

TRANSNET NATIONAL PORT AUTHORITY
an Operating Division of **TRANSNET SOC LTD**
[hereinafter referred to as **Transnet**]
Registration Number 1990/000900/30

REQUEST FOR QUOTATION [RFQ] No: TNPA/2022/11/0007/17902/RFQ

FOR THE PROVISION OF: PREPARE PRECINCT PLANS FOR THE PORT OF EAST LONDON

FOR A PERIOD OF	: 5 Months
ISSUE DATE	: 30 November 2022
NON-COMPULSORY TENDER BRIEFING (MS TEAMS)	: 06 December 2022; 11h00 AM
MS TEAMS LINK (TENDER BRIEFING)	: Click here to join the meeting
CLOSING DATE	: 15 December 2022
CLOSING TIME:	17:00 PM

Note to the bidders:

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

PREFERENTIAL PROCUREMENT PREQUALIFICATION CRITERIA - ONLY THE FOLLOWING RESPONDENTS MAY RESPOND TO THIS RFQ:

The tender is strictly put as a pre-qualification to advance Exempted Micro Enterprise and Qualifying Small Enterprise with a minimum B-BBEE level 2.

A bid that fails to meet this pre-qualifying criterion will be regarded as an unacceptable bid.

SECTION 1: SBD1 FORM**PART A****INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF NATIONAL PORT AUTHORITY A DIVISION TRANSNET SOC LTD							
BID NUMBER:	TNPA/2022/11/0007/17902/RFQ	ISSUE DATE:	30/11/2022	CLOSING DATE:	15/12/2022	CLOSING TIME:	17H00 PM
DESCRIPTION	PREPARE PREINCT PLANS FOR THE PORT OF EAST LONDON						
BID RESPONSE DOCUMENTS 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.							
RESPONDENTS ARE TO UPLOAD THEIR BID RESPONSE PROPOSALS ONTO THE TRANSNET SYSTEM AGAINST EACH TENDER/RFQ SELECTED.							
The Transnet e-Tender Submission Portal can be accessed as follows:							
<ul style="list-style-type: none"> ▪ Log on to the Transnet eTenders management platform website/Portal (transnetetenders.azurewebsites.net) (please use Google Chrome to access Transnet link/site free of charge); ▪ 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. ▪ No late submissions will be accepted. The bidder guide can be found on the Transnet Portal transnetetenders.azurewebsites.net 							
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO				TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON	ZUKISWA NKONYENI			CONTACT PERSON	N/A		
TELEPHONE NUMBER	043 700 2037			TELEPHONE NUMBER	N/A		
FACSIMILE NUMBER	N/A			FACSIMILE NUMBER	N/A		
E-MAIL ADDRESS	ZUKISWA.NKONYENI@TRANSNET.NET			E-MAIL ADDRESS	N/A		
SUPPLIER INFORMATION							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE			NUMBER			
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE			NUMBER			
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:			OR	CENTRAL SUPPLIER DATABASE	UNIQUE REGISTRATION REFERENCE NUMBER: MAAA	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No			B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT MUST BE SUBMITTED FOR PURPOSES OF COMPLIANCE WITH THE B-BBEE ACT]

<p>1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</p> <p><input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>[IF YES ENCLOSE PROOF]</p>		<p>2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</p> <p><input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>[IF YES, ANSWER QUESTIONNAIRE BELOW]</p>	
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 BELOW.

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. TAX COMPLIANCE REQUIREMENTS
<p>1.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>1.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>1.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>1.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>1.5 IN BIDS WHERE UNINCORPORATED CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>1.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE: _____

SECTION 2: NOTICE TO BIDDERS

1 Responses to RFQ

Responses to this RFQ [**Quotations**] must not include documents or reference relating to any other quotation or proposal. Any additional conditions must be embodied in an accompanying letter.

2 Formal Briefing

A non-compulsory pre-proposal site meeting and/or RFQ briefing will be conducted via **Microsoft Teams** on **Tuesday, 06 December 2022; 11h00 AM** for a period of \pm 2 hours. The briefing session will start punctually, and information will not be repeated for the benefit of Respondents arriving late.

The Bidders must click on the following link to join the meeting: [Click here to join the meeting](#)

- 2.1 Despite the briefing session being non-compulsory, Transnet nevertheless encourages all Respondents to attend. Transnet will not be held responsible if any Respondent who did not attend the **non-compulsory** session subsequently feels disadvantaged as a result thereof.
- 2.2 Respondents are encouraged to bring a copy of the RFQ to the site meeting and/or RFQ briefing.

3 Preferential Procurement Prequalification Criteria

3.1 Minimum B-BBEE level

Transnet has set a minimum B-BBEE threshold for participation in this RFQ process. **The tender is strictly put as a pre-qualification to advance Exempted Micro Enterprise and Qualifying Small Enterprise with a minimum B-BBEE level 2. A bid that fails to meet this pre-qualifying criteria will be regarded as an unacceptable bid.**

COMMUNICATION

- 3.2 Specific queries relating to this RFQ before the closing date of the RFQ should be submitted onto the system and to before 13 December 2022 **12:00 pm on** Thandazwa Baliti. In the interest of fairness and transparency Transnet's response to such a query will then be made available to other bidders.
- 3.3 It is prohibited for Respondents to attempt, either directly or indirectly, to canvass any officer or employee of Transnet in respect of this RFQ between the closing date and the date of the award of the business.
- 3.4 Respondents found to be in collusion with one another will be automatically disqualified and restricted from doing business with organs of state for a specified period.
- 3.5 Respondents may also, at any time after the closing date of the RFQ, communicate with the Noko Molokomme on any matter relating to its RFQ response:

Telephone 043 700 2921

Email: Zukiswa.Nkonyeni@transnet.net

4 Legal Compliance

The successful Respondent shall be in full and complete compliance with any and all applicable national and local laws and regulations.

5 Employment Equity Act

Respondents must comply with the requirements of the Employment Equity Act 55 of 1998 applicable to it including (but not limited to) Section 53 of the Employment Equity Act.

6 Changes to Quotations

Changes by the Respondent to its submission will not be considered after the closing date and time.

7 Binding Offer

Any Quotation furnished pursuant to this Request shall be deemed to be an offer. Any exceptions to this statement must be clearly and specifically indicated.

8 Disclaimers

8.1 Respondents are hereby advised that Transnet is not committed to any course of action as a result of its issuance of this RFQ and/or its receipt of a Quotation in response to it. Please note that Transnet reserves the right to:

- modify the RFQ's goods / service(s) and request Respondents to re-bid on any changes;
- reject any Quotation which does not conform to instructions and specifications which are detailed herein;
- disqualify Quotations submitted after the stated submission deadline;
- not necessarily accept the lowest priced Quotation or an alternative bid;
- place an order in connection with this Quotation at any time after the RFQ's closing date;
- award only a portion of the proposed goods / services which are reflected in the scope of this RFQ;
- split the award of the order/s between more than one Supplier/Service Provider should it at Transnet's discretion be more advantageous in terms of, amongst others, cost or developmental considerations;
- cancel the quotation process;
- validate any information submitted by Respondents in response to this bid. This would include, but is not limited to, requesting the Respondents to provide supporting evidence. By submitting a bid, Respondents hereby irrevocably grant the necessary consent to Transnet to do so;
- request audited financial statements or other documentation for the purposes of a due diligence exercise;
- not accept any changes or purported changes by the Respondent to the bid rates after the closing date and/or after the award of the business, unless the contract specifically provides for it;
- to cancel the contract and/request that National Treasury place the Respondent on its Database of Restricted Suppliers for a period not exceeding 10 years, on the basis that a contract was awarded on the strength of incorrect information furnished by the Respondent or on any other basis recognised in law;
- award the business to the next ranked bidder, provided that he/she is still prepared to provide the required Goods/Services at the quoted price, should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so. Under such circumstances, the validity of the bids of the next ranked bidder(s) will be deemed to remain valid, irrespective of whether the next ranked bidder(s) were issued with a Letter of Regret. Bidders may therefore be requested to advise whether they would still be prepared to provide the required Goods/Services at their quoted price, even after they have been issued with a Letter of Regret.

9 Specification/Scope of Work

The Service Provider shall provide a detailed report, in which they provide feedback on each precinct is given detailing its strengths, weaknesses, opportunities, and threats. These precincts must not be considered in isolation in order to create a port that allows for optimal operations while also satisfying the "Smart Peoples Port Vision".

The scope covered in the Precinct Plan of the three areas includes the following components:

- Collect and evaluate all relevant information for the study including demand forecasts, port berthing capacity, landside capacity, and requirements and planning for each precinct;
- Evaluate and integrate previously compiled overarching planning documents into this plan;
- Collect and evaluate all relevant information for the study including demand forecasts, port berthing capacity and requirements, and planning for each precinct;
- Conduct a capacity analysis for berth, land, and gate capacity;
- Analyse the current precincts to determine whether the arrangement is suitable for port operations of the specific cargo type.
- Identify the spatial structure and land use, current leases, opportunities/strategy, constraints, and challenges associated with each precinct and provide mitigation measures;
- Evaluate and propose the infrastructural requirements (berth, landside storage, road, rail, water, stormwater, sewer, electricity) for implementing such recommendations and provide budgetary projections based on scenario planning recommendations.
- Research Socio-Economic aspects based on scenario planning recommendations.
- The Precinct Plan must provide conceptual development, spatial development guidelines, principles, parameters, and standards that will allow for sound decision-making on land use management of the port in the short (10 years), medium (10-30 years) and long term (beyond 30 years);
- Formulate an Implementation Plan to guide the development for each area as determined by the Precinct Plan;
- Intergrade and convey all information spatially on one (1) map along with goals and recommendations;
- Traffic analysis and gate capacities.
- The Precinct Plan must be aligned to the Port of East London's Port Development Framework (PDFP).

The following 5 critical milestone/phases shall be achieved in preparing each Precinct Plan:

- **Phase 1:** Inception
- **Phase 2:** Situational Analysis
- **Phase 3:** Initial Concept and precinct Plan proposals
- **Phase 4:** Implementation Plan
- **Phase 5:** Finalization and Adoption of each precinct plan

Phase 1: Inception

An inception plan lay the foundation for formulation of the precinct plan must be submitted to TNPA within 30 days from signed agreement and must address the following:

Effect of existing policies, plans, legislation on or affecting the precinct plan:

- Confirmation of the names of the project team members who will be involved in the project;
- Detailed tasks/activities to be carried out and allocation of time per task/activity;
- Confirmation of the project timeframes;
- Stakeholder participation/consultation plan;
- A schedule of project meetings for feedback/progress reporting to TNPA, Project Manager and identified committee structure
- Identification of key risks and proposed mitigation measures

Phase2: Situational Analysis

This section must provide a detailed situational analysis plan of the entire study area. It must provide a detailed spatial analysis and synthesis including, but not limited to the following:

- Effectiveness of existing policies, plans, legislation on or affecting precinct plan
- Existing projects, programmes and initiatives on or affecting the study area
- Socio-economic analysis
- Bio-physical analysis
- Built environment analysis
- The effect and linkages between existing departmental and investment projects, programmes, and plans
- The identification of existing economic linkages
- Detailed GIS analytical analyses, including network analysis

Phase 3: Initial Concept and precinct Plan proposals

This phase should include a detailed indication of land uses and densities, existing and proposed built environment, movement, public spaces, services, public amenities, and infrastructure. A list of key interventions and projects including design interventions should also be part of this stage. Once the Draft Inception Plan is complete, participation and consultation of relevant stakeholders must be undertaken on the Draft Inception Plan.

Phase 4: Implementation Plan

The implementation plan must detail the action plan, process plan, timeframes, implementation model and priority projects. Including priority matrix for future ad hoc projects as and when identified. The action plan should indicate relevant stakeholders for each process of implementation and must include timeframes. The implementation Plan must also indicate areas where proposed infrastructure upgrade will take place with the budget and the phases.

Phase 5: Finalization and Adoption of each precinct plan

Report on amendments that were effected. Information and supporting documentation that may be relevant for development of the precinct plan and to establish and manage the precinct includes amongst other, the identification and/or analysis of:

- Existing precinct character
- Land attributes and constraints
- Geology and geotechnical characteristics
- Tourism
- Environmental hazards
- Public utility network
- Transport network
- Other critical infrastructure
- Relationship to SEZ/IDZ and city
- Proximity of water ways dams and other water resource infrastructure and suppliers
- Land use
- Publicly accessible open space and recreation areas, network/linkages
- Nature conservation areas
- Topography
- Hydrology

10 Legal review

A Proposal submitted by a Respondent will be subjected to review and acceptance or rejection of its proposed contractual terms and conditions by Transnet's Legal Counsel, prior to consideration for an award of business.

11 Security clearance

Acceptance of this bid could be subject to the condition that the Successful Respondent, its personnel providing the goods and its subcontractor(s) must obtain security clearance from the appropriate authorities to the level of CONFIDENTIAL/ SECRET/TOP SECRET. Obtaining the required clearance is the responsibility of the Successful Respondent. Acceptance of the bid is also subject to the condition that the Successful Respondent will implement all such security measures as the safe performance of the contract may require.

12 National Treasury’s Central Supplier Database

Respondents are required to self-register on National Treasury’s Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. Transnet is required to ensure that price quotations are invited and accepted from prospective bidders listed on the CSD. Business may not be awarded to a respondent who has failed to register on the CSD. Only foreign suppliers with no local registered entity need not register on the CSD. The CSD can be accessed at <https://secure.csd.gov.za/>.

For this purpose, the attached SBD 1 Form must be completed and submitted as a mandatory returnable document by the closing date and time of the bid.

13 Tax Compliance

Respondents must be compliant when submitting a proposal to Transnet and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).

It is a condition of this bid that the tax matters of the successful Respondents be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the Respondents tax obligations.

The Tax Compliance status requirements are also applicable to foreign Respondents/ individuals who wish to submit bids.

Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.

Transnet urges its clients, suppliers and the general public to report any fraud or corruption to

TIP-OFFS ANONYMOUS:



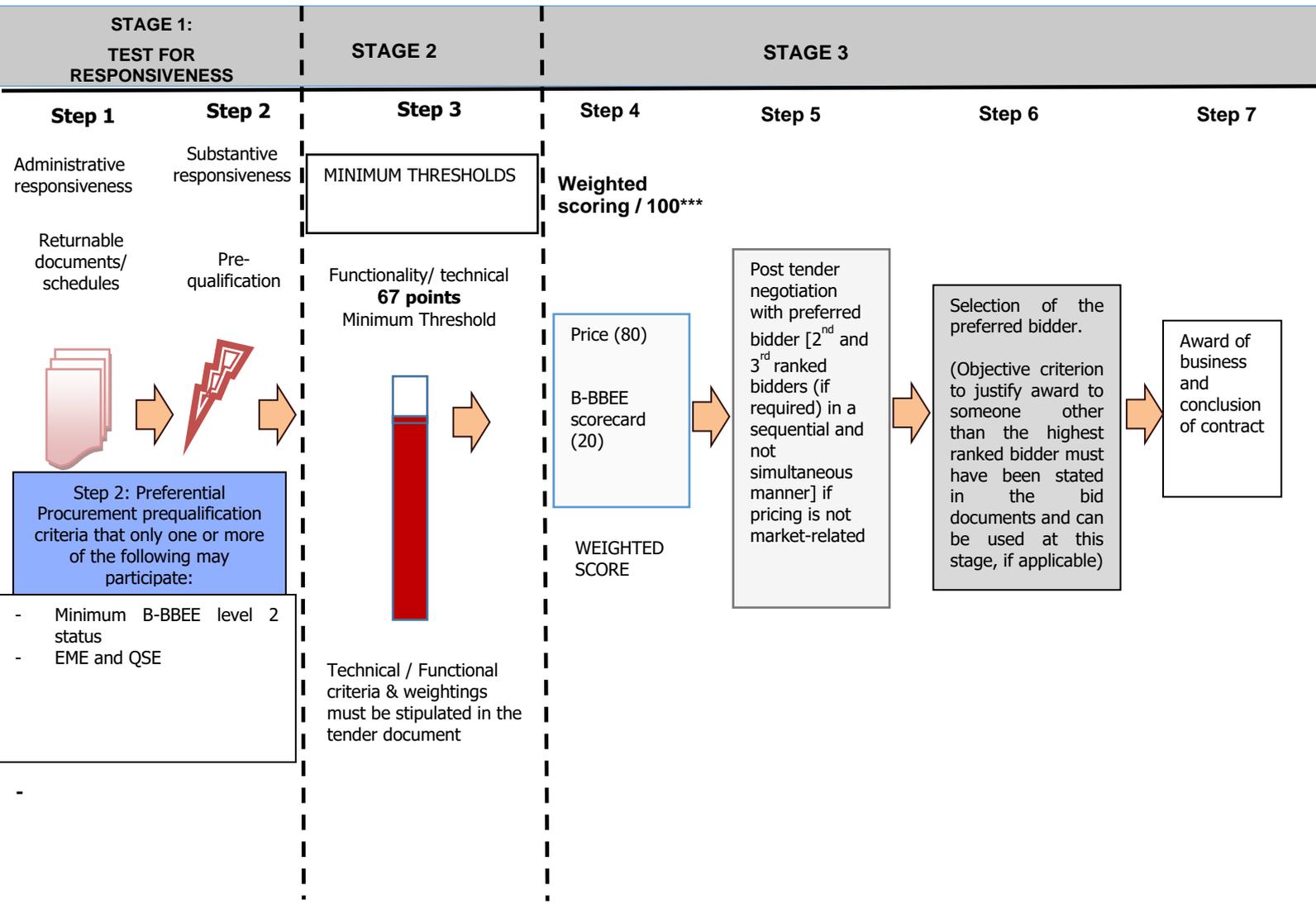
You can choose to be Anonymous or Non-Anonymous on ANY of the platforms
PLEASE RETAIN YOUR REFERENCE NUMBER

 <p>AI Voice BoT “Jack” Speak to our AI Voice Chat Bot “JACK”, you converse with him like chatting to a human, with the option to record a message and speak to an agent at anytime.</p>	 <p>What’s App Speak to an Agent via What’s App.</p>	 <p>Speak to an Agent Speak to an Agent via the platform with no call or data charge</p>	 <p>Telegram Speak to an Agent via Telegram</p>
 0800 003 056	 086 551 4153	 reportit@ethicshelpdesk.com	 *120*0785980808#

SECTION 3 EVALUATION METHODOLOGY, CRITERIA AND RETURNABLE DOCUMENTS

1 Evaluation Criteria [Indicate appropriate criteria - remove / add where necessary]

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



1.1 STEP ONE: Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

Administrative responsiveness check	RFQ Reference
• Whether the Bid has been lodged on time	
• Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time	<i>Section 3</i>
• Verify the validity of all returnable documents	<i>Section 3</i>
• Verify if the Bid document has been duly signed by the authorised respondent	<i>All sections</i>

The test for administrative responsiveness [Step One] must be passed for a Respondent's Proposal to progress to Step Two for further pre-qualification

1.2 STEP TWO: Test for Substantive Responsiveness to RFQ

The test for substantive responsiveness to this RFQ will include the following:

Check for substantive responsiveness	RFQ Reference
<ul style="list-style-type: none"> • Whether any general and legislation qualification criteria (excluding preferential procurement) set by Transnet, have been met 	<i>All sections</i>
<ul style="list-style-type: none"> • Whether the Bid contains a priced offer 	<i>Section 4 - Quotation Form</i>
<ul style="list-style-type: none"> • Whether the Bid materially complies with the scope and/or specification given 	<i>All Sections</i>
<ul style="list-style-type: none"> • Whether any set prequalification criteria for preferential procurement have been met: <ul style="list-style-type: none"> – Minimum BBBEE level 2 contributor. – EME and QSE 	<i>Section 2 - Paragraph 3</i>

The test for substantive responsiveness [Step Two] must be passed for a Respondent's proposal to progress to Step Three for further evaluation

1.3 STEP THREE: Minimum Threshold 67 points for Technical Criteria

The test for the Technical and Functional threshold will include the following:

Technical Evaluation Criteria	Requirements	Weight	Maximum Points
Experience of Tendering Entity	Bidder must show a track records of relevant Company Competency and Experience over the past 10 years. Alternatively, the bidder can submit the Letter of Award with the Completion Certificates. References and/or Completion Certificates submitted must have the following: 1) Description of works; 2) Project value; and 3) Project success.	10	40
	List of relevant projects in Port Planning and Development, and Land use Spatial Planning completed over the last 10 years.	20	
	Number. of Signed Reference letters from clients of previously completed relevant projects. (in client's letterhead).	10	
"Qualifications and demonstrated experience of the key staff (assigned personnel) in relation to the scope of work;"	Professional Engineer registered with ECSA, with a Master's degree in Port and Coastal Engineering and experience in land use spatial planning and port planning and development.	20	40
	Maritime economist/ Maritime specialist with the relevant qualification in Transport and Logistics and experience in planning with logistics and throughput modelling.	15	
	Professional Quantity Surveyor's with a Degree/B-tech in Quantity Surveying and experience in Planning and Development.	5	
Technical Proposal	Bidder must submit a method statement detailing the proposed approach for executing the works	10	20
	Bidder must submit an Organizational Chart in a (1) hierarchal structure detailing, (2) resource names, (3) role on the project	5	
	Bidder submits a (1) proposed Schedule (2) listing activities with durations and (3) must have logical sequencing.	5	
Total Weighting:			100
Minimum qualifying score required:			67

Note: Refer to annexure B – Detailed Technical Evaluation Criteria

Respondents are to note that Transnet will round off final technical scores to the nearest 2 (two) decimal places for the purposes of determining whether the technical threshold has been met.

The minimum threshold for technical/functionality [Step Three] must be met or exceeded for a Respondent's Proposal to progress to Step Four for final evaluation

1.4 STEP FOUR: Evaluation and Final Weighted Scoring

a) **Price Criteria** [Weighted score 80 points]:

Evaluation Criteria	RFP Reference
• Commercial offer	<i>Section 4</i>

Transnet will utilise the following formula in its evaluation of Price:

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

Where:

- P_s = Score for the Bid under consideration
 P_t = Price of Bid under consideration
 P_{\min} = Price of lowest acceptable Bid

b) **Broad-Based Black Economic Empowerment criteria** [Weighted score 20 points]

- B-BBEE - current scorecard / B-BBEE Preference Points Claims Form
- Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table indicated in B-BBEE Preference Points Claim Form.

1.5 STEP FIVE: Post Tender Negotiations (if applicable)

- Respondents are to note that Transnet may not award a contract if the price offered is not market-related. In this regard, Transnet reserves the right to engage in PTN with the view to achieving a market-related price or to cancel the tender. Negotiations will be done in a sequential manner i.e.:
 - first negotiate with the highest ranked bidder or cancel the bid, should such negotiations fail,
 - negotiate with the 2nd and 3rd ranked bidders (if required) in a sequential manner.
- In the event of any Respondent being notified of such short-listed/preferred bidder status, his/her bid, as well as any subsequent negotiated best and final offers (BAFO), will automatically be deemed to remain valid during the negotiation period and until the ultimate award of business.
- Should Transnet conduct post tender negotiations, Respondents will be requested to provide their best and final offers to Transnet based on such negotiations. Where a market related price has been achieved through negotiation, the contract will be awarded to the successful Respondent(s).

1.6 STEP SIX: Objective Criteria (if applicable)

Transnet reserves the right to award the business to the highest scoring bidder/s unless objective criteria justify the award to another bidder. The objective criteria Transnet may apply in this bid process include:

- Geographical location;
- all Risks identified during a risk assessment exercise/probity check (which may be conducted by an authorised third party) that would be done to assess all risks, including but not limited to:
 - the financial stability of the bidder based on key ratio analysis, which would include, but not be limited to Efficiency, Profitability, Financial Risk, Liquidity, Acid Test, and Solvency;
 - a due diligence to assess functional capability and capacity. This could include a site visit;
 - A commercial relationship with a Domestic Prominent Influential Person (DPIP) or Foreign Prominent Public Official (FPPO) or an entity of which such person or official is the beneficial owner; and
 - Reputational and Brand risks

1.7 STEP SEVEN: Award of business and conclusion of contract

- Immediately after approval to award the contract has been received, the successful or preferred bidder(s) will be informed of the acceptance of his/their Quotation by way of a Letter of Award. Thereafter the final contract will be concluded with the successful Respondent(s).
- Otherwise, a final contract will be concluded and entered into with the successful Bidder at the acceptance of a letter of award by the Respondent.

2 Validity Period

Transnet requires a validity period of 90 Business Days from the closing date of this RFQ, excluding the first day and including the last day.

Bidders are to note that they may be requested to extend the validity period of their bid, on the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful bidder(s), the validity of the successful bidder(s)' bid will be deemed to remain valid until a final contract has been concluded.

3 Disclosure of contract information**Prices Quoted**

Respondents are to note that, on award of business, Transnet is required to publish the tendered prices of the successful and unsuccessful Respondents *inter alia* on the National Treasury e-Tender Publication Portal, (www.etenders.gov.za), as required per National Treasury Instruction Note 01 of 2015/2016.

Johannesburg Stock Exchange Debt Listing Requirements

Transnet may also be required to disclose information relating to the subsequent contract i.e. the name of the company, goods/services provided by the company, the value and duration of the contract, etc. in compliance with the Johannesburg Stock Exchange (JSE) Debt Listing Requirements.

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 <i>(Complete with a "Yes" or "No")</i>						
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 into with DPIP or FPPO. This list will include successful Respondents, if applicable.

4 Returnable Documents

Returnable Documents means all the documents, Sections and Annexures, as listed in the tables below. There are three types of returnable documents as indicated below and Respondents are urged to ensure that these documents are returned with their bids based on the consequences of non-submission as indicated below:

Mandatory Returnable Documents	<i>Failure to provide all these Mandatory Returnable Documents at the Closing Date and time of this RFQ <u>will</u> result in a Respondent’s disqualification.</i>
Returnable Documents Used for Scoring	<i>Failure to provide all Returnable Documents used for purposes of scoring a bid, by the closing date and time of this bid will not result in a Respondent’s disqualification. However, Bidders will receive an automatic score of zero for the applicable evaluation criterion.</i>
Essential Returnable Documents	<i>Failure to provide essential Returnable Documents <u>will</u> result in Transnet affording Respondents a further opportunity to submit by a set deadline. Should a Respondent thereafter fail to submit the requested documents, this may result in a Respondent’s disqualification.</i>

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

a) Mandatory Returnable Documents

Respondents are required to submit with their bid submissions the following **Mandatory Returnable Documents**, and also to confirm submission of these documents by so indicating [Yes or No] in the tables below:

Mandatory Returnable Documents	Submitted [Yes or No]
SECTION 1: SBD1 Form	
SECTION 4 : Quotation Form	
Valid proof of Respondent's compliance to B-BBEE requirements stipulated in Section 7 of this RFQ.	

b) Returnable Documents Used for Scoring

In addition to the requirements of section (a) above, Respondents are further required to submit with their Proposals the following **Returnable Documents Used for Scoring** and also to confirm submission of these documents by so indicating [Yes or No] in the table below:

RETURNABLE DOCUMENTS USED FOR SCORING	SUBMITTED [Yes or No]

c) Essential Returnable Documents:

Over and the above the requirements of section (a) and (b) mentioned above, Respondents are further required to submit with their Proposals the following **Essential Returnable Documents** and also to confirm submission of these documents by so indicating [Yes or No] in the table below:

ESSENTIAL RETURNABLE DOCUMENTS & SCHEDULES	SUBMITTED [Yes or No]
In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement	
SECTION 3: Evaluation Methodology, Criteria and Returnable Documents	
SECTION 5: Certificate of Acquaintance with RFQ Documents	
SECTION 6: RFQ Declaration and Breach of Law Form	
SECTION 7: B-BBEE Preference Claim Form	
SECTION 8: Protection of Personal Information	

5 CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

The successful Respondent will be required to ensure the validity of all returnable documents, including but not limited to its valid proof of B-BBEE status, for the duration of any contract emanating from this RFQ. Should the Respondent be awarded the contract [**the Agreement**] and fail to present Transnet with such renewals as and when they become due, Transnet shall be entitled, in addition to any other rights and remedies that it may have in terms of the eventual Agreement, to terminate such Agreement immediately without any liability and without prejudice to any claims which Transnet may have for damages against the Respondent.

SECTION 4
QUOTATION FORM

I/We _____

hereby offer to supply the goods/services at the prices quoted in the Price Schedule below, in accordance with the conditions related thereto.

I/We agree to be bound by those terms and conditions in:

- the Standard RFQ Terms and Conditions for the Supply of Goods or Services to Transnet; and
- any other standard or special conditions embodied in this Request for Quotation.

I/We accept that unless Transnet should otherwise decide and so inform me/us, this Quotation [and, if any, its covering letter and any subsequent exchange of correspondence], together with Transnet’s acceptance thereof shall constitute a binding contract between Transnet and me/us. I/We further agree that if, after I/we have been notified of the acceptance of my/our Quotation, I/we fail to deliver the said goods/service/s within the delivery lead-time quoted, Transnet may, without prejudice to any other legal remedy which it may have, cancel the order and recover from me/us any expenses incurred by Transnet in calling for Quotations afresh and/or having to accept any less favourable offer.

Respondent’s Signature

Date & Company Stamp

Price Schedule

I/We quote as follows for the services, including VAT:

Item No.	Activity Description	Price (Excl VAT)
1	Site Evaluation	
1.1	Site Assessment & status quo report	
1.2	Cargo traffic demand forecast and logistics analysis	
2	Engineering Solution	
2.1	Scenario development and Port layout option analysis (incl. masterplans, cost estimates)	
2.2	Environmental and social evaluation of options	
2.3	Precinct Plan Reporting	
3	Skills Development - Develop a Skills Transfer Plan to be approved by the employer	
3.1	Undertake Skills transfer as per approved plan	
4	Disbursements	
4.1	Travelling	
4.2	Accommodation	
4.3	Other	
SUB TOTAL PRICE (EXCLUSIVE OF VAT & DISBURSMENTS)		
VAT 15% (if applicable)		
TOTAL DISBURSMENTS		
TOTAL INCLUSIVE OF VAT (where applicable)		

Respondent's Signature_____
Date & Company Stamp

Respondents are to note that Transnet will round off final pricing scores to the nearest 2 (two) decimal places.

Notes to Pricing:

- a) Respondents are to note that if the price offered by the highest scoring bidder is not market-related, Transnet may not award the contract to that Respondent. Transnet may-
- (i) negotiate a market-related price with the Respondent scoring the highest points or cancel the RFQ;
 - (ii) if that Respondent does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the second highest points or cancel the RFQ;
 - (iii) if the Respondent scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the third highest points or cancel the RFQ.

If a market-related price is not agreed with the Respondent scoring the third highest points, Transnet must cancel the RFQ.

- b) All Prices must be quoted in South African Rand, inclusive of VAT
- c) Any disbursement not specifically priced for will not be considered/accepted by Transnet.
- d) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being disqualified.
- e) Please note that should you have offered a discounted price(s), Transnet will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.

SECTION 5
CERTIFICATE OF ACQUAINTANCE WITH RFQ DOCUMENTS

By signing this certificate the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar with, and agrees with all the conditions governing this RFQ. This includes those terms and conditions contained in any printed form stated to form part hereof, including but not limited to the documents stated below. As such, Transnet will recognise no claim for relief based on an allegation that the Respondent overlooked any such term or condition or failed properly to take it into account in calculating tendered prices or any other purpose:

1. Transnet’s General Bid Conditions
2. Standard RFQ Terms and Conditions for the supply of Goods or Services to Transnet
3. Transnet’s Supplier Integrity Pact
4. Non-disclosure Agreement

Note: Should a Respondent be successful and awarded the bid, they will be required to complete a Supplier Declaration Form for registration as a vendor onto the Transnet vendor master database.

Should the Bidder find any terms or conditions stipulated in any of the relevant documents quoted in the RFQ unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Bid. 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. A material deviation from the Standard terms or conditions could result in disqualification.

Bidders accept that an obligation rests on them to clarify any uncertainties regarding any bid to which they intend to respond, before submitting the bid. The Bidder agrees that he/she will have no claim or cause of action based on an allegation that any aspect of this RFQ was unclear but in respect of which he/she failed to obtain clarity.

The bidder understands that his/her Bid will be disqualified if this Certificate of Acquaintance with RFQ documents included in the RFQ as a returnable document, is found not to be true and/ or complete in every respect.

SIGNED at _____ on this ____ day of _____ 20__

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT’S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

SECTION 6
RFQ DECLARATION AND BREACH OF LAW FORM

NAME OF ENTITY: _____

We _____ do hereby certify that:

1. Transnet has supplied and we have received appropriate responses to any/all questions [as applicable] which were submitted by ourselves for RFQ Clarification purposes;
2. We have received all information we deemed necessary for the completion of this Request for Quotation [**RFQ**];
3. We have been provided with sufficient access to the existing Transnet facilities/sites and all relevant information relevant to the Supply of the Goods as well as Transnet information and Employees, and have had sufficient time in which to conduct and perform a thorough due diligence of Transnet's operations and business requirements and assets used by Transnet. Transnet will therefore not consider or permit any pre- or post-contract verification or any related adjustment to pricing, service levels or any other provisions/conditions based on any incorrect assumptions made by the Respondent in arriving at his Bid Price.
4. At no stage have we received additional information relating to the subject matter of this RFQ from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the RFQ documents;
5. We have complied with all obligations of the Bidder/Supplier as indicated in the Transnet Supplier Integrity Pact which includes but are not limited to ensuring that we take all measures necessary to prevent corrupt practices, unfairness and illegal activities in order to secure or in furtherance to secure a contract with Transnet;
6. We are satisfied, insofar as our entity is concerned, that the processes and procedures adopted by Transnet in issuing this RFQ and the requirements requested from Bidders in responding to this RFQ have been conducted in a fair and transparent manner;
7. We declare that a family, business and/or social relationship **exists / does not exist** [delete as applicable] between an owner / member / director / partner / shareholder of our entity and an employee or board member of Transnet including any person who may be involved in the evaluation and/or adjudication of this Bid;
8. We declare that an owner / member / director / partner / shareholder of our entity **is / is not** [delete as applicable] an employee or board member of the Transnet;
9. In addition, we declare that an owner / member / director / partner / shareholder/employee of our entity **has / has not been** [delete as applicable] a former employee or board member of Transnet in the past 10 years. I further declare that if they were a former employee or board member of Transnet in the past 10 years that they **were/were not** involved in the bid preparation or had access to the information related to this RFQ; and
10. If such a relationship as indicated in paragraph 7, 8 and/or 9 exists, the Respondent is to complete the following section:

Respondent's Signature

Date & Company Stamp

FULL NAME OF OWNER/MEMBER/DIRECTOR/
PARTNER/SHAREHOLDER/EMPLOYEE:

ADDRESS:

Indicate nature of relationship with Transnet:

[Failure to furnish complete and accurate information in this regard will lead to the disqualification of a response and may preclude a Respondent from doing future business with Transnet]. Information provided in the declarations may be used by Transnet and/or its affiliates to verify the correctness of the information provided.

11. 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 entity in the forthcoming adjudication process, we shall notify Transnet immediately in writing of such circumstances.

BIDDER'S DISCLOSURE (SBD4)

12 PURPOSE OF THE FORM

12.1 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.

12.2 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.

13 Bidder's declaration

13.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state?

YES/NO

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

Full Name	Identity Number	Name of State institution

¹ 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.

13.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

YES/NO

13.2.1. If so, furnish particulars:

.....

13.3 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

13.3.1. If so, furnish particulars:

.....

14 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:

14.1 I have read and I understand the contents of this disclosure;

14.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

14.3 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 consortium² will not be construed as collusive bidding.

14.4 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.

² 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.

- 14.5 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.
- 14.6 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.
- 14.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 12, 13 and 14 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.

BREACH OF LAW

12. We further hereby certify that *I/we have/have not been* [delete as applicable] 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 Respondent is required to disclose excludes relatively minor offences or misdemeanours, e.g. traffic offences. This includes the imposition of an administrative fine or penalty.

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 Respondent from the bidding process, should that person or entity have been found guilty of a serious breach of law, tribunal or regulatory obligation.

SIGNED at _____ on this _____ day of _____ 20____

For and on behalf of _____ duly authorised hereto	AS WITNESS:
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	Registration No of Company/CC _____
Place:	Registration Name of Company/CC _____

SECTION 7

B-BBEE PREFERENCE POINTS CLAIM FORM

This preference form must form part of all bids invited. It contains general information and serves as a claim for preference points for Broad-Based Black Economic Empowerment [**B-BBEE**] Status Level of Contribution.

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

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

1.3 Either the 80/20 preference point system will be applicable to this tender.

1.4 Preference points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

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

1.7 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"** means:
- 1) B-BBEE status level certificate issued by an unauthorised body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act.
- (j) **"QSE"** means a Qualifying Small EEnterprise in terms of a Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (k) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

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

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

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

7	4
8	2
Non-compliant contributor	0

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

Enterprise	B-BBEE Certificate & Sworn Affidavit
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 .]
EME³	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.

5. BID DECLARATION

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

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

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

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

³ 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.

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

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

(Tick applicable box)

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

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraphs 4.1 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 4.1 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 the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis 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.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>ADDRESS</p> <p>.....</p>
--

SECTION 8**PROTECTION OF PERSONAL INFORMATION**

1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No.4 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. Transnet will process all information by the Respondent 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.

3. The Parties acknowledge and agree that, in relation to personal information that will be processed pursuant to this RFQ, the Responsible party is “Transnet” and the Data subject is the “Respondent”. Transnet will process personal information only with the knowledge and authorisation of the Respondent and will treat personal information 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.
4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this RFQ and the Respondent is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.
5. In responding to this bid, Transnet acknowledges that it will obtain and have access to personal information of the Respondent. Transnet agrees that it shall only process the information disclosed by Respondent in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law.
6. Transnet further agrees that in submitting any information or documentation requested in this RFQ, the Respondent is consenting to the further processing of their personal information for the purpose of, but not limited to, risk assessment, assurances, contract award, contract management, auditing, legal opinions/litigations, investigations (if applicable), document storage for the legislatively required period, destruction, de-identification and publishing of personal information by Transnet and/or its authorised appointed third parties.
7. Furthermore, Transnet will not otherwise modify, amend or alter any personal data submitted by the Respondent or disclose or permit the disclosure of any personal data to any third party without the prior written consent from the Respondent. Similarly, Transnet requires the Respondent to process any personal information disclosed by Transnet in the bidding process in the same manner.
8. Transnet 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 this RFQ (physically, through a computer or any other form of electronic communication).

9. Transnet shall notify the Respondent in writing of any unauthorised access to information, 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 Respondent must take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and to restore the integrity of the affected personal information as quickly as is possible.
10. The Respondent may, in writing, request Transnet to confirm and/or make available any personal information in its possession in relation to the Respondent and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA. The Respondent may further request that Transnet correct (excluding critical/mandatory or evaluation information), delete, destroy, withdraw consent or object to the processing of any personal information relating to the Respondent in Transnet's possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations.
11. In submitting any information or documentation requested in this RFQ, the Respondent is hereby consenting to the processing of their personal information for the purpose of this RFQ and further confirming that they are aware of their rights in terms of Section 5 of POPIA

Respondents are required to provide consent below:

YES		NO	
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12. Further, the Respondent declares that they have obtained all consents pertaining to other data subject's personal information included in its submission and thereby indemnifying Transnet against 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 the Respondent submitted.
13. The Respondent declares that the personal information submitted for the purpose of this RFQ is complete, accurate, not misleading, is up to date and may be updated where applicable.

Signature of Respondent's authorised representative: _____

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

SCOPE OF WORK FOR THE APPOINTMENT OF QUALIFIED SERVICE PROVIDERS TO PREPARE PRECINCT PLANS FOR THE EAST BANK, WEST BANK & GATELY AREA IN THE PORT OF EAST LONDON

Financial Year (2022/2023)

EAST BANK, WEST BANK AND GATELY PRECINCT PLANS

1 PURPOSE

Transnet National Ports Authority (TNPA), Port of East London invites qualified service providers to submit proposals to develop three individual precinct plans for:

- The East Bank Precinct;
- The West Bank Precinct; and
- Gately Precinct

This project is aligned with the strategic objectives of the Port Development Framework Plans (PDFPs) as outlined in Section 11 of the National Ports Act of 2005. In the tender submission, the Service Provider is required to formally submit:

- A quotation explicitly indicating the cost and time required to undertake the Scope of Work;
- An inception report defining how the specific goals that are set out in this document will be achieved; and
- A mentorship program addressing skills transfer to the TNPA project team that shall consist of engineering staff.
- Provide a vision and framework for co-ordinating both public and private investment and directing the physical development and management.

- Guide on projects to inform on decision making on planning, urban design, architectural and financial levels. To identify model for each capital project which could be accessed for implementation.

2 EXECUTIVE SUMMARY

TNPA has a mandate to plan and remain relevant to the needs of the South African economy to provide infrastructure ahead of demand. The mandate is enforced to ensure the efficient and economic functioning of the ports under its jurisdiction. This includes the provision of a Port Development Framework Plan (PDFP) and Precinct Plans that address port infrastructure, land use in the ports, road and rail access, and other services.

Precinct Plans, additionally, address operational constraints and long-term capacity solutions for the required land and supporting port infrastructure. Precinct Plans are sought to address the rationalisation of the port by providing attractive investments and increasing throughput in the area. Furthermore, Precinct Plans detail a higher level of the PDFP and ensures that the precinct contributes to the economic functioning of the port by identifying the key development areas for dedicated future land use.

3 BACKGROUND AND PROBLEM STATEMENT

PDFPs are periodically prepared which inform how investments are made at all commercial ports in South Africa and communicate the vision of the ports. The PDFPs cover infrastructure plans over the short term (10 years), medium term (10-30 years), and long-term (beyond 30 years) period. These plans, thus, provide an overall layout of development from a broader perspective.

The objective is to create Precinct Plans to assist the Port of East London to plan a particular geographical area in the port and in so doing, to include detailed traffic management, urban design alignments, and road alignments.

Precinct Planning would offer TNPA Port Management better capacity management and strategic planning across the port system. Benefits for the ports would include better use of terminal capacity, re-rationalisation of redundant spaces in the port, and detailed planning to improve efficiencies.

Site Location:

The Port of East London is a general cargo port serving the border region and central interior. Currently, the port handles primarily containers, motor vehicles, and liquid bulk. Non-freight traffic and activities

in the port include ship repairs, passenger liners, leisure craft, and a small waterfront. Figure 1 below shows the precincts that comprise the port, along with the “use/purpose” of each operational area.

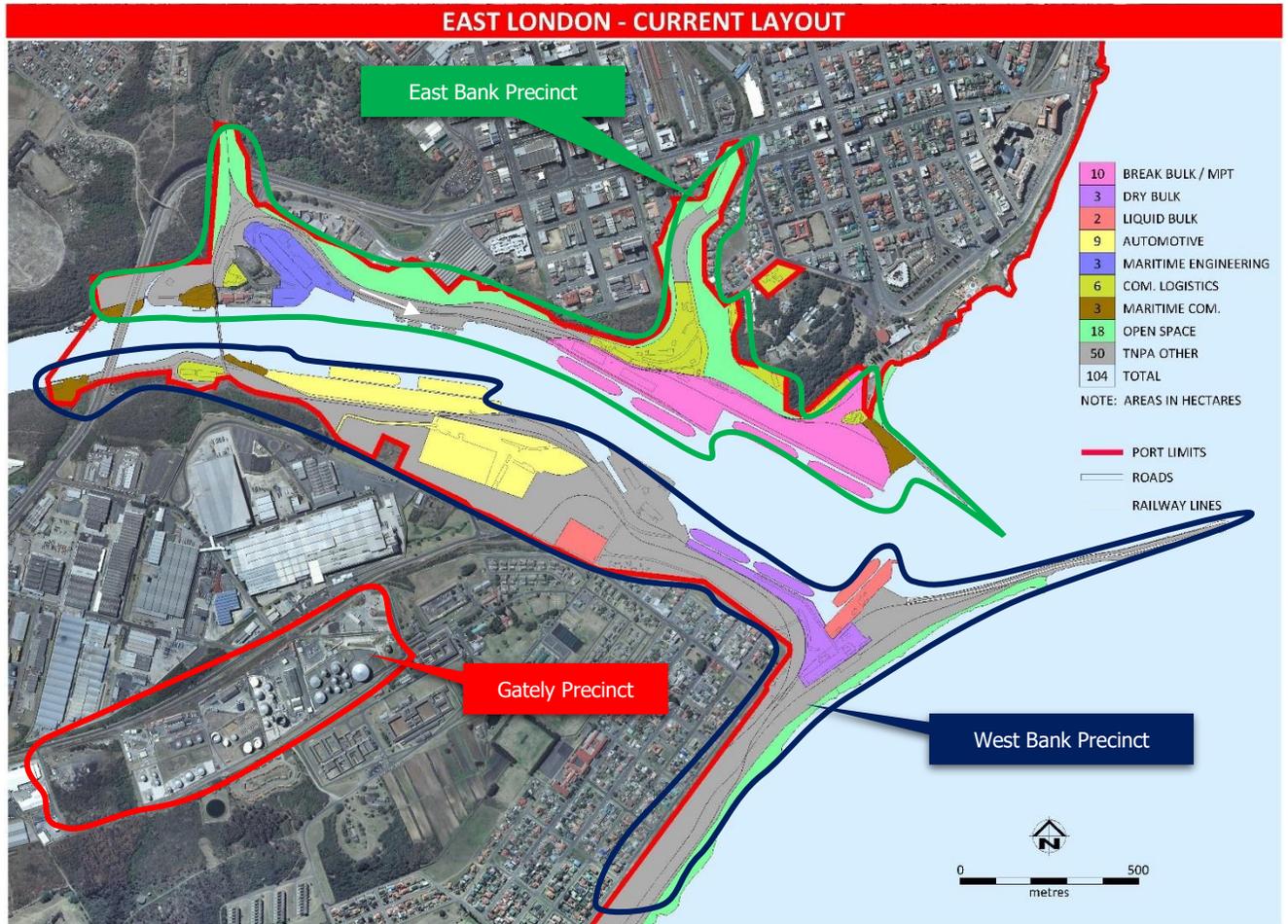


Figure 1: Port of East London land use layout

3.1 East Bank

3.1.1 Precinct Overview

The East Bank has a total quay length of 1288m (including C berth) and an area of approximately 26ha with a total cargo storage area of 8ha. The water depths at berths range from - 8.5m to -10.7m CD. There is road and rail connectivity to this area. The present use of the East Bank is listed below:

- Container terminal.
- Break-bulk terminal

- Port Operational Craft berths and facilities.
- Railway line that runs throughout the entire precinct.
- The recently refurbished customs building which has been registered by the South African Heritage Resource Agency (SAHRA).
- Port Administration Building
- Port Security Offices and Control Room
- The port control building is on the hill above the container terminal.
- Recreational beach (Orient Beach)

3.1.2 Container Terminal

The container terminal is situated on the East Bank along quay 6 (berths K and L). The concrete block quay wall has a total length of 506m and a depth of -10.7m CD. The terminal has an installed capacity of 100 000 TEUs/year. There are no gantry cranes, and all cargo is loaded and unloaded with ships gear. Straddle carriers and a forklift are used to handle the containers in the stacking area. The container stacking area is limited in its total land area and the number of containers that can be stacked vertically (2 high). This subsequently limits the terminal capacity. To compensate for this, the break-bulk storage area behind berth I is often used for stacking containers. The terminal has 52 reefer slots. The terminal has an installed capacity of 100 000 TEUs/year. There is direct rail connectivity, however, containers are transported inland via road through the Central Business District (CBD) which causes significant traffic congestion. Buildings in the container terminal include a combi control tower and a straddle carrier workshop.

3.1.3 Break-bulk Terminal

The break-bulk terminal is along Berths F, G, and I (quays 3 and 4). The concrete block work quay wall has a total length of 488m, and the berth water depths vary between -8.5m and -9.8m CD. Storage space is limited and is often shared with the container terminal. The two storage sheds, F and G, have a total area of 4 000 m² and are in poor condition, which requires maintenance. Furthermore, the sheds are elevated from the quayside level and ramps to the sheds restrict the cargo flow. There are no quay cranes and cargo are handled with ships gear. The terminal has an installed capacity of 570 000 tons/year. There is road and rail connectivity to this terminal.

There is also Quay 3, which is a mass concrete structure. This quay includes berths F and G, and is sometimes used to accommodate passenger cruise liners as there is no dedicated passenger terminal at the port. Due to the seasonal and infrequent passenger vessel calls a dedicated passenger terminal is not justifiable.

3.1.4 Ship Repair

Ship repair facilities include a 200m long dry dock on the East Bank that can accommodate vessels up to 160m long and with a beam of up to 25m. The available landside area adjacent to the drydock is approximately 4980 m^2 . The dry dock is operated by TNPA but all maintenance and repair work is done by private contractors. Buildings in this area include a mechanical workshop (shop 17), which is under-utilised as well as the marine dry dock workshop.

3.1.5 Operational Craft

The port's operational crafts, which consist of 2 tugs and 1 pilot boat, are accommodated at berth C, which is a 192m long concrete caisson quay wall with a depth of -10.7 m CD. The available back of the quay area is 0.8ha in extent.

3.1.6 Leisure Craft

Leisure craft and related facilities are accommodated in different areas around the port. These areas include the National Sea Rescue Institute (NSRI). This volunteer organisation has a base inland of the N2 bridge. Additionally, next to the NSRI, is the East London Ski Boat club. The East London Yacht club has a clubhouse and boat ramp at the root of the northern breakwater.

3.1.7 Waterfront

Latimer's Landing is a waterfront complex situated adjacent to the dry dock and has an area of 1 ha. It previously had a 130m long timber decked wharf along the water's edge. This wharf was condemned and closed in 2010. The timber structure was later demolished in 2020 and it is only a few piles that

remain. Several small crafts used to berth along the wharf, which added to the waterfront ambiance. 0.5 ha of parking is available between the waterfront and dry dock.

Specific goals for the East Bank Precinct Plan include but are not limited to:

- Define baseline characteristics of the existing port by defining all issues relevant to the planning process;
- Undertake a demand forecasting exercise to determine the volumes of cargo traffic likely to pass through the Port of East London;
- Port layout options or berth development plans taking cognisance of the volume forecasts, vessel sizes, and traffic implications;
- Investigate the option of the development of a new container terminal within the port's existing physical boundaries to cater to deeper draft vessels and to provide additional capacity for the port to accommodate the Automotive Industry and other break-bulk commodities;
- Investigate contributing factors (infrastructure, operations, and equipment) that can assist with optimising cargo operations in this precinct;
- The Service Provider is to investigate how international landlord port authorities compare to TNPA in effectively managing break-bulk/container operations to provide high-quality service experience;
- Investigate stack capacity for the container terminal and other options for increasing stacking area;
- Investigate the possibility of the removal of the F and G sheds on the break-bulk terminal and the capacity this would create for open storage;
- Investigate how the Dry Dock area can be developed into a world-class repair area;
- The Service Provider is to undertake a demand forecast for the continuation of the dry dock business, in doing so, a vessel forecast must be conducted to ascertain the size of vessels that will call to the port's dry dock;
- On a global scale, the Service Provider is to investigate the competing business of ship repair and boat building in African ports. In doing so, the service provider is to prepare options for marketing the Port of East London as the preferred port of call for ship repair and building;

- The Service Provider is to determine the dry dock's berthing capacity, frequency of utilisation, and future requirements for the success of the dock.
- Conduct a capacity analysis and investigate the demand for shipbuilding or training facilities;
- The Service Provider is to conduct research to determine what other commodities are best suited to be handled in the respective precincts; and
- Provide a waterfront phased development.

3.2 West Bank

3.2.1 Precinct Overview

The West Bank precinct boasts a multi-level parkade, representing the importance of the motor industry in the port business handling over 100 000 units/year. Adjacent to the motor vehicle terminal is a ship repair yard with an area of 2.5 ha and includes warehouses and a slipway. The infrastructure in this area is in very poor condition and is of historical significance. There is road and rail connectivity to this area. This precinct also includes a dry bulk terminal and a liquid bulk terminal, a Rowing Club, and the Buffalo River Yacht club. The present use of the West Bank is listed below:

- Motor vehicle terminal.
- The Buffalo River Yacht club and small craft moorings.
- Liquid-bulk terminal.
- Dry-bulk (grain) terminal and storage.
- Vacant land (previously used for scrap steel stockpile and handling).
- Rail shunting yard.
- Manufacture and storage of Dolos units before they are placed on the breakwater.

3.2.2 Motor Vehicle Terminal

The motor vehicle terminal is situated on the West Bank along berths R and N. The total quay length is 547m with depths of between -8.5m to -10.7m CD. The car terminal has 2254 ground parking bays. The terminal also has a four-story parking garage with 2 800 parking bays this parking garage can be extended to eight levels with a total storage capacity of 7 000 units. The building also houses offices

for the terminal operator. Currently, the Port of East London car terminal has an installed capacity (i.e. the total volume of automotive units the port can handle with its current infrastructure) of 163 200 units/year and its throughput is between 110 000 and 120 000 units/year. The main automotive manufacturer using the port is Mercedes Benz SA (MBSA) who have a dedicated road between the motor vehicle terminal and their factory. This terminal has both road and rail connectivity.

3.2.3 Dry-bulk Terminal

The Dry-bulk terminal is on the West Bank along berths S and T. The quay wall which is a concrete block structure against a rock face is 388m long and has a depth of -10.7m CD. There are silos with a storage capacity of 76 000 tonnes. Terminal equipment includes a conveyor belt and 4 grabs and hoppers for imports. There is rail and road connectivity for transporting goods to and from the terminal. The terminal capacity is 984 000 tons/year.

3.2.4 Liquid-bulk Terminal

Liquid bulk is handled at the Tanker Berth on the West Bank which has a quay length of 259m and depth of -10.7m CD. The tank farm, which forms part of the Gately Precinct, has 17ha of land and the farm is operated by various oil companies. The bulk liquid is pumped from the vessel via pipelines to the tank farm. The installed capacity is 3 000 000 KL/year. The tank farm has both rail and road connectivity however the rail is seldom used.

Specific goals for the West Bank Precinct Plan include but are not limited to:

- Desktop investigation of the suitability/assessment of the marine infrastructure to handle the current and future cargo demand destined to this precinct. The marine infrastructure should include quays, channel width, depth, quay furniture, and quay operating equipment. This desktop study shall also include benchmarking against world trends;
- The Service Provider to investigate contributing factors (infrastructure/operations) that can assist with optimising operations in this precinct;
- Rail adequacy and capacity analysis for the possible management of automotives;
- Development of land use options for the area between S berth and R berth to best accommodate imports and exports generated from the Industrial Development Zone (IDZ); and

- Investigate the option of handling coal or any sustainable area thereof.

3.3 Gately Precinct

The tank farm occupies an area of 22ha with a liquid-bulk storage capacity of 207 739 Kl. The tank farm is operated by BPSA, Astron Energy, Engen, and Total SA. The bulk liquid is pumped from the vessel via pipelines to the tank farm. The tank farm has both rail and road connectivity however the rail is seldom used. The present use of the Gately Precinct is singularly for the storage of liquid bulk.

Specific goals for the Gately Precinct Plan include but is not limited to:

- The Service Provider is to undertake a demand forecast and conduct a capacity analysis over the short, medium, and long-term period;
- Determine the current storage capacity;
- Assess and give recommendations for tank farm improvements and possible expansion; and
- Assess the current pipeline capacity and provide options for increasing the capacity of the line in the future.

SCOPE OF WORKS

The Service Provider shall provide a detailed report, in which they feedback on each precinct is given detailing its strengths, weaknesses, opportunities, and threats. These precincts must not be considered in isolation in order to create a port that allows for optimal operations while also satisfying the “Smart Peoples Port Vision”.

The scope covered in the Precinct Plan of the three areas includes the following components:

- Collect and evaluate all relevant information for the study including demand forecasts, port berthing capacity, landside capacity, and requirements and planning for each precinct;
- Evaluate and integrate previously compiled overarching planning documents into this plan;
- Collect and evaluate all relevant information for the study including demand forecasts, port berthing capacity and requirements, and planning for each precinct;
- Conduct a capacity analysis for berth, land, and gate capacity;

- Analyze the current precincts to determine whether the arrangement is suitable for port operations of the specific cargo type.
- Identify the spatial structure and land use, current leases, opportunities/strategy, constraints, and challenges associated with each precinct and provide mitigation measures;
- Evaluate and propose the infrastructural requirements (berth, landside storage, road, rail, water, stormwater, sewer, electricity) for implementing such recommendations and provide budgetary projections based on scenario planning recommendations.
- Research Socio-Economic aspects based on scenario planning recommendations.
- The Precinct Plan must provide conceptual development, spatial development guidelines, principles, parameters, and standards that will allow for sound decision-making on land use management of the port in the short (10 years), medium (10-30 years) and long term (beyond 30 years);
- Formulate an Implementation Plan to guide the development for each area as determined by the Precinct Plan;
- Intergrade and convey all information spatially on one (1) map along with goals and recommendations;
- Traffic analysis and gate capacities.
- The Precinct Plan must be aligned to the Port of East London's Port Development Framework (PDFP).

The following 5 critical milestone/phases shall be achieved in preparing each Precinct Plan:

- **Phase 1:** Inception
- **Phase2:** Situational Analysis
- **Phase 3:** Initial Concept and precinct Plan proposals
- **Phase 4:** Implementation Plan
- **Phase 5:** Finalization and Adoption of each precinct plan

Phase 1: Inception

An inception plan lay the foundation for formulation of the precinct plan must be submitted to TNPA within 30 days from signed agreement and must address the following:

Effect of existing policies, plans, legislation on or affecting the precinct plan:

- Confirmation of the names of the project team members who will be involved in the project;
- Detailed tasks/activities to be carried out and allocation of time per task/activity;
- Confirmation of the project timeframes;
- Stakeholder participation/consultation plan;
- A schedule of project meetings for feedback/progress reporting to TNPA, Project Manager and identified committee structure
- Identification of key risks and proposed mitigation measures

Phase2: Situational Analysis

This section must provide a detailed situational analysis plan of the entire study area. It must provide a detailed spatial analysis and synthesis including, but not limited to the following:

- Effective of existing policies, plans, legislation on or affecting precinct plan
- Existing projects, programmers and initiatives on or affecting the study area
- Socio-economic analysis
- Bio-physical analysis
- Built environment analysis
- The effect and linkages between existing departmental and investment projects, programmes, and plans
- The identification of existing economic linkages
- Detailed GIS analytical analyses, including network analysis

Phase 3: Initial Concept and precinct Plan proposals

This phase should include a detailed indication of land uses and densities, existing and proposed built environment, movement, public spaces, services, public amenities, and infrastructure. A list of key interventions and projects including design interventions should also be part of this stage. Once the Draft Inception Plan is complete, participation and consultation of relevant stakeholders must be undertaken on the Draft Inception Plan.

Phase 4: Implementation Plan

The implementation plan must detail the action plan, process plan, timeframes, implementation model and priority projects. Including priority matrix for future ad hoc projects as and when identified. The action plan should indicate relevant stakeholders for each process of implementation and must include timeframes. The implementation Plan must also indicate areas where proposed infrastructure upgrade will take place with the budget and the phases.

Phase 5: Finalization and Adoption of each precinct plan

Report on amendments that were effected. Information and supporting documentation that may be relevant for development of the precinct plan and to establish and manage the precinct includes amongst other, the identification and/or analysis of:

- Existing precinct character
- Land attributes and constraints
- Geology and geotechnical characteristics
- Tourism
- Environmental hazards
- Public utility network
- Transport network
- Other critical infrastructure
- Relationship to SEZ/IDZ and city
- Proximity of water ways dams and other water resource infrastructure and suppliers

- Land use
- Publicly accessible open space and recreation areas, network/linkages
- Nature conservation areas
- Topography
- Hydrology

4 REPORT STRUCTURE

A well-structured report with a logical sequence describing existing baseline conditions, the methodology, analysis, conclusions, and recommendations, which includes and is not limited to the following deliverables:

- Provide geographical layouts of precincts;
- Unpack terminal leasing arrangements in precinct considering strategic planning issues, including cargo type and forecasted leasing proposals and timeframes;
- Unpack the physical infrastructure implications on Precinct Plans (short, medium, and long term);
- Determine if re-rationalisation or spatial re-layout of the precincts is needed factoring leases and traffic management. This objective must include the provision of financial implications on the changes that are provided as implementable solutions;
- Urban design, signage, traffic management implications on the precincts, road, rail and conveyors, and pipelines. Where necessary, the service provider must make provision in their proposal for physical observations of traffic to enable planning based on recent traffic trends in and around the port;
- Determine outputs for capacity management (short, medium and long term);
- Capital Expenditure (CAPEX) implications in the precincts (short, medium and long term); and
- Action plans for the next 10 years.
- All supporting assumptions, calculations, and source files to be submitted to TNPA in both soft and 2 hard copy formats. Such reports are to be bound.

- Any assumption and decision register are to be submitted to TNPA for approval on a weekly basis or as and when required.
- Summarised Excel calculations of all capacities that enable TNPA to change variables to amend calculations.
- Urban Design Framework (3D Graphic presentation) of the study area and proposed intervention.
- An interim report must be submitted upon completion of each task/milestone, followed by a comprehensive final report upon completion the precinct plan.
- Specialist reports from the relevant project team specialist, reflecting the findings from the following required assessments:
 - Assessment of natural environment constraints and consideration
 - Assessment of Socio-economic profiling of the study area
 - Assessment of the performance of the property market in each precinct as wells as attraction and retention of investment in the area.
 - Assessment of transport network traffic flows (traffic flows and desire lines and capacity of roads and other transportation infrastructure in relation to traffic flows and desire lines)
 - Assessment of all service infrastructure future needs and requirements according to spatial proposals
- GIS data and Shape files of all work completed must at a standard acceptable to TNPA

5 DATA PROVIDED BY THE CLIENT

The client shall provide information as required or requested to further their understanding of the issue.

This will include the -:

- Port Development Framework Plan;
- Demand forecast, achieved volumes;
- AutoCAD drawings of the study area, where available; and

- Leasing timeframes, where applicable.

6 OUTCOMES

The deliverables, together with the specific goals covered under sections 5 and 6 of this report, will enable the port to plan and budget for any future work required that will contribute to optimizing the Ports' business, attracting new business, and improving socioeconomic factors in the Eastern Cape. It will assist in planning and managing lease agreements thereby ensuring proper land use management. Dividing the port into precincts will offer better capacity management and strategic planning for the port in the short, medium, and long term. In addition, the following is anticipated with the development of precinct plans:

- Better use of Terminal Capacity;
- Re-Rationalisation of redundant spaces in the port; and
- Detailed planning to improve efficiency and attract investment in precincts that require rationalisation.

This report will also be shared with Buffalo City Metropolitan Municipality (BCMM), Government Departments, Parastatal and other State-Owned Enterprises for the purpose of general information. TNPA will reserve the right to amend, modify and or withdraw from the document without prior notice and a disclaimer in line with this must be included in the document.

7 PRESENTATION & FORMAT OF KEY DELIVERABLES

The Service Provider responsible for this project must conduct fortnightly meetings (I.e. Conduct meetings every 2 weeks) with the TNPA project team. A draft report and final report will be presented to the TNPA project team and the TNPA Port leadership team. The presentations are to be in the TNPA corporate format.

The Microsoft Word version of the report and PDF report format along with AutoCad drawings and all Excel data sheets that feed into the study must be handed to the Client upon close-off. Additionally, three (3) hard copies of the report and soft copies of the report along with data used/developed are expected to be handed over to the Client on close out of the project.

8 SKILLS TRANSFER

Transnet is highly dedicated to training internal Engineers and has made it a requirement that all external engineering contractors be willing to share their skills and knowledge. This initiative is to ensure that internal capacity is built. It is expected that the Service Provider will train a Transnet Engineer throughout the period of the contract. A detailed training programme must be developed by the Service Provider within the first week of appointment for on-the-job training. This training programme must focus on the fundamentals of port planning, coastal engineering, and traffic management. Cost of the skills transfer must be included when submitting the quotation by the service provider.

9 PRELIMINARY MILESTONES FOR THE DEVELOPMENT OF PRECINCT PLANS

Collection of data, evaluating data, planning, optioneering, drafting, costing and all other milestones leading to the final Precinct Report should be completed within 5 months from the date of acceptance of the contract.

A fixed cost proposal with a detailed cost breakdown structure of the project proposal is required. The project cost must include VAT (Added to the total cost and not per line item), all professional fees, disbursements, and specialist input. A breakdown of the project cost should be provided in phases and payment for each phase will be affected in accordance with the finalization of each phase.

ANNEXURE B - TECHNICAL EVALUATION SCORE-CARD

THE DEVELOPMENT OF PRECINCT PLANS FOR THE PORT OF EAST LONDON.						
Technical Evaluation Sheet						
Column1	Column2	Column3	Column4	Column5	Column6	Column7
Nr	Category	Total Weight	Weight	Requirements	Type of Proof / Detail to be submitted	Model Answer
	Scope of Work: Evaluation Criteria					3 =The bidder has excellent solutions to requirements 2 - Meets critical requirements 1 - Partially meets requirements 0 - Company can not meet, high risk
1	Experience of Tendering Entity	40				Model Answer
			10	Bidder must show a track records of relevant Company Competency and Experience over the past 10 years. Alternatively, the bidder can submit the Letter of Award with the Completion Certificates. References and/or Completion Certificates submitted must have the following: 1) Description of works; 2) Project value; and 3) Project success.	Average value of relevant projects undertaken in the past 10 years	Greater than R2mil = 3 Less than R2mil but greater than R1mil = 2 Less than R1mil = 1 Tenderer failed to provide information = 0
			20		List of relevant projects in Port Planning and Development, and Land use Spatial Planning completed over the last 10 years.	7 and more relevant projects = 3 5 relevant projects = 2 3 relevant projects =1 No relevant projects = 0
			10		No. of Signed Reference letters from clients of previously completed relevant projects. (in client's letterhead).	7 reference letters = 3 5 reference letters = 2 3 reference letters = 1 no reference letter = 0
2	Qualifications and demonstrated experience of the key staff (assigned personnel) in relation to the scope of work;	40				Model Answer
			20	Bidder qualifications and demonstrated experience of the key	Professional Engineer registered with ECSA, with a Master's degree in Port and Coastal Engineering and experience in land use spatial planning and port planning and development.	10 or more yrs relevant experience=3 5-9 yrs relevant experience =2 2-4 yrs relevant experience =1 Less than 2 yrs relevant experience or has failed to provide information = 0
			15		Maritime economist/ Maritime specialist with the relevant qualification in Transport and Logistics and experience in planning with logistics and throughput modelling.	5 yrs or more = 3 3-4 yrs experience = 2 1-2 yrs experience = 1 Less than 1 yrs or has failed to provide information = 0
			5		Professional Quantity Surveyor's with a Degree/Btech in Quantity Surveying and experience in Planning and Development.	5 yrs or more = 3 3-4 yrs experience = 2 1-2 yrs experience = 1 Less than 1 yrs or has failed to provide information = 0
3	Technical Proposal	20				Model Answer
			10	The Method Statement must include the following as a minimum: 1) Be aligned with the Scope of Work (Works Information); 2) Exhibit a clear understanding of the project and have shown correct sequencing with a concise Method Statement for all activities incorporating best practices.	Bidder must submit a method statement detailing the proposed approach for executing the works	Detailed approach aligned to the scope of work = 3 Limited detail of approach, omitting some of the project deliverables = 2 Copy and paste of the scope of work or unclear detail of approach = 1 No submission = 0
			5		Bidder must submit an Organizational Chart in a (1) hierarchal structure detailing, (2) resource names, (3) role on the project	Met all requirements = 3 Met 2 requirements = 2 Met 1 requirement = 1 No submission = 0
			5		Bidder submits a (1) proposed Schedule (2) listing activities with durations and (3) must have logical sequencing.	Met all requirements = 3 Met 2 requirements = 2 Met 1 requirement = 1 No submission = 0
		100	100			



NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made between

Transnet SOC Ltd [Transnet] [Registration No. 1990/000900/30]

whose registered office is at 49th Floor, Carlton Centre, 150 Commissioner Street, Johannesburg 2001,

and

the Company as indicated in the RFP bid response hereto

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 Bid 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** 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 Bid or for the subsequent performance of any contract between the parties in relation to the Bid.
- 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 Bid 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 Bid 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 Bid 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 Bid 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 Bid 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.

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GENERAL BID CONDITIONS

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1 DEFINITIONS

Where the following words or phrases are used in this Agreement, such words or phrases shall have the meaning assigned thereto in this clause, except where the context clearly requires otherwise:

- 1.1 **Bid** shall mean a Respondent's tendered response / proposal to a Transnet RFP or RFQ;
- 1.2 **Bid Document(s)** shall mean a reference to a Request for Proposal or Request for Quotation;
- 1.3 **Business Day** shall mean any day other than a Saturday, Sunday or public holiday;
- 1.4 **Goods** shall mean the goods required by Transnet as specified in its Bid Document;
- 1.5 **Parties** shall mean Transnet and the Respondents to a Bid Document;
- 1.6 **Respondent(s)** shall mean a respondent/bidder to a Bid Document;
- 1.7 **RFP** shall mean Request for Proposal;
- 1.8 **RFQ** shall mean Request for Quotation;
- 1.9 **RFX** shall mean RFP or RFQ, as the case may be;
- 1.10 **Services** shall mean the services required by Transnet as specified in its Bid Document;
- 1.11 **Service Provider or Supplier** shall mean the successful Respondent;
- 1.12 **Tax Invoice** shall mean the document as required by Section 20 of the Value-Added Tax Act, 89 of 1991, as may be amended from time to time;
- 1.13 **Transnet** shall mean Transnet SOC Ltd, a State Owned Company; and
- 1.14 **VAT** shall mean Value-Added Tax in terms of the Value-Added Tax Act, 89 of 1991, as may be amended from time to time.

2 GENERAL

All Bid Documents and subsequent contracts and orders shall be subject to the following general conditions as laid down by Transnet and are to be strictly adhered to by any Respondent to this RFX.

3 SUBMITTING OF BID DOCUMENTS

- 3.1 A Bid, which shall hereinafter include reference to an RFP or RFQ, shall be submitted to Transnet no later than the closing date and time specified in accordance with the directions issued in the Bid Documents. Late Bids will not be considered.
- 3.2 The Bid Documents must be completed in their entirety and Respondents are required to complete and submit their Bid submissions by uploading them into the system against each tender selected. The bidder guide can be found on the Transnet Portal transnetetenders.azurewebsites.net.

4 USE OF BID FORMS

- 4.1 Where special forms and/or formats are issued by Transnet for the submission of Bids, Respondents are required to submit their Bids by completion of the appropriate sections on such official forms and/or formats and not in other forms and/or formats or documents bearing their own terms and conditions of contract. Non-compliance with this condition may result in the rejection of a Bid.
- 4.2 Respondents must note that the original Bid forms and/or formats must be completed for submission.
- 4.3 Only if insufficient space has been allocated to a particular response may a Respondent submit additional information under separate cover using the Company's letterhead. This must be duly cross-referenced in the RFX.

5 BID FEES

A bid fee is not applicable. The Bid Documents may be downloaded directly from National Treasury's e-Tender Publication Portal at www.etenders.gov.za and may also be downloaded from the Transnet website at www.transnet.net free of charge.

6 VALIDITY PERIOD

- 6.1 The Respondents must hold their Bid valid for acceptance by Transnet at any time within the requested validity period after the closing date of the bid.
- 6.2 Respondents may be requested to extend their validity period for a specified additional period. In such instances, Respondents will not be allowed to change any aspect of their Bid, unless they are able to demonstrate that the proposed change/s is as a direct and unavoidable consequence of Transnet's extension of the validity period.

7 SITE VISITS / BRIEFING SESSIONS

Respondents may be requested to attend a site visit or briefing session where it is necessary to view the site in order to prepare their Bids, or where Transnet deems it necessary to provide Respondents with further information to allow them to complete their Bids properly. Where such visits or sessions are indicated as compulsory in the RFX Document, Respondents are obliged to attend these meetings as failure to do so will result in their disqualification.

8 CLARIFICATION BEFORE THE CLOSING DATE

Should clarification be required on any aspect of the Bid before the closing date, the Respondent must upload questions onto the Transnet e-Tender Submission Portal or direct such queries to the contact person listed in the RFX Document in the stipulated manner.

9 COMMUNICATION AFTER THE CLOSING DATE

After the closing date of a Bid (i.e. during the evaluation period) the Respondent may only communicate with the contact person listed in the RFX Document.

10 UNAUTHORISED COMMUNICATION ABOUT BIDS

Respondents may at any time communicate with the contact person listed in the RFX Document on any matter relating to its Bid but, in the absence of written authority from the delegated individual (BEC chairperson), no communication on a question affecting the subject of a Bid shall take place between Respondents or other potential service providers or any member of the Bid Adjudication Committee or official of Transnet during the period between the closing date for the receipt of the Bid and the date of the notification of the successful Respondent(s). A Bid, in respect of which any such unauthorised communication has occurred, may be disqualified.

11 RETURNABLE DOCUMENTS

All returnable documents listed in the RFX Documents must be submitted with Respondent's Bid. Failure to submit mandatory returnable schedules / documents will result in disqualification. Failure to submit other schedules / documents may result in disqualification.

12 DEFAULTS BY RESPONDENTS

If the Respondent, after it has been notified of the acceptance of its Bid fails to:

- 12.1 enter into a formal contract when called upon to do so within such period as Transnet may specify; or
- 12.2 accept an order in terms of the Bid;
- 12.3 furnish satisfactory security when called upon to do so for the fulfilment of the contract; or
- 12.4 comply with any condition imposed by Transnet,

Transnet may, in any such case, without prejudice to any other legal remedy which it may have, proceed to accept any other Bid or, if it is necessary to do so, call for Bids afresh, and may recover from the defaulting Respondent any additional expense incurred by Transnet in calling for new offers or in accepting a less favourable offer.

13 CURRENCY

All monetary amounts referred to in a Bid response must be in Rand, the currency of the Republic of South Africa [**ZAR**], save to the extent specifically permitted in the RFP.

14 PRICES SUBJECT TO CONFIRMATION

Prices which are quoted subject to confirmation will not be considered.

15 ALTERATIONS MADE BY THE RESPONDENT TO BID PRICES

All alterations made by the Respondent to its Bid price(s) prior to the submission of its Bid Documents must be done by deleting the incorrect figures and words where required and by inserting the correct figures and words against the items concerned. All such alterations must be initialled by the person who signs the Bid Documents. Failure to observe this requirement may result in the particular item(s) concerned being excluded in the matter of the award of the business.

16 EXCHANGE AND REMITTANCE

- 16.1 The Respondent should note that where the whole or a portion of the contract or order value is to be remitted overseas, Transnet shall, if requested to do so by the Supplier/Service Provider, effect payment overseas directly to the foreign principal or manufacturer of such percentage of the contract or order value as may be stipulated by the Respondent in its Bid Documents.
- 16.2 It is Transnet's preference to enter into Rand-based agreements. Transnet would request, therefore, that the Respondent give favourable consideration to obtaining forward exchange cover on the foreign currency portion of the Agreement at a cost that is acceptable to Transnet to protect itself against any currency rate fluctuation risks for the duration of any resulting contract or order.
- 16.3 The Respondent who desires to avail itself of the aforementioned facility must at the time of bidding furnish the information called for in the Exchange and Remittance section of the Bid Documents and also furnish full details of the principals or manufacturer to whom payment is to be made.
- 16.4 The South African Reserve Bank's approval is required before any foreign currency payments can be made to or on behalf of Respondents.
- 16.5 Transnet will not recognise any claim for adjustment of the order and/or contract price if the increase in price arises after the date on which the Goods/Services were to be delivered, as set out in the order and/or contract, or any subsequent agreement between the parties.
- 16.6 Transnet reserves the right to request a pro-forma invoice/tax invoice in order to ensure compliance with the contract and Value-Added Tax Act no. 89 of 1991 [VAT Act].

17 ACCEPTANCE OF BID

- 17.1 Upon the acceptance of a Bid by Transnet, the parties shall be bound by these General Bid Conditions and any contractual terms and/or any schedule of "Special Conditions" or otherwise which form part of the Bid Documents.
- 17.2 Where the Respondent has been informed by Transnet of the acceptance of its Bid, an email communication that has been successfully sent to the Respondent shall be regarded as proof of delivery to the Respondent 1 day after the date of submission.

18 NOTICE TO UNSUCCESSFUL RESPONDENTS

- 18.1 Unsuccessful Respondents shall be advised in writing that their Bids have not been accepted as soon as possible after the closing date of the Bid. On award of business to the successful Respondent all unsuccessful Respondents must be informed of the name of the successful Respondent and of the reason as to why their Bids had been unsuccessful.

19 TERMS AND CONDITIONS OF CONTRACT

- 19.1 The Supplier/Service Provider shall adhere to the Terms and Conditions of Contract issued with the Bid Documents, together with any schedule of "Special Conditions" or otherwise which form part of the Bid Documents.
- 19.2 Should the Respondent find any conditions unacceptable, it should indicate which conditions are unacceptable and offer amendments/ alternatives by written submission on a company letterhead. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed amendments /alternative(s) are acceptable or otherwise, as the case may be. Respondents will be afforded an opportunity to withdraw an unacceptable deviation, failing which the respondent will be disqualified.

20 CONTRACT DOCUMENTS

- 20.1 The contract documents will comprise these General Bid Conditions, the Terms and Conditions of Contract and any schedule of "Special Conditions" which form part of the Bid Documents.
- 20.2 The abovementioned documents together with the Respondent's Bid response will constitute the contract between the parties upon receipt by the Respondent of Transnet's letter of acceptance, subject to all additional amendments and/or special conditions thereto as agreed to by the parties.
- 20.3 Should Transnet inform the Respondent that a formal contract will be signed, the abovementioned documents together with the Respondent's Bid response [and, if any, its covering letter and any subsequent exchange of correspondence] as well as Transnet's Letter of Acceptance, shall constitute a binding contract until the final contract is signed.

21 LAW GOVERNING CONTRACT

The law of the Republic of South Africa shall govern the contract created by the acceptance of a Bid. The *domicilium citandi et executandi* shall be a place in the Republic of South Africa to be specified by the Respondent in its Bid at which all legal documents may be served on the Respondent who shall agree to submit to the jurisdiction of the courts of the Republic of South Africa. A foreign Respondent shall, therefore, state in its Bid the name of its authorised representative in the Republic of South Africa who is empowered to sign any contract which may be entered into in the event of its Bid being accepted and to act on its behalf in all matters relating to the contract.

22 IDENTIFICATION

If the Respondent is a company, the full names of the directors shall be stated in the Bid. If the Respondent is a close corporation, the full names of the members shall be stated in the Bid. If the Respondent is a partnership or an individual trading under a trade name, the full names of the partners or of such individual, as the case may be, shall be furnished.

23 RESPONDENT'S SAMPLES

- 23.1 If samples are required from Respondents, such samples shall be suitably marked with the Respondent's name and address, the Bid number and the Bid item number and must be despatched in time to reach the addressee as stipulated in the Bid Documents on or before the closing date of the Bid. Failure to submit samples by the due date may result in the rejection of a Bid.
- 23.2 Transnet reserves the right to retain samples furnished by Respondents in compliance with Bid conditions.
- 23.3 Payment will not be made for a successful Respondent's samples that may be retained by Transnet for the purpose of checking the quality and workmanship of Goods/Services delivered in execution of a contract.
- 23.4 If Transnet does not wish to retain unsuccessful Respondents' samples and the Respondents require their return, such samples may be collected by the Respondents at their own risk and cost.

24 SECURITIES

- 24.1 The successful Respondent, when called upon to do so, shall provide security to the satisfaction of Transnet for the due fulfilment of a contract or order. Such security shall be in the form of a Deed of Suretyship [Deed of Suretyship] furnished by an approved bank, building society, insurance or guarantee corporation carrying on business in South Africa.
- 24.2 The security may be applied in whole or part at the discretion of Transnet to make good any loss or damage which Transnet may incur in consequence of a breach of the contract or any part thereof.
- 24.3 Such security, if required, shall be an amount which will be stipulated in the Bid Documents.
- 24.4 For the purpose of clause 24.124.1 above, Transnet will supply a Deed of Suretyship form to the successful Respondent for completion and no guarantee in any other form will be accepted. A copy of such form will be supplied to Respondents on request. For this purpose a Deed of Suretyship form will be provided which shall be completed and returned to Transnet or a designated official by the successful Respondent within 30 [thirty] calendar days from the date of the letter of acceptance. No payment will be made until the form, duly completed, is delivered to Transnet. Failure to return the Deed of Suretyship within the prescribed time shall, save where prior extension has been granted, entitle Transnet without notice to the Supplier/Service Provider to cancel the contract with immediate effect.
- 24.5 Additional costs incurred by Transnet necessitated by reason of default on the part of the Supplier/Service Provider in relation to the conditions of this clause 244 will be for the account of the Supplier/Service Provider.

25 PRICE AND DELIVERY BASIS FOR GOODS

- 25.1 Unless otherwise specified in the Bid Documents, the prices quoted for Goods must be on a Delivered Duty Paid [latest ICC Incoterms] price basis in accordance with the terms and at the delivery point or

points specified in Transnet's Bid Documents. Bids for supply on any other basis of delivery are liable to disqualification. The lead time for delivery stated by the Respondent must be inclusive of all non-working days or holidays, and of periods occupied in stocktaking or in effecting repairs to or overhauling plant, which would ordinarily occur within the delivery period given by the Respondent.

25.2 Respondents must furnish their Bid prices in the Price Schedule of the Bid Documents on the following basis:

- a) Local Supplies - Prices for Goods to be manufactured, produced or assembled in the Republic of South Africa, or imported supplies held in South Africa, to be quoted on a Delivered RSA named destination basis.
- b) Imported Supplies - Prices for Goods to be imported from all sources to be quoted on a Delivered Duty Paid [latest ICC Incoterms] basis, to end destination in South Africa, unless otherwise specified in the Bid Price Schedule.

26 EXPORT LICENCE

The award of a Bid for Goods to be imported may be subject to the issue of an export licence in the country of origin or supply. If required, the Supplier/Service Provider's manufacturer or forwarding agent shall be required to apply for such licence.

27 QUALITY OF MATERIAL

Unless otherwise stipulated, the Goods offered shall be NEW i.e. in unused condition, neither second-hand nor reconditioned.

28 VALUE-ADDED TAX

28.1 In respect of local supplies, i.e. Goods to be manufactured, produced or assembled in the Republic of South Africa, or imported supplies held or already in transit to South Africa, the prices quoted by the Respondent are to be inclusive of VAT which must be shown separately at the standard rate on the Tax Invoice.

28.2 In respect of foreign Services rendered:

- a) the invoicing by a South African Service Provider on behalf of its foreign principal rendering such Service represents a Service rendered by the principal; and
- b) the Service Provider's Tax Invoice(s) for the local portion only [i.e. the "commission" for the Services rendered locally] must show the VAT separately.

29 IMPORTANT NOTICE TO RESPONDENTS REGARDING PAYMENT

29.1 Method of Payment

- a) The attention of the Respondent is directed to the Terms and Conditions of Contract which set out the conditions of payment on which Bid price(s) shall be based.
- b) However, in addition to the foregoing the Respondent is invited to submit offers based on alternative methods of payment and/or financing proposals.
- c) The Respondent is required to give full particulars of the terms that will be applicable to its alternative offer(s) and the financial merits thereof will be evaluated and taken into consideration when the Bid is adjudicated.

- d) The Respondent must, therefore, in the first instance, tender strictly in accordance with clause 29.1 (a) above. Failure to comply with clause 29.1 (a) above may preclude a Bid from further consideration.

NOTE: The successful Respondent [the **Supplier/Service Provider**] shall, where applicable, be required to furnish a guarantee covering any advance payments.

29.2 Conditional Discount

Respondents offering prices which are subject to a conditional discount applicable for payment within a specific period are to note that the conditional period will be calculated as from the date of receipt by Transnet of the Supplier/Service Provider's month-end statement reflecting the relevant Tax Invoice(s) for payment purposes, provided the conditions of the order or contract have been fulfilled and the Tax Invoice is correct in all respects as referred to in the contract or order. Incomplete and/or incorrect Tax Invoices shall be returned and the conditional period will be recalculated from the date of receipt of the correct documentation.

30 CONTRACT QUANTITIES AND DELIVERY REQUIREMENTS

30.1 Contract Quantities

- a) It must be clearly understood that although Transnet does not bind itself to purchase a definitive quantity under any contract which may be entered into pursuant to this Bid, the successful Respondent nevertheless undertakes to supply against the contract such quantities as may be ordered against the contract, which orders are posted or delivered by hand or transmitted electronically on or before the expiry date of such contract.
- b) It is furthermore a condition that Transnet will not accept liability for any material/stocks specially ordered or carried by the Respondent with a view to meeting the requirements under any such contract.
- c) The estimated planned quantities likely to be ordered by Transnet per annum are furnished in relevant section of the Bid Documents. For avoidance of doubt the estimated quantities are estimates and Transnet reserves the right to order only those quantities sufficient for its operational requirements.

30.2 Delivery Period

- a) **Period Contracts and Fixed Quantity Requirements**

It will be a condition of any resulting contract/order that the delivery period embodied therein will be governed by the provisions of the Terms and Conditions of Contract.
- b) **Progress Reports**

The Supplier/Service Provider may be required to submit periodical progress reports with regard to the delivery of the Goods/Services.
- c) **Emergency Demands as and when required**

If, due to unforeseen circumstances, supplies of the Goods/Services covered by the Bid are required at short notice for immediate delivery, the Supplier/Service Provider will be given first right of refusal for such business. If it is unable to meet the desired critical delivery period, Transnet reserves the right to purchase such supplies as may be required to meet the emergency outside the contract if immediate delivery can be offered from any other source.

The *Total or Partial Failure to Perform the Scope of Supply* section in the Terms and Conditions of Contract will not be applicable in these circumstances.

31 PLANS, DRAWINGS, DIAGRAMS, SPECIFICATIONS AND DOCUMENTS

31.1 Copyright

Copyright in plans, drawings, diagrams, specifications and documents compiled by the Supplier/Service Provider for the purpose of contract work shall be governed by the Intellectual Property Rights section in the Terms and Conditions of Contract.

31.2 Drawings and specifications

In addition to what may be stated in any Bid Document, the Respondent should note that, unless notified to the contrary by Transnet or a designated official by means of an official amendment to the Bid Documents, it is required to tender for Goods/Services strictly in accordance with the drawings and/or specifications supplied by Transnet, notwithstanding that it may be aware that alterations or amendments to such drawings or specifications are contemplated by Transnet.

31.3 Respondent's drawings

Drawings required to be submitted by the Respondent must be furnished before the closing time and date of the Bid. The non-receipt of such drawings by the appointed time may disqualify the Bid.

31.4 Foreign specifications

The Respondent quoting for Goods/Services in accordance with foreign specifications, other than British and American standards, is to submit translated copies of such specifications with the Bid. In the event of any departures or variations between the foreign specification(s) quoted in the Bid Documents, full details regarding such departures or variations must be furnished by the Respondent in a covering letter attached to the Bid. Non-compliance with this condition may result in disqualification.

32 BIDS BY OR ON BEHALF OF FOREIGN RESPONDENTS

32.1 Bids submitted by foreign principals may be forwarded directly by the principals or by its South African representative or agent to the designated official of Transnet according to whichever officer is specified in the Bid Documents.

32.2 In the case of a representative or agent, written proof must be submitted to the effect that such representative or agent has been duly authorised to act in that capacity by the principal. Failure to submit such authorisation by the representative or agent shall disqualify the Bid.

32.3 When legally authorised to prepare and submit Bids on behalf of their principals not domiciled in the Republic of South Africa, representatives or agents must compile the Bids in the names of such principals and sign them on behalf of the latter.

32.4 South African representatives or agents of a successful foreign Respondent must when so required enter into a formal contract in the name of their principals and must sign such contract on behalf of the latter. In every such case a legal Power of Attorney from their principals must be furnished to Transnet by the South African representative or agents authorising them to enter into and sign such contract.

a) Such Power of Attorney must comply with Rule 63 (Authentication of documents executed outside the Republic for use within the Republic) of the Uniform Rules of Court: Rules

regulating the conduct of the proceedings of the several provincial and local divisions of the Supreme Court of South Africa.

- b) The Power of Attorney must be signed by the principal under the same title as used in the Bid Documents.
 - c) If a Power of Attorney held by the South African representative or agent includes matters of a general nature besides provision for the entering into and signing of a contract with Transnet, a certified copy thereof should be furnished.
 - d) The Power of Attorney must authorise the South African representative or agent to choose the *domicilium citandi et executandi*.
- 32.5 If payment is to be made in South Africa, the foreign Supplier/Service Provider [i.e. the principal, or its South African agent or representative], must notify Transnet in writing whether, for payment by electronic funds transfer [EFT]:
- a) funds are to be transferred to the credit of the foreign Supplier/Service Provider's account at a bank in South Africa, in which case the name and branch of such bank shall be furnished; or
 - b) funds are to be transferred to the credit of its South African agent or representative, in which case the name and branch of such bank shall be furnished.
- 32.6 The attention of the Respondent is directed to clause 24 above [Securities] regarding the provision of security for the fulfilment of contracts and orders and the manner and form in which such security is to be furnished.

33 DATABASE OF RESTRICTED SUPPLIERS

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 Bid shall be awarded to a Bidder 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 Bidder should it be established, at any time, that a bidder has been restricted with National Treasury by another government institution.

34 CONFLICT WITH ISSUED RFX DOCUMENT

- 34.1 Should a conflict arise between these General Bid Conditions and the issued RFX document, the conditions stated in the RFX document shall prevail.

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