, percentages (where applicable to a discipline) and disbursement markups tendered will therefore be required for a tenderer to be competitive amongst their peers.

8. Tenderers responding to the PROJECT AND CONSTRUCTION MANAGEMENT GROUP (Group D1), shall price the relevant section of C2.2.1. (A) and section C2.2.2 table B1 – with tables 1 to 5.
9. Tenderers responding to the PROJECT CONTROLS GROUP (Group D2), shall price the relevant section of C2.2.1. (A) **and** section C2.2.2 table B2 – with tables 6 to 10.
10. Tenderers responding to the CONSTRUCTION HEALTH & SAFETY GROUP (Group F2) , shall price the relevant section of C2.2.1. (A) **and** section C2.2.2 table B3 with tables 11 to 15.
11. Tenderers responding to the ENVIRONMENTAL GROUP (Group E), are only required to submit one rate for the specialists. Notwithstanding, they may submit CV's for any of the specialists. Whenever a specialist is required, the tendered rate will be utilized for remuneration, irrespective of which specialist is required. Where more than one specialist is required the tendered rate will be applied to each of the specialists.
12. All Tenderers responding to any group or combination of groups shall also price Section C2.2.3 table C.
13. Unless stated otherwise in the pricing schedule, tendered rates shall be in respect of staff that fulfil the requirements of the eligibility criteria set out in **Schedule B** of form T2.2-06 (mandatory returnable – eligibility criteria).
14. The minimum response from a tenderer is a submission in respect of a group of disciplines.
15. Failure to respond to all disciplines in a Group will result in the tender being considered non-responsive and will not be evaluated further. Tenderers shall tender a rate for every line item within a Group set out in **Section A** (hourly rates).
16. A tenderer may respond to one or more Groups, but when responding to a Group must return a response to **all disciplines** in that Group.
17. Values determined from sections C2.2.1 A1, B and C will be used for evaluation purposes only. When a specific project is identified that requires resources, an option A, E or G will be selected,

and the framework *consultant* will be approached to submit a price for the scope for the specific project. Tenderers may not price task orders at rates/ percentages higher than that tendered in this tender but may offer lower rates/ percentages to remain competitive in the second stage.

18. Rates requested in C2.2.1 A2 are "Rates Only" and do not make up the tendered price – i.e. are not carried forward to the Form of Offer.

19. Transnet National Port Authority operates in the following Ports, which are located in "Regions" as indicated below.

- a. Eastern Region
 - i. Port of Richards Bay
 - ii. Port of Durban (defined office)
- b. Central Region
 - i. Port of East London
 - ii. Port Elizabeth (defined office)
 - iii. Port of Ngqura
- c. Western Region
 - i. Port of Mossel Bay
 - ii. Port of Cape Town (defined office)
 - iii. Port of Saldanha
 - iv. Port Nolloth
 - v. Port of BoegoeBaai

20. Tenderers are required to select which region they wish to be considered for by submitting a resource /CV in a region in Schedule A in Form T2.2-06.

21. Notwithstanding one tender process, three regional frameworks will be created. Each Regional Framework will comprise sub-frameworks at a Group Level.

22. Disbursements for travel and accommodation will not be paid where an appointment is made for a project within the region in which the Framework is located. Where a tenderer assembles resources to constitute a complete set of disciplines to make up a Group, and those resources

are secured through a subcontract relationship, then those resources shall not be considered as disbursements and a markup on those subcontractors shall not be permitted.

23. Where a task order is issued following a secondary stage procurement and completion of that task requires additional specialist resources, a consultant may place a markup at a percentage not exceeding the percentage tendered. The cost of the specialist resources or other disbursements required to complete a task order shall be approved by the *Project Manager* prior to approval of the Task Order.
24. Where a resource/ discipline does not exist on a Regional Framework, Transnet reserves the right to procure a resource/ discipline from one of the other Regional Frameworks. Where a resource/ discipline is procured from one of the other regional frameworks, reasonable disbursements for travel and accommodation will be paid as defined in the contract data.
25. The staff rates are the prices charged for staff and shall include for all the costs to the *Consultant*, including basic salary, any additional payments or benefits and social costs, overhead charges incurred as part of normal business operations including the cost of management, as well as payments to administrative, clerical and secretarial staff used to support professional and technical staff in general and including the costs of mentoring and training as stipulated in the Contract Participation goal.
26. The staff rates offered by the *Consultant* are deemed to include the total cost of employment of a person at the amounts applicable to such a person at the time when the services are rendered, including basic salary, or a nominal market related salary, fringe benefits not reflected in the basic salary, including normal annual bonus; Employer's contribution to medical aid; group life insurance premiums borne by the Consultant; the Consultant's contribution to a pension or provident fund; and all other benefits or allowances payable in terms of a letter of appointment, including any transportation allowance or company vehicle benefits, telephone and / or computer allowances, etc; and amounts payable in terms of an Act. All benefits and any other costs borne by the consultant shall be carried by the consultant and included for in the rate. Costs that are not defined shall be included in the rate and Transnet SOC shall not cover newly introduced costs other than the rates and defined items within this document.

27. Staff rates are based on a 40-hour working week and include all burdens included in 18 and 19 above and staff "total cost to company" rates are amortized within the 40-hour week over a 12-month period.

28. The contractor shall achieve in the performance of the contract the Contract Skills Development Goals (CSDG) established in the CIDB Standard for Developing Skills through Infrastructure Contracts (published in GN 43495 of 3 July 2020).

29. The CSDG established for this project is 7,5% of the total hours invoiced and paid. "Total hours" means all hours invoiced and paid in respect of ALL appointments made from the Framework.

30. The target for the CSDG is Work Integrated Learners and graduates who are registered as Candidates with one of the built environment professional councils.

31. The Tenderer's rates and percentages provided in Section A, B and C of the pricing schedules below shall allow for all costs of achieving the CSDG. No additional costs shall be considered in achieving the CSDG. Transnet shall have a right of first refusal for seconding its own staff to the Consultant for work integrated learnerships and/ or professional mentorships.

32. Sanction for non-achievement of the CSDG

Low performance damages for failure to achieve the contracted CSDG shall be applicable at the rate of:

$2 \times (\text{Contracted CSDG\%} - \text{Actual CSDG\%}) \times (\text{the highest hourly rate tendered in Schedule A of C2.2.1}).$

Low performance damages will become applicable only once one thousand hours have been invoiced and paid.

33. Payment to the service provider to accommodate Work Integrated Learners and Candidates for Professional Registration:

The tenderer shall allow in his tendered rates/ percentages the cost of accommodating candidates for professional registration (if required).

34. Payment to the service provider for supervision and mentoring of Work Integrated Learners and Candidates for Professional Registration:

The employer shall make no provision for an additional payment item for the payment of the supervisor and/ or mentors for the provision of supervision and mentoring of Candidates for Professional Registration. The service provider shall make provision for these costs in his tendered rates/ percentages.

35. The Employer must be given the opportunity to request a reduction in tendered rates for task orders awarded for periods longer than one month.

36. Approved overtime rates are to be at a rate exclusive of all burdens detailed in item 23 above.

37. The staff rates derived from the Pricing Schedule exclude value added tax.

38. Staff Rates quoted must be *categorised* in line with categories published by the National Department of Public Works (NDPW) for each of the built environment disciplines (a - f below). This does NOT mean that the rates of the NDPW must be utilised- the tenderer is free to tender higher or lower than the NDPW rate.

- a) The Engineering Council of South Africa ECSA scale of categories of Rates, (A, B, C or D).
- b) South African Council for Quantity Surveying Profession (SACQSP).
- c) South African Council for the Project and Construction Management Professions (SACPCMP)
- d) The South African Council for the Natural Scientific Professions,
- e) The Environmental Assessment Practitioners Association,
- f) The South African Geomatics Council,
- g) Or where not defined by a statutory body or registered industry body the definition of the work function shall be approved by the Employers Agent (and Owners Team representative) before any work commences.

39. Payment to a director or member not providing strategic guidance in planning and executing a project (as a defined person in the schedule) or performing quality management checks shall be covered as an overhead in the defined person and the associated rate.

C2.1.1 Pricing Instructions: Option A

How the contract prices work and assessment 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.

Measurement and Payment

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.

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

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.**

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

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.

C2.1.2 Pricing Instructions: Option E

Identified and defined terms	11	
	11.2	(16) The Price for Services Provided to Date is the Time Charge for the work which has been completed.

(19) The Prices are the Time Charge.

The <i>Consultant's</i> obligations	21	
	21.4	The <i>Consultant's</i> prepares forecasts of the total Time Charge and expenses for the whole of the <i>services</i> and submits them to the Employer. Forecasts are prepared at the intervals stated in the Contract Data from the <i>starting date</i> until Completion of the whole of the <i>services</i> . An explanation of the changes made since the previous forecast is submitted with each forecast.

Subcontracting	24	
	24.4	The <i>Consultant</i> submits the proposed contract data for each subcontract for acceptance to the <i>Employer</i> if • An NEC3 contract is proposed and • The <i>Employer</i> instructs the <i>Consultant</i> to make the submission. A reason for not accepting the proposed contract data is that its use will not allow the <i>Consultant</i> to Provide the Services.

Acceleration 34

- 34.4 When the *Employer* accepts a quotation for an acceleration, he changes the Completion Date, the Key Dates and the forecast of the total Time Charged for the whole of the *services* accordingly and accepts the revised programme.

Assessing the 50**amount due**

50.5

Payments for staff whose *staff rate* is stated in the Contract Data in a currency other than the *currency of this contract* are included in the amount due as payments to be made to the *Consultant* in the same currency.

Accounts and 52**records**

52.2

The *Consultant* keeps account and records of his Time Charge and *expenses* and allows the *Employer* to inspect them at any time within working hours.

Implementing 65**compensation events**

65.4

The changes to the forecast amount of the Prices, the Completion Date and the Key Dates are included in the notification implementing a compensation event.

From the core clauses:**Identified and defined terms**

11.2

- (13) The Time Charge is the sum of the products of each of the *staff rates* multiplied by the total staff time appropriate to that rate properly spent on work in this contract.

and

- Assessing the amount due** 50.3 The amount due is:
- the Price for Services Provided to Date,
 - the amount of the *expenses* properly spent by the *Consultant* in Providing the Services and
 - other amounts to be paid to the *Consultant* less amounts to be paid by or retained from the *Consultant*.
- Any tax which the law requires the *Employer* to pay to the *Consultant* is included in the amount due.

Tendering *Consultants* are advised to consult the NEC3 Professional Services Contract (June 2005) Guidance Notes and Flow Charts page 28 before entering *staff rates* into Contract Data, or below.

This is because *staff rates* can be established in one of three ways:

- rates for named staff,
- rates for categories of staff or
- rates related to salaries paid to staff.

Rate adjustment for inflation, will be done by using Option X1: Price adjustment for inflation. See pages 13, 14 and 28 of the Guidance Notes.

Expenses associated with employing a staff member in Providing the Services can be listed separately either by the *Employer* in Contract Data provided by the *Employer* or by the *Consultant* in Contract Data provided by the *Consultant*. As only the *expenses* listed may be claimed by the *Consultant*, all other cost to the *Consultant* associated with providing the Services must be included within the *staff rates*.

Rate adjusted for inflation of *expenses* is explained on page 13 of the Guidance Notes.

C2.1.3 Pricing Instructions: Option G

- 1) The *Consultant* shall be paid under Option G (Term) for services performed where this option is selected at the Task Order stage.

C2.1.4 Reimbursable Expenses

C2.1.4.1 Site-based staff:

Expenses shall be as follows:

- 1) All expenses (disbursements) necessary to Provide the services to complete the work in the Task shall be deemed to be included in the Prices and *staff rates* i.e. the Consultant shall not be reimbursed separately for any *expenses* (disbursements) incurred except where provided for otherwise.
- 2) A subsistence allowance may only be claimed in respect of each night that the *Consultant* is away from his usual place of business within Transnet. Furthermore, the *Consultant* must prove that he has incurred this cost due to this not being his original place of work as stipulated in the task order.
- 3) Travel expenses may only be claimed in respect of the cost of transportation of the *Consultant's* staff from their usual place of business (as stipulated in the task order) to the jobsite outside of the Region in which the *Consultant* is listed on Framework.
- 4) All air travel shall be in accordance with the Transnet Travel Policy and only if this is outside of the Region in which the *Consultant* is listed on the Framework.
- 5) All persons defined in the price list (C2.2) are classified as non-executive and shall travel economy for domestic flights.
- 6) Accommodation means a
 - a) bed and breakfast;
 - b) guest house;
 - c) self catering; or
 - d) hotel having a star rating of 1, 2 or 3

As defined by the Tourism Grading Council of South Africa (see www.tourismgrading.co.za).

Note: A lodge, country house or 4 star or higher star rated hotel is not accommodation. Any stay in such a facility cannot be claimed as an expense.

- 7) Breakfast not included in accommodation is not an expense as it falls under the subsistence allowance.
- 8) A hired car means a motor vehicle having an engine capacity of not more than 1600cc.

Note: A hired car having an engine capacity greater than 1600cc is not a hired car and cannot be claimed as an expense.

C2.1.4.2 Project Insurance, bonds and permits

- 1) All permits and/or special licences the Employer requires the Consultant to obtain shall be reimbursed at cost.

C2.1.4.3 Duties, Taxes, Permits and Licences

- 1) The cost of any duties, taxes (excluding corporate tax) ,VAT or licensing arising directly out of or that are applicable to the services under this contract will be reimbursable at cost

C2.1.4.4 Audits and Monitoring

- 1) The staff rates should allow for management and administrative assistance in the facilitation and undertakings of audits.
- 2) Business between the *Consultant* and *Employer* is conducted on an open book basis. The Employer is entitled to have external auditors inspect the books of the consultant in so far as they pertain to the execution of the projects and has the right to have its external auditors audit any invoice submitted by the consultant and any relevant information which may affect the amounts due to the consultant.

C2.2 Pricing Schedule

C2.2.1 Pricing Schedule: SECTION A1: The *staff rates* are:

Note: The hours set out in the "Hours" column are solely for purpose of evaluating the tender and do not reflect in any way the value of an appointment. All rates and totals shall exclude VAT.

GROUPS	No.	DISCIPLINE	TOTAL ANNUAL COST OF EMPLOYMENT	Hours	Hourly Rate	TOTAL
A. INDUSTRIAL RELATIONS AND TRAINING	A.1	Project Industrial Relations		1500		R
	A.2	Community Liaison		2500		R
	A.3	Sub-contractor Management/SMME Support and Development		2500		R
	A.4	Training/Skills Transfer (Candidate professionals/artisans)		2000		R
Subtotal Carried forward to form of offer						R
B. COMMUNICATIONS MANAGEMENT	B.1	Stakeholder & Communication Management	N/A	N/A	N/A	N/A
	B.2	Change Management		500		R
Subtotal Carried forward to form of offer						R
C. CONTRACTS MANAGEMENT	C.1	Contracts Management		2000		R
	C.2	Contract Administration		2000		R
Subtotal Carried forward to form of offer						R

GROUPS	No.	DISCIPLINE	TOTAL ANNUAL COST OF EMPLOYMENT	Hours	Hourly Rate	TOTAL
D1. PROJECT CONTROLS	D.1.1	Project Director		2500		R
	D.1.2	Senior Project Manager		2500		R
	D.1.3	Project Manager		3000		R
	D.1.4	Project Construction Manager		3500		R
Subtotal Carried forward to form of offer						R
D2. PROJECT CONTROLS	D.2.1	Project Controls Manager		2500		R
	D.2.2	Lead Project Planner/ Schedule Management		2500		R
	D.2.3	Project Planner/ Project Scheduler		3000		R
	D.2.4	Document Controller		1500		R
	D.2.5	Lead Quantity Surveyor		2000		R
	D.2.6	Quantity Surveyor		3000		R
	D.2.7	Lead Cost Engineer		2000		R
	D.2.8	Cost Engineer		2000		R
	D.2.9	Project Administration		1500		R
Subtotal Carried forward to form of offer						R

GROUPS	No.	DISCIPLINE	TOTAL ANNUAL COST OF EMPLOYMENT	Hours	Hourly Rate	TOTAL
E. ENVIRONMENTAL	E.1	Environmental Manager		1000		R
	E.2	Environmental Control Officer		1500		R
	E. 3	Environmental Assessment Practitioner		1000		R
	E.4.1	Environmental Specialist: Climate Change		750		R
	E.4.2	Environmental Specialist: Biodiversity				
	E.4.3	Environmental Specialist: Ecologist				
	E.4.4	Environmental Specialist: Hydrologist				
	E.4.5	Environmental Specialist: Archeologist				
Subtotal Carried forward to form of offer						R
F1. CONSTRUCTION HEALTH & SAFETY	F.1.1	Construction Health & Safety Officer		1000		R
	F.1.2	Construction Health & Safety Manager		750		R
Subtotal Carried forward to form of offer						R

GROUPS	No.	DISCIPLINE	TOTAL ANNUAL COST OF EMPLOYMENT	Hours	Hourly Rate	TOTAL
F2. CONSTRUCTION HEALTH & SAFETY AGENT	F.2.1	Construction Health & Safety Agent		750		R
Subtotal Carried forward to form of offer						R
G. QUALITY	G.1	Quality Assurance Officer		1000		R
	G.2	Quality Control Officer		1000		R
Subtotal Carried forward to form of offer						R
H. PROCUREMENT	H.1	Infrastructure Procurement Manager		1500		R
	H.2	Infrastructure Procurement Specialist		1500		R
	H.3	Procurement Manager		1500		R
Subtotal Carried forward to form of offer						R
I. ENGINEERING: GEOTECHNICAL ENGINEERING	I. 1	Pr. Eng: Geotechnical Engineer		750		R
	I.2	Pr. Tech. Eng: Geotechnical Engineer		1000		R
Subtotal Carried forward to form of offer						R

GROUPS	No.	DISCIPLINE	TOTAL ANNUAL COST OF EMPLOYMENT	Hours	Hourly Rate	TOTAL
J. ENGINEERING: DESALINATION STUDIES/ ENGINEERING	J.1	Pr. Eng. (experience in any of the disciplines listed in J1 of Schedule B of T.2.2 – 06)		750		R
	J.2	Pr. Tech Eng. (experience in any of the disciplines listed in J1 of Schedule B of T.2.2 – 06)		750		R
Subtotal Carried forward to form of offer						R
K. CHEMICAL ENGINEERING	K.1	Pr. Eng. (with experience in any of the disciplines listed in K1 of Schedule B of T.2.2-06)		750		R
	K.2	Pr. Tech Eng (with experience in any of the disciplines listed in K1 of Schedule B of T.2.2-06)		850		R
Subtotal Carried forward to form of offer						R
L. GEOMATICS	L.1	Detection & Mapping of Underground Services		850		R
	L.2	Topographical Survey		1000		R
Subtotal Carried forward to form of offer						R
M. RISK	M.1	Risk Management Professional		750		R
Subtotal Carried forward to form of offer						R

C2.2.1 Pricing Schedule: SECTION A2: Engineering – General Rates (Rates Only)

NOTE: THE FOLLOWING RATES ARE REQUESTED AS "RATE ONLY" AND DO NOT CONTRIBUTE TOWARDS THE TENDERED PRICE. CVS ARE NOT REQUIRED TO BE SUBMITTED IN RESPECT OF STAFF FALLING INTO THESE CATEGORIES

#	CATEGORY	TOTAL ANNUAL COST OF EMPLOYMENT	HOURLY RATE
ENGINEERING			
1	Engineering: Category A - Expert/Specialist		
2	Engineering: Category B - Project Director / Member/ Principal		
Engineering: Category C – Professional Staff			
3	Pr. Eng. < 10 years post-registration experience		
4	Pr. Eng. ≥ 10 years post-registration experience		
Engineering: Category D - Technical Staff - Registered			
5	Pr. Tech. Eng more than 5 years, less than 10 years post-registration experience		
6	Pr. Tech. Eng ≥ 10 years post- registration experience		
Engineering: Category D - Technical Staff - Not Registered			
7	Engineer (B.Sc. or higher; ≥ 10 years' experience)		
8	Engineer (B.Sc. or higher; more than 5, less 10 years' experience)		
9	Engineer (B.Sc. or higher; < 5 years' experience)		
10	Technologist (B.Tech. with ≥ 6 years' experience)		
11	Technologist (B.Tech. with < 6 years' experience)		

#	CATEGORY	TOTAL ANNUAL COST OF EMPLOYMENT	HOURLY RATE
12	Technician (N. Dip. with ≥ 6 years' experience)		
13	Technician (N. Dip. with < 6 years' experience)		
14	Draughtsman (civil engineering)		
GEOMATICS			
1	Geomatics Professional (G.Pr.) (detection & mapping of underground services)		
2	Geomatics Professional (G.Pr.) (Topographical Survey)		
3	Geomatics: Category A - Expert/Specialist		
4	Geomatics: Category B - Project Director / Member/ Principal		
5	Geomatics/Geoinformatics/Land Surveying (BSc and higher; ≥ 10 years' experience)		
6	Geomatics/Geoinformatics/Land Surveying (BSc and higher; between 5 and 10 years' experience)		
7	Geomatics/Geoinformatics/Land Surveying (BSc and higher; < 5 years' experience)		
8	Surveying/Cartography (BTech/Ndip with ≥ 6 years' experience)		
9	Surveying/Cartography (BTech/Ndip with < 6 years' experience)		
10	Surveying/Cartography GISc (Ndip)		
11	Draughts person		

C2.2.2: SECTION B: FEES BASED ON A PERCENTAGE OF THE VALUE OF THE WORKS**B1: PROJECT AND CONSTRUCTION MANAGEMENT****B2: QUANTITY SURVEYING****B3: CONSTRUCTION HEALTH AND SAFETY AGENTS****B1. PROJECT AND CONSTRUCTION MANAGEMENT**

1. The percentage fee tendered shall be based on the "Standard Services" for the overall project and for each stage of the project, as set out in SACPCMP Board Notice 168 of 2019, published in Government Gazette, No. 42697, dated 13 September 2019.

2. The Tendered Fee in **Table 1** for projects of value up to **R16m** shall be further broken down per stage in **Table 2**.

3. The Tendered Fee in **Table 1** for projects of value up to **R64m** shall be further broken down per stage in **Table 3**.

4. The Tendered Fee in **Table 1** for projects of value up to **R256m** shall be further broken down per stage in **Table 4**.

5. The Tendered Fee in **Table 1** for projects of value up to **R500m** shall be further broken down per stage in **Table 5**.

Table 1. Project & Construction Management

#	PROJECT VALUE (up to)	Tendered %	Tendered Fee Value (R.c)
1	R16,000,000.00		
2	R64,000,000.00		
3	R256,000,000.00		
4	R500,000,000.00		
TOTAL CARRIED FORWARD TO FORM OF OFFER			

Table 2: Breakdown of fee per stages: Project Value up to R16,000,000.00

Stage	Description	Breakdown of fee tendered in Table 1 (%)	Tendered Fee Value (R.c)
1	Inception	10	
2	Concept & Viability	10	
3	Design Development	25	
4	Documentation & Procurement	10	
5	Construction	40	
6	Close Out	5	
TOTAL (NB - this total must equal the value for item # 1 in table 1)			

Table 3: Breakdown of fee per stages: Project Value up to R64,000,000.00			
Stage	Description	Breakdown of fee tendered in Table 1 (%)	Tendered Fee Value (R.c)
1	Inception	10	
2	Concept & Viability	10	
3	Design Development	25	
4	Documentation & Procurement	10	
5	Construction	40	
6	Close Out	5	
TOTAL (NB - this total must equal the value for item # 2 in table 1)			

Table 4: Breakdown of fee per stages: Project Value up to R256,000,000.00			
Stage	Description	Breakdown of fee tendered in Table 1 (%)	Tendered Fee Value (R.c)
1	Inception	10	
2	Concept & Viability	10	
3	Design Development	25	
4	Documentation & Procurement	10	
5	Construction	40	
6	Close Out	5	
TOTAL (NB - this total must equal the value for item # 3 in table 1)			

Table 5: Breakdown of fee per stages: Project Value up to R500,000,000.00			
Stage	Description	Breakdown of fee tendered in Table 1 (%)	Tendered Fee Value (R.c)
1	Inception	10	
2	Concept & Viability	10	
3	Design Development	25	
4	Documentation & Procurement	10	
5	Construction	40	
6	Close Out	5	
TOTAL (NB - this total must equal the value for item # 4 in table 1)			

B2. QUANTITY SURVEYING

1. The percentage fee tendered shall be based on the "Standard Services" for the overall project and for each stage of the project, as set out in SACQSP Board Notice 170 of 2015, published in Government Gazette, No. 39134, dated 28 August 2015.

2. The Tendered Fee in **Table 6** for projects of value up to **R16m** shall be further broken down per stage in **Table 7**.

2. The Tendered Fee in **Table 6** for projects of value up to **R64m** shall be further broken down per stage in **Table 8**.

2. The Tendered Fee in **Table 6** for projects of value up to **R256m** shall be further broken down per stage in **Table 9**.

2. The Tendered Fee in **Table 6** for projects of value up to **R500m** shall be further broken down per stage in **Table 10**.

Table 6. Quantity Surveying

#	PROJECT VALUE (up to)	Tendered %	Tendered Fee Value (R.c)
1	R16,000,000.00		
2	R64,000,000.00		
3	R256,000,000.00		
4	R500,000,000.00		
TOTAL CARRIED FORWARD TO FORM OF OFFER			

Table 7: Breakdown of fee per stages: Project Value up to R16,000,000.00

Stage	Description	Breakdown of fee tendered in Table 6 (%)	Tendered Fee Value (R.c)
1	Inception	2,5	
2	Concept & Viability	5	
3	Design Development	7,5	
4	Documentation & Procurement	35	
5	Construction	45	
6	Close Out	5	
TOTAL (NB - this total must equal the value for item # 1 in table 6)			

Table 8: Breakdown of fee per stages: Project Value up to R64,000,000.00			
Stage	Description	Breakdown of fee tendered in Table 6 (%)	Tendered Fee Value (R.c)
1	Inception	2,5	
2	Concept & Viability	5	
3	Design Development	7,5	
4	Documentation & Procurement	35	
5	Construction	45	
6	Close Out	5	
TOTAL (NB - this total must equal the value for item # 2 in table 6)			

Table 9: Breakdown of fee per stages: Project Value up to R256,000,000.00			
Stage	Description	Breakdown of fee tendered in Table 6 (%)	Tendered Fee Value (R.c)
1	Inception	2,5	
2	Concept & Viability	5	
3	Design Development	7,5	
4	Documentation & Procurement	35	
5	Construction	45	
6	Close Out	5	
TOTAL (NB - this total must equal the value for item # 3 in table 6)			

Table 10: Breakdown of fee per stages: Project Value up to R500,000,000.00			
Stage	Description	Breakdown of fee tendered in Table 6 (%)	Tendered Fee Value (R.c)
1	Inception	2,5	
2	Concept & Viability	5	
3	Design Development	7,5	
4	Documentation & Procurement	35	
5	Construction	45	
6	Close Out	5	
TOTAL (NB - this total must equal the value for item # 4 in table 6)			

B3. CONSTRUCTION HEALTH & SAFETY AGENTS

1. The percentage fee tendered shall be based on the "Standard Services" for the overall project and for each stage of the project, as set out in SACPCMP Board Notice 167 of 2019, published in Government Gazette, No. 42697, dated 13 September 2019.
2. The Value bands in Table 11 are taken from Table 1 published in SACPCMP Board Notice 184 of 2021, Government Gazette 45663 dated 17 December 2021.
2. The Tendered Fee in **Table 11** for projects of value up to **R11,2m** shall be further broken down per stage in **Table 12**.
2. The Tendered Fee in **Table 11** for projects of value up to **R45m** shall be further broken down per stage in **Table 13**.
2. The Tendered Fee in **Table 11** for projects of value up to **R180m** shall be further broken down per stage in **Table 14**.
2. The Tendered Fee in **Table 11** for projects of value up to **R359,9m** shall be further broken down per stage in **Table 15**.

Table 11. Construction Health & Safety Agent

#	PROJECT VALUE (up to)	Tendered %	Tendered Fee Value (R.c)
1	R11,200,000.00		
2	R45,000,000.00		
3	R180,000,000.00		
4	R359,900,000.00		
TOTAL CARRIED FORWARD TO FORM OF OFFER			

Table 12: Breakdown of fee per stages: Project Value up to R11,200,000.00

Stage	Description	Breakdown of fee tendered in Table 11 (%)	Tendered Fee Value (R.c)
1	Project Initiation & Briefing	5	
2	Concept & Feasibility	20	
3	Design Development	20	
4	Tender Documentation & Procurement	10	
5	Construction Documentation & Management	40	
6	Project Close Out	5	
TOTAL (NB - this total must equal the value for item # 1 in table 11)			

Table 13: Breakdown of fee per stages: Project Value up to R45,000,000.00			
Stage	Description	Breakdown of fee tendered in Table 11 (%)	Tendered Fee Value (R.c.)
1	Project Initiation & Briefing	5	
2	Concept & Feasibility	20	
3	Design Development	20	
4	Tender Documentation & Procurement	10	
5	Construction Documentation & Management	40	
6	Project Close Out	5	
TOTAL (NB - this total must equal the value for item # 2 in table 11)			

Table 14: Breakdown of fee per stages: Project Value up to R180,000,000			
Stage	Description	Breakdown of fee tendered in Table 11 (%)	Tendered Fee Value (R.c.)
1	Project Initiation & Briefing	5	
2	Concept & Feasibility	20	
3	Design Development	20	
4	Tender Documentation & Procurement	10	
5	Construction Documentation & Management	40	
6	Project Close Out	5	
TOTAL (NB - this total must equal the value for item # 3 in table 11)			

Table 15: Breakdown of fee per stages: Project Value up to R359,900,000			
Stage	Description	Breakdown of fee tendered in Table 11 (%)	Tendered Fee Value (R.c)
1	Project Initiation & Briefing	5	
2	Concept & Feasibility	20	
3	Design Development	20	
4	Tender Documentation & Procurement	10	
5	Construction Documentation & Management	40	
6	Project Close Out	5	
TOTAL (NB - this total must equal the value for item # 4 in table 11)			

C2.2.3 MARK-UP ON DISBURSEMENTS

SECTION C: MARK-UP ON DISBURSEMENTS		
Item	Tendered % on a value of R2,000,000.00	Value of the % Mark-up on R2,000,000.00
Mark-up % (on proven costs basis). Any additional services that might be required and any project related expense not covered in tendered fees in section A and B.		R
TOTAL CARRIED FORWARD TO FORM OF OFFER		R