

Transnet National Ports Authority

an Operating Division of **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR PROPOSAL (RFP)

**FOR THE PROVISION OF THE DETAILED ENGINEERING, DESIGN AND CONSTRUCTION OF
THE COMMON USER INFRASTRUCTURE FOR THE PORT OF RICHARDS BAY LIQUEFIED
NATURAL GAS TERMINAL**

RFP NUMBER	: TNPA/2023/05/0004/28328/RFP
ISSUE DATE	: 14/07/2023
COMPULSORY CLARIFICATION MEETING	: 24/07/2023
CLOSING DATE	: 14/09/2023
CLOSING TIME	: 16h00
TENDER VALIDITY PERIOD	: 12 Weeks from closing date

This RFP includes the Two Envelope System as per CIDB PP2E:

- Envelope 1: Technical Proposal (TNPA/2023/05/0004/28328/RFP)**
- Envelope 2: Financial Proposal (TNPA/2023/07/0008/34701/RFP)**

**Please see T2.1 List of Returnable Documents for returnable documents
required for Envelope 1 and Envelope 2**

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- C4.1 Site Information

The Tender

Part T1: Tendering Procedures

T1.1 Tender Notice and Invitation

T1.1 TENDER NOTICE AND INVITATION TO TENDER

SECTION 1: NOTICE TO TENDERERS

1. INVITATION TO TENDER

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

DESCRIPTION	Detailed Engineering, Design and Construction of the common user Infrastructure for the Port of Richards Bay Liquefied Natural Gas terminal
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.
COMPULSORY TENDER CLARIFICATION MEETING	A Compulsory Tender Clarification Meeting will be conducted at Transnet National Ports Authority, Port of Richards Bay Pioneer Centre, 24 July 2023, at 10:00am [10 O'clock] for a period of $\pm$ 3 (three) hours. [Tenderers to provide own transportation and accommodation]. The Compulsory Tender Clarification Meeting will start punctually, and information will not be repeated for the benefit of Tenderers arriving late. A Site visit/walk will take place, tenderers are to note: - Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats. - Tenderers without the recommended PPE will not be allowed on the site walk. - Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyser testing. - All forms of firearms are prohibited on Transnet properties and premises. - The relevant persons attending the meeting must ensure that their identity documents, passports or driver's licences are on them for inspection at the access control gates. Certificate of Attendance in the form set out in the Returnable Schedule T2.2-01 hereto must be completed and submitted with your Tender as proof of attendance is required for a compulsory site meeting and/or tender briefing. Tenderers are required to bring this Returnable Schedule T2.2-01 to the Compulsory Tender Clarification Meeting to be signed by the Employer's Representative. Tenderers failing to attend the compulsory tender briefing will be disqualified.

CLOSING DATE	16h00 on (14/09/2023) Tenderers must ensure that tenders are uploaded timeously onto the system. No late tender submissions will be accepted.
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2. TENDER SUBMISSION

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

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

Log on to the Transnet eTenders management platform website

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

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

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

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

d) This RFP includes the Two Envelope System as per CIDB PP2E:

- **Envelope 1: Technical Proposal (TNPA/2023/05/0004/28328/RFP)**
- **Envelope 2: Financial Proposal (TNPA/2023/07/0008/34701/RFP)**

Please see T2.1 List of Returnable Documents for returnable required for Envelope 1 and Envelope 2

3. CONFIDENTIALITY

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

4. DISCLAIMERS

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

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

4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable [clause 12 on T2.2-25], [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.

4.12. **Not be held liable if tenderers submit their Financial Proposal with envelope one.**

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

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

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

6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

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

**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**

"HOW TO" GUIDE FOR BIDDERS

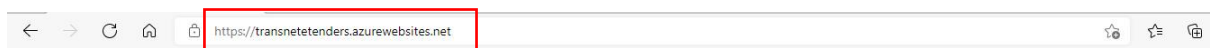
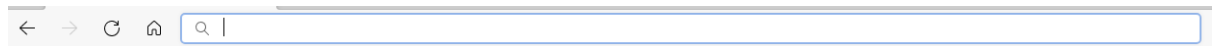
REGISTER ON ETENDER PORTAL

ACCESS TENDERS

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

Go to Google Chrome 

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



https://transnetetender.b2clogin.com/transnetetender.onmicrosoft.com/b2c_1_signupsignin/oauth2/v2.0/authorize?client



Sign in with your email address

[Forgot your password?](#)

[Sign in](#)

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

If not already registered, click on Sign up now.

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

[Cancel](#)



[Send verification code](#)

Country/Region



[Create](#)

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

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

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

Send verification code

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

< Cancel



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

abc@gmail.com

Verification Code

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

Verify code

Send new code

.....

Forgot your password?

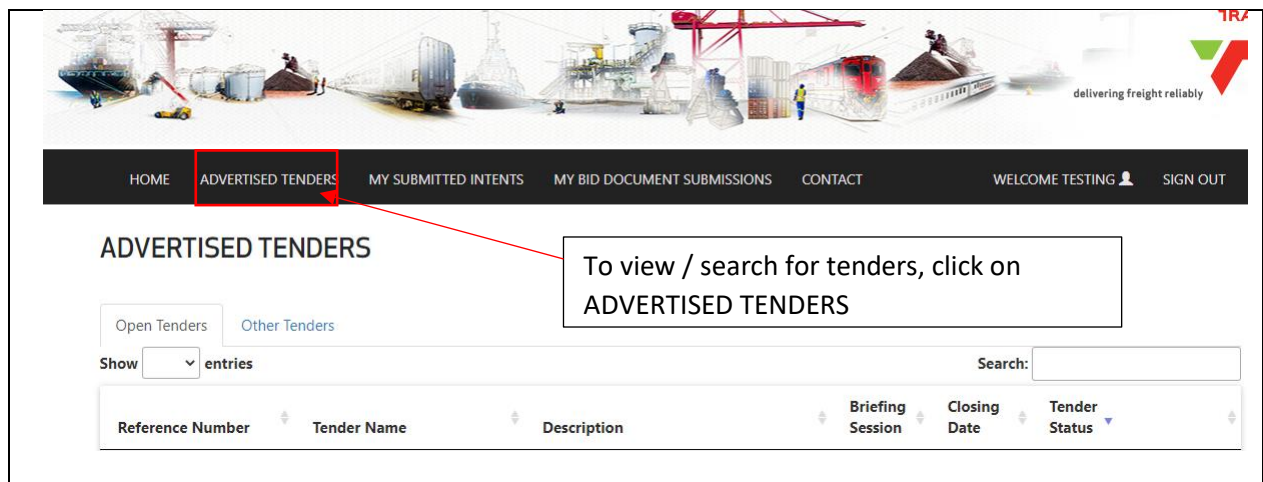
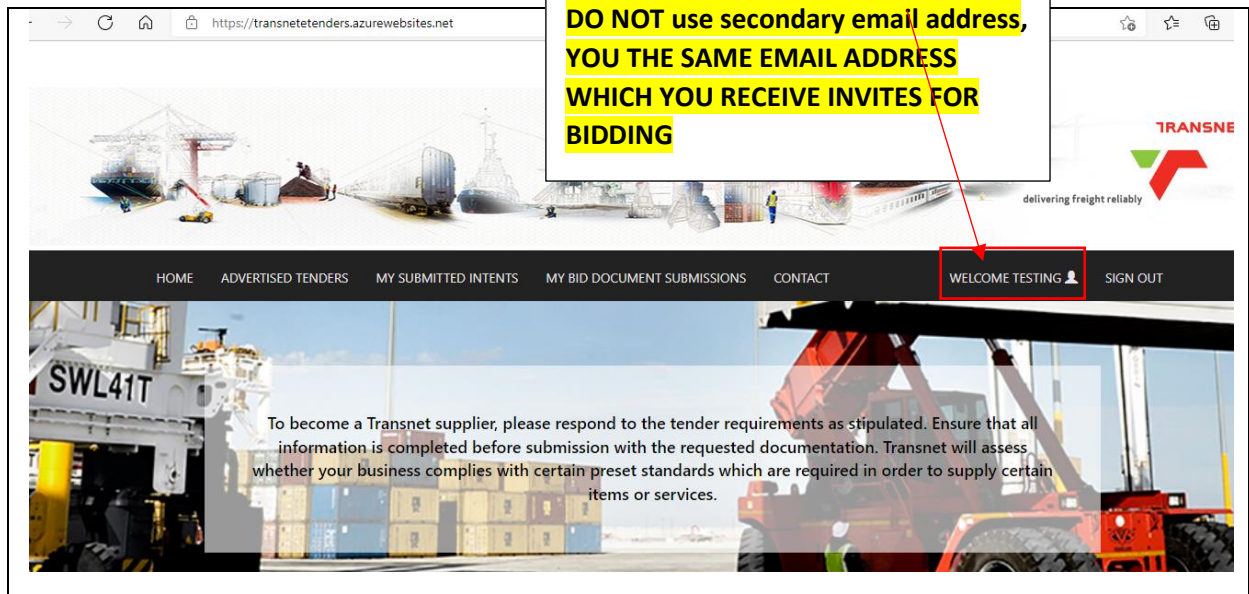
Sign in

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

Then click on Sign in

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

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



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

File Message Help Tell me what you want to do

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

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

SRV-TCC-Etender
To noreply@transnet.net

This message was sent with Low importance.

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

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

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

Kind Regards,
Transnet eTenders

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

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

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

ADVERTISED TENDERS

Open Tenders Other Tenders

Show entries Search:

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

When signed in, select "ADVERTISED TENDERS".

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

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

ADVERTISED TENDERS

Open Tenders
Other Tenders

Show
▼
entries
Search:

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

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ADVERTISED TENDERS
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ADVERTISED TENDERS

Open Tenders
Other Tenders

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

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

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

ADVERTISED TENDERS

Open Tenders
Other Tenders

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

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

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

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

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

TENDER DETAILS

Tender Details

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

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

2.14 Standard Terms and Conditions of Contract f

2.18 Supplier Integrity Pact_April 2020_v1.pdf

2.19 Non Disclosure Agreement_April 2020_v1.pdf

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

Log An Intent To Bid
☐

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

Tender Details

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

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

2.14 Standard Terms and Conditions of Contract f

2.18 Supplier Integrity Pact_April 2020_v1.pdf

2.19 Non Disclosure Agreement_April 2020_v1.pdf

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

Log An Intent To Bid
☒

Tender Details

Tender Reference Number

Name Of Tender

Description

Tender Type RFQ

Contact Person Charl du Preez Transnet Engineering SLR

Contact Person Email Address Charl.duPreez@transnet.net

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

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

Briefing Date And Time

Briefing Details

Location Of Service

Name Of Institution

Tender Category

Tender Status

Intent to Bid

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

Close

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

Briefing Session

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

Attachments

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

Log An Intent To Bid

☒

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



delivering freight reliably

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

MY SUBMISSION INTENTS

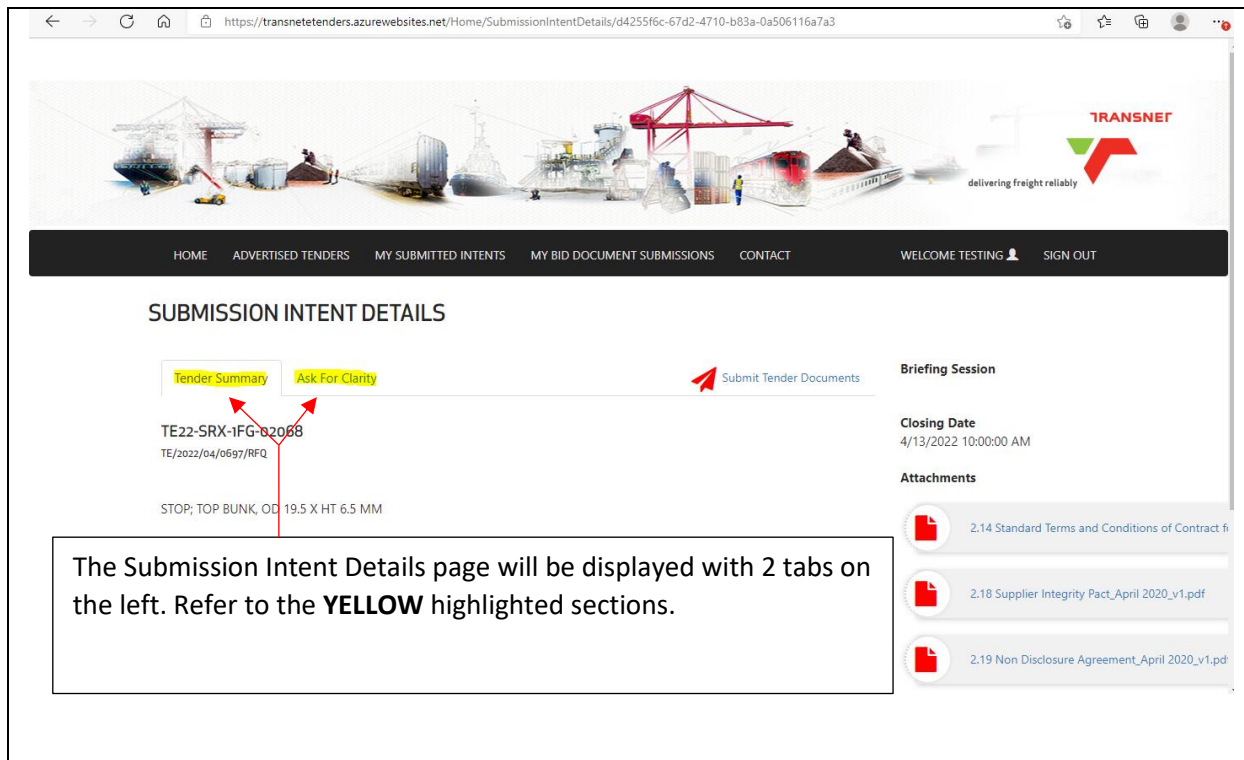
Show 10 entries

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

Showing 1 to 1 of 1 entries

Previous 1 Next

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



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

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

SUBMISSION INTENT DETAILS

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

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

STOP, TOP BUNK, OD 19.5 X HT 6.5 MM

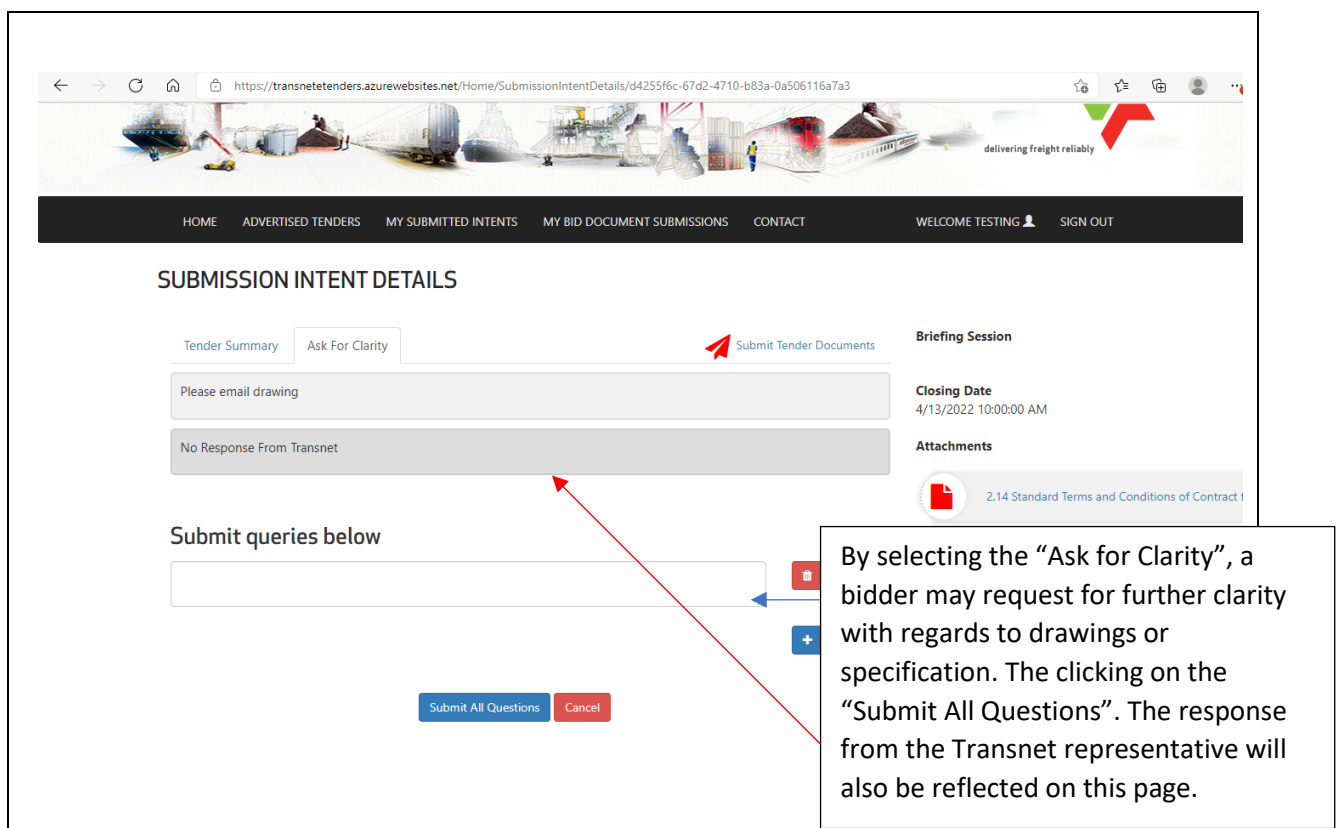
Briefing Session

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

Attachments

- 2.14 Standard Terms and Conditions of Contract fi
- 2.18 Supplier Integrity Pact_April 2020_v1.pdf
- 2.19 Non Disclosure Agreement_April 2020_v1.pdf

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



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

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

SUBMISSION INTENT DETAILS

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

Please email drawing

No Response From Transnet

Submit queries below

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

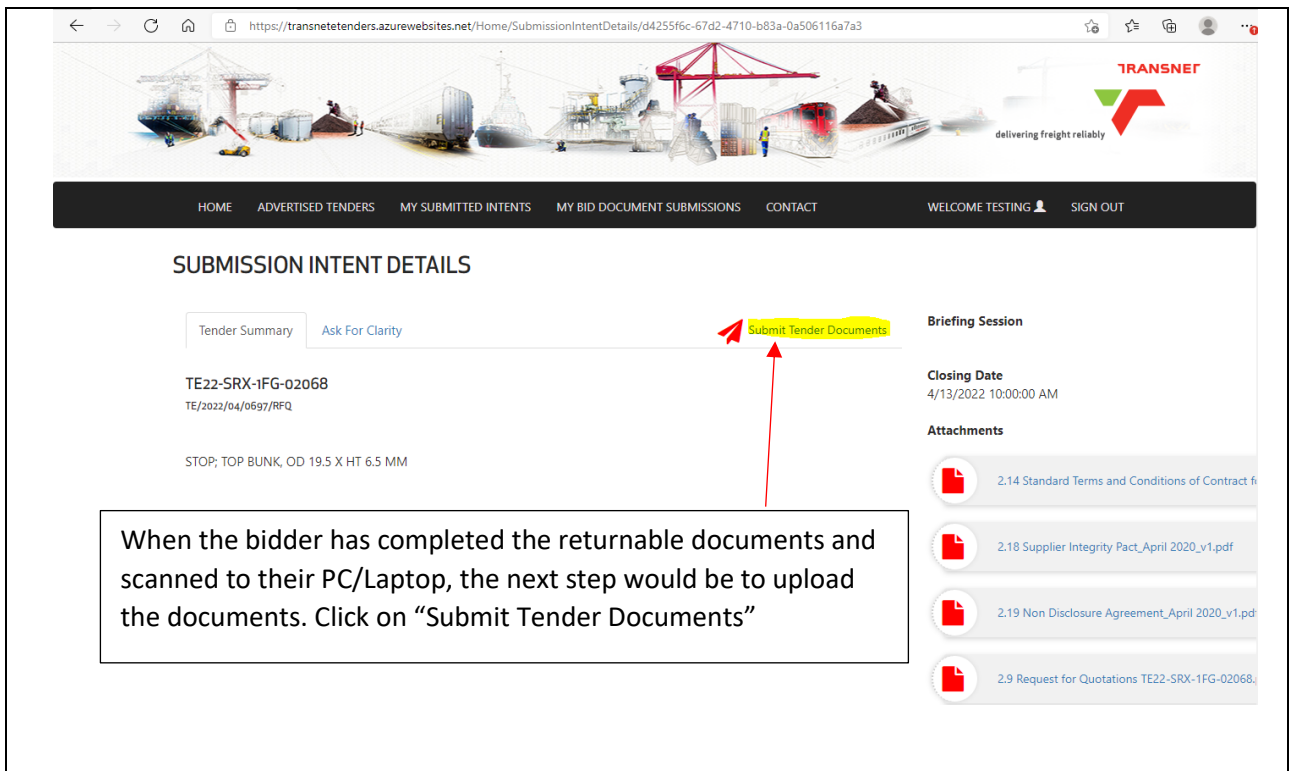
Briefing Session

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

Attachments

- 2.14 Standard Terms and Conditions of Contract 1

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



Submission Intent Details

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

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

STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

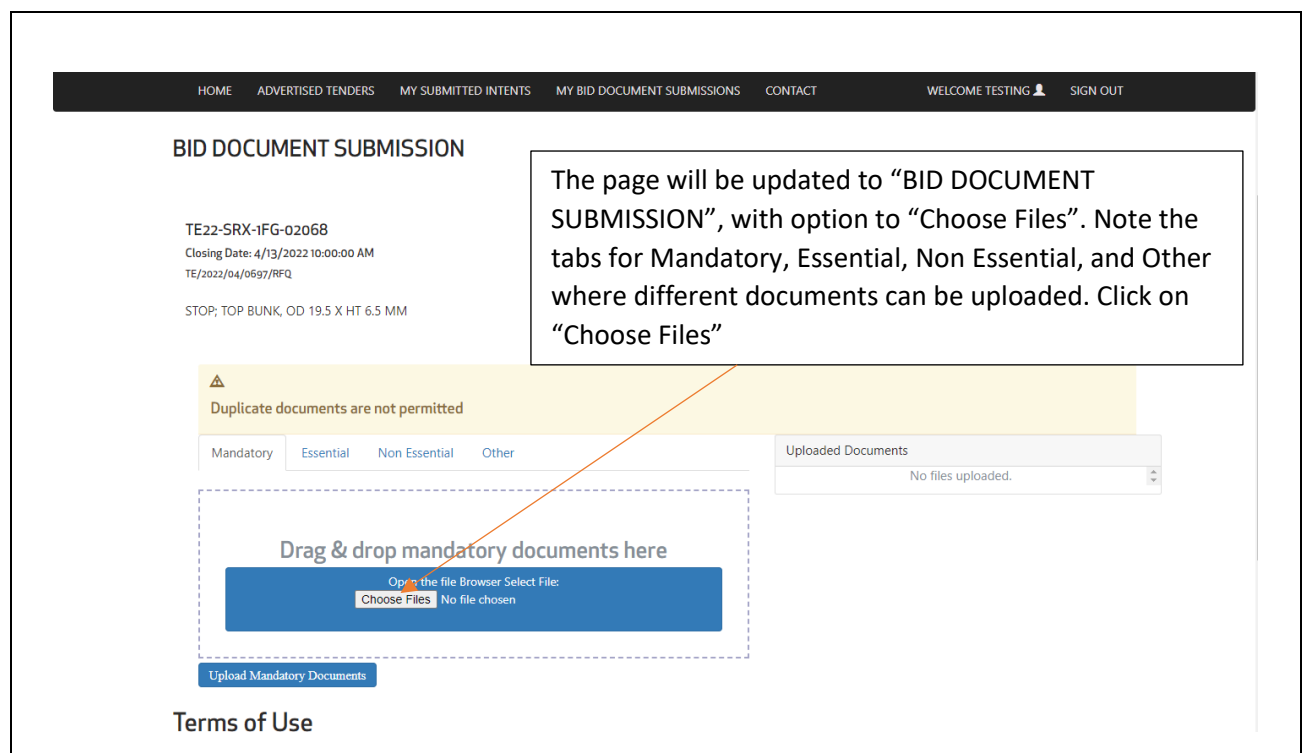
When the bidder has completed the returnable documents and scanned to their PC/Laptop, the next step would be to upload the documents. Click on “Submit Tender Documents”

Briefing Session

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

Attachments

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



BID DOCUMENT SUBMISSION

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

STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

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

Duplicate documents are not permitted

Mandatory Essential Non Essential Other

Uploaded Documents
No files uploaded.

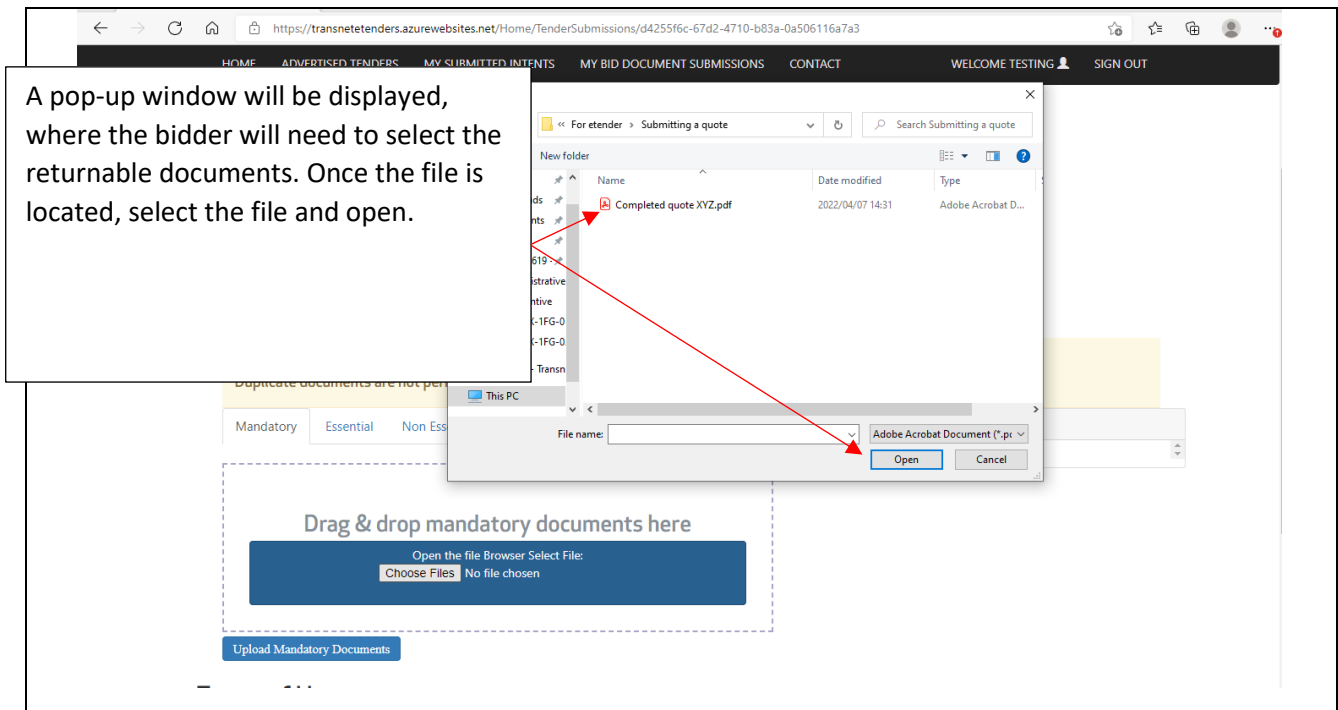
Drag & drop mandatory documents here

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

Upload Mandatory Documents

Terms of Use

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



BID DOCUMENT SUBMISSION

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

Duplicate documents are not permitted

Mandatory Essential Non Essential Other

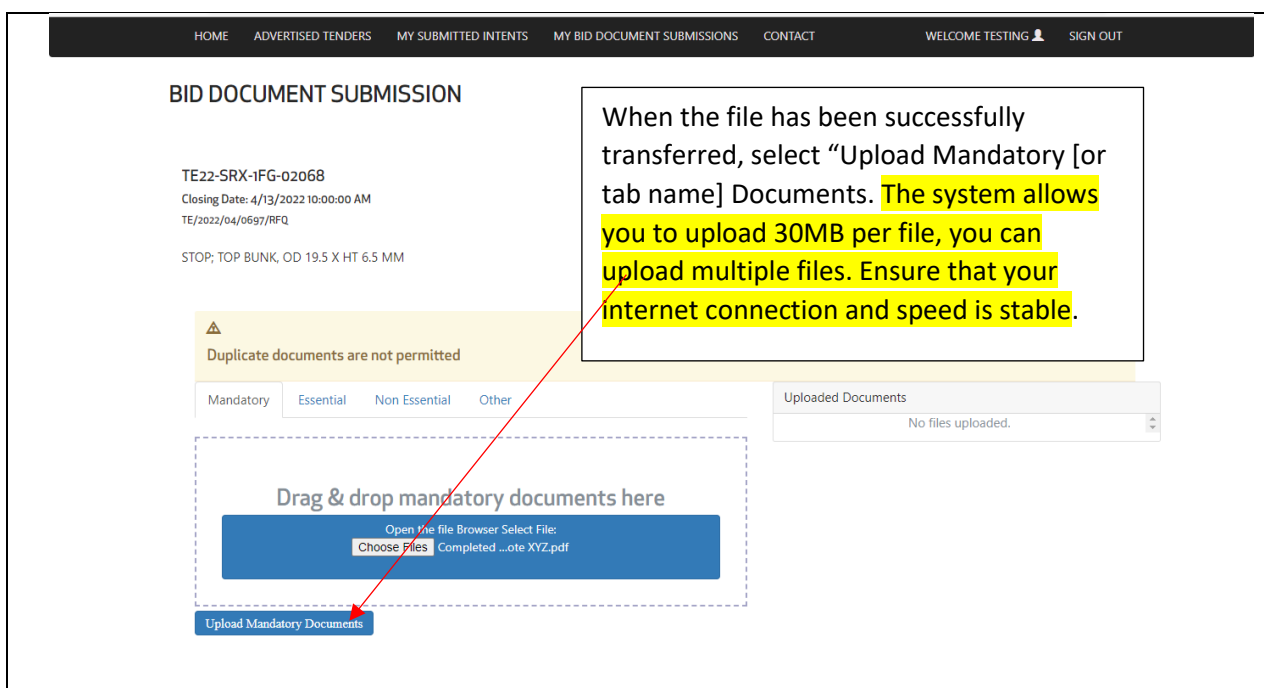
Drag & drop mandatory documents here

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

Upload Mandatory Documents

Uploaded Documents
 No files uploaded.

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



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

TE/2022/04/0697/RFQ

STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

⚠ Duplicate documents are not permitted

Mandatory Essential Non Essential Other

Drag & drop mandatory documents here

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

Upload Mandatory Documents

Uploaded Documents

Completed quote XYZ.pdf - Document Type: Mandatory Documents

Delete

Terms of Use

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

← Back

→ Submit Bid



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Annex C

Standard Conditions of Tender

C.1 General

C.1.1 Actions

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

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

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

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

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

C.1.2 Tender Documents

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

C.1.3 Interpretation

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

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

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

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

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

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

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

C.1.4 Communication and employer's agent

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

C.1.5 Cancellation and Re-Invitation of Tenders

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

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

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

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

C.1.6 Procurement procedures

C.1.6.1 General

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

C.1.6.2 Competitive negotiation procedure

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

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

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

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

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

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

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

C.1.6.3.2 Option 2

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

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

C.2 Tenderer's obligations

C.2.1 Eligibility

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

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

C.2.2 Cost of tendering

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

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

C.2.3 Check documents

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

C.2.4 Confidentiality and copyright of documents

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

C.2.5 Reference documents

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

C.2.6 Acknowledge addenda

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

C.2.7 Clarification meeting

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

C.2.8 Seek clarification

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

C.2.9 Insurance

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

C.2.10 Pricing the tender offer

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

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

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

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

C.2.11 Alterations to documents

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

C.2.12 Alternative tender offers

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

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

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

C.2.13 Submitting a tender offer

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

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

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

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

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

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

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

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

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

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

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

C.2.15 Closing time

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

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

C.2.16 Tender offer validity

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

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

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

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

C.2.17 Clarification of tender offer after submission

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

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

C.2.18 Provide other material

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

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

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

C.2.19 Inspections, tests and analysis

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

C.2.20 Submit securities, bonds and policies

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

C.2.21 Check final draft

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

C.2.22 Return of other tender documents

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

C.2.23 Certificates

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

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

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

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

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

C.3.2 Issue Addenda

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

C.3.3 Return late tender offers

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

C.3.4 Opening of tender submissions

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

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

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

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

C.3.5 Two-envelope system

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

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

C.3.6 Non-disclosure

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

C.3.7 Grounds for rejection and disqualification

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

C.3.8 Test for responsiveness

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

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

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

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

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

C.3.9 Arithmetical errors, omissions and discrepancies

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

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

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

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

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

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

C.3.10 Clarification of a tender offer

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

C.3.11 Evaluation of tender offers

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

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

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

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

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

C.3.11.1 General

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

C.3.12 Insurance provided by the employer

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

C.3.13 Acceptance of tender offer

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

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

C.3.14 Prepare contract documents

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

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

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

C.3.15 Complete adjudicator's contract

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

C.3.16 Registration of the award

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

C.3.17 Provide copies of the contracts

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

C.3.18 Provide written reasons for actions taken

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

T1.2 Tender Data

T1.2 TENDER DATA

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

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

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

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

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

	Part C3: Scope of work	C3.1 Works Information
	Part C4: Site information	C4.1 Site information
C.1.4	The Employer's agent is:	Procurement Officer
	Name:	Mphoyakaomphile Ngwenya
	Address:	Transnet National Ports Authority 237 Mahatma Ghandi Road Durban 4001
	E – mail	Mphoyakaomphile.ngwenya@transnet.net
C.2.1	Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders: 1. Stage One - Eligibility with regards to attendance at the compulsory clarification meeting: An authorised representative of the tendering entity or a representative of a tendering entity that intends to form a Joint Venture (JV) must attend the compulsory clarification meeting in terms C2.7 2. Stage Two - Eligibility in terms of the Construction Industry Development Board: a) Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, designation of 9CE class of construction work, are eligible to have their tenders evaluated. b) Joint Venture (JV) Joint ventures are eligible to submit tenders subject to the following: - every member of the joint venture is registered with the CIDB; - the lead partner has a Contractor grading designation of not lower than one level below the required class of construction works under consideration and possesses the required recognition status; and - the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a 9CE class of construction work in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations The tenderer shall provide a certified copy of its signed joint venture agreement	

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

3. Stage Three – Functionality:

Only those tenderers who obtain the minimum qualifying score for functionality will be evaluated further in terms of price and the applicable preference point system. The minimum qualifying for score for functionality is **65** points.

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

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

C.2.7 The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. **Tenderers must complete and sign the attendance register.** Addenda will be issued to and tenders will only be received from those tendering entities including those entities that intends forming a joint venture appearing on the attendance register.

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

C.2.12 No alternative tender offers will be considered.

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

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

Identification details:	The tender documents must be uploaded with: ▪ Name of Tenderer: (insert company name) ▪ Contact person and details: (insert details) ▪ The Tender Number: ▪ The Tender Description
-------------------------	---

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

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

C.2.15 The closing time for submission of tender offers is:

Time: **16:00pm** on the **14 September 2023**

Location: The Transnet e-Tender Submission Portal:

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

NO LATE TENDERS WILL BE ACCEPTED

- C.2.16 The tender offer validity period is **12 weeks** after the closing date. Tenderers are to note that they may be requested to extend the validity period of their tender, on the same terms and conditions, if Transnet's internal evaluation and governance approval processes has not been finalised within the validity period.
- C.2.23 The tenderer is required to submit with his tender:
1. A valid Tax Clearance Certificate issued by the South African Revenue Services.
Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status.
 2. A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a **sworn affidavit** confirming annual turnover and level of black ownership, in line with the code of good practice, together with the tender;
 3. A valid CIDB certificate in the correct designated grading;
 4. Proof of registration on the Central Supplier Database;
 5. Letter of Good Standing with the Workmen's compensation fund by the tendering entity or separate Letters of Good Standing from all members of a newly constituted JV.

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

- C3.11 The minimum number of evaluation points for functionality is: **65**

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

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

Functionality Criteria

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

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

Functionality criteria	Sub-criteria	Sub-criteria points	Maximum number of points
T2.2-03 Programme	- Program to indicate logical order and timelines of all activities.	4	10
	- The Contractor indicates how he plans in achieving dates and clearly demonstrate them on the schedule by complying with Clause 31.2 of the NEC ECC	2	
	- Time Risk Allowance	2	
	- Basis of schedule	2	
T2.2-04 Quality Management	- The Project Quality Plan (PQP)	4	10
	- Quality Control Plans	3	
	- ISO 9001:2015 Cert	2	
	- Quality Policy	1	
T2.2-05 Environmental Management	- Enviro Assessment Practitioner	5	10
	- Enviro Management Procedures	5	
T2.2-06 Health and Safety Requirements	- Health & Safety Plan	3	15
	- Risk assessments	4	
	- Roles & Responsibilities	2	
	- Performance Statistics	3	
	- Cost Breakdown Sheet	3	
T2.2-07 Approach Paper	Technical approach and methodology	25	25

T2.2-08 Previous Experience	- Design of Marine Infrastructure projects	5	30
	- Design of Gas Pipelines projects	5	
	- Design of Bulk Services projects	5	
	- Construction of Marine Infrastructure projects	5	
	- Construction of Gas Pipelines projects	5	
	- Construction of Bulk Services projects	5	
Maximum possible score for Functionality			100

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

- T2.2-03 Programme
- T2.2-04 Quality Management
- T2.2-05 Environmental Management
- T2.2-06 Health and Safety Requirements
- T2.2-07 Approach Paper
- T2.2-08 Previous Experience

Each evaluation criteria will be assessed in terms of scores of 0, 20, 40, 60, 80 or 100. The scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for functionality, unless scored collectively. (See CIDB Inform Practice Note #9).

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

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

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

Thresholds	Minimum Threshold
Technical / functionality	65

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

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

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

Specific Goals	Number of points (90/10 system)
B-BBEE Status Level of Contributor 1 or 2	3.00
The promotion of enterprises located in uMhlathuze Local Municipality for work to be done or services to be rendered in that municipal area	3.00
The promotion of supplier development through subcontracting a minimum of 30% of the value of Construction of Marine structures - Berth 207 Construction of gas transmission pipeline and support system Construction of Bulk services	4.00

Construction of land storage facility portions of the contract to /with EMEs and/or QSEs 51% owned by black people, youth, women or disabled people	
Non-compliant and/or B-BBEE Level 3-8 contributors	0.00
Specific Goals	Number of points (90/10 system)

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 consolidate scorecard will be accept) as per DTIC guidelines
30% Black Women Owned Entities	B-BBEE Certificate / Sworn-Affidavit / CIPC B-BBEE Certificate (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines
50% Black Youth Owned Entities	Certified copy of ID Documents of the Owners and B-BBEE Certificate / Affidavit (in case of JV, a consolidate scorecard will be accepted)
Entities Owned by People with Disability (PWD)	Certified copy of ID Documents of the Owners and Doctor's note confirming the disability and/or Employment Equity Act 1 (EEA1) form.
South African Enterprises	CIPC Registration Documents
EME or QSE 51% Black Owned	B-BBEE Certificate / Affidavit (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines
Entities that are 51 % Black Owned	B-BBEE Certificate / Sworn-Affidavit B-BBEE Certificate (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines
NIPP	NIPP Returnable documents
Creation of new jobs and labour intensification	Returnable section T2.2-28 on job creation.
The promotion of supplier development through sub-contracting or JV for a minimum of 30% of the value	Sub-contracting agreements and Declaration / Joint Venture Agreement. Certified copy of ID Documents of the Owners and B-BBEE Certificate / Affidavit (in case of JV, a consolidate scorecard will be accepted) of the sub-contracted entities.

of a contract to South African Companies which are: A) % Black Women, 51% black Youth and 51% people with disabilities. B) Entities with a specified minimum B-BBEE level (1 and 2) C) EMEs and/or QSEs who are 51% black-owned	
The promotion of enterprises located in a specific province/region/ municipal area for work to be done or services to be rendered in that province/region/ municipal area	CIP - Registered address of entity

The maximum points for this bid are allocated as follows:

<u>DESCRIPTION</u>	<u>POINTS</u>
PRICE	90
B-BBEE STATUS LEVEL OF CONTRIBUTION Level 1 & Level 2 = 3 Points The promotion of enterprises located in uMhlathuze Local Municipality for work to be done or services to be rendered in that municipal area = 3 Points The promotion of supplier development through subcontracting a minimum of 30% of the value of • Construction of Marine structures - Berth 207 • Construction of gas transmission pipeline and support system • Construction of Bulk services • Construction of land storage facility	10

portions of the contract to /with EMEs and/or QSEs 51% owned by black people, youth, women or disabled people = 4 points Non-compliant contributor (3 – 9) = 0 points	
Total points for Price and Specific Goals must not exceed	100

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

C.3.13 Tender offers will only be accepted if:

- a) The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- b) the tenderer does not appear on Transnet's list for restricted tenderers and National Treasury's list of Tender Defaulters;
- c) 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.
- d) Transnet reserves the right to award the tender to the tenderer who scores the highest number of points overall, unless there are **objective criteria** which will justify the award of the tender to another tenderer. Objective criteria include but are not limited to the outcome of a due diligence exercise to be conducted. The due diligence exercise may take the following factors into account inter alia;

the tenderer:

- e) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- f) is not undergoing a process of being restricted by Transnet or other state institution that Transnet may be aware of,
- g) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical

- facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- h) has the legal capacity to enter into the contract,
 - i) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
 - j) complies with the legal requirements, if any, stated in the tender data and
 - k) is able, in the option of the employer to perform the contract free of conflicts of interest.

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

Part T2: Returnable Documents

T2.1: List of Returnable Documents

T2.1 List of Returnable Documents

- 1. Technical Proposal (Envelope 1): must be submitted by the closing bid and time, failing which tenderers will be regarded as non-responsive and will be disqualified (TNPA/2023/05/0004/28238/RFP)**

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

T2.2-01 **Stage One** - Eligibility with regards to attendance at the compulsory clarification meeting

T2.2-02 **Stage Two as per CIDB: Eligibility Criteria Schedule – 9 CE**

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

T2.2-03 **Evaluation Schedule:** Programme

T2.2-04 **Evaluation Schedule:** Quality Plan

T2.2-05 **Evaluation Schedule:** Environmental Management

T2.2-05 a) Declaration of Understanding

T2.2-06 **Evaluation Schedule:** Health and Safety Requirements

: Health, Safety Questionnaire

T2.2-07 **Evaluation Schedule:** Approach Paper

T2.2-08 **Evaluation Schedule:** Previous experience

2.1.3 Returnable Schedules:

General:

T2.2-09 Intention to Tender

T2.2-10 Authority to submit tender

T2.2-11 Record of addenda to tender documents

T2.2-12 Letter of Good Standing

T2.2-13 Risk Elements

T2.2-14 Proposed Organisation Staffing

T2.2-15 Site Establishment requirements

T2.2-16 Availability of Equipment and Other Resources

T2.2-17 Capacity and Ability to meet Delivery Schedule

T2.2-18 List of Proposed Sub-Contractors



2.1.4 Agreement and Commitment by Tenderer:

T2.2-19 DPIP or FPPO

T2.2-20 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")

T2.2-21 Non-Disclosure Agreement

T2.2-22 RFP Declaration Form

T2.2-23 Service Provider Integrity Pact

T2.2-24 Certificate of Acquaintance with Tender Document

T2.2-25 RFP – Breach of Law

T2.2-26 CIDB SFU ANNEX G Compulsory Enterprise Questionnaire

T2.2-27 Supplier Code of Conduct

T2.2-28 Job Creation

T2.2-29 Organogram & CV's of Key Persons

2.1.5 Bonds/Guarantees/Financial/Insurance:

T2.2-30 Insurance provided by the Contractor

T2.2-33 Three (3) years audited financial statements

2.1.6 Transnet Vendor Registration Form:

T2.2-34 Transnet Vendor Registration Form

2. Financial Proposal (Envelope 2) must be submitted by the closing bid and time, failing which tenderers will be regarded as non-responsive and will be disqualified (TNPA/2023/07/0008/34701/RFP)

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

2.3 C1.2 Contract Data

2.4 C1.3 Forms of Securities

2.5 C2.1 Pricing Instructions (Activity Schedule)

2.6 C2.2 Activity Schedule

T2.2-06 (b) TNPA Estimate Health and Safety Cost Breakdown

T2.2-31 (a) Form of Intent to provide a Performance Guarantee

T2.2-32 Forecast Rate of Invoicing

T2.2: Returnable Schedules

**These Schedules are required for
Evaluation Purposes**

**1. TECHNICAL PROPOSAL (ENVELOPE 1): MUST BE
SUBMITTED BY THE CLOSING TIME AND DATE, FAILING
WHICH TENDERES WILL BE REGARDED AS NON-
RESPONSIVE
TENDER NUMBER TNPA/2023/05/0004/28238/RFP**

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

This is to certify
that

(Company
Name)

Represented
by:

(Name and
Surname)

Was represented at the compulsory tender clarification meeting

Held at:		
On (date)		Starting time:

Particulars of person(s) attending the meeting:

Name

Signature

Capacity

Attendance of the above company at the meeting was confirmed:

Name

Signature

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

Date

T2.2-02: Eligibility Criteria Schedule - CIDB Grading Designation

Note to tenderers:

Tenderers are to indicate their CIDB Grading by filling in the table below. **Attach a copy of the CIDB Grading Designation or evidence of being capable of being so registered.**

CRS Number	Status	Grading	Expiry Date

- a) Only those tenderers who are registered with the CIDB in a contractor grading designation equal to and in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, designation of **9CE** class of construction work, are eligible to have their tenders evaluated. (8CE PE class of construction works are not eligible to submit a tender.)

Joint Venture (JV)

Joint ventures are eligible to submit tenders subject to the following:

1. every member of the joint venture is registered with the CIDB;
 2. the lead partner has a contractor grading designation of not lower than one level below the required class of construction works under consideration and possesses the required recognition status; and
 3. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to and in accordance with the sum tendered for **9CE** class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations
- The tenderer shall provide a certified copy of its signed joint venture agreement.

T2.2-03: Evaluation Schedule: Programme (10 points)

Note to tenderers:

The Tenderer provides a hard copy of the proposed programme and/or makes reference to his proposed programme and electronic programme developed using a scheduling software tool.

The tenderer shall provide the proposed programme detailed to minimum of level 4 showing as a minimum the following: -

Project program to indicate the logical order and timelines of all activities as per the scope of work.

Program (Schedule of work) to detail each activity and its durations in the form of Gantt chart.

Level 4 (Construction schedule) with the following requirements:

1. Work breakdown structure in logical order,
2. Durations and dates for all work is shown,
3. Key milestones and critical paths in MS project/primavera format and Basis of schedule aligned with the programme.

The Contractor indicates how he plans in achieving dates and clearly demonstrate them on the schedule by complying with Clause 31.2 of the NEC ECC-Initiate starting dates, access dates, planes completion, sectional completion dates and completion dates.

The Programme must clearly demonstrate adequate provisions for Time Risk Allowance(TRA). Time risk allowance are no float, are owned by the Tenderer, can be included in the activity duration, and illustration in the schedule in the code field or as an attachment.

The Basis of schedule document is required, stipulating, but not limited to, underlying assumptions conditions, constraints, and approach to proving the works as detailed in the programme.

The Tenderer must demonstrate the facility meets the minimum requirement.	The tenderer shall demonstrate the following:						
		Score 0	Score 20	Score 40	Score 60	Score 80	Score 100
Project program to indicate the logical order and timelines of all activities as per the scope of work. Program (Schedule of work) to detail each activity and its durations in the form of gantt chart. Level 4 (Construction schedule) with the following requirements: 1. Work breakdown structure in logical order, 2. Durations and dates for all work is shown, 3. Key milestones and critical paths in MS project/primavera format and Basis of schedule aligned with the programme.	4	The Tenderer has submitted no information to determine a score.	The Programme must be in Microsoft Project/ Primavera software. The programme is not acceptable as it will not satisfy project objectives or requirements. The tenderer has misunderstood the Scope of Work.	The Programme must be in Microsoft Project/ Primavera software. The programme is generic, not practical, and unrealistic. The tenderer has misunderstood certain aspects of the Scope of the Works and does not deal with the critical aspects of the project/WBS element in question as a subset of the overall project.	The Programme must be in Microsoft Project/ Primavera software and Level 4(Construction programme). The overall programme/ WBS element in question addresses specific project objectives.	The Programme must be in Microsoft Project/ Primavera software and Level 4(Construction programme) The overall programme/ WBS element in question addresses specific project objectives. The programme/WBS element complies with the stipulations of NEC ECC Clause 31.2.	The Programme must be in Microsoft Project/ Primavera software and Level 4(Construction programme) The overall programme/ WBS element in question addresses specific project objectives. The programme/WBS element complies with the stipulations of NEC ECC Clause 31.2. The tenderer has adequately demonstrated undertaking the procurement process for all long lead items, inductions, permits, medicals i.e. all long lead items considered with sufficient durations allowed for timelines

Evaluation schedule:

T2.2-02 Programme

								associated with same.
The Contractor indicates how he plans in achieving dates and clearly demonstrate them on the schedule by complying with Clause 31.2 of the NEC ECC- Initiate starting dates, access dates, planes completion, sectional completion dates and completion dates.		2	The Tenderer has submitted no information to determine	The Programme must be in Microsoft Project/ Primavera software. The tenderer has not addressed critical access requirements. The tenderer has not allowed timing for approval processes for SHEQ documentation.)	The Programme must be in Microsoft Project/ Primavera software and Level 4(Construction programme). The tenderer has addressed critical but not all access requirements. The tenderer has not allowed sufficient timing for approval processes for SHEQ documentation.	The Programme must be in Microsoft Project/ Primavera software and Level 4(Construction programme). The tenderer has adequately addressed all access requirements. The tenderer has not allowed sufficient timing for approval processes for SHEQ documentation.	The Programme must be in Microsoft Project/ Primavera software and Level 4(Construction programme). The tenderer has adequately addressed all access requirements. The tenderer has allowed sufficient timing for approval processes for SHEQ documentation.	The Programme must be in Microsoft Project/ Primavera software and Level 4(Construction programme). The tenderer has adequately addressed all access requirements. The tenderer has allowed sufficient timing for approval processes for SHEQ documentation. Project phases clearly defined. Schedule showing durations of activities, Major Milestone, Planned Start Date & Planned Completion Date
The Programme must clearly demonstrate adequate provisions for Time Risk Allowance(TRA). Time risk allowance are no float, are owned by the Tenderer, can be included in the activity duration, and illustration in the schedule in the		2	The Tenderer has submitted no information to determine a score.	The Programme must be in Microsoft Project/ Primavera software. The tenderer has addressed some but not all date requirements and submission	The Programme must be in Microsoft Project/ Primavera software and Level 4(Construction programme). The tenderer has addressed some but not all date requirements and submission contain critical logic and	The Programme must be in Microsoft Project/ Primavera software and Level 4(Construction programme). The tenderer has addressed all date requirements correctly and submission contains logic and sequencing which is accurate and renders the submission realistic and	The Programme must be in Microsoft Project/ Primavera software and Level 4(Construction programme).The tenderer has addressed all date requirements correctly and submission contains logic and sequencing which is accurate, and renders the submission realistic and achievable. The	The Programme must be in Microsoft Project/ Primavera software and Level 4(Construction programme).The tenderer has addressed all date requirements correctly and submission contains logic and sequencing which is accurate, and renders the

Evaluation schedule:

T2.2-02 Programme

code field or as an attachment.				contain critical logic and sequencing errors which renders it unrealistic/unachievable. The tenderer has not demonstrated Time Risk Allowance (TRA).	sequencing errors which renders it unrealistic/unachievable. The tenderer has demonstrated inadequate provision for Time Risk Allowance (TRA).	achievable. The tenderer has demonstrated inadequate provision for Time Risk Allowance.	tenderer has demonstrated adequate provision for Time Risk Allowance (TRA).	submission realistic and achievable. The tenderer has demonstrated adequate provision for Time Risk Allowance (TRA). The tenderer has demonstrated adequate provision for Time Risk Allowance (TRA) i.e. TRA demonstrated in sufficient quantities and correctly assigned to specific activities and/or critical components of the scope which are likely to be subject to uncertainty.
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Evaluation schedule:

T2.2-02 Programme

The Basis of schedule document is required, stipulating, but not limited to, underlying assumptions conditions, constraints, and approach to proving the works as detailed in the programme.		2	The Tenderer has submitted no information to determine a score.	The Programme must be in Microsoft Project/ Primavera software No alignment between programme and basis of schedule. The basis of schedule documentation contains insufficient detail.	The Programme must be in Microsoft Project/ Primavera software and Level 4(Construction programme). Critical errors (The duration of the activities in the Basis of schedule document not aligned with the duration of the activities in the submitted Programme. Activities on the programme should be derived from the basis of schedule at all times to ensure or provide full understanding of the Project/Scope of work) and or omissions in alignment between programme and basis of schedule. The basis of schedule documentation contains sufficient detail as per the scope of work.	The Programme must be in Microsoft Project/ Primavera software and Level 4(Construction programme). Minor errors and or omissions in alignment between programme and basis of schedule. The basis of schedule documentation contains sufficient detail; minor errors still exist however critical aspects of programme model are adequately substantiated.	The Programme must be in Microsoft Project/ Primavera software and Level 4(Construction programme). Programme and basis of schedule are fully aligned, and submission contains no critical errors or omissions. The basis of schedule documentation contains sufficient detail, no critical errors or omissions and as such fully supports the programme model. Submission contains the minimum requirements as stipulated. Basis of schedule documentation and the programme are fully aligned.	The Programme must be in Microsoft Project/ Primavera software and Level 4(Construction programme). Programme and basis of schedule are fully aligned, and submission contains no critical errors or omissions. The basis of schedule documentation contains sufficient detail, no critical errors or omissions and as such fully supports the programme model. Submission contains the minimum requirements as stipulated. Basis of schedule documentation and the programme are fully aligned. Excellent narrative explaining the schedule development covering more than required aspect (Required aspect in the basis of schedule document would be but not limited to; schedule technique, schedule project key risks, project constraints, critical path, calendar, business need, business challenge as per the scope of work).
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Evaluation schedule:

T2.2-02 Programme

T2.2-04: Evaluation Schedule - Quality Management

Reference Standard – QAL-STD-0001 General Quality Requirements for Suppliers and Contractors.

Due consideration must be given to the deliverables required to execute and complete the contract as per the Quality Management Standard stated in the Works Information and should include but not be limited to:

1. The **Project Quality Plan (PQP)** details how the Contractor's Quality System will be applied to the Scope of Work specified in the contract and shall include the following as key elements:
 - 1) Include a description of the Contractor's Project organization, with key positions and responsibilities identified and individuals named. The organization structure shall also indicate resources committed to the management and co-ordination of Quality Assurance/Quality Control (QA/QC) activities.
 - 2) Provide a description of how documents provided by Transnet to the Contractor are to be managed. Documentation management/control
 - 3) Include all quality activities relevant to the Scope of Work, identifying all procedures, reviews, audits, controls and records used to control and verify compliance with specified Contractual requirements.
 - 4) Include a listing of all Quality Control Plans (QCP's) and associated Field Inspection Checklist (FIC'S), as applicable.
 - 5) Include a listing of all Special Processes (e.g. welding, non-destructive testing, cube testing etc.) envisaged for use.
 - 6) Include a detailed description on Control of externally provided services.
 - 7) Include a detailed description on Design Control.
2. **Quality Control Plan (QCP)** specific to the Project but not limited to:
 1. Construction of Berth 207.
 2. Gas Transmission Pipeline fabrication and installation.
 3. Construction of Bulk Services.

The Quality Control Plan shall be Project Specific as per the Scope of Work and shall include the following as key elements:

- 1) Detailed sequence of activities (construction/fabrication)
- 2) Include all procedures/code specifications
- 3) Include all intervention points (i.e. hold, witness, verify)
- 4) Include all Verification documentation/Field inspection checklist
- 5) Include all relevant signatories (i.e. Contractor, Approved Inspection Authority (AIA), Transnet)

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

3. **ISO 9001:2015 Certification.**

4. A signed **Quality Policy** based on International Organisation for Standardisation (ISO 9001) that displays the five key policy requirements. These requirements include:

1. Is appropriate to the purpose and context of the organisation and supports its strategic direction,
2. Provides a framework for setting quality objectives,
3. Includes a commitment to satisfy applicable requirements,
4. Includes a commitment to continual improvement of the quality management system, and
5. Is communicated and understood within the organisation.

Attached submissions to this schedule:

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	Evaluation Category	Maximum Score	Evaluation Criteria	Rating
Quality Requirements (10 Points)	Project Quality Plan (as per QAL-STD-0001) The Project Quality Plan (PQP) details how the Contractor's Quality System will be applied to the Scope of Work specified in the contract and shall include the following as key elements: 1) Include a description of the Contractor's Project organization, with key positions and responsibilities identified and individuals named. The organization structure shall also indicate resources committed to the management and co-ordination of Quality Assurance/Quality Control (QA/QC) activities. 2) Provide a description of how documents provided by Transnet to the Contractor are to be managed. Documentation management/control 3) Include all quality activities relevant to the Scope of Work, identifying all procedures, reviews, audits, controls and records used to control and verify compliance with specified Contractual requirements. 4) Include a listing of all Quality Control Plans (QCP's) and associated Field Inspection Checklist (FIC'S), as applicable. 5) Include a listing of all Special Processes (e.g. welding, non-destructive testing, cube testing etc.) envisaged for use. 6) Control of externally provided services. 7) Include a detailed description on Design Control.	4	No response	0
			Only Three (3) or below of Seven (7) key elements met	20
			Four (4) of Seven (7) key elements met	40
			Five (5) of Seven (7) key elements met	60
			Six (6) of Seven (7) key elements met	80
			All Seven (7) and above of the key elements met	100
	Quality Control Plans (as per QAL-STD-0001) Quality Control Plan (QCP) specific to the Project but not limited to: 1. Construction of Berth 20.7– 30% 2. Gas Transmission Pipeline fabrication and installation. – 40% 3. Construction of Bulk Services. – 30% The Quality Control Plan shall be Project Specific as per the Scope of Work and shall include the following as key elements: 1) Detailed sequence of activities (construction/fabrication) 2) Include all procedures/code specifications 3) Include all intervention points (i.e. hold, witness,	3	No response	0
			One (1) of Five (5) key elements met	20
			Two (2) of Five (5) key elements met	40
			Three (3) of Five (5) key elements met	60
			Four (4) of Five (5) key elements met	80
			All 5 key elements are met	100

	verify) 4) Include all Verification documentation/Field inspection checklist 5) Include all relevant signatories (i.e. Contractor, Approved Inspection Authority (AIA), Transnet)			
	ISO 9001:2015 Certification	2	No ISO 9001:2015 Certificate	0
			N/A	20
			N/A	40
			ISO 9001:2015 certificate has expired, letter of renewal available	60
			N/A	80
			ISO 9001:2015 certificate is valid	100
	Quality Policy Quality Policy shall include the following key policy elements: 1) is appropriate to the purpose and context of the organisation and supports its strategic direction, 2) provides framework for setting quality objectives, 3) includes a commitment to satisfy applicable requirements, 4) includes a commitment to continual improvement of QMS, and 5) is communicated and understood within the organisation.	1	No response	0
			One (1) of Five (5) key policy elements met	20
			Two (2) of Five (5) key policy elements met	40
			Three (3) of Five (5) key policy elements met.	60
			Four (4) of Five (5) key elements met	80
			All Five (5) key elements met	100

T2.2-05: Evaluation Schedule – Environmental Management

1. Tenderers are required to demonstrate previous experience in supplying Environmental Assessment Practitioner (EAP) services on Environmental Impact Assessments (EIAs) or Basic Assessment processes and obtaining approvals for energy related projects. The tenderer shall supply a list and description of the project name, capital value and undertakings that the Key Person(s) identified in Management & CVs was involved in, and a sufficiently detailed reference list, contact details of existing and previous clients and/or peers who can verify their previous experience. The tenderer must provide evidence of how their Environmental Management Procedures will ensure compliance to environmental specifications during construction.

For the purposes of scoring - this means that the **Environmental Assessment Practitioner (EAP)** previous experience proof of registration with EAPASA will be evaluated.

2. The tenderer must provide **environmental management procedures** for Checking, Monitoring, and Measurement of environmental performance. The tenderer **Must Not** submit the environmental management system manual as part of returnable as it will not be accepted., The tenderer's must submit the **environmental management procedures** listed in (A-E) below.

- A) Evaluation of compliance
- B) Reporting of Non-conformance, initiating of corrective and preventative action.
- C) Handling and Investigation of Environmental incidents.
- D) Environmental Monitoring
- E) Control of Environmental Records



Index of documentation attached to this schedule:

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The scoring of the Environmental Management will be as follows:

Total (10) Points	Environmental Assessment Practitioner	Environmental Management Procedures
	5	5
Score 0	The tenderer has submitted no information.	The tenderer has submitted no information.
Score 20	The tenderer has submitted inadequate information. The list of previous projects includes incomplete descriptions, and/or the reference list is incomplete. Not registered with EAPASA or registration not valid. The EAP has experience of ≤ 2 EIAs/BAs processes conducted for energy related projects.	The procedures provided will not meet the Employer's requirements. Less than 2 of the Procedures (A-E) are addressed
Score 40	It can be ascertained from the list of projects and references provided that the EAP has limited experience for providing EIAs/BAs processes of energy related projects. Registration with EAPASA is pending. The EAP has experience of greater than 2 but ≤ 4 EIAs/BAs processes conducted for energy related projects.	The procedures is unlikely meet the Employer's requirements. Only 2 of the procedures (A-E) are addressed.
Score 60	It can be ascertained from the list of projects and references provided that the EAP has satisfactory experience for providing EIAs/BAs processes of energy related projects. Registered with EAPASA. The EAP has experience of greater than 4 but ≤ 8 EIAs/BAs processes conducted for energy related projects.	At least 3 of the procedures (A-E) are addressed.
Score 80	It can be ascertained from the list of projects and references provided that the EAP has extensive experience for undertaking EIAs/BAs processes of energy projects varied nature. Registered with EAPASA. The EAP has experience of greater than 8 but ≤ 12 EIAs/BAs processes conducted for energy related projects.	4 of the procedures (A-E) are addressed.
Score 100	It can be ascertained from the list of projects and references provided that the EAP has outstanding experience for undertaking EIAs/BAs processes. The EAP has previously worked on projects similar to that described in this tender. Registered with EAPASA.	All procedures (A-E) are addressed.



	The EAP has experience in conducting more than 12 EIAs/BAs for energy related projects.	
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T2.2-05 (a) DECLARATION OF UNDERSTANDING

PROJECT NAME:		DOCUMENT NO:	
PROJECT NO:		DATE:	
CONTRACTOR:		CONTRACT NO:	

I,

(Name)

(Designation)

(Representing)

Declare that I have read and understood the contents of the Construction Environmental Management Plan (ENV-STD-001) and associated documents for the above mentioned Project and Contract.

I also declare that I understand my responsibilities in terms of enforcing and implementing the Environmental Specifications for the aforementioned Contract.

Signed	Signature	Date
Place		
Witness 1:	Signature	Date
Witness 2:		

T2.2-06: Evaluation Schedule: Health and Safety Requirements

Submit the following documents as a minimum with your tender:

- 1.** Health and Safety Plan as per scope of work correlating with H&S Specification specification but not limited to:
 - How the H&S requirements will be met
 - What H&S measures are put in place for the work and personell working on site
 - Implementing site safety and health regulations relevant
 - Clearly define roles and responsibilities pertaining to day to day H&S management on site
 - Signed off by 16.2
- 2.** Overview of the tenderers risk assessment methodology and submit task based risk assessments indicating major activities of the project namely but not limited to:
 - Construction of Marine Structures (Berth 207)
 - Constrution of gas transmission pipeline and support system
 - Construction of Bulk Services
 - Construction of land storage facility
- 3.** Bidder to submit Organogram, on company letter head, indicating key personnel required in terms of scopes of works, e.g.,
 - S16.1 CEO,
 - 16.2, CR 5(5) Pr. CHSA,
 - Construction Manager,
 - Construction Supervisor,
 - Safety Manager/Officer,
 - CR9.1 Risk Assessor,
 - 17.1 SHE Reps,
 - GAR Incident Investigator,
 - GSR 3(4) First Aider etc. as per the Occupational health and safety Act 85 of 1993 and Regulations.

Submit CV, qualifications and proof of registration with SACPCMP for:

- Construction Manager,
 - Health and Safety Manager
 - Health and Safety Officer
- 4.** Health and Safety performance statistics (Manhours, DIFR, First Aid, near misses etc) over the past three years, as well as three years synopsis of SHE incidents, description, type and action taken to prevent re-occurrence.
 - 5.** Evidence that the Principal Contractor have made adequate provisions for the cost of Health & Safety "Activity Schedule": CR 3(5) (b)(iii) read with CR 5(1)(g)

Attached submissions to this schedule:

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The scoring of the Tenderer's Health and safety requirements will be as follows:

Points (15)	3	4	2	3	3
	Health and Safety Plan as per scope of work correlating to H&S specification but not limited to: - How the H&S requirements will be met - What H&S measures are put in place for the work and personell working on site - Implementing site safety and health regulations relevant - Clearly define roles and responsibilities pertaining to day to day H&S management on site - Signed off by 16.2	Overview of the Baseline risk assessment Overview of the tenderers risk assessment methodology and submit task based signed off risk assessments indicating major activities of the project namely but not limited to: - Construction of Marine Structures (Berth 207) - Constrution of gas transmission pipeline and support system - construction of Bulk Services - Construction of land storage facility	Bidder to submit Organogram, on company letter head, indicating key personnel required in terms of scopes of works e.g., - S16.1 CEO, 16.2, - CR 5(5) Pr. CHSA, - Construction Manager, - Construction Supervisor, - Safety Manager/Officer, - CR9.1 Risk Assessor, 17.1 SHE Reps, - GAR Incident Investigator, - GSR 3(4) First Aider etc. as per the Occupational health and safety Act 85 of 1993 and Regulations. Submit CV, qualifications, HS trainings and proof of registration with SACPCMP for: - Construction Manager, - Health and Safety Manager - Health and Safety Officer	Health and Safety performance statistics (Manhours, DIFR, First Aid, near misses etc) over the past three years, as well as three years synopsis of SHE incidents, description, type and action taken to prevent re-occurrence.	Evidence that the Principal Contractor have made adequate provisions for the cost of Health & Safety "Activity Schedule": CR 3(5) (b)(iii) read with CR 5(1)(g) (Cost Breakdown)
Score 0 – The Tenderer has submitted No Information or inadequate information to determine a score					
Score 20	1 of 5 requirements met Health and Safety Plan aligned to the scope of work	Risk assessment methodology is briefly explained in the HS Plan. Only a baseline risk assessment is provided and is not aligned/specific to the scope	2 or less of the 10 Roles and responsibilities are submitted. CV's and qualifications submitted for the Pr. CHSA, Construction Manager, Health and Safety Manager & Health	Information supplied is totally insignificant/inadequate to achieve, the tenderer has submitted 1-year stats and NO 1-year SHE	Insignificant/inadequate - Health and safety Budget submitted is totally

	correlating to H&S specification	and project. Risk assessment is not signed off by risk assessment team.	and Safety officer but no HS trainings, there is no legitimate registration with SACPCMP	incident synopsis reports to ensure compliance with stated H&S performance requirements.	insignificant/inadequate to achieve the required standard of service 0 to 1% allocated.
Score 40	2 of 5 requirements met Health and Safety Plan aligned to the scope of work correlating to H&S specification	Risk assessment methodology is provided with the risk assessment. One (1) task based risk assessment is provided and is not aligned/specific to the scope and project. Risk assessment is not signed off by risk assessment team.	3 to 5 of the 10 Roles and responsibilities are submitted. CV's, qualifications and HS trainings submitted for the Pr. CHSA , Construction Manager, Health and Safety Manager & Health and Safety officer, there is no legitimate registration with SACPCMP.	Poor response/answer/solution lacks convincing evidence , the tenderer has submitted 1-year stats and 1-year SHE incident synopsis reports to ensure compliance with stated H&S performance requirements	Insignificant/inadequate Health and safety Budget submitted is insignificant/inadequate /answer/solution to the returnable, Employer's health and safety requirements will not be met, • 1 – 1.99% allocated.
Score 60	3 of 5 requirements met Health and Safety Plan aligned to the scope of work correlating to H&S specification	Risk assessment methodology is provided with the risk assessment. Two (2) task based risk assessments are provided and is aligned/specific to the scope and project. Risk assessment is signed off by risk assessment team.	6 of the 10 Roles and responsibilities are submitted. CV's, qualifications, HS trainings aligned to the scope of work and proof of legitimate registration with SACPCMP submitted for the Pr. CHSA, Construction Manager, Health and Safety Manager & Health and Safety Officer	Satisfactory response/answer/solution meets minimum requirements the aspect of the 2-year stats and 2-year SHE incident requirements, evidence given that the H&S performance requirements will be met.	Satisfactory response/answer/solution Health and safety Budget submitted is Satisfactory response/answer/solution to the returnable, Employer's health and safety requirements will be met. • 2– 2.99% allocated.
Score 80	4 of 5 requirements met Health and Safety Plan aligned to the scope of work correlating to H&S specification	Risk assessment methodology is provided with the risk assessment. Three (3) task based risk assessments are provided and is aligned/specific to the scope and project. Risk assessments are signed off by risk assessment team.	7 to 8 of the 10 Roles and responsibilities are submitted. CV's, qualifications, HS trainings aligned to the scope of work and proof of legitimate registration with SACPCMP submitted for the Pr. CHSA, Construction Manager, Health and Safety Manager & Health and Safety Officer.	Good response/answer/solution tenderer has met fulfillment by providing full 3-year stats and 3-year SHE incident synopsis reports to ensure compliance with stated H&S performance requirements.	Good response/answer/solution Health and safety Budget submitted is good response/answer/solution to the returnable, Employer's health and safety requirements will be met. • 3% - 3,5% allocated



Score 100	All 5 requirements met Health and Safety Plan aligned to the scope of work correlating to H&S specification	Risk assessment methodology is provided with the risk assessment. More than three (3) task based risk assessments are provided and is aligned/specific to the scope and project. Risk assessments are signed off by a team (HS Manager, Construction Manager, Supervisor, Employee etc.)	All 10 Roles and responsibilities are submitted. CV's, qualifications, HS trainings aligned to the scope of work and proof of legitimate registration with SACPCMP submitted for the Pr. CHSA, Construction Manager, Health and Safety Manager & Health and Safety Officer.	Very good response/answer/solution the tenderer has submitted detailed >3-year stats and >3-year SHE incident synopsis reports to ensure compliance with stated H&S performance requirements.	Very good response/answer/solution Health and safety Budget submitted is Very good response/answer/solution to the returnable, Employer's health and safety requirements will be met. 3,6% - >4% and above allocated.
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Contractor Safety Questionnaire

1. Safe Work Performance										
1A	Injury Experience / Historical Performance – Alberta								0.5	
	Use the previous three years injury and illness records to complete the following:									
	Year									
	Number of medical treatment cases									
	Number of restricted workday cases									
	Number of lost time injury cases									
	Number of fatal injuries									
	Total recordable frequency									
	Lost time injury frequency									
	Number of worker manhours									
	Action taken to prevent re-occurrence									
	1	Medical Treatment Case	Any occupational injury or illness requiring treatment provided by a physician or treatment provided under the direction of a physician							
	2	Restricted Workday Case	Any occupational injury or illness that prevents a worker from performing any of his/her craft jurisdiction duties							
	3	Lost Time injury Cases	Any occupational injury that prevents the worker from performing any work for at least one day							
	4	Total Recordable Frequency	Total number of Medical Treatment, Restricted Work and Lost Time Injury cases multiplied by 200,000 then divided by total manhours							
5	Lost Time Injury Frequency	Total number of Lost Time Injury cases multiplied by 200,000 then divide by total manhours								
1B	Workers' Compensation Experience									
	Use the previous three years injury and illness records to complete the following (if applicable):									
	Industry Code:			Industry Classification:						
	Year									
	Industry Rate									
	Contractor Rate									
	% Discount or Surcharge									
	Is your Workers' Compensation account in good standing? (Please provide letter of confirmation)						Yes		No	
										0.5
	2. Citations									



Contractor Safety Questionnaire

2A	Has your company been cited, charged or prosecuted under Health, Safety and/or Environmental Legislation in the last 5 years? If yes, provide details:				Yes		No	
2B	Has your company been cited, charged or prosecuted under the above Legislation in another Country, Region or State? If yes, provide details:				Yes		No	
3. Citations								
	Does your company have a Certificate of Recognition?				Yes		No	
	If yes, what is the	Certificate No:		Issue Date:				
4. Safety Program								
4A	Submit your company written health and safety plan? Submit for provide a copy for review						2	
4C	Health and safety plan should contain the following elements							
		Yes	No		Yes	No		
	Health and Safety Policy			Competence, Training and Awareness				
	Incident Management, reporting and Investigation			Emergency Preparedness/Response				
	Recordkeeping & Statistics			Hazard Assessment and Risk Management and training				
	Reference to Legislation			Permit to Work				
	Site Establishment and Rehabilitation			Safe Work Procedures and Safe operating procedures				
	Roles and Responsibilities			Workplace Inspections				
	Alcohol, Drugs and Other Intoxicating Substances			Occupational Hygiene and Covid19				
	Personal Protective Equipment			Measuring and Monitoring				
	Waste Management			Communication, Participation and Consultation				
	Work Program or look ahead plan			Signs and Notices				
4C	Submit your company pocket safety booklet for field distribution?						0.5	
5. Training Program								
5A	Attach orientation program for new hire employees? include a course outline. Does it include any of the following:						1	
		Yes	No		Yes	No		
	General Rules & Regulations			Confined Space Entry				
	Emergency Reporting			Trenching & Excavation				
	Injury Reporting			Signs & Barricades				
	Legislation			Dangerous Holes &				



Contractor Safety Questionnaire

				Openings		
	Right to Refuse Work			Rigging & Cranes		
	Personal Protective Equipment			Mobile Vehicles		
	Emergency Procedures			Preventative Maintenance		
	Project Safety Committee			Hand & Power Tools		
	Housekeeping			Fire Prevention & Protection		
	Ladders & Scaffolds			Electrical Safety		
	Fall Arrest Standards			Compressed Gas Cylinders		
	Aerial Work Platforms			Weather Extremes		
5B	Submit a program for training newly hired or promoted supervisors? Tenderer must submit an outline for evaluation which include instruction on the following:					1
		Yes	No		Yes	No
	Employer Responsibilities			Safety Communication		
	Employee Responsibilities			First Aid/Medical Procedures		
	Due Diligence			New Worker Training		
	Safety Leadership			Environmental Requirements		
	Work Refusals			Hazard Assessment		
	Inspection Processes			Pre-Job Safety Instruction		
	Emergency Procedures			Drug & Alcohol Policy		
	Incident Investigation			Progressive Disciplinary Policy		
	Safe Work Procedures			Safe Work Practices		
	Safety Meetings			Notification Requirements		
6. Safety Activities						
6A	Do you conduct safety inspections?	Yes	No	Weekly	Monthly	Quarterly
	Describe your safety inspection process (include participation, documentation requirements, follow-up, report distribution)					
	Who follows up on inspection action items?					
6B	Do you hold site safety meetings for field employees? If Yes, how often?	Yes	No	Daily	Weekly	Biweekly
6C	Do you hold site meetings where safety is addressed with management and field supervisors?	Yes	No	Weekly	Biweekly	Monthly
6D	Is pre-job safety instruction provided before to each new task?	Yes				No
	Is the process documented?	Yes				No



Contractor Safety Questionnaire

	Who leads the discussion?					
6E	Do you have a hazard assessment process?	Yes		No		
	Are hazard assessments documented?	Yes		No		
	If yes, how are hazard assessments communicated and implemented on each project?					
	Who is responsible for leading the hazard assessment process?					
6F	Submit your company policies and procedures for environmental protection, spill clean-up, reporting, waste disposal, and recycling as part of the Health & Safety Program?					
6G	How does your company measure its H&S success? Attach separate sheet to explain					
7. Safety Stewardship						
7A	Are incident reports and report summaries sent to the following and how often?	Yes	No	Monthly	Quarterly	Annually
	Project/Site Manager					
	Vice President/Managing Director					
	Safety Director/Manager					
	President/Chief Executive Officer					
7B	How are incident records and summaries kept? How often are they reported internally?	Yes	No	Monthly	Quarterly	Annually
	Incidents totalled for the entire company					
	Incidents totaled by project					
	Subtotalled by superintendent					
	Subtotalled by foreman					
7C	How are the costs of individual incidents kept? How often are they reported internally?	Yes	No	Monthly	Quarterly	Annually
	Costs totalled for the entire company					
	Costs totaled by project					
	Subtotalled by superintendent					
	Subtotalled by foreman/general foreman					
7D	Does your company track non-injury incidents?	Yes	No	Monthly	Quarterly	Annually
	Near Miss					
	Property Damage					
	Fire					
	Security					
	Environmental					
8. Personnel						
List key health and safety officers planned for this project. Attach resume (CV and qualification).					0.5	
Name		Position / Title		Designation		
				Category	SACPCMP Number	
9. References						
List the last three company's your form has worked for that could verify the quality and management commitment to your						

Contractor Safety Questionnaire

occupational Health & Safety program		
Name and Company	Address	Telephone Number

T2.2-07: Evaluation Schedule: Technical approach methodology

Note to tenderers:

Method statement - The tenderers must sufficiently demonstrate the approach/methodology that they will adopt to execute the scope of the project covering the items below (as a minimum):

Tenderers to clearly reference the item number they are responding to in the technical approach methodology.

1. The Tenderers to submit an approach paper which responds to the scope of works and outlines the proposed approach / methodology including that relating, but not limited to, programme, method statement, technical approach and an understanding of the project objective. (Item 1)
2. The approach paper should explain the methodologies which are to be adopted and demonstrate its compatibility to ensure successful execution and completion of the project. (Item 2)
3. The approach should also include and outline processes, procedures and associated resources, to meet the requirements and indicate how risks will be managed. (Item 3)
4. Tenderers must highlight the issues of importance and explain the technical approach they would adopt to address them. (Item 4)
5. Tenderers should demonstrate understanding of various project interfaces and alignment to ensure continuity of project activities. (Item 5)
6. Identification of project specific risks, assessment and mitigation measures. (Item 6)
7. Outline technology requirements for the project, i.e., Hardware, software and control and instrumentation equipment and demonstrate how the tenderer will achieve this. (Item 7)

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8. Operational and maintenance requirements (resources, certification, accreditation and training). (Item 8)
 9. Outline strategy for Project Management and Co-ordination including but not limited to the following:
 - 9.1 Procurement activities (Item 9)
 - 9.2 Planning and scheduling (Item 10)
 - 9.3 Project meetings (Item 11)
 - 9.4 Document control/management (Item 12)
 10. Tenderers to provide proposed resources for the project in an organogram format indicating role/s for the proposed resources. (Item 13)
 11. Tenderers to provide detailed list of specialist service providers that they intend utilizing for the project. (Item 14)
 12. Approach methodology for detailed design development and specialist studies for the common user infrastructure main facilities, i.e., Berth 207, gas transmission pipeline and bulk service. Timing of deliverables for each facility and indicate overall completion of detailed design scope. (Item 15)
 13. Tenderers to provide a detailed approach methodology for site / geotechnical investigations. (Item 16)
 14. Detailed approach outlining execution of construction works including but not limited to the following:
 - 14.1 Site establishment (Item 17)
 - 14.2 Mobilization (Item 18)
 - 14.3 Site Supervision (Item 19)
 - 14.4 Quality management (Item 20)
 - 14.5 Health and safety management (Item 21)
 - 14.6 Environmental management (Item 22)
 - 14.7 Construction Management (Item 23)
 - 14.8 Contract management (Item 24)
 - 14.9 Document management (item 25)
 - 14.10 Testing and commissioning (Item 26)
 - 14.11 Handover (Item 27)

15. Tenderer to outline proposed construction plant/equipment for the project including but not limited to the following:

- 15.1 Primary plant equipment for marine works (Item 28)
- 15.2 Primary plant for land-based works (Item 29)

16. Tenderer to outline approach methodology for the installation of specialist equipment including but not limited to the following:

- 16.1 Installation of mechanical equipment (Item 30)
- 16.2 Installation of electrical equipment (Item 31)
- 16.3 Installation of instrumentation (Item 32)
- 16.4 Installation of fire-fighting equipment (Item 33)

Please note: Tenderers are required to provide detailed approach methodology for the items as listed above. Each will be scored based on the linear scale below and will be averaged and weighted to provide a final score.

The table below will be used as guidelines for scoring / evaluating the method statement submitted by the Tenderer:

Points 25	Approach Paper
Score 0	The tenderer has submitted no information, inadequate or generic information to determine a score.
Score 20	Methodology submitted addresses up to 11 of the 33 items are: clearly detailed and defined, project specific, relate to the scope of the project and demonstrate understanding of Works Information.
Score 40	Methodology submitted addresses 12 to 19 of the 33 items are: clearly detailed and defined, project specific, relate to the scope of the project and demonstrate understanding of Works Information.
Score 60	Methodology submitted addresses 20 to 27 of the 33 items are: clearly detailed and defined, project specific, relate to the scope of the project and demonstrate understanding of Works Information.
Score 80	Methodology submitted addresses 28 to 33 of the 33 items are: clearly detailed and defined, project specific, relate to the scope of the project and demonstrate understanding of Works Information.
Score 100	Methodology submitted addresses all and exceeds 33 items are: clearly detailed and defined, project specific, relate to the scope of the project and demonstrate understanding of Works Information.

T2.2-08: Evaluation Schedule - Previous Experience (30 Points)

Note to Tenderers:

Tenderers are required to demonstrate their past experience in the delivery of similar projects, areas, conditions and circumstances in relation to the Scope of Services in the last 8 years, and to this end shall supply a sufficiently detailed reference list with contact details of existing customers and also indicate their previous experience.

Please provide your previous experience showing but not limited to the Design of the following infrastructure projects:

- Marine infrastructure: Design and supervision of the construction of T Jetty or L Jetty structures, Quay walls, Marine structures and Quayside furniture including dredging and reclamation, piling, scour protection and revetment.
- Gas Pipeline: Design and supervision of installation of gas transmission pipeline and support system including associated pumpstations.
- Bulk Services: Design and supervision of installation of services such as water, sewer, stormwater, firefighting infrastructure etc.

Tenderers shall also provide previous experience showing but not limited to the Construction of the following infrastructure projects:

- Marine infrastructure: Construction of T Jetty or L Jetty structures, Quay walls, Marine structures and Quayside furniture including dredging and reclamation, piling, scour protection and revetment.
- Gas Pipeline: Construction / installation of gas transmission pipelines and support system including associated valves and pumpstations.
- Bulk Services: Construction / installation of services such as portable water, power, stormwater, firefighting infrastructure etc

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

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

Index of documentation attached to this schedule:

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	Design of Marine Infrastructure projects - The tenderer has designed Marine Infrastructure projects = 60% - Traceable references = 20% - Certificate of completion = 20%	Design of Gas Pipelines projects - The tenderer has designed Marine Infrastructure projects = 60% - Traceable references = 20% - Certificate of completion = 20%	Design of Bulk Services projects - The tenderer has designed Marine Infrastructure projects = 60% - Traceable references = 20% - Certificate of completion = 20%
Total Points 15	5	5	5
Score 0	The tenderer has submitted no information, or the tenderer has submitted a list of projects with no traceable references or certificates of completion.		
Score 20	1. The tenderer has designed one (1) Marine Infrastructure project in the last 8 years with valid references and certificates of completion. 2. Traceable references 3. Certificate of completion	1. The tenderer has designed one (1) Gas Pipelines project in the last 8 years with valid references and certificates of completion. 2. Traceable references 3. Certificate of completion	1. The tenderer has designed one (1) Bulk Services project in the last 8 years with valid references and certificates of completion. 2. Traceable references 3. Certificate of completion
Score 40	1. The tenderer has designed two (2) Marine Infrastructure projects in the last 8 years with valid references and	1. The tenderer has designed two (2) Gas Pipelines projects in the last 8 years with valid references and	1. The tenderer has designed two (2) Bulk Services projects in the last 8 years with valid references and

	certificates of completion. 2. Traceable references 3. Certificate of completion	certificates of completion. 2. Traceable references 3. Certificate of completion	certificates of completion. 2. Traceable references 3. Certificate of completion
Score 60	1. The tenderer has designed three (3) Marine Infrastructure projects in the last 8 years with valid references and certificates of completion. 2. Traceable references 3. Certificate of completion	1. The tenderer has designed three (3) Gas Pipelines projects in the last 8 years with valid references and certificates of completion. 2. Traceable references 3. Certificate of completion	1. The tenderer has designed three (3) Bulk Services projects in the last 8 years with valid references and certificates of completion. 2. Traceable references 3. Certificate of completion
Score 80	1. The tenderer has designed four (4) Marine Infrastructure projects in the last 8 years with valid references and certificates of completion. 2. Traceable references 3. Certificate of completion	1. The tenderer has designed four (4) Gas Pipelines projects in the last 8 years with valid references and certificates of completion. 2. Traceable references 3. Certificate of completion	1. The tenderer has designed four (4) Bulk Services projects in the last 8 years with valid references and certificates of completion. 2. Traceable references 3. Certificate of completion

Score 100	1. The tenderer has designed five (5) Marine Infrastructure projects in the last 8 years with valid references and certificates of completion. 2. Traceable references 3. Certificate of completion	1. The tenderer has designed five (5) Gas Pipelines projects in the last 8 years with valid references and certificates of completion. 2. Traceable references 3. Certificate of completion	1. The tenderer has designed five (5) Bulk Services projects in the last 8 years with valid references and certificates of completion. 2. Traceable references 3. Certificate of completion
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	Construction of Marine Infrastructure projects	Construction of Gas Pipelines projects	Construction of Bulk Services projects
	- The tenderer has completed Marine Infrastructure construction project = 60% - Traceable references = 20% - Certificate of completion = 20%	- The tenderer has completed Marine Infrastructure construction project = 60% - Traceable references = 20% - Certificate of completion = 20%	- The tenderer has completed Marine Infrastructure construction project = 60% - Traceable references = 20% - Certificate of completion = 20%
Total Points 15	5	5	5
Score 0	The tenderer has submitted no information, or the tenderer has submitted a list of projects with no traceable references or certificates of completion.		
Score 20	1. The tenderer has completed one (1) Marine Infrastructure construction project in the last 8 years with valid references and certificates of completion 2. Traceable references 3. Certificate of completion	1. The tenderer has completed one (1) Gas Pipelines construction project in the last 8 years with valid references and certificates of completion. 2. Traceable references 3. Certificate of completion	1. The tenderer has completed one (1) Bulk Services construction project in the last 8 years with valid references and certificates of completion. 2. Traceable references 3. Certificate of completion

Score 40	1. The tenderer has completed two (2) Marine Infrastructure construction projects in the last 8 years with valid references and certificates of completion. 2. Traceable references 3. Certificate of completion	1. The tenderer has completed two (2) Gas Pipelines construction projects in the last 8 years with valid references and certificates of completion. 2. Traceable references 3. Certificate of completion	1. The tenderer has completed two (2) Bulk Services construction projects in the last 8 years with valid references and certificates of completion. 2. Traceable references 3. Certificate of completion
Score 60	1. The tenderer has completed three (3) Marine Infrastructure construction projects in the last 8 years with valid references and certificates of completion. 2. Traceable references 3. Certificate of completion	1. The tenderer has completed three (3) Gas Pipelines construction projects in the last 8 years with valid references and certificates of completion. 2. Traceable references 3. Certificate of completion	1. The tenderer has completed three (3) Bulk Services construction projects in the last 8 years with valid references and certificates of completion. 2. Traceable references 3. Certificate of completion
Score 80	1. The tenderer has completed four (4) Marine Infrastructure construction projects in the last 8 years with valid references and certificates of completion.	1. The tenderer has completed four (4) Gas Pipelines construction projects in the last 8 years with valid references and certificates of completion.	1. The tenderer has completed four (4) Bulk Services construction projects in the last 8 years with valid references and certificates of completion.

	2. Traceable references 3. Certificate of completion	2. Traceable references 3. Certificate of completion	2. Traceable references 3. Certificate of completion
Score 100	1. The tenderer has completed five (5) Marine Infrastructure construction projects in the last 8 years with valid references and certificates of completion. 2. Traceable references 3. Certificate of completion	1. The tenderer has completed five (5) Gas Pipelines construction projects in the last 8 years with valid references and certificates of completion. 2. Traceable references 3. Certificate of completion	1. The tenderer has completed five (5) Bulk Services construction projects in the last 8 years with valid references and certificates of completion. 2. Traceable references 3. Certificate of completion

General Returnable Schedules

TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2023/05/0004/28328/RFP

DESCRIPTION OF THE WORKS: DETAILED ENGINEERING, DESIGN AND CONSTRUCTION OF THE COMMON USER INFRASTRUCTURE FOR THE PORT OF RICHARDS BAY LIQUEFIED NATURAL GAS TERMINAL

T2.2-09: Intention to Tender

Email: Transnet National Ports Authority
TO: Attention: Mphoyakaomphile Ngwenya

Tender No:
TNPA/2023/05/0004/28328/RFP

Email: **Mphoyakaomphile.ngwena@transnet.net**

Closing Date: 11 August 2023

FOR THE PROVISION OF THE DETAILED ENGINEERING, DESIGN AND CONSTRUCTION OF THE COMMON USER INFRASTRUCTURE FOR THE PORT OF RICHARDS BAY LIQUEFIED NATURAL GAS TERMINAL

Check

We: Do wish to tender for the work and shall return our tender by **Yes** ☐ **No** ☐
the due date above

Any clarifications are to be mailed to: shani.kleyn@transnet.net, and all responses will be communicated to all tenderers in writing via e-mail.

Company:

Contact:

Phone No:

e-mail Address:

REASON FOR NOT TENDERING:

SIGNATURE: _____

DATE: _____

T2.2-10: 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 _____
 _____, hereby confirm that by resolution of the board taken on
 _____ (date), Mr/Ms _____, acting in the capacity
 of _____, was authorised to sign all documents in connection
 with this tender offer and any contract resulting from it on behalf of the company.

Signed

Date

Name

Position:

Chairman of the Board of Directors

B. Certificate for Partnership

We, the undersigned, being the **key partners** in the business trading as _____

_____ hereby authorise Mr/Ms _____

acting in the capacity of _____, to sign all documents in

connection with the tender offer for Contract _____ and any

contract resulting from it on our behalf.

Name	Address	Signature	Date

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

C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise

Mr/Ms _____, an authorised signatory of the company

_____, acting in the capacity of lead partner, to sign all

documents in connection with the tender offer for Contract _____

_____ and any contract resulting from it on our behalf.

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

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

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

D. Certificate for Sole Proprietor

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

Signed

Date

Name

Position

Sole Proprietor

T2.2-11: Record of Addenda to Tender Documents

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

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

T2.2-12 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:

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

T2.2-14: Proposed Organisation and staffing

Attached submissions to this schedule:

.....

.....

.....

.....

.....

.....

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

Tenderers to indicate their Site establishment area requirements:

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There is no handwriting or other markings on the paper.

T2.2-17: Capacity and Ability to meet Delivery Schedule

Note to tenderers:

The Tenderer is required to demonstrate to the *Employer* that the tenderer has sufficient current and future capacity to carry out the work as detailed in the Works Information and that the tenderer has the capacity and plans in place to meet the required delivery schedule as required. To this end, the following must be provided by the Tenderer:

A schedule detailing the following:

- Maximum quantity of work concurrently performed by the Tenderer in the recent past in order to illustrate his potential capacity to design, fabricate and/or construct work of a similar nature;
- Current and future work on his order book, showing quantity and type of equipment;
- Quantity of work for which the Tenderer has tenders in the market or is currently tendering on;
- The work as covered in this Works Information, planned and scheduled as per the Tenderer's capacities and methods but meeting the required delivery schedule.

Index of documentation attached to this schedule:

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T2.2-18: Schedule of Proposed Subcontractors

The tenderer is required to provide details of all the sub-contractors that will be utilised in the execution of the *works*.

Note to tenderers:

- 1.1 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 1.2 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.
- 1.3 Specialist work and Consultants previous experience may be taken into consideration during the technical evaluation process, only if the specialists are listed in this schedule and an agreement between the main Contractor and the subcontractor is attached to this schedule.
- 1.4 The *Contractor* must engage with the local municipal district/wards business forums business entities within the immediate surroundings of the Site/Working Area to maximise business opportunities to satisfy the above requirements. This is to ensure any possible risk pertaining to local business forums are mitigated by the *Contractor* through demonstrating evidence to local business forums when enquired during the execution of the contract.

Below are the email addresses of Forums in eThekweni Region; Patrick.siyabulela@gmail.com
Pentagon.ceo@gmail.com allseasonsbrands@gmail.com vusi@wiba.org.za
ffret.org@gmail.com wonder.jaca@gmail.com

Tenderer to note that after award, any deviations from this list of proposed sub-contractors will be subject to acceptance by the *Project Manager* in terms of the Conditions of Contract.

Provide information of the Sub-contractors below:

Name of Proposed Subcontractor			Address		Nature of work		Amount of Worked	Percentage of work
% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships	Military Veterans	
	☐	☐	☐	☐	☐	☐	☐	

Name of Proposed Subcontractor			Address		Nature of work		Amount of Worked	Percentage of work
% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships	Military Veterans	
	☐	☐	☐	☐	☐	☐	☐	

Name of Proposed Subcontractor			Address		Nature of work		Amount of Worked	Percentage of work
% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships	Military Veterans	
	☐	☐	☐	☐	☐	☐	☐	

Name of Proposed Subcontractor			Address		Nature of work		Amount of Worked	Percentage of work
% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships	Military Veterans	
	☐	☐	☐	☐	☐	☐	☐	

T2.2-19 Domestic Prominent Influential Persons (DPIP) Or Foreign Prominent Public Officials (FPPO)

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

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

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

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

The below form contains personal information as defined in the Protection of Personal Information Act, 2013 (the "Act"). By completing the form, the signatory consents to the processing of her/his personal information in accordance with the requirements of the Act. Consent cannot unreasonably be withheld.						
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.						
No	Name of Entity / Business	Role in the entity / Business (Nature of interest / Participation)	Shareholding %	Registration Number	Status (Mark the applicable option with an X)	
					Active	Non-Active
1						
2						
3						

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

2. SERVICE LEVELS

- 2.1 Transnet reserves the right to request that any member of the Service provider's team involved on the Transnet account be replaced if deemed not to be adding value for Transnet.
- 2.2 The Service provider guarantees that it will achieve a 95% [ninety-five per cent] service level on the following measures:
- a) Random checks on compliance with quality/quantity/specifications
 - b) On-time delivery
- 2.3 The Service provider must provide a telephone number for customer service calls.
- 2.4 Failure of the Service provider to comply with stated service level requirements will give Transnet the right to cancel the contract in whole, without penalty to Transnet, giving 30 [thirty] calendar days' notice to the Service provider of its intention to do so.

Acceptance of Service Levels:

YES	
-----	--

NO	
----	--

T2.2-20 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")

1. PREAMBLE AND INTRODUCTION

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

2. PROTECTION OF PERSONAL INFORMATION

- 2.1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No. of 2013"(POPIA"):

consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.

- 2.2. The Operator will process all information by the Transnet in terms of the requirements contemplated in Section 4(1) of the POPIA:

Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.

- 2.3. The Parties acknowledge and agree that, in relation to personal information of Transnet and the information of a third party that will be processed pursuant to this Agreement , the Operator is (.....)insert name of Tenderer/Contractor) hereinafter Operator and the Data subject is "Transnet". Operator will process personal information only with the knowledge and authorisation of Transnet and will treat personal information and the information of a third party which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.

- 2.4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this Agreement and the Operator is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.

- 2.5. In terms of this Agreement, the Operator acknowledges that it will obtain and have access to personal information of Transnet and the information of a third party and agrees that it shall only process the information disclosed by Transnet in terms of this Agreement and only for the purposes as detailed in this Agreement and in accordance with any applicable law.

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

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

YES	
------------	--

NO	
-----------	--

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

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

3. SOLE AGREEMENT

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

Signed at _____ on this _____ day of _____ 2021

Name: _____

Title: _____

Signature: _____

..... (insert name of Tenderer/Contractor)

Authorised signatory for and on behalf of (insert name of Tenderer/Contractor) who warrants that he/she is duly authorised to sign this Agreement.

AS WITNESSES:

1. Name: _____ Signature: _____

2. Name: _____ Signature: _____

T2.2-21 NON-DISCLOSURE AGREEMENT

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

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

TRANSNET SOC LTD

(Registration No. 1990/000900/30), a company incorporated and existing under the laws of South Africa, having its principal place of business at 2nd Floor, Waterfall Business Estate, 9 Country Estate Drive, Midrand, 1662, South Africa

and

.....

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

.....

.....

WHEREAS

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

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

- 1.1 **Agents** mean directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;
- 1.2 **Bid** or **Bid Document** (hereinafter Tender) means Transnet's Request for Information [**RFI**] Request for Proposal [**RFP**] or Request for Quotation [**RFQ**], as the case may be;
- 1.3 **Confidential Information** means any information or other data relating to one party [the **Disclosing Party**] and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Bid to the other party [the **Receiving Party**] or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information,

analysis or specifications derived from, containing or reflecting such information but excluding information which:

- 1.3.1 is publicly available at the time of its disclosure or becomes publicly available [other than as a result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this Agreement]; or
- 1.3.2 was lawfully in the possession of the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] free of any restriction as to its use or disclosure prior to its being so disclosed; or
- 1.3.3 following such disclosure, becomes available to the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] from a source other than the Disclosing Party or its Agents, which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information;
- 1.4 **Group** means any subsidiary, any holding company and any subsidiary of any holding company of either party; and
- 1.5 **Information** means all information in whatever form including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, know-how, trade secrets and business affairs whether in writing, conveyed orally or by machine-readable medium.

2. CONFIDENTIAL INFORMATION

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

- 2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.3.2 above, it shall promptly notify the Disclosing Party and cooperate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.
- 2.5 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps [including the institution of legal proceedings] as shall be necessary to remedy [if capable of remedy] the default and/or to prevent further unauthorised copying, disclosure or use.
- 2.6 All Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights, including intellectual property rights over the Confidential Information whatsoever, beyond those contained in this Agreement.

3. RECORDS AND RETURN OF INFORMATION

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

4. ANNOUNCEMENTS

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

5. DURATION

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

6. PRINCIPAL

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

7. ADEQUACY OF DAMAGES

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

8. PRIVACY AND DATA PROTECTION

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

9. GENERAL

- 9.1 Neither party may assign the benefit of this Agreement, or any interest hereunder, except with the prior written consent of the other, save that Transnet may assign this Agreement at any time to any member of the Transnet Group.
- 9.2 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.
- 9.3 The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.
- 9.4 This Agreement may only be modified by a written agreement duly signed by persons authorised on behalf of each party.

- 9.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.
- 9.6 This Agreement will be governed by and construed in accordance with South African law and the parties irrevocably submit to the exclusive jurisdiction of the South African courts.

Signed

Date

Name

Position

Tenderer

T2.2-22: RFP DECLARATION FORM

NAME OF COMPANY: _____

We _____ do hereby certify that:

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

6.

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.

7. 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).
8. We further accept that Transnet reserves the right to reverse a tender award or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.

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

IMPORTANT NOTICE TO RESPONDENTS

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

T2.2-23 Service Provider Integrity Pact

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

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

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

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

PREAMBLE

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

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

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

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

1 OBJECTIVES

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

2 COMMITMENTS OF TRANSNET

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

- 2.1 Transnet hereby undertakes that no employee of Transnet connected directly or indirectly with the sourcing event and ensuing contract, will demand, take a promise for or accept directly or through intermediaries any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Tenderer, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the tendering process, Tender evaluation, contracting or implementation process related to any contract.
- 2.2 Transnet will, during the registration and tendering process treat all Tenderers/ Service Providers/Contractor with equity, transparency and fairness. Transnet will in particular, before and during the registration process, provide to all Tenderers/ Service

Providers/Contractors the same information and will not provide to any Tenderers/Service Providers/Contractors confidential/additional information through which the Tenderers/Service Providers/Contractors could obtain an advantage in relation to any tendering process.

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

2.4 Transnet will exclude from the tender process such employees who have any personal interest in the Tenderers/Service Providers/Contractors participating in the tendering process.

3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

3.1 Transnet has a '**Zero Gifts**' Policy. No employee is allowed to accept gifts, favours or benefits.

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

3.2 The Tenderer/Service Provider/Contractor commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Tender or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Tenderer/Service Provider/Contractor commits to the following:

- a) The Tenderer/Service Provider/Contractor will not, directly or through any other person or firm, offer, promise or give to Transnet or to any of Transnet's employees involved in the tendering process or to any third person any material or other benefit

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

programme for the implementation of the code of conduct and reject the use of bribes and other dishonest and unethical conduct.

3.9 The Tenderer/Service Provider/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

3.10 The Tenderer/Service Provider/Contractor confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human Rights, Labour, Anti-Corruption and the Environment when undertaking business with Transnet as follows:

a) Human Rights

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

b) Labour

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

c) Environment

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

d) Anti-Corruption

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

4 INDEPENDENT TENDERING

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

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

4.2 The Tenderer has arrived at his submitted Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However,

communication between partners in a joint venture or consortium will not be construed as collusive tendering.

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

5 DISQUALIFICATION FROM TENDERING PROCESS

- 5.1 If the Tenderer/Service Provider/Contractor has committed a transgression through a violation of section 3 of this Integrity Pact or in any other form such as to put its reliability or credibility as a Tenderer/Service Provider/Contractor into question, Transnet may reject the Tenderer's / Service Provider's / Contractor's application from the registration

or tendering process and remove the Tenderer/Service Provider/Contractor from its database, if already registered.

- 5.2 If the Tenderer/Service Provider/Contractor has committed a transgression through a violation of section 3, or any material violation, such as to put its reliability or credibility into question. Transnet may after following due procedures and at its own discretion also exclude the Tenderer/Service Provider /Contractor from future tendering processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, which will include amongst others the number of transgressions, the position of the transgressors within the company hierarchy of the Tenderer/Service Provider/Contractor and the amount of the damage. The exclusion will be imposed for up to a maximum of 10 (ten) years. However, Transnet reserves the right to impose a longer period of exclusion, depending on the gravity of the misconduct.
- 5.3 If the Tenderer/Service Provider/Contractor can prove that it has restored the damage caused by it and has installed a suitable corruption prevention system or taken other remedial measures as the circumstances of the case may require, Transnet may at its own discretion revoke the exclusion or suspend the imposed penalty.

6 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

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

-
- 6.4 The decision to restrict is based on one of the grounds for restriction. The standard of proof to commence the restriction process is whether a "*prima facie*" (i.e., on the face of it) case has been established.
- 6.5 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to restricting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.
- 6.6 A Service Provider or Contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.
- 6.7 Grounds for blacklisting include: If any person/Enterprise which has submitted a Tender, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Tender or contract:
- a) Has, in bad faith, withdrawn such Tender after the advertised closing date and time for the receipt of Tenders;
 - b) has, after being notified of the acceptance of his Tender, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the Tender documents;
 - c) has carried out any contract resulting from such Tender in an unsatisfactory manner or has breached any condition of the contract;
 - d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;
 - e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;
 - f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:
 - (i) he made the statement in good faith honestly believing it to be correct; and
 - (ii) before making such statement, he took all reasonable steps to satisfy himself of its correctness;
 - g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
 - h) has litigated against Transnet in bad faith.
- 6.8 Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National Treasury's database of Restricted Service Providers or Register of Tender Defaulters.
- 6.9 Companies associated with the person/s guilty of misconduct (i.e., entities owned, controlled or managed by such persons), any companies subsequently formed by the person(s) guilty of the misconduct and/or an existing company where such person(s)

acquires a controlling stake may be considered for blacklisting. The decision to extend the blacklist to associated companies will be at the sole discretion of Transnet.

7 PREVIOUS TRANSGRESSIONS

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

8 SANCTIONS FOR VIOLATIONS

- 8.1 Transnet shall also take all or any one of the following actions, wherever required to:
- Immediately exclude the Tenderer/Service Provider/Contractor from the tendering process or call off the pre-contract negotiations without giving any compensation the Tenderer/Service Provider/Contractor. However, the proceedings with the other Tenderer/ Service Provider/Contractor may continue;
 - Immediately cancel the contract, if already awarded or signed, without giving any compensation to the Tenderer/Service Provider/Contractor;
 - Recover all sums already paid by Transnet;
 - 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;
 - Cancel all or any other contracts with the Tenderer/Service Provider/Contractor; and
 - 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 Transnet employee has a personal financial interest in a tendering / supplying entity; and
 - 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 have 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

T2.2-24 Certificate of Acquaintance with Tender Documents

NAME OF TENDERING ENTITY:

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

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

Signed on this ____ day of _____ 20____

SIGNATURE OF TENDERER

T2.2-25: REQUEST FOR PROPOSAL – BREACH OF LAW

NAME OF COMPANY: _____

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

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

NATURE OF BREACH:

DATE OF BREACH:

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

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDER

T2.2-26: ANNEX G Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

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

Section 1: Name of enterprise: _____

Section 2: VAT registration number, if any: _____

Section 3: CIDB registration number, if any: _____

Section 4: CSD number: _____

Section 5: Particulars of sole proprietors and partners in partnerships

Name	Identity number	Personal income tax number

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

Section 6: Particulars of companies and close corporations

Company registration number _____

Close corporation number _____

Tax reference number: _____

The attached SBD5 must be completed for each tender and be attached as a tender requirement. (where applicable) The National Industrial Participation Programme ("NIPP") is applicable to all government procurement contracts that have an imported content, whereby the imported content is equal to or exceeding US\$ 5 million or other currency equivalent to US\$ 5 million.

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

Section 8: The attached SBD6.1 must be completed for each tender and be attached as a requirement.

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

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

Signed	_____	Date	_____
Name	_____	Position	_____
Enterprise name	_____		

SBD 6.1**PREFERENCE POINTS CLAIM FORM**

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

1. GENERAL CONDITIONS

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

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

1.2 The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the 90/10 preference point system shall be applicable. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.

1.3 Preference points for this bid shall be awarded for:

- (a) Price;
- (b) B-BBEE Status Level of Contribution; and
- (c) Any other specific goal determined in the Transnet preferential procurement policy

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

DESCRIPTION	POINTS
PRICE	90
B-BBEE STATUS LEVEL OF CONTRIBUTION Level 1 & Level 2 = 3 Points The promotion of enterprises located in uMhlathuze Local Municipality for work to be done or services to be rendered in that municipal area = 3 Points The promotion of supplier development through subcontracting a minimum of 30% of the value of • Construction of Marine structures - Berth 207	10

• Construction of gas transmission pipeline and support system • Construction of Bulk services • Construction of land storage facility portions of the contract to /with EMEs and/or QSEs 51% owned by black people, youth, women or disabled people = 4 points Non-compliant contributor (3 – 9) = 0 points	
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 defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents
- (h) **"Price"** includes all applicable taxes less all unconditional discounts.
- (i) **"Proof of B-BBEE Status Level of Contributor"**

- i) the B-BBEE status level certificate issued by an authorised body or person;
 - ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
 - iii) any other requirement prescribed in terms of the B-BBEE Act.
- (j) **"QSE"** means a Qualifying Small Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (k) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.
- (l) **"Specific goals"** means targeted advancement areas or categories of persons or groups either previously disadvantaged or falling within the scope of the Reconstruction and Development Programme identified by Transnet to be given preference in allocation of procurement contracts in line with section 2(1) of the PPPFA.

3. POINTS AWARDED FOR PRICE

3.1 THE 90/10 PREFERENCE POINT SYSTEMS

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

90/10

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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

4. EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS

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

Specific Goals	Acceptable Evidence
B-BBEE Status contributor	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
30% Black Women Owned Entities	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
+50% Black Youth Owned Entities	Certified copy of ID Documents of the Owners and B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as

	per DTIC guideline
Entities Owned by People with Disability (PWD)	Certified copy of ID Documents of the Owners / Doctor's note and /or EEA1 form confirming the disability
Entities/Black People living in rural areas	Entity 's Municipal/ESKOM bill or letter from Induna/chief confirming residential address not older than 3 months.
South African Enterprises	CIPC Certificate
EME or QSE 51% Black Owned	B-BBEE Certificate / Sworn-Affidavit / CIPC Certificate
Entities that are 51 % Black Owned	CI B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
Promoting exports Orientated for Job creation	SectionT2.2-28 Job Creation Schedule Returnable documents
Local Content and Local Production	Returnable Local Content and production Annexures
NIPP	NIPP Returnable documents
Creation of new jobs and labour intensification	SectionT2.2-28 Job Creation Schedule Returnable documents
The promotion of supplier development through sub-contracting or JV for a minimum of 30% of the value of a contract to South African Companies which are: I. 30% Black Women, 51% Black Youth and 51% Black people with disabilities II. Entities with a specified minimum B-BBEE level (1 and 2) III. EMEs and/or QSEs who are 51% black-owned	Sub-contracting agreements and Declaration / Joint Venture Agreement and CIPC – B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate as per DTIC guideline
The promotion of enterprises located in a specific province/region/municipal area for work to be done or services to be rendered in that province/region/municipal area	CIPC – B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines and Proof Registered address of entity

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

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

- 4.3 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.
- 4.4 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 4.5 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 4.6 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.
- 4.7 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

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.

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

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

7. SUB-CONTRACTING

(Tick applicable box)

7.1.1 If yes, indicate:

- (Tick applicable box)***

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:.....

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If a bidder submitted false information regarding its B-BBEE status level of contributor,, which will affect or has affected the evaluation of a bid, or where a bidder has failed to declare any subcontracting arrangements or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have

- (a) disqualify the person from the bidding process;

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

WITNESSES

1.

2.

.....

SIGNATURE(S) OF BIDDERS(S)

DATE:

BIDDER'S DISCLOSURE (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.

Full Name	Identity Number	Name of institution	State

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

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

2.2.1 If so, furnish particulars:

.....

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

YES/NO

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 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

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.

89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

T2.2-27 : 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) (insert name of Company)
Resolution from Board of Directors)

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

T2.2-28: JOB-CREATION SCHEDULE

The Government has identified State Owned Enterprises sourcing activities as a key enabler to achieve the National Development Plan (NDP) objective of reducing unemployment from the current baseline of 28% to 6%.

In order to give effect to these job creation objectives, Tenderers are required to provide the following undertaking of new jobs that will be created (either by them or by their subcontractors) should they be awarded this tender.

Tenderers to note, that if successful, any deviations from the Job creation Schedule in the contract phase will be subject to acceptance by the *Project Manager* in terms of the Conditions of Contract. Please also note the applicable Z clauses in Contract Data by Employer.

- (a) Please indicate total number of new jobs that will be created over the term of the contract:

Total number and value of new jobs created	Total number of new jobs	Total rand value of new jobs created

- (b) Of the total number of new jobs created, please indicate the number and value of new jobs to be created for the following designated groups:

	Total number of new jobs	Total rand value of new jobs
Black men		
Black women		
Black Youth		
Black people living in rural or underdeveloped areas or townships		
Black People with Disabilities		

- (c) Of the total number of new jobs created, please indicate the number of skilled, semi-skilled and unskilled new jobs that will be created over the term of the contract:

	Total number of Skilled jobs	Total number of Semi-skilled jobs	Total number of Unskilled jobs
Black men			
Black women			
Black Youth			
Black people living in rural or underdeveloped areas or townships			
Black People with Disabilities			
Other			

(d) Please indicate the number of new jobs to be created, broken down per quarter over the term of the contract.

Year 1	Q1	Q2	Q3	Q4
Total number of new jobs				
Number of new jobs for Black men				
Number of new jobs for black women				
Number of new jobs for black youth				
Number of new jobs for black people living in rural or underdeveloped areas or townships				
Number of new jobs for black People with Disabilities				
Number of new jobs for other categories				
Number of new skilled jobs				
Number of new semi-skilled jobs				
Number of new unskilled jobs				

Year 2	Q1	Q2	Q3	Q4
Total number of new jobs				
Number of new jobs for Black men				
Number of new jobs for black women				
Number of new jobs for black youth				
Number of new jobs for black people living in rural or underdeveloped areas or townships				
Number of new jobs for black People with Disabilities				
Number of new jobs for other categories				
Number of new skilled jobs				
Number of new semi-skilled jobs				
Number of new unskilled jobs				

T2.2-29: Organogram & CV's of Key Persons

1. The *Contractor* provides an Organogram of all his key people (both as required by the *Employer* and as independently stated by the *Contractor* under Contract Data Part Two) and how such key people communicate with the *Project Manager* and the *Supervisor* and their delegates all as stated at paragraph 2.4 of C3.1 *Employer's Works Information*.

The minimum key people required by the *Employer* for this project are indicated as follows:

2. Comprehensive CV's should be attached to this schedule:

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

- a) Personal particulars

- Name
- Date and place of birth
- Place (s) of tertiary education and dates associated therewith
- Professional awards

- b) Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations) and copies of all these to be attached in the tender submission.

- c) Skills

- d) Name of current employer and position in enterprise

- e) Overview of postgraduate / diploma experience (year, organization and position)

- f) Outline of recent assignments / experience that has a bearing on the scope of work.

3. CV's for people proposed for all identified posts including:

Key People	Qualifications & Experience
Design Engineer: Marine infrastructure	The Design Engineer shall be in possession of a Bachelor of Science Degree or BTech in Engineering, registered as a Professional Engineer or Technologist in terms of the Engineering Profession Act (Act 46 of 2000) with at least a minimum of 10 years of experience in the design of marine/civil/structural engineering projects. Experience in the various specialised fields and specific to the construction works and technical specifications will be essential to complete the project successfully.
Design Engineer: Gas pipeline infrastructure	The Design Engineer shall be in possession of a Bachelor of Science Degree or BTech in Engineering, registered as a Professional Engineer or Technologist in terms of the Engineering Profession Act (Act 46 of 2000) with at least a minimum of 10 years of experience in the design of marine/civil/structural engineering projects. Experience in the various specialised fields and specific to the construction works and technical specifications will be essential to complete the project successfully.
Design Engineer: Gas pipeline infrastructure	The Design Engineer shall be in possession of a Bachelor of Science Degree or BTech in Engineering, registered as a Professional Engineer or Technologist in terms of the Engineering Profession Act (Act 46 of 2000) with at least a minimum of 10 years of experience in the design of structural/mechanical engineering projects. Experience in the various specialised fields and specific to the construction works and technical specifications will be essential to complete the project successfully.
Design Engineer: Bulk services	The Design Engineer shall be in possession of a Bachelor of Science Degree or BTech in Engineering, registered as a Professional Engineer or Technologist in terms of the Engineering Profession Act (Act 46 of 2000) with at least a minimum of 10 years of experience in the design of civil

	engineering projects. Experience in the various specialised fields and specific to the construction works and technical specifications will be essential to complete the project successfully.
Senior Engineer: Marine infrastructure	The Senior Engineer shall be in possession of a Bachelor of Science Degree or BTech in Engineering, with at least a minimum of 10 years of experience in the design of marine/civil/structural engineering projects. Experience in the various specialised fields and specific to the construction works and technical specifications will be essential to complete the project successfully.
Senior Engineer: Gas pipeline infrastructure	The Senior Engineer shall be in possession of a Bachelor of Science Degree or BTech in Engineering, with at least a minimum of 10 years of experience in the design of civil engineering projects. Experience in the various specialised fields and specific to the construction works and technical specifications will be essential to complete the project successfully.
Senior Engineers: Bulk services	The Senior Engineer shall be in possession of a Bachelor of Science Degree or BTech in Engineering, with at least a minimum of 10 years of experience in the design of civil engineering projects. Experience in the various specialised fields and specific to the construction works and technical specifications will be essential to complete the project successfully.
Construction Managers: Marine infrastructure	The Construction Manager shall be in possession of a Bachelor of Science Degree or BTech in Engineering, registered as a Professional Construction Manager in terms of the South African Council for the Project and Construction Management Professions (SACPCMP) Act (Act No.48 of 2000) with at least a minimum of 10 years of experience in the management of marine/civil/structural engineering projects. Experience in the various specialised fields and specific to the construction works

	and understanding of technical specifications will be essential to complete the project successfully.
Construction Managers: Gas pipeline infrastructure	The Construction Manager shall be in possession of a Bachelor of Science Degree or BTech in Engineering, registered as a Professional Construction Manager in terms of the South African Council for the Project and Construction Management Professions (SACPCMP) Act (Act No.48 of 2000) with at least a minimum of 10 years of experience in the management of structural/mechanical engineering projects. Experience in the various specialised fields and specific to the construction works and understanding of technical specifications will be essential to complete the project successfully.
Quality Manager	Quality manager should have a B-Tech or Diploma, and Certified qualification in quality system / welding with relevant quality experience in construction and Auditor training, and experience working with the NEC3 Engineering and Construction Contract Option chosen for this contract. A minimum of 7 years of experience in a quality systems environment and relevant experience in marine and mechanical construction projects is required. If staff experience of these matters is limited, an indication of relevant training that they have attended would be helpful.
Quality Officer	Quality officer should have a B-Tech or Diploma, and Certified qualification in quality system / welding with relevant quality experience in construction and Auditor training, and experience working with the NEC3 Engineering and Construction Contract Option chosen for this contract. A minimum of 3 years of experience in a quality systems environment and relevant experience in marine and mechanical construction projects is required. If staff experience of these matters is limited, an indication of relevant training that they have attended would be helpful.
Pr. CHSA	The Pr. CHSA shall be in possession of a BTech degree in Safety Management, registered as a Professional Construction Health

	and Safety Agent in terms of the South African Council for the Project and Construction Management Professions (SACPCMP) Act (Act No.48 of 2000) with at least a minimum of 5 years of experience in the management of oil and gas facilities. Experience in the various stages 1-6 of the works and understanding of required outputs by SACPCMP will be essential to complete the project successfully.
--	---

The following table is to be populated by the tenderer identifying the resources for the key roles on the project.

Key Person Role	Name of Resource
Design Engineer: Marine infrastructure	
Design Engineer: Gas pipeline infrastructure	
Design Engineer: Bulk services	
Senior Engineer: Marine infrastructure	
Senior Engineers: Bulk services	
Construction Managers: Marine infrastructure	
Construction Managers: Gas pipeline infrastructure	
Construction Managers: Bulk services	
Project Manager: Overall management of the project	
Environmental Officer, Environmental Assessment Practitioner	
Quality Manager	
Quality Officer	

Pr. CHSA	
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Attached submissions to this schedule:

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.....

.....

.....

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T2.2-30: Insurance provided by the *Contractor*

Clause 84.1 in NEC3 Engineering & Construction Contract (June 2005)(amended June 2006 and April 2013) requires that the *Contractor* 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 *Contractor* 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 84.2 of the ECC)	Name of Insurance Company	Cover	Premium
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract			
Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R5 000 000.			
Insurance in respect of loss of or damage to own property and equipment.			
(Other)			

T2.2-33: Three (3) years audited financial statements

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

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

.....

.....

.....

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.....

.....

.....

.....

Contractor:

Date of audited financial statement	Total Revenue for year
	R
	R
	R

Contractor:

Date of audited financial statement	Total Revenue for year
	R
	R
	R

Contractor:

Date of audited financial statement	Total Revenue for year
	R
	R
	R

Proposed Sub-contractor 1:

Date of audited financial statement	Total Revenue for year
	R
	R
	R

Proposed Sub-contractor 2:

Date of audited financial statement	Total Revenue for year
	R
	R
	R

Proposed Sub-contractor 3:

Date of audited financial statement	Total Revenue for year
	R
	R
	R

Proposed Sub-contractor 4:

Date of audited financial statement	Total Revenue for year
	R
	R
	R

Proposed Sub-contractor 5:

Date of audited financial statement	Total Revenue for year
	R
	R
	R

Proposed Sub-contractor 6:

Date of audited financial statement	Total Revenue for year
	R
	R
	R

Proposed Sub-contractor 8:

Date of audited financial statement	Total Revenue for year
	R
	R
	R

Proposed Sub-contractor 9:

Date of audited financial statement	Total Revenue for year
	R
	R
	R

Proposed Sub-contractor 10:

Date of audited financial statement	Total Revenue for year
	R
	R
	R

T2.2-34 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.

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.

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.

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
	Educational Institution	Specialised 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								
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	
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; - 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	YES ☐ NO ☐



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.	
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 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.).	YES ☐ NO ☐
DEVELOPMENT PLAN DOCUMENT Agreed plan that will be crafted with the supplier in regard 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 ☐

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	

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

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:	
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"	Black Designated Groups means:



Designated Groups"	(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 underdeveloped 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:
- 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

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.):	
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,
- 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)	

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

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.		
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.		



MEDIA RELEASE

DATE: 05 JULY 2018

GOVERNMENT AND OTHER ENTITIES ARE ADVISED TO REJECT B-BBEE CERTIFICATES ISSUED BY VERIFICATION AGENCIES THAT ARE NOT ACCREDITED BY SANAS

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 www.sanas.co.za.

Further, Exempted Micro-Enterprises (EMEs), i.e. entities with R10 million or less in annual turnover and Qualifying Small Enterprises (QSEs) that are at least 51% black owned, i.e. entities with annual turnover between R10 million and R50 million, are only required to present sworn affidavits, and these sworn affidavits must be accepted. 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.cipc.co.za.

The B-BBEE Commission said "the 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 using the QSE Scorecard".

Therefore, any B-BBEE certificate issued to EMEs and 51% to 100% black owned QSEs is invalid as there is no authority under the current Codes of Good Practice, the B-BBEE Regulations or the B-BBEE Act for any verification professional or agency to conduct verification or issue a B-BBEE certificate to any such entity.

“The exception to this is the Transport Sector where EMEs have a choice of obtaining accounting letters or get verified and issued a B-BBEE certificate by SANAS accredited agencies and professionals because the Transport Sector Code has not been aligned to the amended generic Codes. Also, start-ups that are EMEs but wish to tender for contracts of R10 million in value or above must be verified using the QSE scorecard, and for tenders of R50 million and above must be verified using the generic scorecard”, the B-BBEE Commission added.

“An entity or organ of state that refuses to accept a sworn affidavit from entities that qualify must be reported to us immediately as that undermines the objectives of the B-BBEE Act. We have uploaded a list of B-BBEE certificates that we considered invalid on our website, and this list will be updated monthly to alert the public. We must point out upfront that the entities on the list in question have cooperated with the B-BBEE Commission, and as such have not been found guilty of any wrongdoing by the B-BBEE Commission”, said the B-BBEE Commission. For the list of invalid B-BBEE certificates, please visit www.bbbeeecommission.co.za.

The B-BBEE Commission initiates investigations against verification agencies and professionals that consistently issue B-BBEE certificates incorrectly, as well as those that defied the instruction to withdraw a B-BBEE certificate considered to be invalid. Findings will be issued in line with the process outlined for investigations and criminal charges will be pursued where necessary

The list of invalid certificates can be viewed on the link: <https://bbbeeecommission.co.za/invalid-b-bbee-certificates/>

The B-BBEE Commission was established in terms of Section 13B of the amended B-BBEE Act No 46 of 2013 effective from 6 June 2016. The Commission's mandate, amongst others, is to supervise and encourage adherence to the B-BBEE Act in the interest of the public, to promote good governance and accountability by creating an effective and efficient environment for the promotion and implementation of the objectives of broad-based black economic empowerment.

Issued by the B-BBEE Commission.

Enquiries:
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Follow us on Twitter: @the_dti

-
- 2. FINANCIAL PROPOSAL (ENVELOPE 2): MUST BE SUBMITTED BY THE CLOSING TIME AND DATE, FAILING WHICH TENDERERS WILL BE REGARDED AS NON-RESPONSIVE TENDER NUMBER: TNPA/2023/07/0008/34701/RFP**
-

The Contract

Part C1: Agreements and Contract Data

C1.1: Form of Offer and Acceptance

C1.1: Form of Offer & Acceptance

Offer

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

DETAILED ENGINEERING, DESIGN AND CONSTRUCTION OF THE COMMON USER INFRASTRUCTURE FOR THE PORT OF RICHARDS BAY LIQUEFIED NATURAL GAS TERMINAL

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 *Contractor* under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the *conditions of contract* identified in the Contract Data.

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

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

Signature(s)

Name(s)

Capacity

For the tenderer:

Name & signature of witness

(Insert name and address of organisation)

Date

Tenderer's CIDB registration number:

Acceptance

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

The terms of the contract, are contained in:

Part C1	Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
Part C2	Pricing Data
Part C3	Scope of Work: Works Information
Part C4	Site Information

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 of the Offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any).

Unless the tenderer (now *Contractor*) 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

(Insert name and address of
organisation)

Date

Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		

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

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

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

C1.2: Contract Data Part 1 and 2

C1.2 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
		A: Priced contract with activity schedule
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X1: Price adjustment for inflation
		X2 Changes in the law
		X4: Parent company guarantee
		X7: Delay damages
		X13: Performance Bond
		X16: Retention
		X18: Limitation of liability
		Z: <i>Additional conditions of contract</i>

of the NEC3 Engineering and
 Construction Contract June 2005
 (amended June 2006 and April
 2013)

10.1	The <i>Employer</i> is:	Transnet SOC Ltd (Registration No. 1990/000900/30)
	Address	Registered address: Transnet Corporate Centre 138 Eloff Street Braamfontein Johannesburg 2000
	Having elected its Contractual Address for the purposes of this contract as:	Transnet National Ports Authority eMendi Building N2 Neptune Road Off Klub Road Port of Ngqura Port Elizabeth 6100
10.1	The <i>Project Manager</i> is: (Name)	Qiniso Shezi
	Address	Port of Richards Bay Pioneer Centre
	Tel	TBA
	e-mail	Qiniso.shezi@transnet.net
10.1	The <i>Supervisor</i> is: (Name)	TBA
	Address	Port of Richards Bay Pioneer Centre
	Tel No.	TBA
	e-mail	TBA
11.2(13)	The <i>works</i> are	The Detailed Engineering, Design and Construction of the Common User Infrastructure for the Port of Richards Bay Liquefied Natural Gas Terminal



11.2(14)	The following matters will be included in the Risk Register	1. Work stoppages due to business forums 2. Work stoppages due to Port operational requirements. 3. Protracted Environmental approvals (EIA) and other regulatory requirements.	
11.2(15)	The <i>boundaries of the site</i> are	As stated in Part C4.1."Description of the Site and it surroundings"	
11.2(16)	The Site Information is in	Part C4	
11.2(19)	The Works Information is in	Part C3	
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.	
13.1	The <i>language of this contract</i> is	English	
13.3	The <i>period for reply</i> is	2 weeks	
2	The <i>Contractor's</i> main responsibilities	No additional data is required for this section of the <i>conditions of contract</i>.	
3	Time		
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	29 March 2027	
11.2(9)	The <i>key dates</i> and the <i>conditions</i> to be met are:	<i>Condition to be met</i>	<i>key date</i>
		1 Submit preliminary designs	29 Feb 2024
		2 Complete detailed design	30 Aug 2024
30.1	The <i>access dates</i> are	Part of the Site	Date
		1 Berth 207	16 Oct 2023
		2 Gas Pipeline Site	16 Oct 2023
		3 Bulk Service Site	16 Oct 2023



31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	2 weeks of the Contract Date.
31.2	The <i>starting date</i> is	16 October 2023
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	Two (2) weeks.
4	Testing and Defects	
42.2	The <i>defects date</i> is	52 (fifty-two) weeks after Completion of the whole of the <i>works</i>.
43.2	The <i>defect correction period</i> is	2 weeks
5	Payment	
50.1	The <i>assessment interval</i> is monthly on the	25th (twenty fifth) day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand.
51.2	The period within which payments are made is	Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.
51.4	The <i>interest rate</i> is	the prime lending rate of Standard Bank of South Africa.
6	Compensation events	
60.1(13)	The <i>weather measurements</i> to be recorded for each calendar month are,	the cumulative rainfall (mm) the number of days with rainfall more than 10 mm the number of days with minimum air temperature less than 0 degrees Celsius the number of days with snow lying at 08:00 hours South African Time

The place where weather is to be recorded (on the Site) is:

The *Contractor's* Site establishment area

The *weather data* are the records of past *weather measurements* for each calendar month which were recorded at:

Richards Bay Weather Station

and which are available from:

South African Weather Service 012 367 6023 or info3@weathersa.co.za.

7	Title	No additional data is required for this section of the <i>conditions of contract</i>.
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	None
84.1	The <i>Employer</i> provides these insurances from the Insurance Table	
	1 Insurance against:	Loss of or damage to the <i>works</i>, Plant and Materials is as stated in the Insurance policy for Contract Works/ Public Liability.
	Cover / indemnity:	to the extent as stated in the insurance policy for Contract Works / Public Liability
	The deductibles are:	as stated in the insurance policy for Contract Works / Public Liability
	2 Insurance against:	Loss of or damage to property (except the <i>works</i>, Plant and Materials & Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising out of or in connection with the performance of the Contract as stated in the insurance policy for Contract Works / Public Liability
	Cover / indemnity	Is to the extent as stated in the insurance policy for Contract Works / Public Liability
	The deductibles are	as stated in the insurance policy for Contract Works / Public Liability



3	Insurance against:	Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability
	Cover / indemnity	Is to the extent as stated in the insurance policy for Contract Works / Public Liability
	The deductibles are:	As stated in the insurance policy for Contract Works / Public Liability
4	Insurance against:	Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon
	Cover / indemnity	Cover / indemnity is to the extent provided by the SASRIA coupon
	The deductibles are	The deductibles are, in respect of each and every theft claim, 0,1% of the contract value subject to a minimum of R2,500 and a maximum of R25,000.
	Note:	The deductibles for the insurance as stated above are listed in the document titled "Certificate of Insurance: Transnet (SOC) Limited Project Specific Insurance."

84.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is The <i>Contractor</i> provides these additional Insurances	The <i>Contractor</i> must comply at a minimum with the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended. 1 Where the contract requires that the design of any part of the <i>works</i> shall be provided by the <i>Contractor</i> the <i>Contractor</i> shall satisfy the <i>Employer</i> that professional indemnity insurance cover in connection therewith has been affected
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- 2 Where the contract involves manufacture, and/or fabrication of Plant & Materials, components or other goods to be incorporated into the *works* at premises other than the site, the *Contractor* shall satisfy the *Employer* that such plant & materials, components or other goods for incorporation in the *works* are adequately insured during manufacture and/or fabrication and transportation to the site.**
- 3 Should the *Employer* have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the *Contractor's* policies of insurance as well as those of any sub-contractor**
- 4 Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R 5 000 000.**
- 5 The insurance coverage referred to in 1, 2, 3, 4, above shall be obtained from an insurer(s) in terms of an insurance policy approved by the *Employer*. The *Contractor* shall arrange with the insurer to submit to the *Project Manager* the original and the duplicate original of the policy or policies of insurance and the receipts for payment of current premiums, together with a certificate from the insurer or insurance broker concerned, confirming that the policy or policies provide the full coverage as required. The original policy will be returned to the *Contractor*.**



84.2	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the works, Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) caused by activity in connection with this contract for any one event is	Whatever the <i>Contractor</i> requires in addition to the amount of insurance taken out by the <i>Employer</i> for the same risk.
84.2	The insurance against loss of or damage to the works, Plant and Materials as stated in the insurance policy for contract works and public liability selected from:	Project Specific Insurance policy for the Contract.
9	Termination	There is no additional Contract Data required for this section of the <i>conditions of contract</i>.
10	Data for main Option clause	
A	Priced contract with Activity Schedule	No additional data is required for this Option.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is	Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the Chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i>.
W1.2(3)	The <i>Adjudicator nominating body</i> is: If no <i>Adjudicator nominating body</i> is entered, it is:	The Chairman of the Association of Arbitrators (Southern Africa) the Association of Arbitrators (Southern Africa)
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)

The place where arbitration is to be held is **Richards Bay, KwaZulu Natal , South Africa**

The person or organisation who will choose an arbitrator

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

The Chairman of the Association of Arbitrators (Southern Africa)

12 Data for secondary Option clauses

X1 Price adjustment for inflation

X1.1(a) The *base date* for indices is **05 August 2023**

X1.1(c) The proportions used to calculate the Price Adjustment Factor are:

Pro-portion	linked to index for	Index prepared by
0.30	Labour (People)	The Consumer Price Index (CPI) for "All Items" in Table 1 (Consumer price indices for the total country) of the Statistical Release P0141 "Consumer Price Index - Additional Tables" published by Statistics South Africa. (Link- http://www.statssa.gov.za/?page_id=1854&PPN=P0141)



0.15	Plant (Equipment)	The "Plant and Equipment" index in Table 4 (Mining and construction plant and equipment price index) of the Statistical Release P0151.1 "Construction Materials Price Indices" published by Statistics South Africa. (Link - http://www.statssa.gov.za/?page_id=1854&PPN=P0151.1)
0.45	Material (Civil)	The "Civil Engineering Material - Total" index in Table 6 (Civil engineering material price indices) of the Statistical Release P0151.1 "Construction Materials Price Indices" published by Statistics South Africa. (Link – http://www.statssa.gov.za/?page_id=1854&PPN=P0151.1); and



0.02	Material (Electrical)	The "Electrical Engineering" index in Table 5 (Mechanical and Electrical Engineering Input Price Indices) of the Statistical Release P0151.1 "Construction Materials Price Indices" published by Statistics South Africa.
0.05	Material (Mechanical)	The "Mechanical Engineering" index in Table 5 (Mechanical and Electrical Engineering Input Price Indices) of the Statistical Release P0151.1 "Construction Materials Price Indices" published by Statistics South Africa.



		0.03	Fuel	The "Diesel" index in Table 1 (PPI for final manufactured goods) of the Statistical Release P0142.1 "Producer Price Index" published by Statistics South Africa. (Link - http://www.statssa.gov.za/?page_id=1854&PPN=P0142.1)
		1.00		
		0.15	Non-adjustable	
		*Statistical release P0151 – Contract Price Adjustment Provisions (CPAP) Work Group and Selected Materials Indices		
X2	Changes in the law	No additional data is required for this Option		
X7	Delay damages			
X7.1	Delay damages for Completion of the whole of the <i>works</i> are	A penalty of R100 000.00 per day, capped at 20% of the contract value (Incl. VAT)		
X13	Performance bond			
X13.1	The amount of the performance bond is	5% of the total of the Prices (Incl. VAT)		
X16	Retention			
X16.1	The retention free amount is	Nil		
	The retention percentage is	10% on all payments certified.		



X18 Limitation of liability

- | | | |
|-------|---|---|
| X18.1 | The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to: | Nil |
| X18.2 | For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to: | The deductible of the relevant insurance policy |
| X18.3 | The <i>Contractor's</i> liability for Defects due to his design which are not listed on the Defects Certificate is limited to: | The cost of correcting the Defect |
| X18.4 | The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to: | The Total of the Prices |
| X18.5 | The <i>end of liability date</i> is | 5 years after Completion of the whole of the works |

Z Additional conditions of contract are:

Z1.1

Z1.2

Z1.3

The *Contractor* shall provide to the *Employer*, on a monthly basis or upon receiving an instruction to do so by the *Project Manager*, any documentation and/or evidence required by the *Employer*, which in the *Employer's* opinion would be necessary to verify whether the *Contractor* has maintained the job-creation undertaking as stipulated in Returnable Schedule T.2.2-28 The *Contractor* shall provide the said documentation and/or evidence within the period stated or as instructed. The provision of the documentation and/or evidence shall not constitute a compensation event.



**Z2 Additional clause relating to
Performance Bonds and/or
Guarantees**

Z2.1

The Performance Guarantee under X13 above shall be an irrevocable, on-demand performance guarantee, to be issued exactly in the form of the Pro Forma documents provided for this purpose under C1.3 (Forms of Securities), in favour of the *Employer* by a financial institution reasonably acceptable to the *Employer*.

**Z3 Additional clauses relating to
Joint Venture**

Z3.1

Insert the additional core clause 27.5

27.5. In the instance that the *Contractor* is a joint venture, the *Contractor* shall provide the *Employer* with a certified copy of its signed joint venture agreement, and in the instance that the joint venture is an 'Incorporated Joint Venture,' the Memorandum of Incorporation, within 4 (four) weeks of the Contract Date. The Joint Venture agreement shall contain but not be limited to the following:

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

		• Financial requirements for the Joint Venture: iv. the working capital requirements for the Joint Venture and the extent to which and manner whereby this will be provided and/or guaranteed by the constituents from time to time; v. the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.
Z3.2		Insert additional core clause 27.6 27.6. The <i>Contractor</i> shall not alter its composition or legal status of the Joint Venture without the prior approval of the <i>Employer</i>.
Z4	Additional obligations in respect of Termination	
Z4.1		The following will be included under core clause 91.1: In the second main bullet, after the word 'partnership' add 'joint venture whether incorporate or otherwise (including any constituent of the joint venture)' and Under the second main bullet, insert the following additional bullets after the last sub-bullet: • commenced business rescue proceedings (R22) • repudiated this Contract (R23)
Z4.2	Termination Table	The following will be included under core clause 90.2 Termination Table as follows: Amend "A reason other than R1 – R21" to "A reason other than R1 – R23" Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."

**Z5 Right Reserved by the
Employer to Conduct Vetting
through SSA**

Z5.1

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

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

**Z6 Additional Clause Relating to
Collusion in the Construction
Industry**

Z6.1

The contract award is made without prejudice to any rights the *Employer* may have to take appropriate action later with regard to any declared tender rigging including blacklisting.

**Z7 Protection of Personal
Information Act**

Z7.1

The *Employer* and the *Contractor* are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act.

Z8 The first *assessment interval*

- Z8.1** In the event that the *Contractor* is not loaded on the vendor data base, the *Project Manager's* first assessment of the amount due will be done once the *Contractor* has been successfully loaded as a vendor on the *Employers* data base following submitting all valid updated documents to the Procurement officer. Therefore, on NEC ECC Clause 50.1 the following text is removed in its entirety "and is no later than the *assessment interval* after the *starting date*"

Z9 Local Content

- Z9.1** Meaning that portion of the bid price, which is not included in the imported content, provided that local manufacture does take place.
- The Contractor shall meet the stipulated minimum threshold portion of local production and content as determined by the Department of Trade and Industry for ALL stipulated "designated sectors" in this contract, meaning a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content.

Z9 Local Content

Z9.2

The *Contractor* shall declare the designated sectors prior to commencing the Construction phase of works.

Non-compliance Penalty Certificate:

If any Non-compliance Penalty arises, the Employer shall issue a Non-compliance Penalty Certificate on the last day of each month during such Non-compliance indicating the Noncompliance Penalties which have accrued during that period.

A Non-compliance penalty shall apply at the following rate: the difference in value between the Required Local Content Spend and the Actual Local Content Spend, plus 5% of such difference.

Z10 Price adjustment for inflation

Z10.1

Secondary clause X1 Price adjustment for inflation shall only commence on the start of the Construction Phase of Works.

C1.2 Contract Data

Part two - Data provided by the *Contractor*

The tendering *Contractor* is advised to read both the NEC3 Engineering and Construction Contract - June 2005 (with amendments June 2006 and April 2013) and the relevant parts of its Guidance Notes (ECC3-GN) in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on pages 156 to 158 of the ECC3 Guidance Notes.

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

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name):	
	Address	
	Tel No.	
	Fax No.	
11.2(8)	The <i>direct fee percentage</i> is	%
	The <i>subcontracted fee percentage</i> is	%
11.2(18)	The <i>working areas</i> are the Site and	
24.1	The <i>Contractor's</i> key persons are:	
	1 Name:	
	Job:	
	Responsibilities:	
	Qualifications:	
	Experience:	
	2 Name:	
	Job	
	Responsibilities:	
	Qualifications:	
	Experience:	



		CV's (and further key persons data including CVs) are appended to Tender Schedule entitled .		
11.2(14)	The following matters will be included in the Risk Register			
31.1	The programme identified in the Contract Data is			
A	Priced contract with activity schedule			
11.2(20)	The <i>activity schedule</i> is in			
11.2(30)	The tendered total of the Prices is	(in figures) (in words), excluding VAT		
A	Priced contract with activity schedule	Data for the Shorter Schedule of Cost Components		
41 in SSCC	The percentage for people overheads is:	%		
21 in SSCC	The published list of Equipment is the last edition of the list published by			
	The percentage for adjustment for Equipment in the published list is	% (state plus or minus)		
22 in SSCC	The rates of other Equipment are:	Equipment	Size or capacity	Rate
61 in SSCC	The hourly rates for Defined Cost of design outside the Working Areas are	Category of employee		Hourly rate



TRANSNET NATIONAL PORTS AUTHORITY TENDER NUMBER: NPA/2023/05/0004/28328/RFP
 DESCRIPTION OF THE WORKS: DETAILED ENGINEERING, DESIGN AND CONSTRUCTION OF THE COMMON USER INFRASTRUCTURE
 FOR THE PORT OF RICHARDS BAY LIQUEFIED NATURAL GAS TERMINAL

62	in	The percentage for design overheads is	%
SSCC			
63	in	The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are:	
SSCC			

Part C2: Pricing Data

PART 2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option A	2
C2.2	Activity Schedule	3

C2.1 Pricing Instructions – Option A

C2.1 Pricing Data: Option A

1. The conditions of contract

1.1. How the contract prices work and assesses it for progress payments

Clause 11 in NEC3 Engineering and Construction Contract, June 2005, (with amendments June 2006 and April 2013) (ECC) Option A states:

Identified and defined terms 11.2

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

(22) Defined Cost is the cost of the components in the Shorter Schedule of Cost Components whether work is subcontracted or not excluding the cost of preparing quotations for compensation events.

(27) The Price for Work Done to Date is the total of the Prices for

- each group of completed activities and
- each completed activity which is not in a group

A completed activity is one which is without Defects which would either delay or be covered by immediately following work.

(30) 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

- 1.2.1 The Activity Schedule provides the basis of all valuations of the Price for Work Done to Date, payments in multiple currencies, price adjustments for inflation and general progress monitoring.
- 1.2.2 The amount due at each assessment date is based on **completed activities and/or milestones** as indicated on the Activity Schedule.
- 1.2.3 The Activity Schedule work breakdown structure provided by the Contractor 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 Project Manager with any additions and/or amendments deemed necessary.
- 1.2.4 The Contractor's detailed Activity Schedule summates back to the Activity Schedule provided by the Employer and is in sufficient detail to monitor completion of activities related to the Accepted Programme in order that payment of completed activities may be assessed.

- 1.2.5 The short descriptions in the Activity Schedule are for identification purposes only. All work described in the Works Information is deemed included in the activities.
- 1.2.6 The Activity Schedule is integrated with the Prices, Accepted Programme and where required the forecast rate of payment schedule.
- 1.2.7 Activities in multiple currencies are separately identified on both the Activity Schedule and the Accepted Programme for each currency.
- 1.2.8 The tendered total of the prices as stated in the Contract Data is obtained from the Activity Schedule summary. The tendered total of the prices includes for all direct and indirect costs, overheads, profits, risks, liabilities and obligations relative to the Contract.

C2.2 Activity Schedule



C2.2 Activity Schedule

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

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

Task No.	Description	Unit	Qty	Rate	Total Amount
	Design				
1.	Detailed engineering and design development				
1.1	Marine infrastructure – Berth 207	Sum	1		
1.2	Bulk services	Sum	1		
1.3	Gas pipeline	Sum	1		
2.	Geotechnical / Site Investigations	Sum	1		
3.	Project Management and Co-ordination	Sum	1		
4.	Input into studies, documents and reports prepared by others	Prov. Sum	1	R100 000	R100 000
5.	Regulatory approvals	Prov. Sum	1	R500 000	R500 000
6.	HAZOP study AIA Carry out a risk assessment during detailed design prior to project execution	Sum	1		
7.	Disbursements	Prov. Sum	1	R500 000	R500 000
8.	Printing of drawings for review and comments by the <i>Employer</i>	Sum	1		
9.	Specialist studies/activities	Sum	1		
10	Construction				



10.1	Site Establishment	Sum	1		
Task No.	Description	Unit	Qty	Rate	Total Amount
10.2	Mobilisation & Demobilisation	Sum	1		
10.3	Supervision for the duration of the contract	Sum	1		
10.4	Preliminary and General items	Sum	1		
10.5	Quay structures: Berth 207				
10.5.1	Piled Loading Platform 14mm Steel, concrete filled tubular piles average diameter 966mm	Sum	1		
10.5.2	Reinforced concrete deck, including precast elements	Sum	1		
10.5.3	Piled Mooring Dolphins 14mm Steel, concrete filled tubular piles 1200mm diameter	Sum	1		
10.5.4	Reinforced concrete deck	Sum	1		
10.5.6	Piled Berthing Dolphins 14mm Steel, concrete filled tubular piles 1200mm diameter	Sum	1		
10.5.7	Reinforced concrete deck	Sum	1		
10.5.8	Dolphin Access Walkways 14mm Steel, concrete filled tubular piles 1200mm diameter	Sum	1		
10.5.9	Reinforced concrete headstock	Sum	1		
10.5.10	Steel walkway	Sum	1		
10.5.11	Quay Furniture (fenders, mooring hooks and safety ladders)	Sum	1		



10.5.12	Remove and reposition floating breakwater	Sum	1		
10.5.13	Dredging	Prov. Sum	1	R 10 000 000	R 10 000 000

Task No.	Description	Unit	Qty	Rate	Total Amount
10.5.14	Scour protection	Prov. Sum	1	R 15 000 000	R 15 000 000
10.5.15	Maintenance requirements	Sum	1		
10.5.16	Loading arms and Manifolds	Sum	1		
11	Transmission gas pipeline				
11.1	Construction of 13km transmission gas pipeline including valves	Sum	1		
11.2	Construction of booster pump system	Sum	1		
11.3	Bulk earthworks	Sum	1		
11.4	Construction of pipeline support system (Pipe racks)	Sum	1		
11.5	Maintenance requirements	Sum	1		
11.6	Valves	Sum	1		
11.7	Metering system	Sum	1		
12.7	Scada system	Sum	1		
12	Bulk services				
12.1	Bulk earthworks	Sum	1		
12.2	Storm water infrastructure	Sum	1		
12.3	Portable water infrastructure	Sum	1		
12.4	Electrical Infrastructure	Sum	1		
12.5	Fire detection and protection system	Sum	1		



TRANSNET NATIONAL PORTS AUTHORITY TENDER NUMBER: TNPA/2023/05/0004/28328/RFP

DESCRIPTION OF THE WORKS: DETAILED ENGINEERING, DESIGN AND CONSTRUCTION OF THE COMMON USER INFRASTRUCTURE FOR THE PORT OF RICHARDS BAY LIQUEFIED NATURAL GAS TERMINAL

12.6	Leak detection system	Sum	1		
12.7	Air supply	Sum	1		
12.8	Maintenance requirements	Sum	1		
Total excluding VAT carried to Form of Offer and Acceptance					
15% VAT carried to Form of Offer and Acceptance					
Total carried to Form of Offer and Acceptance					

TNPA Estimate Health and Safety Cost Breakdown

Tenderer (Company)	Responsible Person	Designation	Date
Project/Tender Title	Project/Tender No.	Project Location / Description	

#	Cost element	Unit Cost (R)	# of Units	Total Cost (R)
1.	Human Resources			
2.	Systems Documentation			
3.	Meetings & Administration			
4.	H&S Training			
5.	PPE & Safety Equipment			
6.	Signage & Barricading			
7.	Workplace Facilities			
8.	Emergency & Rescue Measures			
9.	Hygiene Surveys & Monitoring			
10.	Medical Surveillance			
11.	Safe Transport of Workers			
12.	HazMat Management (e.g. asbestos /silica)			
13.	Substance Abuse Testing (3 kits @R500 pm)			
14.	H&S Reward & Recognition			

Total Health and Safety Estimate (R)	
Total Estimate Value (R)	
H&S Cost as % of Tender value	

T2.2-31: Form of Intent to Provide a Performance Guarantee

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

Name of Guarantor

(Bank/Insurer)

Address

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

Signed

Name

Capacity

On behalf of (name of tenderer)

Date

Confirmed by Guarantor's Authorised Representative

Signature(s)

Name (print)

Capacity

On behalf of Guarantor

(Bank/insurer)

Date

T2.2-32: Forecast Rate of Invoicing

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

Index of documentation attached to this schedule:

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

PART C3: SCOPE

Document reference	Title	No of pages
C3.1	This cover page	1
	<i>Scope</i>	44
Total number of pages		45

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C3.1 Scope

1. Description of the services

1.1 Executive overview

The services that the *Contractor* are to perform includes, the design and construction of marine infrastructure, gas transmission pipeline and bulk services for the proposed new Liquefied Natural Gas (LNG) terminal in the Port of Richards Bay.

South Africa (SA) is the largest power market in Africa with nominal installed generation capacity of 44 GW. Despite it having the largest power sector in Africa, SA has been experiencing power shortages since 2007. This issue is still persistent in SA despite the wide recognition that energy availability is the key driver of economic growth.

To solve the energy challenge of overcoming power shortages, SA recognized that new power generation capacity needs to be procured from a variety of sources, including gas. The current ministerial determination includes 3,126 MW of new gas fired generation capacity. A Gas to Power Programme has been designed to procure this new generation capacity in South Africa.

The Port of Richards Bay (PoRB) is amongst three ports that have been identified as suitable for LNG importation. As part of the Gas to Power Programme, Transnet National Ports Authority (TNPA) intends to roll out the development of Port infrastructure (marine and landside) for an LNG Import Terminal.

Associated works will consist of the primary activities listed below:

- Detailed engineering and design development
- Specialist studies
- Geotechnical / Site Investigations
- Project Management and Coordination
- Input into studies, documents, and reports prepared by others
- Regulatory approvals
- Qualitative risk assessment on Major Hazardous Installation by Approved Inspection Authority (AIA)
- HAZOP study
- Construction of Marine structures (Berth 207)
- Construction of gas transmission pipeline and support system
- Construction of Bulk services
- Construction of land storage facility

1.2 Employers Objective

The *Employer's* objective is to obtain appoint a service provider for the design and construction of the common user infrastructure which will consist of the following:

- Marine structures, Berth 207 (T-jetty or L-jetty configuration)
- Gas transmission pipeline and support system
- Bulk services

1.3 Overview of the works

1.3.1 Marine infrastructure (Berth 207)

The proposed new berth 207 shall be a T-jetty or L-jetty configuration with a view of potential expansion in the future. with all associated statutory infrastructure inclusive of bollards, fenders, ladders, access trestles, bund walls, fire-fighting infrastructure, electrical and civil infrastructure, loading arms and pipe racks. This will include obtaining all the statutory requirements to construct and operate the facility

1.3.2 Gas pipeline and Support system (Pipe Racks)

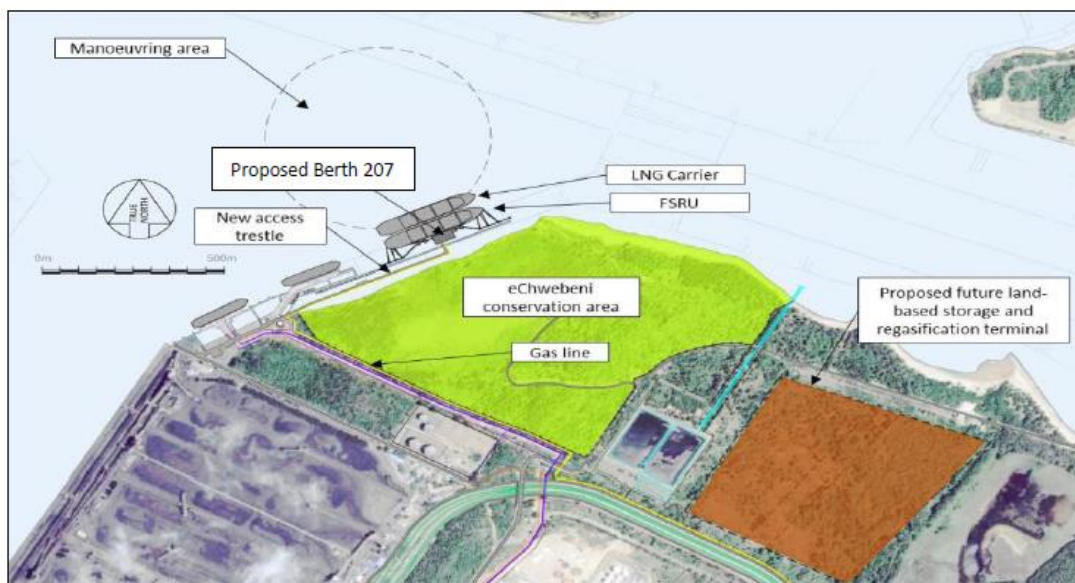
The gas pipeline is +- 13km with associated equipment and instrumentation for end-to-end operations to support the proposed Terminal for handling LNG when it is discharged from the FSRU into the pipeline for import markets.

1.3.3 Bulk services

Bulk services to include water, electricity, sewer, telecoms and ICT/Digital infrastructure based on what is currently available. Transnet shall provide bulk services to the boundary of the Terminal, from which the Concessionaire shall connect to.

1.3.4 Location of the Works

The location of the Site is shown in the figure below.



The works are in the Port of Richards Bay, the preferred site is located at Berth 207 which is the site identified in the Transnet Port Development Framework Plan (TNPA, 2017) for the development of an FSRU-based LNG import facility. The adjacent Berth 208 is a liquid bulk berth used predominantly for the import and export of chemicals.

1.4 Interpretation and terminology

Wherever the following words or phrases are used in the listed or referred documentation, they are interpreted in this contract as follows:

Word or phrase	Interpretation
“Transnet National Ports Authority (TNPA), A Division of Transnet SOC LTD, Registration no. 1990/000900/30” or “Transnet” in the context of: owner, occupier or user of the new asset; insurer of the <i>works</i> ; paymaster (i.e. Transnet shall pay); a party to the contract	The <i>Employer</i>
Accepted, acceptable, approved, approval, by or to the satisfaction of the <i>Project Manager</i> , Engineer or the Architect	Accepted, acceptance, by the <i>Project Manager</i> or the <i>Supervisor</i> as determined by the conditions of contract
accepted by (or to the satisfaction of) the <i>Project Manager</i> , Engineer or the Architect	accepted by the <i>Project Manager</i> or the <i>Supervisor</i> depending on the context.
a duty, procedure, decision or action of the Engineer or the Architect and/or the Superintendent, client representative, Site <i>Supervisor</i> or Clerk of Works	an action of the <i>Project Manager</i> or the <i>Supervisor</i> depending on the context. Clause 14 of the Core Clauses determines what the actions of each are. Either may delegate in terms of Clause 14.2
Engineer, Architect	<i>Project Manager</i> or the <i>Supervisor</i> depending on the context.
Specification, Project Specification	The <i>Employers Works Information</i> (Works Information) together with all other documentation and standards referred to therein.
Materials	Plant and/or Materials depending on the context
Machinery	Equipment
<i>Contractor</i>	<i>Contractor</i>
Port	Port of Richards Bay

The following abbreviations are used in this Works Information:

Abbreviation	Meaning given to the abbreviation
BBBEE	Broad Based Black Economic Empowerment
BS	British Standards Institute Specifications
CEMP	Construction Environmental Management Programme
CD or CDP	Chart Datum will be taken as Chart Datum Port which is 0.9m below the land levelling datum (This abbreviation may also be used to describe a Compact Disc)
CDS	<i>Contractor</i> Documentation Schedule
CRL	<i>Contractor</i> Review Label
EO	Environmental Officer
IHO	International Hydrographic Organisation
IP	Industrial Participation
IR	Industrial Relations
IRCC	Industrial Relations Co-ordinating Committee
MSL	Mean Sea Level
Native	Original electronic file format of documentation
TNPA	Transnet National Ports Authority
OD	Outer diameter
PES	Project Environmental Specifications
PHA	Preliminary Hazard Assessment
PIRM	Project Industrial Relations Manager
PIRPMP	Project Industrial Relations Policy and Management Plan
PLA	Project Labour Agreements
PM	<i>Project Manager</i>
PSIRM	Project Site Industrial Relations Manager
PSPM	Project Safety Program Manager
PSSM	Project Site Safety Manager
ProgEM	Programme Environmental Manager
ProjEM	Project Environmental Manager
QA	Quality Assurance
SAMSA	South African Maritime Safety Authority
SANS	South African National Standards
SES	Standard Environmental Specification
SHE	Safety, Health and Environment

Abbreviation	Meaning given to the abbreviation
SHEC	Safety, Health and Environment Co-ordinator
SIP	Site Induction Programme
SMP	Safety Management Plan
SSRC	Site Safety Review Committee
UCS	Unconfined Compressive Strength

1.5 Definitions

The following definitions apply in this Works Information:

Mean Sea Level: Land Levelling Datum, abbreviated as MSL.

Chart Datum Port: Tidal Datum, abbreviated as CDP. This level will be taken 0.9 m below Mean Sea Level.

Dredging: Excavation of all types of material within the marine environment, above or below water level, regardless of the type of equipment or methods employed.

UCS: Unconfined Compressive Strength (UCS) is the load per unit area at which unconfined prismatic or cylindrical samples of the soil fail in a simple compression test.

1.6 Contractor's key personnel

The *Contractor* shall submit with his tender CV's of proposed key personnel for the project, as a minimum the following list of key personnel CV's:

Design Engineer: Marine infrastructure

The Design Engineer shall be in possession of a Bachelor of Science Degree or BTech in Engineering, registered as a Professional Engineer or Technologist in terms of the Engineering Profession Act (Act 46 of 2000) with at least a minimum of 10 years of experience in the design of marine/civil/structural engineering projects. Experience in the various specialised fields and specific to the construction works and technical specifications will be essential to complete the project successfully.

Design Engineer: Gas pipeline infrastructure

The Design Engineer shall be in possession of a Bachelor of Science Degree or BTech in Engineering, registered as a Professional Engineer or Technologist in terms of the Engineering Profession Act (Act 46 of 2000) with at least a minimum of 10 years of experience in the design of structural/mechanical engineering projects. Experience in the various specialised fields and specific to the construction works and technical specifications will be essential to complete the project successfully.

Design Engineer: Bulk services

The Design Engineer shall be in possession of a Bachelor of Science Degree or BTech in Engineering, registered as a Professional Engineer or Technologist in terms of the Engineering Profession Act (Act 46 of 2000) with at least a minimum of 10 years of experience in the design of civil engineering projects. Experience in the various specialised fields and specific to the construction works and technical specifications will be essential to complete the project successfully.

Senior Engineer: Marine infrastructure

The Senior Engineer shall be in possession of a Bachelor of Science Degree or BTech in Engineering, with at least a minimum of 10 years of experience in the design of marine/civil/structural engineering projects. Experience in the various specialised fields and specific to the construction works and technical specifications will be essential to complete the project successfully.

Senior Engineer: Gas pipeline infrastructure

The Senior Engineer shall be in possession of a Bachelor of Science Degree or BTech in Engineering, with at least a minimum of 10 years of experience in the design of structural/mechanical engineering projects. Experience in the various specialised fields and specific to the construction works and technical specifications will be essential to complete the project successfully.

Senior Engineers: Bulk services

The Senior Engineer shall be in possession of a Bachelor of Science Degree or BTech in Engineering, with at least a minimum of 10 years of experience in the design of civil engineering projects. Experience in the various specialised fields and specific to the construction works and technical specifications will be essential to complete the project successfully.

Construction Managers: Marine infrastructure

The Construction Manager shall be in possession of a Bachelor of Science Degree or BTech in Engineering, registered as a Professional Construction Manager in terms of the South African Council for the Project and Construction Management Professions (SACPCMP) Act (Act No.48 of 2000) with at least a minimum of 10 years of experience in the management of marine/civil/structural engineering projects. Experience in the various specialised fields and specific to the construction works and understanding of technical specifications will be essential to complete the project successfully.

Construction Managers: Gas pipeline infrastructure

The Construction Manager shall be in possession of a Bachelor of Science Degree or BTech in Engineering, registered as a Professional Construction Manager in terms of the South African Council for the Project and Construction Management Professions (SACPCMP) Act (Act No.48 of 2000) with at least a minimum of 10 years of experience in the management of structural/mechanical engineering projects. Experience in the various specialised fields and specific to the construction works and understanding of technical specifications will be essential to complete the project successfully.

Construction Managers: Bulk services

The Construction Manager shall be in possession of a Bachelor of Science Degree or BTech in Engineering, registered as a Professional Construction Manager in terms of the South African Council for the Project and Construction Management Professions (SACPCMP) Act (Act No.48 of 2000) with at least a minimum of 10 years of experience in the management of civil engineering projects. Experience in the various specialised fields and specific to the construction works and understanding of technical specifications will be essential to complete the project successfully.

Project Manager: Overall management of the project

The Project Manager shall be in possession of a Bachelor of Science Degree or BTech in Engineering, registered as a Professional Construction Project Manager in terms of the South African Council for the Project and Construction Management Professions (SACPCMP) Act (Act No.48 of 2000) with at least a minimum of 15 years of experience in the management of multi-disciplinary engineering projects. Experience in the various specialised fields and specific to the construction works and understanding of technical specifications will be essential to complete the project successfully.

Pr. CHSA

The Pr. CHSA shall be in possession of a BTech degree in Safety Management, registered as a Professional Construction Health and Safety Agent in terms of the South African Council for the Project and Construction Management Professions (SACPCMP) Act (Act No.48 of 2000) with at least a minimum of 5 years of experience in the management of oil and gas facilities. Experience in the various stages 1-6 of the works and understanding of required outputs by SACPCMP will be essential to complete the project successfully.

Environmental Officer, Environmental Assessment Practitioner

The qualifications referred to in this section are South African qualifications as per the South African Qualifications Authority (SAQA) and regulated in terms of the National Qualifications Framework Act No. 67 of 2008. Where the tenderer's CV makes reference to qualifications obtained outside of South Africa the tenderer should demonstrate the equivalent level of the qualification(s) to the South African National Qualifications Framework (NQF level 7 as a minimum). Details of the experience (at least minimum of 5 years) for the EAP who will be working on the required services and proof of a valid EAPASA registration

Quality Manager

Quality manager should have a B-Tech or Diploma, and Certified qualification in quality system / welding with relevant quality experience in construction and Auditor training, and experience working with the NEC3 Engineering and Construction Contract Option chosen for this contract. A minimum of 7 years of experience in a quality systems environment and relevant experience in marine and mechanical construction projects is required. If staff experience of these matters is limited, an indication of relevant training that they have attended would be helpful.

Quality Officer

Quality officer should have a B-Tech or Diploma, and Certified qualification in quality system / welding with relevant quality experience in construction and Auditor training, and experience working with the NEC3 Engineering and Construction Contract Option chosen for this contract. A minimum of 3 years of experience in a quality systems environment and relevant experience in marine and mechanical construction projects is required. If staff experience of these matters is limited, an indication of relevant training that they have attended would be helpful.

Pr. CHSA

The Pr. CHSA shall be in possession of a BTech degree in Safety Management, registered as a Professional Construction Health and Safety Agent in terms of the South African Council for the Project and Construction Management Professions (SACPCMP) Act (Act No.48 of 2000) with at least a minimum of 5 years of experience in the management of oil and gas facilities. Experience in the various stages 1-6 of the works and understanding of required outputs by SACPCMP will be essential to complete the project successfully.

1.7 Scope of services

The scope of services will consist of the primary activities described below:

1.7.1 Detailed engineering and design development

- Concept design/prefeasibility validation
- Prepare a design basis for Client's approval
- Detailed engineering and design of Berth 207
- Detailed engineering and design of bulk services
- Detailed engineering and design of gas pipeline
- Detailed engineering and design of pipe racks
- Approved For Construction (AFC) Drawings
- Develop constructability report and present
- Develop and present design report
- Provide the Client with a Safety report as per MHI regulations section 10

- Final As-Built drawings (Post construction)
- Commissioning and operational readiness plan

1.7.2 Specialist studies/activities

- Moored vessel response
- Vessel simulations (full bridge)
- Leak detection and containment system
- Fire detection and protection systems
- Air supply
- Communication system (SCADA)
- Wind, wave and current modelling
- Sediment modelling
- Conduct multibeam survey (bathymetric)

1.7.3 Geotechnical / Site Investigations

- Scope out the required site investigations
- Select preferred Contractor for the site investigations
- Monitor and manage the progress and quality of site investigations
- Site investigation report
- Produce interpretative report

1.7.4 Project Management and Coordination

- Meet the Client to develop and discuss the basis of design
- Formalize scope of project with the Client
- Kick-off meeting, monthly progress meetings, workshops and gate review meeting
- General project administration

1.7.5 Input into studies, documents, and reports prepared by others

- Technical input into environmental impact assessment (EIA)
- Input into risk management plan
- Input into stakeholder management plan

1.7.6 Regulatory approvals

- Identify, coordinate and obtain any regulatory approvals required for the proposed development
- Appoint approved inspection authority (AIA) to carry out a risk assessment during design prior to project execution

1.7.7 HAZOP Study

- Scope out the required HAZOP study
- Select preferred specialist to undertake the HAZOP study

- Monitor and manage the progress and quality of the HAZOP study
- HAZOP study report
- HAZCON scope of work

NB: In addition to the scope items listed above, Bidders are expected to comply with the guidelines and regulations of the Engineering Council of South Africa (ECSA) in terms of ensuring that they deliver all deliverables of the detailed design phase as set out by ECSA. Therefore, bidders should make provisions in their RFP's for any other scope items that they envisage will be required for successful completion of the detailed design phase.

1.7.8 Construction of marine structures

The *Contractor* shall as part of the Engineering Procurement and Construction (EPC) team also be responsible for the Construction, testing, commissioning, and handover of Berth 207

Berth 207, loading platform

The structure consists of the following components, final details to be as per the *Contractor's* design:

- Access trestle with roadway and provision for pipelines and services;
- Platform with provision for distribution of gas and cryogenic LNG;
- Loading arms and Manifolds
- Berthing dolphins and Mooring dolphins, each with triple 200 t mooring hooks; and
- Existing floating breakwaters repositioned to accommodate the new facility.

The access trestle shall be sized to accommodate one gas pipeline (DN600), two cryogenic LNG pipelines (DN350 and DN150) and a vapour return pipeline (DN100). Provision has been made for foam/salt water solution, fresh water and salt water lines for fire-fighting purposes. Other services provided for include electricity and potable water. Supporting structures for LNG expansion loops (10 m x 10 m) have been provided at a spacing of 70 m. **Refer to Annexure A: Marine facilities Conceptual Study Report** attached to this Works Information for a typical section through the access trestle is shown in Figure 8-2.

The loading platform will be proportioned to accommodate all topside plant, equipment and activities required for the proper functioning of the LNG import terminal. The final geometrical requirements for the loading platform are to be developed by the *Contractor* during the detailed engineering and design stage.

Access trestle

The access trestle will extend from the landside to the loading platform. Provisions shall be made for pipelines (designed by the *Contractor*), vehicle and pedestrian access as well as the services required for the safe operation of the terminal. Traffic will be accommodated on a single lane roadway which allows for one-way traffic only. Provision shall be made for passing bays to accommodate potential situations where two vehicles are travelling in opposite directions.

The conceptual design for the access trestle and platform superstructure are supported by reinforced concrete piles cast in a sacrificial steel casing. Either friction piles driven into the dense and very dense sands of the Harbour beds or piles socketed into the Cretaceous siltstone bedrock (ranging from -50 to -70 m CD) may be used for the berth (PRDW, 2015).

The superstructure comprises precast bridge beams spanning from pile to pile, precast planks and in-situ concrete infill between the beams to form the deck. The dolphins use the same type of piles with the superstructure consisting of precast or in-situ concrete, or a combination of both types. The final design configurations will be based on the Contractor's design and therefore the Contractor shall make provision for changes in conceptual design.

Mooring and berthing dolphins

The design of the structure shall allow for the safe berthing and mooring of the design vessels as per Section 2.3. of the conceptual study report, refer to Annexure A of the Works Information.

Quay furniture

Provision shall be made for quay furniture taking into account the initial and future requirements of the terminal. This includes, but is not limited to, the following:

- High spec Fender assembly
- Quick release mooring hooks
- Walkways and handrails
- Quay-side ladders
- Emergency equipment

Shoreline protection

The methods prescribed in the design and construction of the LNG terminal will have to ensure that the shoreline behind the jetty is always protected during the construction and operation of the facility. The floating pontoons constructed in the region, forms a breakwater that dissipates the resultant wave energy and thus protects the shoreline. The pontoons will have to be removed during the construction of the new LNG terminal; therefore, the successful bidder shall provide an alternate method of shore protection that fall within the environmental constraints or reinstate the existing shore protection.

Dredging and Scour protection

The seabed depth is approximately -16.5 m CD and therefore no dredging is required (PRDW, 2016f). Considering that the FSRU will be semi-permanently moored to the platform, and that either rock socketed piles or deep friction piles will be used, no scour protection is required. However, should this change during the design stage, the environmental constraints associated with the dredging and disposal of the dredge material will be considered in accordance with the Environmental Aspects of Dredging (Bray, 2008) and the guidelines presented in the EnviCom Report WG10 from PIANC (2006) and DEAT (2008).

The dredging methodology shall prioritise the beneficial use of the dredged material where possible. A provisional sum item for dredging and scour protection will be allowed for in the activity schedule.

Revetments

No rock revetment is required, however, should this change during the design stage, Revetments shall be designed in accordance with the recommendations from The Rock Manual (CIRIA, CUR, CETMEF, 2007). A provision sum item for and scour protection will be allowed for in the bill of quantities.

1.7.9 Construction of gas transmission pipeline and support system

1.7.9.1 Gas transmission pipeline, with pipe racking/pipeline support, pipe bridges, associated valves, pump rooms/compressor station super structures, metering equipment, from the berth loading manifold, to the port boundary interface. The length of this pipeline is anticipated to be 13.0km.

1.7.9.2 Control room that will house the Supervisory Control and Data Acquisition (SCADA) systems will form part of the scope of the pipeline. There will be expansion loops on this line at a spacing to be determined by the Contractor during detailed design stage. The pipeline will transmit between 1 million to 5 million tons per annum of LNG gas to end-user.

1.7.9.3 Due to pipeline pressure losses and requirement to supply gas (to off takes) at great distance. A booster pump/compression system will be installed within battery limit (inside TNPA Ports limits); The +13 km gas pipeline from the FSRU will require pipe support (pipe racks and bridges) at pipe-length interval. The number of support/intervals will be detailed once the drawings and pipe stress analyses are completed at design.

1.7.9.4 At a minimum a flow meter on the main 20" inch piping will be required and a control valves to regulate the flow; A spill-back line (estimated at 6" inch, 3 km and with its own control valve) from the 20" inch pipe back to the FSRU will be installed to protect from surge and possible over-pressure. All flow meters and control valves will require instrumentation cabling for signaling transmission and control purposes. This will be done through cable racks along the 20" inch pipeline.

1.7.9.5 At the end of the line (i.e., at +13 km) a pipe manifold will be installed to enable tie-in(s) for gas off-takes. The pipeline will have temperature and pressure instrumentation installed and cabling for signal transmission back to the control room.

The 20" inch line will have flanged spool with normal gate valves for future developments; Possible flow meters at battery limit for end-user metering and billing purposes; and All piping is proposed to be above ground level to enable access for inspection.

The final detailed engineering and design of the pipeline forms part of the *Contractor's* scope, this Works Information provides a summary of the pipeline scope.

1.7.10 Construction of Bulk services

1.7.10.1 Existing bulk services are located in the South Dunes Precinct of the Port of Richards Bay, and shall be connected to the boundary of the PoRB-LNG Import Terminal. The detailed information on the capacity and location of the bulk services are documented in **Annexure B: Bulk Services Conceptual Study Report**, attached to the Works Information.

1.7.10.2 The existing bulk services available in the South Dunes precinct are include: Potable water supply: Pressure between 400KPa and 600KPa. Power supply (sub-stations) which is owned by the Municipality and has a capacity of 40 MVA, with the bulk of this capacity (30MVA) being supplied to the Richards Bay Coal Terminal. TNPA has 4.4 MVA capacity from the Municipality, of which 3 MVA is currently allocated to existing TNPA customers and TNPA itself, as such there is approximately 1.4 MVA latent capacity.

1.7.10.3 Any electrical power requirements beyond 1.4 MVA will require the concessionaire to approach the Municipality for the supply of electricity.

Servitudes: TNPA has earmarked servitudes for pipeline infrastructure, however the *Contractor* is required to develop the servitude (i.e. clear vegetation and provide pipe racks).

There is no sewage and stormwater infrastructure installed in the South Dunes precinct. The existing South Dunes terminal operators have installed septic tanks at their respective facilities and the Concessionaire should consider this solution for the proposed LNG terminal.

1.7.10.4 It is envisaged that the following services will form part of the scope for the proposed new terminal, however, the details will be available on completion of the detailed design.

- Potable water;
- Power supply;
- Fire detection and protection systems
- Air supply
- Lighting
- Communication system.

1.7.10.5 Services corridors and/or services racks shall be sized to accommodate the above services while also providing redundancy for any additional services which may be required in the future.

1.7.10.6 The *Contractor* provides the services equivalent to Stage 5 as per (Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000, Act No.46 of 2000), amended but not limited to:

- Attend site handover.
- Issue revised construction documentation in accordance with the documentation schedule including, in the case of structural engineering, reinforcing bending schedules and detailing and specifications of structural steel sections and connections etc.
- Provide construction schedules and predicted cash flow.

- Attend regular site, technical and progress meetings.
- Clarify details and descriptions during construction as required.
- Update and issue drawings register.
- Provide operation and maintenance manuals, guarantee certificates and warranties.
- Arranging for the delivery of all test certificates, statutory (regulatory) and other approvals, as built drawings and operating manuals
- Issue final as-built drawings

2 Engineering and Design

2.1 Contractor's Design

2.1.1 Assumptions, Constraints and Design Limitations

2.1.1.1 The *Contractor* designs all parts of the Works.

2.1.1.2 The *Contractor* shall clearly document and present to the *Employer* all assumptions, constraints and limitations of the designs. The *Contractor's* design for the common user infrastructure i.e., Berth 207, Bulk Services and Gas Pipeline shall abide to the South African National Standards, Applicable local and international codes, guidelines and standards.

2.1.1.3 The *Contractor's* may be required to redesign and or modify part of the permanent works to suit site conditions, as well as prepare the final as-built drawings.

2.1.1.4 The Parties shall agree that copyright in the data, design and documents shall, after payments by the Employer for all services rendered by the *Contractor*, lie with the *Employer* subject to the *Employer's* indemnification against any claim from any party that may arise as a result of the *Employer's* use of such a document due to the *Contractor's* infringement of copyright.

2.2 Parts of the Services which the Contractor is to design.

2.2.1 The Contractor is to design the following parts of the works:

- Marine infrastructure (Berth 207)
- Gas pipeline and support system (Pipe Racks)
- Bulk services

2.3 Review and Acceptance of Contractor's Design

The *Contractor* submits documentation as per the Scope Deliverables to the *Employer's* Agent for review and acceptance. The *Employer's* Agent comments on the designs, by either accepting or raise queries for clarity on certain elements of the design or request the *Contractor* update designs.

2.4 Other Requirements of the *Contractor's* Design

2.4.1 The *Contractor's* design must conform to standardized specifications and the *Contractor* must submit these specifications to the *Employer's* Agent. The *Employer* will provide where possible all the available drawings of existing services. The *Employer* does not guarantee or accept responsibility if drawings are not available or updated.

2.4.2 All drawings that are to be supplied by the *Contractor* as part of the scope of services must be supplied in electronic (DWG) format and in hard copy, 2 of. All drawings must be signed off by the registered professional Engineer and his ECSA registration number must be shown next to his signature.

2.4.3 The drawings to be supplied must be all the drawings that will be required by the tenderers to provide a complete and accurate tender price for the work.

2.4.4 The Pr.CHSA to develop baseline risk assessment, health and safety specification, project risk profile and legal framework for approval to the Client.

NB: All engineering deliverables should be submitted in pdf and modifiable format.

2.5 Scope exclusions

The following will not form part of the scope:

- Detailed engineering and design of the FSU / FSRU
- Construction of the new LNG terminal (FSU or FSRU)

3 Construction and Completion of the Works

3.1 Work Specifications

The *Contractor* will be responsible for developing detailed work specifications during the design stage.

3.2 General Specifications

The *Contractor* complies with the specifications listed below. The specifications are contained in Annexures attached to this Works Information:

- Annexure D: General Quality Requirements

3.2.1 Standardised Specifications

The *Contractor* complies with the latest edition of the Standardised Specifications, including all references), listed below. The Standardized Specifications are not necessarily aligned with NEC3 identified and defined terms. The section titled “Interpretation and terminology” rectifies the terms used in the standardized specifications.

The Standardised Specifications are part of the Works Information and are intended to state the technical requirements and constraints for Providing the Works. As such, any reference to measurement and payment in the Standardised Specifications is not applicable to the Works Information and shall be ignored. If any requirements of this Works Information conflict with the requirements of the Standardised Specification, the requirements of this Works Information shall prevail.

The list of Standardised Specifications is:

SANS 201	Sieve analysis, fines content and dust content of aggregates
SANS 1083:	Aggregates from natural sources: Aggregates from concrete
SANS 1491-1:2005:	Portland cement extenders - Part 1: Ground granulated blast furnace slag
SANS 1491-2:2005:	Portland cement extenders - Part 2: Fly ash
SANS 1491-3:2005:	Portland cement extenders - Part 3: Silica Fume
SANS 4427	Plastics piping systems — Polyethylene (PE) pipes and fittings for water supply
SANS 50197-1:2000:	Cement Part 1: Composition, specifications and conformity criteria for common cements
SANS 5842	Aggregates in Concrete
SANS 5862-1:	Concrete Tests – Consistence of freshly mixed concrete – Slump Test
SANS 5862-2:	Concrete Tests – Consistence of freshly mixed concrete – Flow Test
SANS 1200 A:	General
SANS 1200 AB:	Engineers office
SANS 1200 D:	Earthworks
EN 10248-1:1996:	Hot rolled sheet piling of non-alloy steels – Prt 1: Technical delivery conditions.
BS 6349-5:	Maritime structures
BS EN 996:1995:	Piling Equipment – Safety requirements
BS EN 12063:1999	Execution of special geotechnical works – Sheet pile walls
PD CEN ISO/TR 15608:2005	Welding. Guidelines for a metallic material grouping system

BS EN 10025-1:2004	Hot rolled products of structural steels. General technical delivery conditions
BS EN 10025-2:2004	Hot rolled products of structural steels. Technical delivery conditions for non-alloy structural steels
BS EN 10025-3:2004	Hot rolled products of structural steels. Technical delivery conditions for normalized/normalized rolled weldable fine grain structural steels
BS EN 1993-1-8:2005	Eurocode 3. Design of steel structures. Design of joints
BS EN 1993-5:2007	Eurocode 3. Design of steel structures. Piling
BS EN 1090-1:2009 +A1:2011	Execution of steel structures and aluminium structures. Requirements for conformity assessment of structural components
BS EN 1090-2:2008 +A1:2011	Execution of steel structures and aluminium structures. Technical requirements for steel structures
BS EN 1011-1:2009	Welding. Recommendations for welding of metallic materials. General guidance for arc welding
BS EN 1011-2:2001	Welding. Recommendations for welding of metallic materials. Arc welding of ferritic steels
BS EN 1011-8:2004	Welding. Recommendations for welding of metallic materials. Welding of cast irons
ANSI AWS D1.1/D1.1M:2010	Structural Welding Code – Steel
BS EN ISO 15609-1:2004	Specification and qualification of welding procedures for metallic materials. Welding procedure specification. Arc welding
BS EN ISO 15613:2004	Specification and qualification of welding procedures for metallic materials. Qualification based on pre-production welding test
BS EN ISO 15614-1:2004 +A2:2012	Specification and qualification of welding procedures for metallic materials. Welding procedure test. Arc and gas welding of steels and arc welding of nickel and nickel alloys
BS EN 287-1:2011	Qualification test of welders. Fusion welding. Steels
ISO 9606-1:2012	Qualification testing of welders. Fusion welding. Part 1: Steels
BS 4872-1:1982	Specification for approval testing of welders when welding procedure approval is not required. Fusion welding of steel
BS EN 1418:1998	Welding personnel. Approval testing of welding operators for fusion welding and resistance weld setters for fully mechanized and automatic welding of metallic materials
BS EN ISO 14731:2006	Welding coordination. Tasks and responsibilities

BS EN ISO 9712:2012	Non-destructive testing. Qualification and certification of NDT personnel
BS EN 13479:2004	Welding consumables. General product standard for filler metals and fluxes for fusion welding of metallic materials
BS EN ISO 14171: 2010	Welding consumables. Solid wire electrodes, tubular cored electrodes and electrode/flux combinations for submerged arc welding of non alloy and fine grain steels. Classification
BS EN ISO 3834-1:2005	Quality requirements for fusion welding of metallic materials. Criteria for the selection of the appropriate level of quality requirements
BS EN ISO 3834-2:2005	Quality requirements for fusion welding of metallic materials. Comprehensive quality requirements
BS EN ISO 3834-3:2005	Quality requirements for fusion welding of metallic materials. Standard quality requirements
BS EN ISO 3834-4:2005	Quality requirements for fusion welding of metallic materials. Elementary quality requirements
BS EN ISO 4063:2010	Welding and allied processes. Nomenclature of processes and reference numbers
BS EN 10204:2004	Metallic materials. Types of inspection documents
BS EN ISO 5817:2007	Welding. Fusion-welded joints in steel, nickel, titanium and their alloys (beam welding excluded). Quality levels for imperfections
BS EN ISO 17635:2010	Non-destructive testing of welds. General rules for metallic materials

Variations to Standardised Specifications

The variations to the Standardised Specifications are stated in the Annexes listed below. These documents only state the variations and are read in conjunction with the applicable Standardised Specification.

3.2.2 Particular Specifications

The *Contractor* will be responsible for developing the particular specifications during the design stage.

3.3 Restrictions to access on site, roads, walk-ways and barricades:

3.3.1 The *Contractor* is specifically excluded from entering the *Employer's* Operational Areas which are adjacent to the Site and Working Areas. The *Contractor* plans and organises his work in such a manner so as to cause the least possible disruption to the *Employer's* operations.

3.3.2 The *Contractor* ensures safe passage of his team, to traffic and around the site working areas at all times which includes providing flagmen.

3.3.4 The *Contractor* ensures that any of his staff, labour and Equipment moving outside of his allocated site and working areas does not obstruct the operations.

3.3.5 The *Contractor* shall ensure precautionary measures are taken on berth 208//209 no naked flames and smoking is prohibited.

3.3.6 The *Contractor* ensures that all his staff, labour, and equipment remain within his allocated and fenced off area.

3.3.7 All *Contractor's* staff and specialist *Contractor/s* working within the Port boundary complies with TNPA operational safety requirements and are equipped with all necessary personnel protective equipment (PPE).

3.3.8 The *Contractor* will not have uncontrolled or free access to the Port or the Site. The *Employer* and Others will enforce access requirements in the form of security controls and permitting for all *Contractor's* People and Equipment.

3.3.9 *Contractor's* People and Equipment that comply with the access requirements will be allowed access to and from the Site during the working hours. Access to and from the Site outside of these working hours is only permitted by prior arrangement with the Project Manager.

3.3.10 Navigational areas are used in accordance with Port Control procedures. The *Contractor* obtains permission from Port Control for all movements of marine Equipment within the boundaries of the Port as defined on the Navigational Charts for the Port of Richards Bay. Permission by Port Control will depend on vessel movements by Others within the Port. The *Contractor* considers in his planning and methodology that he will not have sole use of the Port or the Site when Providing the Works.

3.3.11 Access for Diving Operations: The *Contractor* obtains a diving permit from the Harbour Master through the *Project Manager* who is given 24hr notice of times when diving operations are to be commenced. Such permit is presented to the *Project Manager* for cancellation on completion of diving. Whilst vessel pilots and the master of any ship in the vicinity will be warned

of such diving operations, the *Contractor* remains responsible for ensuring the safety of his divers.

3.3.12 The *Contractor*, when devising his methods and considering the risks, takes cognisance of the effect of the wash from ships or tugs on divers.

3.3.13 The *Contractor* does not proceed with diving work without prior acceptance of the Method Statement and Risk Assessment by the Supervisor or *Project Manager*.

3.3.14 The *Project Manager* or Supervisor may make use of independent divers for checking underwater work when deemed necessary. The *Contractor* renders assistance in this regard by providing access and any information that is required by the *Project Manager* or Supervisor to carry out independent diving activities on Site.

3.4 Site Establishment and Laydown Areas

3.4.1 The *Contractor* uses assigned areas for his site establishment and laydown areas, the area will be shown to the *Contractor* at a later stage. The *Contractor* ensures that any site establishment areas have a suitable security fence and the necessary access gates and control and is clearly sign-posted.

3.4.2 The site establishment layout is submitted to the *Project Manager* for acceptance. The submission includes a dimensioned drawing showing the layout of fences, offices, workshops, ablution facilities, stores, stacking areas, fuel storage, waste management and the like.

3.4.3 All areas used by the *Contractor* must be handed back on Completion of the works, neat and clean and free from damage and in a condition equal to or better than that received.

3.5 Services and Facilities Provided by the *Employer*

3.5.1 The *Employer* provides a connection point for water within 50m of the area provided for the Contractor's Site Establishment. The Contractor makes his own arrangements for installing a metered connection and pipeline for use during construction. The Contractor submits water meter readings to the *Project Manager* immediately after completing the connection and then on a weekly basis.

3.5.2 The *Employer* only provides a water connection point and does not provide an electricity connection, sewerage connection or security for Providing the Works. The *Contractor* makes his own arrangements in this regard.

3.5.3 Facilities Provided by the *Contractor*

3.5.3.1 Toilets:

The *Contractor* provides, maintains, moves to new positions as required, and finally removes proper portable toilets of sufficient number for his employees and visitors. Toilets are properly constructed and placed in suitable positions and maintained in a clean and sanitary working condition. A conservancy tank or chemical type toilets shall be used. The *Contractor* makes his own arrangements with the Local Authority for the disposal of night soil.

3.5.3.2 Housing:

Housing or accommodation on the Site, or within the Port of Richards Bay, is not permitted.

3.5.3.3 Temporary lighting and fencing:

The *Contractor* provides temporary lighting and fencing around his site establishment. The *Project Manager's* acceptance must be obtained for the use of any temporary lighting on the site, due to the impact that this may have on vessel traffic in the harbour and/or interference with surrounding areas.

3.5.3.4 Clearing of site after completion:

The *Contractor*, within two months of Completion, completely removes from site all his equipment, material, foundations and other structures erected, offices and stores, or any other asset belonging to him, and leaves the site neat and clean and free from damage and in a

condition equal to or better than that received. No excess or discarded materials, plant or stores may be buried or dumped on the Site or within the port boundary.

3.5.3.5 Laboratory Facilities

Unless otherwise accepted by the Supervisor, all material tests shall be carried out by an independent laboratory.

3.5.3.6 Advertising Rights

No advertising is allowed on the Site or within the Port of Richards Bay.

3.5.3.7 Notice Boards

Prior to manufacturing or erecting any notice boards, the *Contractor* submits a drawing of the proposed layout of the project notice board to the *Project Manager* for acceptance.

3.6 Accommodation of Traffic

The *Contractor* will not have sole use the roads on Site and Working Areas within the Port. The roads will be used by the *Employer* and Others during construction. The *Contractor*, when devising his methods and considering the risks, ensures that no roads are closed to traffic.

The *Contractor* submits a Construction Traffic Management Plan to the *Project Manager* for acceptance. The Construction Traffic Management Plan states how the *Contractor* will deal with traffic during construction to minimize the impact on traffic within the port and provides details of bypasses, signage, barriers, flagmen and any other measures that will be implemented to manage the traffic.

3.7 Way Leaves

The *Contractor* obtains way leaves for crossing services owned by Others and makes allowance in his planning for the risk of obtaining way leaves.

3.8 Inspection of Adjoining Properties and Structures

Prior to commencing work near an existing berth structure, the *Contractor* carries out an ingoing condition survey of the structure. An outgoing condition survey is carried out by the *Contractor* after all works in the area have been completed. The condition surveys consist of photos of all elements of a structure (above and below the deck) to record the condition prior to, and after, work has been carried out in an area.

3.9 Site Clearance

3.9.1 All debris and obstructions are removed prior to dredging and placing of armour rock and disposed of at dump site accepted by the *Project Manager*.

3.9.2 The *Contractor* is referred to the site data included in “Part C4 – Site Information” regarding the nature of debris to be removed. The *Contractor* is cautioned that the site information may not include all debris to be removed and that appropriate risk allowances must be made.

3.9.3 In areas where rat proofing (concrete) has been installed on the existing rock revetments, the rat proofing is carefully broken up into pieces smaller than the new armour rock to be installed.

3.10 Survey Control and Setting Out of the works

3.10.1 The co-ordinate system is based on: Universal Transverse Mercator (UTM) Zone 36S. Setting-out of the *works* is in accordance with this co-ordinate system. Benchmarks in port will be pointed out by the *Employer*. Unless otherwise stated, all levels used on this contract will be relative to Chart Datum Port (CDP), which will be taken as 0.9m below Mean Sea Level (MSL).

3.10.2 In-surveys: Before the installation of any rock toe commences, the *Contractor* carries out a survey of the seabed levels along the shoreline slope and rock toe area. This survey is carried out in collaboration with the *Supervisor* and submitted to the *Project Manager* for acceptance. Rock toe construction commences after acceptance of the survey by the *Project Manager*. A copy of the final accepted in-survey is furnished to the *Project Manager* for record purposes and for use for confirming pile installation depths.

3.10.3 Before any construction work commences, the *Contractor* carries out a Lidar survey of the construction area. This survey is carried out in collaboration with the *Supervisor* and submitted to the *Project Manager* for acceptance. Revetment construction commences after acceptance of the survey by the *Project Manager*. A copy of the final accepted in-survey is furnished to the *Project Manager* for record purposes and for use for calculating material volumes.

3.10.4 Out-surveys: On completion of the dredging, the *Contractor* shall carry out a survey of the construction area. This survey shall be carried out in collaboration with the *Supervisor*. Both parties shall agree on the final levels. A copy of the final agreed out-survey shall be furnished to the *Project Manager* for record purposes and it will be used for calculating material volumes.

3.10.5 Seabed adjacent to the quay shall be surveyed as per the Specification and the final levels shall be recorded on a drawing. The results of this survey shall be made available to the *Supervisor* for acceptance.

3.10.6 Monitoring surveys: Providing the Works may result in small movements in the position of existing structures. The *Contractor* carries out daily monitoring surveys to ascertain if existing plinths or berths have moved. The purpose of the surveys is to pick up movements that could result in damage to existing infrastructure. The *Contractor* surveys to an accuracy of at least

10mm (X, Y & Z axes). The *Contractor* devises a survey test that proves the accuracy of survey equipment and the *Supervisor* witnesses the test prior to the commencement of any monitoring surveys.

3.10.7 Monitoring surveys do not commence before the *Supervisor* has accepted the method statement submitted by the *Contractor*. A reason for not accepting the method statement is if the survey method will not achieve the required accuracy or will not be able to pick up movement of a structure.

3.10.8 The daily monitoring surveys start as soon as the *Contractor* starts work in a particular Section and continues for 2 weeks after the items of work that Section are completed. Surveys are submitted daily to the *Supervisor*.

3.11 Plant and Materials

3.11.1 Plant and Materials supplied by Employer

The Employer does not supply the Contractor with any Plant and Materials.

3.11.2 Plant and Materials provided by Contractor

3.11.2.1 All Plant and Materials required to Provide the Works are supplied by the Contractor. All Plant and Materials are new and unused. Where Plant and Materials originate from outside the Republic of South Africa, all such Plant and Materials are of merchantable quality, to a recognised national standard or international standard as specified elsewhere in this Works Information, with all proprietary products installed to manufacturers' instructions.

3.11.2.2 The *Contractor* replaces any Plant and Materials subject to breakages (whether in the Working Areas or not) or any Plant and Materials not conforming to standards or specifications stated and notifies the *Supervisor* on each occasion where replacement is required.

3.11.2.3 The *Contractor* at all times, provides protection for all Plant and Materials from damage or loss due to weather, fire, theft, unexplained disappearance or other similar casualty.

3.11.3 Title to Materials from excavation and demolition

The *Contractor* has no title to materials from excavations or demolitions.

3.11.4 Materials Off-site

The tests and inspections for Plant and Materials to be carried out off-site is stated in the relevant specifications.

3.12 Construction Equipment

3.12.1 Requirements of Equipment

3.12.1.1 Prior to the use of any item of Equipment, the *Contractor* submits to the *Supervisor* for acceptance all documentation showing that the item has complied with legislative requirements and any other requirements stated elsewhere in this Works Information.

3.12.1.2 The *Contractor* keeps daily records of his Equipment used on Site and in the Working Areas (distinguishing between owned and hired equipment) and provides access to the Supervisor to inspect the records. Equipment is properly maintained and operated by qualified operators and complies with standard specifications.

3.12.1.3 All vehicles must be roadworthy. All vessels to be SAMSA certified. The *Contractor* takes cognisance of the height limitations when transporting equipment within the port and on the Site. For example, there are overhead pipe rack road crossings.

3.13 Existing Services

3.13.1 It is expected that various existing services are present on the Site. The services that may directly interfere with Providing the Works are shown in the Site Information. These services are buried stormwater pipes and outlets along the existing revetment. The *Contractor* verifies the existing positions and pipe diameters (OD's) of the outlets and submits the information to the Supervisor for acceptance at least 2 weeks prior to work commencing around the services.

3.13.2 The *Contractor*, when planning and devising his methods and considering the risks, also takes cognisance of product pipelines, pipe racks & foundations, existing berth structures that are located near or adjacent to the works.

3.13.3 The *Contractor* will be required to liaise with the Employer (within the extent of the terminal) and Others that are service providers (within public areas) to ascertain where other existing services are affected by construction activities.

3.13.4 The *Contractor* must make provision in the programming and execution of his work for disruptions and delays resulting from the searching for any services not shown on the drawings.

3.13.5 If unknown services are encountered, the *Contractor* immediately informs the Supervisor and Project Manager of where the service is located and the likely type of the existing service. This communication does not relieve the *Contractor* of any of his obligations to deal with the encountered service.

3.13.6 Reinstatement of Services and Structures Damaged During Construction The *Contractor*, when devising his methods and considering the risks and delays, takes cognisance of, maintains flexibility in his planning and includes time and cost risk allowances and takes precautions to mitigate damage related to inter alia:

- Existing structures and;

- Unknown existing Asbestos Cement stormwater or sewer outlet pipes

The *Contractor* repairs services and structures damaged when Providing the Works.

3.13.1 People restrictions on Site; hours of work, conduct and records:

The *Contractor* keeps daily records of his people engaged on the site and working areas including Contractors, Sub-contractors and specialist *Contractor/s* with access to such daily records available for inspection by the *Employer's* Agent at all reasonable times.

3.14 Working with Others

3.14.1 The *Contractor* will not have sole possession of the work areas. The *Contractor* shall co-operate with Others in regard to site occupation and access. In this regard the *Contractor* is advised that the Others may need to make use of the existing Quay in the event of an emergency.

3.14.2 The *Contractor* shall not commit or permit any act that may interfere with the performance of work by Others and shall carry out work in liaison with the *Project Manager*.

3.14.3 The *Contractor* shall ensure that any staff, labour, equipment or plant moving outside of the Site or Working Areas does not obstruct the normal operation of the Port.

3.15 Planning and Programming

3.15.1 General

The Contract programme, progress reports, subsequent updates, revisions and supplementary programmes as stipulated in the conditions of contract and detailed in this section are an essential part of the project control system used by the Employer for management during construction and in monitoring the progress of the works.

In addition to the requirements for the programme stipulated in the conditions of contract the programme and progress management process complies with the requirements stated in this Works Information.

3.15.2 Software Application for Programming

Programmes and supporting information are submitted in both hard copy and soft copy forms. Soft copies include Microsoft Projects compatible native files. The Contractor uses a suitable computerised planning package, accepted by the Project Manager, which is compatible with Microsoft Projects.

3.15.3 Methods and Procedures

3.15.3.1 The Critical Path Method (CPM) technique of planning and scheduling is to be used. The Contractor provides a time scaled bar chart with continuous logic showing critical path(s), total float, time risk allowances and resources for each activity.

3.15.3.2 The activity durations are shown in working days and are realistic and based on estimated quantities and applied resources.

3.15.3.3 The programme layouts take account of the Facility Breakdown Structure (FBS) accepted or instructed by the Project Manager.

3.15.3.4 The following levels of programme are used for this project:

- **Level 1 Master Schedule** - defines the major activities and interfaces between engineering, procurement, fabrication and construction, transportation, installation, and pre-commissioning, commissioning, and start-up. This is a high-level summary schedule and is included in the monthly progress report.
- **Level 2 Project Schedule** - summary schedules "rolled up" from the level 3 project schedule. The structure and layout will be in accordance with the FBS as defined in the level 3 schedule.
- **Level 3 Project Schedule** - detailed schedules, which are generated for tracking and control of various activities and deliverables for all phases of the project. The activities will be coded in accordance with the FBS. Various layouts and corresponding filters can be developed to reflect the requirements of the Project leads and managers.
- **Level 4 Project Schedule** - This detailed level programme is developed and maintained by the *Contractor* and generated for tracking and control of all activities and deliverables for all phases of the Project. The programme represents the day-to-day activities by discipline that are work unit based and become summarized in the level 3 activities. The durations of Level 4 activities are sufficiently short to enable effective weekly progress tracking.

Level 4 durations should in most cases not exceed one week and rarely two weeks. Activities of longer duration for work that cannot be broken down into activities not exceeding two weeks in duration must be supported by a progress tracking method that enables weekly progress tracking (e.g. cumulative production tables or graphs). All work must be programmed to Level 4 detail from the outset. Time risk allowance (TRA) is normally allocated to Level 4 activities and in cases where this is not feasible it is allocated to Level 3 activities. TRA is either shown as a separate bar or included in the duration of the activity itself and clarified by a note.

3.15.4 Progress Reporting

Weekly Programme Update Report

3.15.4.1 The programme is updated weekly before the weekly progress and alignment meeting. The purpose of the weekly programme update report and the subsequent progress and alignment meeting is to demonstrate, agree and place on record the status of completion of each activity, identify problems and risks and provide a basis for planning the following week's activities.

3.15.4.2 The weekly programme update report is submitted to the *Project Manager* and *Supervisor* promptly after the update and not later than the day before the weekly progress and alignment meeting.

3.15.4.3 The weekly programme update report is discussed at the weekly progress and alignment meeting. The baseline for the update is the latest revised programme that has been submitted to the *Project Manager* for acceptance. The weekly programme update report includes and shows:

- A comparison of the actual progress compared to the baseline
- A soft copy of the Microsoft Projects version of the programme update
- The critical path
- A two week look-ahead
- A narrative report consisting of an executive summary and synopsis of work in progress and critical action items (top 10); and

Revised Programme

3.15.4.4 The information shown on revised programmes is not more than 3 days out of date.

The following reports are submitted to the Project Manager and Supervisor for information with revised programmes:

- **Copies of weekly programme update reports** – submitted weekly as specified above.
- **Updated manpower histogram** - updated and issued monthly showing actual, forecast and planned.
- **Monthly report** - a narrative status report submitted 3 days before the monthly progress meeting, or as agreed by the *Project Manager*. The report includes the following information but is not limited to:
 - Summary of progress achieved during the reporting period
 - Latest updated programme
 - Latest Accepted Programme
 - Project milestones table – original forecast, actual, current forecast, deviation from original, deviation over last reporting period
 - Status and performance of on-site works
 - Status and performance of off-site works
 - Status of quality control documentation (data books)
 - Histograms and s-curves (including cash flow status versus original forecast)
 - Critical action items list (top 10)
 - Deviations from the current accepted programme and action plans to minimize impact on Project key dates, with the focus on activities showing a continuing slippage trend.

Monthly Expediting Report

3.15.4.5 The *Contractor* submits to the *Project Manager* at least three (3) days before the monthly progress meeting, a report on progress of its off-site manufacturing activities. The monthly report states the current percentage progress of each significant item of Plant and Materials as applies at that date.

3.15.4.6 Each report states the actual completion date for those activities completed in the last reported period, the anticipated completion date for each item of Plant and Materials, reasons any delay or variance with respect to scheduled progress and mitigating measures implemented.

3.15.4.7 The *Contractor* also reports his calculated overall completion percentage for each Subcontract at each report date.

Monthly Cash Flow

3.15.4.8 The *Contractor* submits to the *Project Manager* a detailed monthly cash flow chart based on the contract programme showing the anticipated cash flow as represented by expected payment claim submissions, not only payments received.

3.16 Health and Safety

The *Contractor* complies with the following SMP:

3.16.1 All health and safety matters associated with the *works* will be dealt with in accordance with Occupational Health & Safety Act, 1993 (Act No. 85 of 1993) and the Transnet National Ports Authority.

3.16.2 The *Contractor* is to pay special attention and compliance to the OSH Act (Act 85 of 1993) and other legislative requirements, compliance to Transnet Specification E4E, a copy of which is included with this tender.

3.16.3 It is a pre-requisite for the *Contractor* to develop, a baseline risk assessment, health and safety specification, legal framework and project risk profile which is tailored for their scope of work. The Contractor must ensure that his Sub-Contractors comply with the requirements of the CHSMP.

3.16.4 The *Contractor* must perform the works having due regard to the CHSMP.

3.16.5 No alcohol is permitted on Site and within TNPA property. The Employer has a zero-tolerance policy in this regard and all personnel entering the Site will be required to undergo breathalyser tests.

3.16.6 The *Contractor* shall provide all personnel with the required and relevant Personal Protective Equipment (PPE) as detailed in the CHSMP.

Although not limited to, the following PPE is the minimum requirement:

- Hard hat
- Safety boots with steel toe cap

- High visibility reflective vests
- Safety glasses
- Any other job specific PPE required.
- Life jackets

3.16.7 The *Contractor* shall provide transport for personnel in a safe manner. Transportation in the back of a light delivery vehicle is prohibited. The Contractor may transport workforce by means of busses to the respective areas of work. There is no additional payment for this and shall be deemed to have been included in the tendered rates.

3.16.8 For the purpose of the Occupational Safety and Health Act and Regulations (Act No. 85 of 1993) the site is transferred, for the duration of the contract, to the control of the contractor as if it is his property. As employer, he is in every respect responsible for the compliance with the provision of this Act, as well as the application of General Administration Regulations 13 to the employees of Transnet National Ports Authority who visit the site.

3.16.9 The *Contractor* carries out a HAZOP study as and when required and as instructed and directed by the Project Manager.

3.17 Quality Assurance

Quality Assurance: General

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

The *Contractor's* Quality Management System shall conform to International Standard ISO 9001 (or an equivalent standard acceptable to the *Project Manager*) and as a minimum to the requirements of specification QAL-STD-0001, General Quality requirements for Suppliers and *Contractors* as contained in the Annexure to this Works Information.

The *Contractor* submits his Quality Management System documents to the *Project Manager* as part of his programme under ECC Clause 31.2 to include details of:

- Project Quality Plan (PQP) for the contract;
- Quality Control Plans (QCP)
- Quality Policy
- Index of Procedures to be used; and
- A schedule of internal and external audits during the contract

3.17.1 Project Quality Plan

3.17.1.1 The Project Quality Plan means the *Contractor's* statement, which outlines strategy, methodology, resources allocation, QA and Quality Control co-ordination activities to ensure that the *works* meet the standards stated in the *Works* Information. Site Access will not be granted unless the PQP has been accepted by the *Project Manager*.

3.17.1.2 The *Contractor's* PQP includes or references to the quality plans of his Sub-Contractors and Suppliers.

3.17.1.3 Where specified, the *Contractor* submits a PQP to the *Project Manager* by the first Key Date as stated in the Contract Data. The PQP details how the *Contractor's* Quality System will be applied to the Scope of *Works* specified in the Contract, and shall address the following:

- Satisfying the technical and quality requirements of the Contractor's Scope of Work, and relevant elements of the applicable ISO 9001 standard
- Include all quality activities relevant to the Scope of Work, identifying all procedures, reviews, audits, controls and records used to control and verify compliance with the specified Contractual requirements.
- Include a listing of all special processes (e.g. welding and non-destructive testing, cube testing etc.) envisaged for use, including confirmation of personnel certification as required.
- Include all proposed method statements (for site based work activities).
- Include a description of the Contractor's project organogram, with key positions and responsibilities identified and individuals named. The organisation structure shall also indicate the resources committed to the management and coordination of QA / QC activities.
- Include a listing of all Quality Control Plans (QCPs), and associated Field Inspection Checklists (FICs), as applicable.
- Identify in the PQP any Sub-Contractor/Supplier work. Sub-Contractor/Supplier plans are approved by the Contractor, and a copy forwarded to TGC for information.
- Include the proposed Approved Inspection Authority (where applicable -for pressurised equipment and systems).
- Include a schedule of proposed quality records
- The Contractor develops and maintains a comprehensive register of documents that will be generated throughout the contract including all quality related documents as part of its Quality Plan.

3.17.1.4 The *Project Manager* indicates those documents required to be submitted for either information, review or acceptance and the *Contractor* indicates such requirements within his register of documents. The register shall indicate the dates of issue of the documents with the *Project Manager* responding to documents submitted by the *Contractor* for review or acceptance within the *period for reply* prior to such documents being used by the *Contractor*.

3.17.2 Quality Control Plans

The Quality Control Plans shall identify all inspection, test and verification requirements to meet Contractual obligations, specifications, drawings and related details including destructive, non-destructive testing, witness and hold points. The *Contractor* shall not commence fabrication or manufacture prior to review and acceptance of the applicable QCP's by the *Project Manager*.

3.17.3 Material Traceability

Where, and to the extent that material traceability is required, the *Contractor* shall provide its procedures for the maintenance of material identification throughout all phases of manufacture. Methods of identification, routines for re-stamping or stencilling as appropriate shall be defined and agreed with the *Project Manager*.

Adequate records shall be maintained throughout construction enabling traceability of key materials from final product back to original material certificates. The material traceability records shall form part of the Data Pack. The *Contractor* shall prepare a schedule of materials and equipment that are subject to traceability requirements.

3.17.4 As-built documentation, Maintenance and Operating Manuals

The *Contractor* ensures that the documentation as described in the Works Information is presented to the *Project Manager* before Completion.

The *Contractor* ensures that the *Project Manager* has a full and accurate dossier of As-built documents that represent the Scope of Works that reflect the status of the completed Works, General Layouts and Detail Drawings to present to the *Employer*.

The *Contractor* ensures that the *Project Manager* has a full and accurate dossier of Maintenance and Operating Manuals that reflect the status of the completed Works at the earlier of take-over or Completion.

3.17.5 Training and technology transfer

The *Contractor* facilitates the following requirements for training Workshops after Completion for the Works in use.

The *Contractor* shall provide training for the *Employer's* selected staff in the maintenance and operations of all specialised Equipment and Systems e.g. Fenders and bollards. The Training shall be comprehensive with printed training manuals and electronic copies of such manuals made available to each delegate.

3.17.6 Third Party testing on imported materials.

Where directed by the *Supervisor*, the *Contractor* makes arrangements for samples of the imported materials he intends to use in the works to be tested by an independent testing authority. The frequency of tests shall be, at a minimum, 10% of the total number of items supplied.

3.17.7 Sub-Contractors and Suppliers

The *Contractor* shall not employ or bring a Sub-Contractor onto the Site and/or Working Areas without the prior approval of the Project Manager. Further, he shall appoint his Sub-Contractor(s) under the

NEC3 Engineering Contract Sub Contract unless approved otherwise by the Project Manager.

The Contractor shall not deviate from an approved Sub-Contractors list without prior acceptance of the Project Manager

The *Contractor* must engage with the local municipal district/wards business forums business entities within the immediate surroundings of the Site/Working Area to maximise business opportunities to satisfy the above requirements. This is to ensure any possible risk pertaining to local business forums are mitigated by the *Contractor* through demonstrating evidence to local business forums when enquired during the execution of the contract.

It is a specific condition that the *Contractor* subcontracts a minimum of 30% of the value of the contract in terms of Preferential Procurement Regulations, 2017. The *Contractor* must engage with the local municipal district/wards business forums business entities within the immediate surroundings of the Site/Working Area to maximise business opportunities to satisfy the above requirements. This is to ensure any possible risk pertaining to local business forums are mitigated by the *Contractor* through demonstrating evidence to local business forums when enquired during the execution of the contract.

Subcontract documentation, and assessment of subcontract tenders:

- The Contractor is required to appoint his Sub-Contractors under the NEC3 Engineering Contract Subcontract unless accepted otherwise by the Project Manager, and all Sub-Contractors will be required to conform to the requirements as set out herein as if they were employees of the Contractor.
- The Contractor shall ensure that the quality assurance, health and safety, industrial relations, environmental, documentation control and all other requirements placed on him under this contract are transferred into any subcontracts.

Where the *Contractor* employs a Sub-Contractor who constructs or installs part of the *works* or who supplies Plant and Materials for incorporation into the *works* which involves a Sub-Contractor operating on the Site and/or Working Areas, then the *Contractor* ensures that any such Sub-Contractor complies with the CEMP, SES and PES as appropriate and that the subcontract documentation places back-to-back obligations on the Sub-Contractor which reflect the *Contractor's* obligations under the CEMP, SES and PES, all within the *Contractor's* Quality Management System.

Where the *Contractor* employs a Sub-Contractor who constructs or installs part of the *works* or who supplies Plant and Materials for incorporation into the *works* which involves a Sub-

Contractor operating on the Site and/or Working Areas, then the *Contractor* ensures that any such Sub-Contractor complies with the PIRPMP (described under paragraph 4.1.1 of the Works Information) as appropriate and that the subcontract documentation places back-to-back obligations on the Sub-Contractor which reflect the *Contractor's* obligations under the PIRPMP, all within the *Contractor's* Quality Management System as per paragraph 2.5 of the Works Information.

Where under the CEMP as described under paragraph 6.4 of the Works Information, the *Contractor* is required to remove an animal, reptile or bird from the Site and/or Working Areas, the *Contractor* engages a Sub-Contractor who is a specialist and qualified for the removal of such animal, reptile or bird (to include the removal of rare, endemic or endangered species). The *Contractor's* attention is drawn to ECC Clauses 26.2 & 26.3.

3.18 Environmental Management and Constraints

3.18.1 Environmental Impact Assessment

In 2022 TNPA issued a Request for Proposal (RFP) for the services of a *Contractor* to provide environmental screening and baseline studies for the KZN Logistics Hub Programme. In terms of that RFP, the appointed *Contractor* undertook a status quo assessment of the biophysical and social attributes that may be impacted by the proposed developments at the Port of Richards Bay (herein referred to as "baseline studies"). The baseline studies consist of the following deliverables:

- Baseline Ecological Assessment
- Biodiversity Offset Investigation
- Dredge Disposal Capability Assessment
- Climate Change Vulnerability Assessment & Adaptation Strategy
- Socio-Economic Impact Assessment

It is expected, based on current schedule, that these baseline studies will be completed by end of September 2023 and will be made available to the preferred bidder of this RFP. However, bidders may NOT rely on the content of these studies as input towards any section of the scope of work of this RFP, nor assume the content are suitable for use or review the same for purpose of use.

The baseline studies may be used for information purposes only and bidders should assume that no such information has been received when considering their costing. The baseline studies will be provided to the preferred bidder upon appointment.

The *Contractor* will be expected to complete an EIA, Environmental Management Programme and climate change risk assessment. The impact assessment must meet the requirements of the (International Monetary Fund) IMF's Environmental and Social Performance Standards.

The *Contractor* will provide technical input and guidance in developing the scope of services required for the procurement of an Environmental Assessment Practitioner (EAP) to perform all required Environmental processes including permits and licenses if services cannot be rendered inhouse. The EAP services are not limited to the following:

- Identification of the application process, either a Basic Assessment (BA) or Scoping, Environmental Impact Assessment (S&EIR) process as outlined in the EIA (Environmental Impact Assessment) Regulations GN R326 of 2017, of the National Environmental Management Act No 107 of 1998 as amended.
- Facilitation of the EIA process where applicable confirm if there are any additional permits and/or licenses required and undertake the application processes required to obtain such approvals.
- The appointed Contractor will be required to conduct their own comprehensive screening exercise to ensure that all triggered listed activities under the 2017 EIA regulations (GNR 324, 325 and 327 have been identified
- This screening must also be undertaken in consultation with applicable Municipal bylaws i.e., uMhlathuze local municipality bylaws.
- Facilitation of the Water-Use License (WUL) application as outlined in the National Water Act (NWA), Act 36 of 1998 for any triggered water use activities listed under Section 21 of the Act.
- Facilitation of the Disposal at Sea permit application as outlined in Section 71 of the National Environmental Management Act: Integrated Coastal Management Act No. 24 of 2008.
- The appointed EAP is further expected to identify, and include in the screening report, all other environmental approvals applicable to the proposed project and ensure that these are obtained as part of the EIA process. The EAP is expected to State applicable international obligations and agreements (e.g., Multilateral Environmental Agreements) that must be complied with, identify any gaps between national legislation and International Standards, while acknowledging that higher standards will be used.
- Emphasis should be given to stipulations in national or local law that may impede compliance with EIA Standards and respective guidance or vice versa. Identify the environmental and social studies required according to the level of socio-environmental risk, to comply with both national local environmental legislations. Identification of the institutions responsible for the execution and environmental and social management of the project, at the respective levels of government; roles and functions of each of the institutions, identifying the needs for institutional strengthening.

The deliverables include, but are not limited to:

- Draft Scoping Report
- Final Scoping Report
- Draft Environmental Impact Report
- Final Environmental Impact Report
- Draft Environmental Management Programme (EMPr)

- Final Environmental Management Programme
- Environmental Authorisation
- Disposal at Sea Permit
- Water Use License
- Effluent permit and any other applicable permits

The *Contractor* will provide oversight and assurance that all the conditions attached to the Environmental Authorisation, permits and license are implemented and complied with during the construction phase of the project. This will include the implementation of and compliance with an approved Environmental Management Programme (EMPr) developed as part of the EIA process.

The *Contractor* shall as part of Environmental Returnable Schedule include the following:

- Detailed CV's of the EAP showing level of experience for conducting EIAs, including certified copies of the qualifications & valid EAPASA registration.
- Detailed CV of the Environmental Officer who will enforce compliance during construction with valid certified copies of qualifications and professional registration where applicable. In the event where the Contractor intends to utilize the services of the EAP for the Environmental Officer role, it must be indicated clearly on the submission.

The tenderer must provide a list of previous infrastructure projects or similar nature undertaken by *Contractor* relating to the assignment, with detailed description clearly indicating their key roles, references contact list and capital value.

3.19 Completion

Completion of each Section is when the *Contractor* has done everything required to Provide the Works except:

- Submitted all the red line mark-ups (i.e. as-built mark-ups); and
- De-established all his Equipment from the Site.

4 As-built Drawings, Operating Manuals and Data Packs

4.1 The *Contractor* provides the following:

- As-Built/Final Documentation
- In undertaking the works (including all incidental services required), the Contractor shall conform and adhere to the requirements of the Contractor Document Submittal
- All As-Built information to be signed off by Contractors responsible before issue to TNPA.
- The Contractor will prepare the final As-Built drawings within 14 days of receiving the red line drawings from the Contractor.
- Installation, Maintenance and Operating Manuals and Data Books
- The Contractor provides manuals in an A4 hard covered, red, grease and waterproof binder, using 2 ring type binders. The manuals are well indexed and user friendly and include a summarized Table of Contents.

- Drawings and charts larger than A4 are folded and those greater than A3 are enclosed in an A4 plastic pocket of adequate strength.
- The Contractor submits the draft Table of Contents to the Employer's Agent for acceptance prior to the compilation and official submittal of the manuals.
- The originals of all brochures shall be issued to the Employer's Agent. When a general brochure is applicable to a range of equipment, then the specific item, catalogue number or model number shall be stated, which is best achieved by introducing a separate index page, which cross-references the specific item to a tag number.
- The address, phone numbers, fax numbers and reference numbers of all Sub-Contractors is provided.
- Where manuals include drawings that still need to be revised to "As-Built" status, and such manuals are required prior to 'As-Built' status, the manual will not be considered to be in its final form until the "As-Built" version of each such drawing has been incorporated.
- The required number of copies of the manual (s) shall be as specified by the Employer's Agent and submitted per type or model number of equipment included in the contract, or as specified by the *Project Manager*.
- Unless otherwise stated in the CDS, the required number of copies of all As-Built/Final/Data Packs shall be:
 - 3 x hard copies
 - 3 x CD Roms with Adobe Acrobat (.pdf) and "Native" formats

5 Management and Start up

It is the *Employer's* specific intention that the parties and their agents use the techniques of partnering to manage the contract by holding meetings designed to pro-actively and jointly manage the administration of the contract with the objective of minimising the adverse effects of risks and surprises for both parties.

Types of Management meetings

Regular meetings of a general nature may be convened and chaired by the Employer's Agent or his delegated representative as follows:

Title and purpose	Approximate time & interval	Location	Attendance by:
Overall Contract Progress and feedback.	Monthly on a day and time mutually to be agreed.	Port of Richards Bay	Employer, Contractor, Supervisor, Project Manager, including relevant stakeholder's as may be deemed relevant
Contract Risk register and Compensation Events	Fortnightly on a day and time mutually to be agreed.	Port of Richards Bay	Employer, Contractor, Supervisor, Project Manager, including relevant stakeholder's as may be deemed relevant
Site Inspections and quantity measurements	Ad hoc/ as and when required.	Port of Richards Bay	Employer, Contractor, Supervisor, Project Manager, including other stakeholder's as may be deemed relevant
Contractor Safety Meetings.	Fortnightly with Contractors. Day and time to be agreed.	Port of Richards Bay	CM (Optional), TNPA Safety Advisors and Contractor Safety Officers and Contractor Management / Supervision.
Safety Pre-Mobilisation Meeting	Once off at the kick-off meeting.	Port of Richards Bay	Employer, Contractor (appropriate key persons), Supervisor (as necessary and appropriate delegates), and Project Manager, including other stakeholder's as may be deemed relevant
Safety, Health and Environment Induction Training.	Once off Induction programme prior to commencing any work on site and each time for a new start.	Port of Richards Bay	Employer, Contractor (all personnel to work on site), Supervisor, Project Manager, including other stakeholder's as may be deemed relevant

Meetings of a specialist nature may be convened as specified elsewhere in this Works Information or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the works. Records of these meetings shall be submitted to the *Employer's* agent by the person convening the meeting within five days of the meeting.

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

The *Contractor* attends management meetings at the *Employer's agent's* request as set out in 2.1.2. At these meetings the *Contractor* presents all relevant data including safety, health and environmental issues, progress reports, quality plans, Sub-Contractor management reports, as may be required.

6 Documentation control

6.1 Each supplier of documentation and data for the Project is responsible for ensuring that all documentation and data submitted conforms to the Project Standards and data Quality requirements in terms of numbering, uniqueness, quality, accuracy, format, completeness and currency of information. Data not meeting the Project Standards and data Quality requirements will be cause for rejection and returned to the Contractor for corrective action and re-submission.

6.2 The *Contractor* shall be responsible for the supply of all sub-supplier/sub-contractor/Manufacturer, etc. documentation and data, in the prescribed format, related to their package of work and shall ensure that these sub-suppliers have the capability to supply the necessary documentation and data in the required time frame and quality as outlined in the specified standards prior to awarding sub orders.

6.3 Electronic files submitted for the Project shall be clear of known viruses and extraneous "macros". The supplier of documentation is required to have, always, the latest generation of virus protection software and up to date virus definitions.

6.4 The *Contractor* must apply "wet signatures" to the original Documentation before scanning the signed original and prior to formal submission to the Project. Final issues of all documentation shall be supplied to the Project in "wet signature" format along with the associated corresponding electronic 'native files' and PDF renditions.

6.5 The *Contractor* must ensure adequate resources are available to manage and execute the Document Control function as per the requirements of the Project.

6.6 The *Contractor* must ensure that the latest versions of the required application software and a suitable 'IT' Infrastructure are in place to support the electronic transmission of documentation.

In undertaking the 'Works' (including all incidental services required), the Contractor shall conform and adhere to the requirements of the '*Contractor* Documentation Submittal Requirements' Standard

7 Right to stop work

TNPA representatives or its designated representatives shall have the right to prohibit the commencement of work or to stop any activity in progress if the equipment, machinery, personnel or work conditions are considered at TNPA's discretion to be unsafe or not to be in compliance with any applicable rules, regulations and procedures in TNPA. Stoppage of the work shall be at contractor's expense until the contractor has satisfactorily rectified such defects and unsafe conditions. In the event of serious or repeated infringements, TNPA may terminate the contract without compensation.

8 Safety and Environmental Induction

Prior to gaining access to the TNPA sites, each individual shall attend a TNPA Safety and Environmental Induction Course. The intention of the course is to provide the individual workers with an overview of the Ports specific safety and environmental rules, inherent risk, procedures and the like.

9 Emergency Procedures

The *Contractor* must ensure that all personnel on the Site, including their visitors, are properly instructed in the Site emergency response procedures

10 Fire and Emergencies

In the event of a fire or other emergency situation being discovered it must be immediately reported to TNPA Fire Services personnel.

11 Key Milestone Dates

Activity	Duration	Start Date	Completion Date
1. Award contract: Design and Construct Common User Infrastructure	1 day	31 Aug 2023	31 Aug 2023
2. Project commencement: Common User Infrastructure	44 months	01 Sept 2023	08 Feb 2027
3. Environmental Approval including relevant permits and licenses	18 months	02 Oct 2023	30 Apr 2025
4. Testing and Commissioning: Common User Infrastructure	2 months	22 Feb 2027	30 Apr 2027
5. Project close out	3 months	01 May 2027	31 Jul 2027

12 Procurement

12.1 Procurement

Code of conduct

- The *Employer* aims to achieve the best value for money when buying or selling goods and obtaining services. This however must be done in an open and fair manner that supports and drives a competitive economy. Underpinning our process are several acts and policies that any supplier dealing with the Employer must understand and support. These are:
- Section 217 of the Constitution - the five pillars of Public PSCM (Procurement and Supply Chain Management): fair, equitable, transparent, competitive and cost effective.
- The Anti-Corruption Act
- This code of conduct has been included in this contract to formally apprise the Contractor of the Employer's expectations regarding behaviour and conduct of its suppliers.
- Prohibition of Bribes, Kickbacks, Unlawful Payments, and Other Corrupt Practices
- The Employer is in the process of transforming itself into a self-sustaining State-Owned Enterprise, actively competing in the logistics industry. Our aim is to become a world class, profitable, logistics organisation. As such, our transformation is focused on adopting a performance culture and to adopt behaviours that will enable this transformation.
- The Employer will not participate in corrupt practices and therefore expects its suppliers to act in a similar manner.
- The Employer and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with and payments to our suppliers.
- Employees must not accept or request money or anything of value, directly or indirectly, to:
- Illegally influence their judgement or conduct or to ensure the desired outcome of a sourcing activity
- Win or retain business or to influence any act or decision of any decision stakeholders involved in sourcing decisions; or gain an improper advantage.
- There may be times when a supplier is confronted with fraudulent or corrupt behaviour of the Employer employees. We expect our Suppliers to use our "Tip-offs Anonymous" Hot line to report these acts (0800 003 056).
- The Employer is firmly committed to the ideas of free and competitive enterprise.
- Suppliers are expected to comply with all applicable laws and regulations regarding fair competition and antitrust.
- The Employer does not engage with non-value adding agents or representatives solely for the purpose of increasing BBBEE spend (fronting)
- The Employer's relationship with suppliers requires us to clearly define requirements, exchange information and share mutual benefits.
- Generally, Suppliers have their own business standards and regulations. Although the Employer cannot control the actions of our suppliers, we will not tolerate any illegal activities. These include, but are not limited to:
 - Collusion

- Failure to disclose accurate information required during the sourcing activity (ownership, financial situation, BBBEE status, etc.)
- Corrupt activities listed above
- Harassment, intimidation or other aggressive actions towards the Employer 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

12.2 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 the Employer. Such as, for example:

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

12.3 The *Contractor's* Invoices

When the *Employer's* Agent certifies payment (see NEC PSC Sub-Clause 51.1) following an assessment date, the *Contractor* complies with the *Employer's* procedure for invoice submission.

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

12.3.1.1 Invoices must be submitted by the last working day of the month and states the following:

- Invoice addressed to Transnet Limited;
- Transnet Limited's VAT No: 4720103177;
- Invoice number;
- Registered name of the Contractor;
- Address (Physical and Postal) of the Contractor;
- The Contractor's VAT Number; and
- The Contract number: TBC

12.3.1.2 The invoice contains the supporting detail:

- The amount paid to date;
- Amount for payment (excluding VAT);
- VAT amount;
- Amount for payment (including VAT);
- Any retention monies to be deducted from the invoice;
- Any interest payable;
- Escalation formula used where applicable;

- Settlement discount;
- Proof of ownership of Materials supplied;
- A statement is to accompany each invoice

12.3.1.3 The invoice is presented via email by the 25th day of the assessment month. Statements must accompany invoices.

12.3.1.4 For the attention of The *Project Manager*: Qiniso Shezi,

12.3.1.5 The *Contractor* ensures that the Employer has his correct banking information to make the electronic payment transfer.

12.3.1.6 All payments are provisional and subject to audit. The *Contractor* preserves his records for such a period of time as legislation requires, but in any event not less than five (5) years.

12.3.1.7 The *Employer* deducts any amount owed by the *Contractor* to the *Employer* from any amount payable by the Employer to the *Contractor*.

13 Annexures

All the annexures listed hereunder shall be deemed to form part of the Scope of Works.

Annexure	Revision	Description
A	00	Marine facilities conceptual study report
B	00	Bulk services conceptual study report
C	00	LNG Terminal technical engineering report
D	00	General quality requirements

Part C4: Site Information

Part C4: Site Information

1. DESCRIPTION OF THE SITE AND ITS SURROUNDINGS

1.1 General Description

1.1.1 Site location

The development of the LNG project will take place at the Port of Richards Bay within the South Dunes precinct.

(a) Boundary limits,

Figure 1 indicates the land and marine Port limits for the Port of Richards Bay. The Port Development Framework Plan (PDFP) makes provision for Port Expansion in future; however, the planned Port expansion does not affect the proposed position of Berth 207.



Figure 1: Locality of the site for the PoRB-LNG Import Terminal Project

(b) The Quayside

- The quayside is located at the Port of Richards Bay as per Figure 2 below
- Proposed Berth 207 has been allocated for importing LNG.
- Proposed Berth 207 is located to the north-eastern side of the South Dunes Precinct, adjacent to liquid bulk Berths 209 and 208.

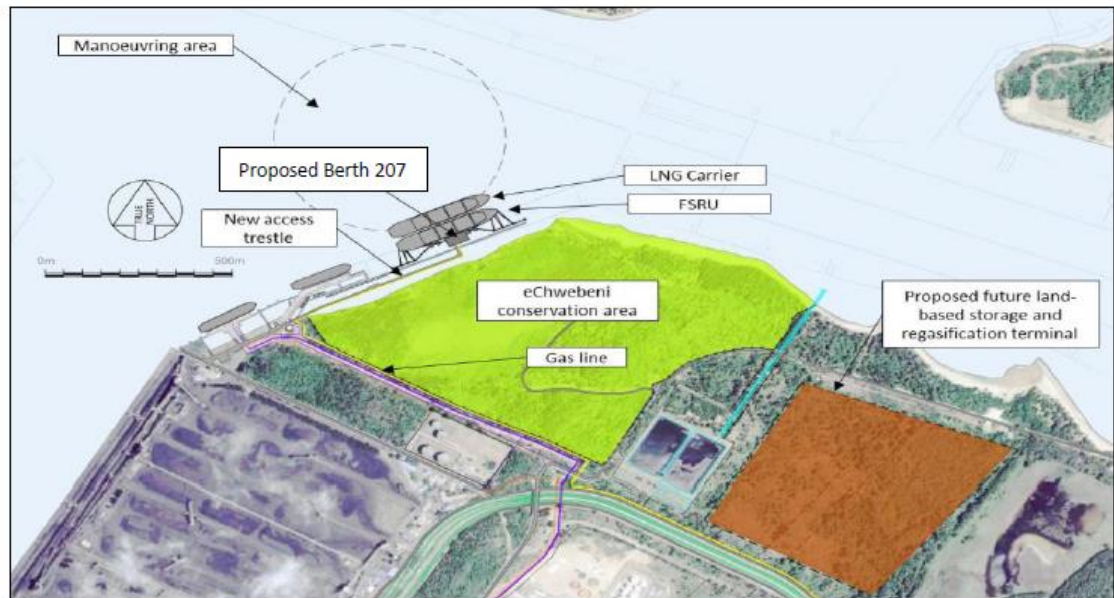


Figure 2: Chemical Berth Quayside

(c) Port channel layout

The channels at the Port of Richards Bay range from -21.9m CD at the entrance channel (outer) to -14.5m CD at the Multi-Purpose Terminal (MPT) berths, as depicted in Figure 3.



Figure 3: Locality of the site for the PoRB-LNG Import Terminal Project

1.1.2 Site conditions

The Port entrance channel existing site conditions are depicted in Table 1.

Vessel Speed:	Maximum 6 knots (minimum 10 knots at approach channel)
Cross winds:	Predominantly South Easterly, 28 knots on average
Cross Currents:	Relatively minor between breakwater head and headland. Cross currents in other channels are generally generated by passing small craft vessels and Tugs
Navigation Aids	Leading lights and Buoy markers from entrance channel to inner channels
Depth	Approach channel depth is -23.9m CD, whilst the Entrance Channel depth ranges from -21.9m CD (Outer channel) to -19.5m CD (Inner channel).
Width	Entrance channel width is 300m and allows for one-way traffic with larger Panamax vessels and Cape Size vessels. It allows for two-way traffic movement with smaller vessels only (Handymax & small Panamax vessels).
Channel Bed	The approach and entrance channel (basin) bed is mainly composed of sand and silt

Table 1: Channel site conditions

(a) Bathymetry and topography

The bathymetry of the Port of Richards Bay will be based on local hydrographic chart information and detailed single-beam surveys undertaken by Transnet Dredging Services or as otherwise supplied by Transnet. The bathymetry in areas where no survey data is available will be informed by MIKE by DHI CMAP Electronic Charts (DHI, 2017) Topographic data is to be supplied by Transnet.

(b) Geotechnical conditions

Site specific geotechnical conditions will be based on the actual site investigations which will be carried out by the *Contractor*. Previous geotechnical studies will be made available to the *Contractor*.

(c) Climate change

The effect of climate change will be considered in accordance with PRDW's Position Paper for Climate Change (PRDW, 2010) as well as the IPCC's Synthesis Report on Climate Change (IPCC, 2014). The recommended increases in design parameters due to climate change are presented in Table 2.

Year	Reference: (PRDW, 2010)			Reference: (IPCC, 2014)
	Wind speed increase [%]	Storm surge increase [%]	Wave height increase [%]	Sea level rise[m]
2000	0	0	0	0.00
2050	5	11	9	0.35
2073 ¹	7	15	12	0.60
2100	10	21	17	1.00

¹Assuming completion of construction in 2023 and a 50-year design life as per Section 5.3

Table 2: Increase in design parameters due to climate change

(d) Currents

Measured surface current data is available at the Waverider buoy (28.8265°S, 32.104°E) situated offshore in a water depth of 22 m. A seasonal non-exceedance plot and a current rose plot of the measured dataset, for the period November 2013 to May 2015, are presented in Figure 4.

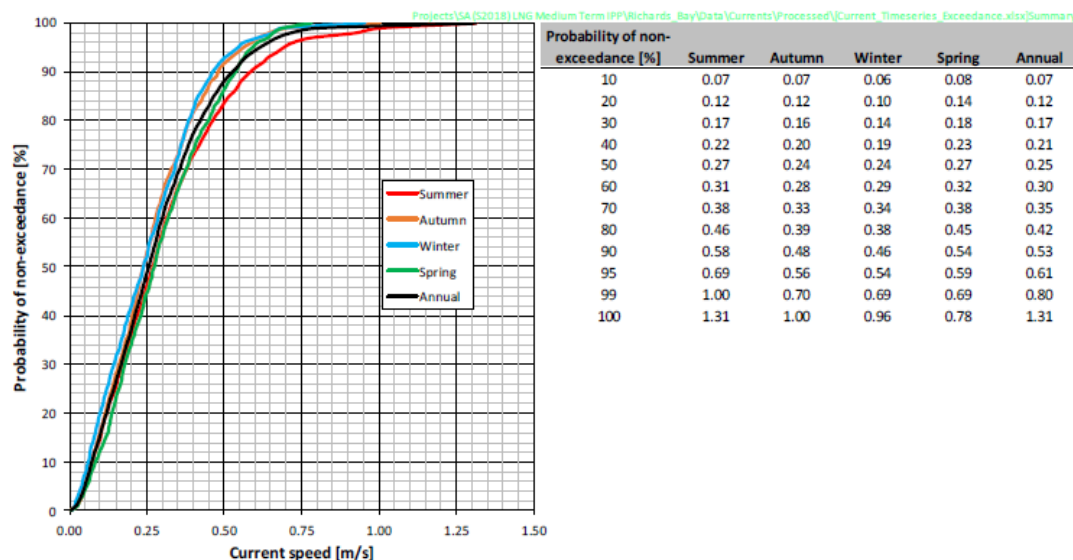


Figure 4: Non-exceedance plot of surface current speed measured at the Waverider buoy at (28.8265 °S, 32.104 °E) for the period November 2013 to May 2015 (PRDW, 2016)

(e) Wind

Measured wind data is available at Richards Bay Port Control (32.09915°E, 28.79704°S). A non-exceedance plot of wind speed and a wind rose plot of the measured dataset, for the period 1993 to 2015, are shown in Figure 5 and Figure 6 respectively.

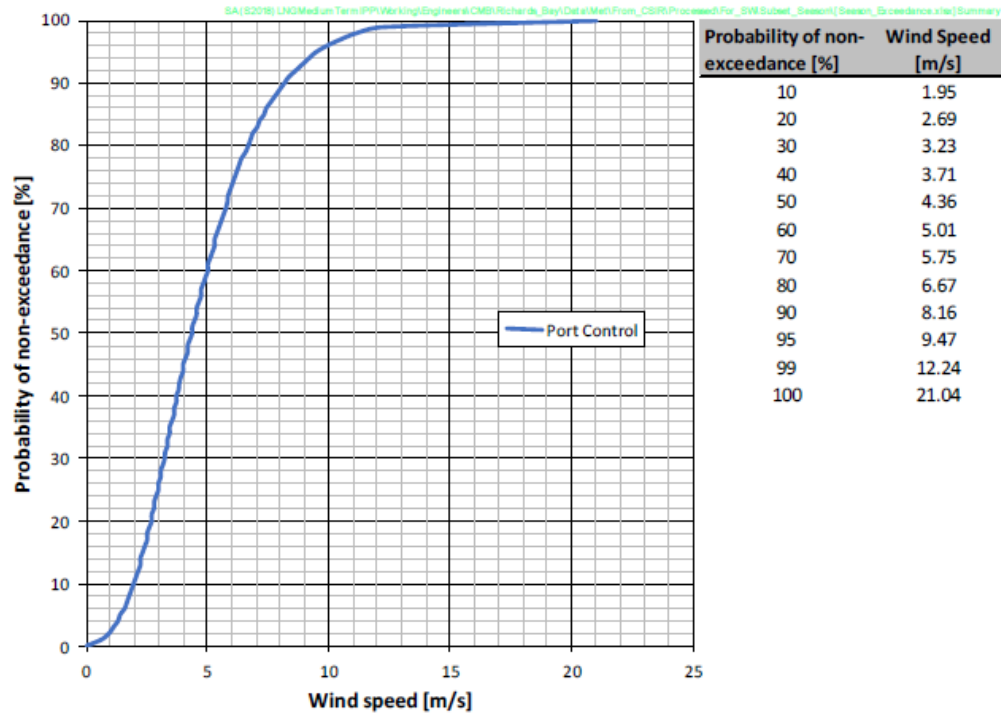


Figure 5: Non-exceedance plot of 20-minute averaged wind speed at 10 m elevation measured at Richards Bay Port Control (28.79704°S 32.09915°E) for the period February 1993 to May 2015

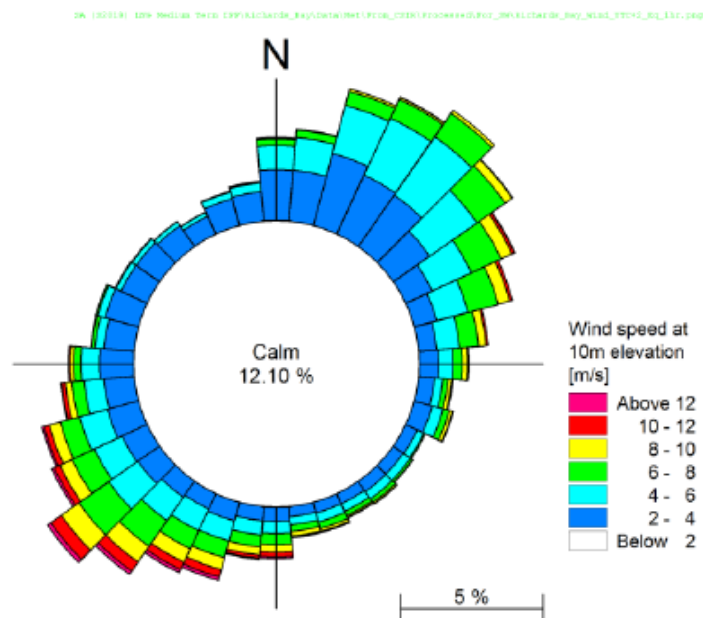


Figure 6: Wind rose for measured data at Richards Bay Port Control (32.09915°E, 28.79704°S) for the period February 1993 to May 2015

The data indicates two dominant wind directions which are closely aligned with the orientation of the local coastline (north-east and south-west). The north-easterly winds occur more frequently, but the strongest winds occur from the south-west.

The omni-directional extreme wind speeds are presented in Table 3.

Return Period [years]	Wind speed [m/s]	
	Best estimate	Upper 95% confidence
1	18.2	18.7
10	22.3	24.2
20	23.5	26.1
50	25.0	28.8
100	26.2	30.8

Table 3: Omni-directional extreme value analysis of measured wind speeds for the period January 1993 to May 2015

(f) Waves

Measured wave data is available at the offshore Waverider buoy in a water depth of 22 m. Wave modelling has previously been undertaken to characterise operational wave conditions inside the port (PRDW, 2016). The Non-exceedance curve of the modelled significant wave heights (H_{m0}) at selected output locations within the port are presented in Figure 7.

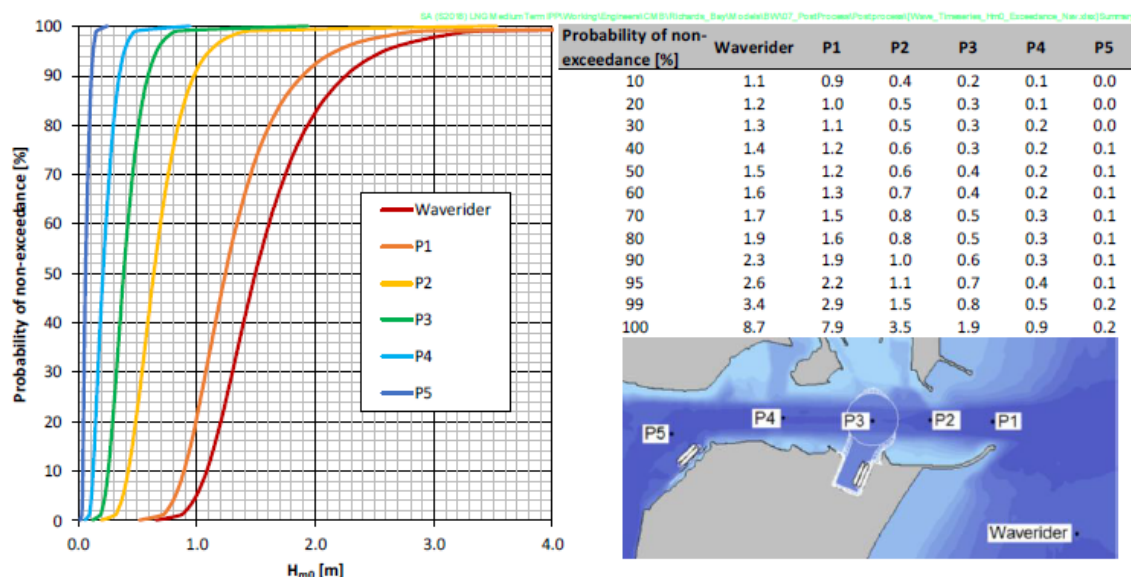


Figure 7: Non-exceedance plot of significant wave height (H_{m0}) within the Port of Richards Bay. Plot is constructed from 12 years of modelled data

(g) Water levels

The predicted astronomical tidal water levels at Richards Bay are presented in Table 4.

Description	Elevation [+m Chart Datum]	Elevation [+m Chart Datum Port] (Referenced for this study)
Highest Astronomical Tide (HAT)	2.47	2.36
Mean High Water Springs (MHWS)	2.11	2.00
Mean High Water Neaps (MHWN)	1.48	1.37
Land Levelling Datum (LLD) (1 January 2003 onwards)	1.015	0.90
Mean Level (ML)	1.20	1.09
Mean Low Water Neaps (MLWN)	0.97	0.86
Mean Low Water Springs (MLWS)	0.27	0.16
Chart Datum Port (CD)	0.115	0.00
Lowest Astronomical Tide (LAT)	0.00	-0.115

Table 4: Tidal characteristics at Richards Bay (SANHO, 2018)

Water level measurements within the Port of Richards Bay are available from the University of Hawaii Sea Level Center (UHSLC, 2015). The results of an Extreme Value Analysis (EVA) on the positive water level residuals are presented in Table 5.

Return Period [years]	Positive Water Level Residual [m] (including climate change)		
	Lower 95% confidence	Best estimate	Upper 95% confidence
10	0.48	0.52	0.54
20	0.49	0.53	0.57
50	0.51	0.56	0.60
100	0.51	0.57	0.62
200	0.52	0.58	0.64
500	0.53	0.60	0.67
1000	0.53	0.61	0.69

Table 5: Extreme value analysis on positive water level residuals at the Port of Richards Bay (28°48' S, 32°05'E) for the period June 1977 to December 2011

(h) Seismic assessment

The seismic hazard map of South Africa (SANS 10160-4) categorises the Port of Richards Bay as having a nominal peak ground acceleration, with a probability of exceedance of 10% in 50 years (return period of 475 years), of 0.075 g.