



Transnet National Ports Authority

an Operating Division of **TRANSNET SOC LTD**

Registration No. 1990/000900/30

REQUEST FOR PROPOSAL [RFP]

PRE-FEASIBILITY STUDIES FOR THE ENTRANCE CHANNEL WIDENING & DEEPENING, ISLAND VIEW BASIN, PIER 1 CONTAINER TERMINAL, INFILL DCT BASIN AND NEW MAYDON WHARF CONTAINER TERMINAL FOR THE PORT OF DURBAN

RFP Number	:	TNPA/2024/01/0007/54253/RFP
Issue Date:	:	28 March 2024
Compulsory Clarification Meeting	:	08 April 2024
Closing Date:	:	29 April 2024
Closing Time:	:	16h00
Bid Validity Period:	:	12 weeks from Closing Date

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The Tender

Part T1: Tendering Procedures

T1.1 Tender Notice and Invitation



NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2024/01/0007/54253/RFP

DESCRIPTION OF THE SERVICES: PRE-FEASIBILITY STUDIES FOR THE ENTRANCE CHANNEL WIDENING & DEEPENING, ISLAND VIEW BASIN, PIER 1 CONTAINER TERMINAL, INFILL DCT BASIN AND NEW MAYDON WHARF CONTAINER TERMINAL FOR THE PORT OF DURBAN

T1.1 TENDER NOTICE AND INVITATION TO TENDER

SECTION 1: NOTICE TO TENDERERS

1. INVITATION TO TENDER

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

DESCRIPTION	PRE-FEASIBILITY STUDIES FOR THE ENTRANCE CHANNEL WIDENING & DEEPENING, ISLAND VIEW BASIN, PIER 1 CONTAINER TERMINAL, INFILL DCT BASIN AND NEW MAYDON WHARF CONTAINER TERMINAL FOR THE PORT OF DURBAN
TENDER DOWNLOADING	This Tender may be downloaded directly from the National Treasury eTender Publication Portal at www.etenders.gov.za and the Transnet website at https://transnetetenders.azurewebsites.net (please use Google Chrome to access Transnet link) FREE OF CHARGE.

COMPULSORY TENDER CLARIFICATION MEETING	<p>A Compulsory Tender Clarification Meeting will be conducted at 237 Mahatma Gandhi Road, Queens Warehouse, Durban on the 08 April 2024, at 12h30 for a period of ± 2 (two) hours. [Tenderers to provide own transportation and accommodation].</p> <p>The Compulsory Tender Clarification Meeting will start punctually, and information will not be repeated for the benefit of Tenderers arriving late.</p>
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NATIONAL PORTS AUTHORITY

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	<p>A Site visit/walk will take place, tenderers are to note:</p> <ul style="list-style-type: none"> • Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats. • Tenderers without the recommended PPE will not be allowed on the site walk. • Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyser testing. • All forms of firearms are prohibited on Transnet properties and premises. • The relevant persons attending the meeting must ensure that their identity documents, passports or driver's licences are on them for inspection at the access control gates. <p>Certificate of Attendance in the form set out in the Returnable Schedule T2.2-02 hereto must be completed and submitted with your Tender as proof of attendance is required for a compulsory site meeting and/or tender briefing.</p> <p>Tenderers are required to bring this Returnable Schedule T2.2-02 to the Compulsory Tender Clarification Meeting to be signed by the <i>Employer's</i> Representative.</p> <p>Tenderers failing to attend the compulsory tender briefing will be disqualified.</p>
<p>CLOSING DATE</p>	<p>16h00 on 29 April 2024</p> <p>Tenderers must ensure that tenders are uploaded timeously onto the system. If a tender is late, it will not be accepted for consideration.</p>



2. TENDER SUBMISSION

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

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

Log on to the Transnet eTenders management platform website

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

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

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

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

3. CONFIDENTIALITY

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



4. DISCLAIMERS

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

- 4.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.
- 4.2. Not necessarily accept the lowest priced tender or an alternative Tender;
- 4.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;
- 4.4. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract;
- 4.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 4.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;
- 4.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;
- 4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);
- 4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.
- 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.
- 4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998,



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as amended. Tenderers are required to indicate in tender returnable on T2.2-23], [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.

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

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

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

6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

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

Transnet urges its clients, suppliers and the general public

to report any fraud or corruption to

TIP-OFFS ANONYMOUS: 0800 003 056 OR Transnet@tip-offs.com

“HOW TO” GUIDE FOR BIDDERS

REGISTER ON ETENDER PORTAL

ACCESS TENDERS

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

TENDERERS TO NOTE WHEN UPLOADING DOCUMENTS TO ONLY USE ALPHA NUMERIC AND NO SPECIAL CHARACTERS TO BE USED

Go to Google Chrome



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



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



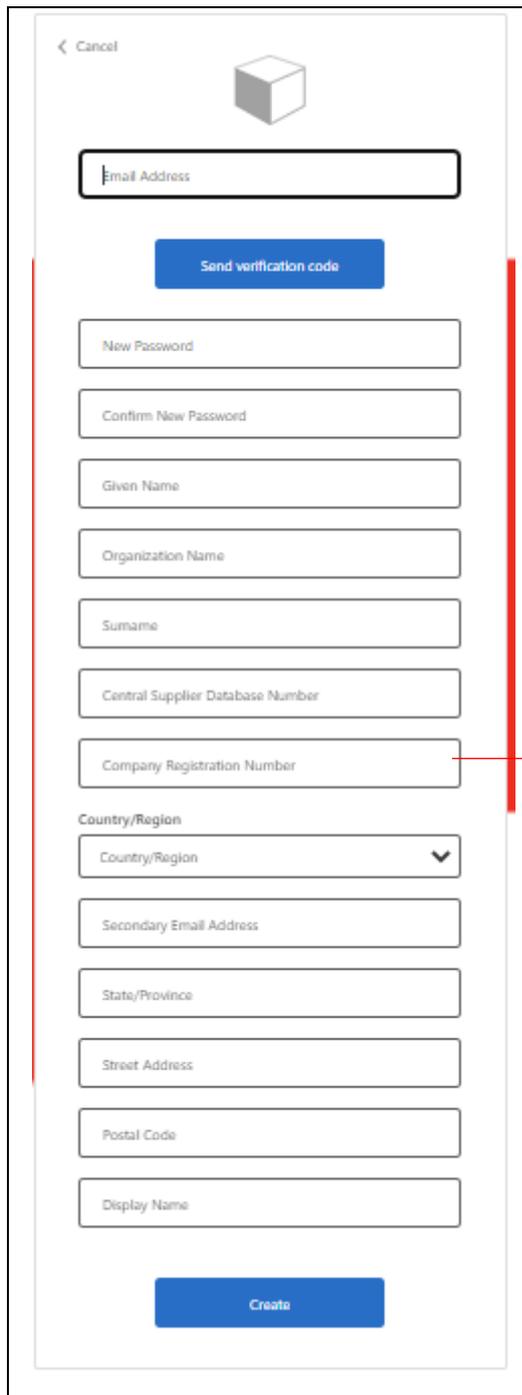
Sign in with your email address

[Forgot your password?](#)

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

If not already registered, click on Sign up now.

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



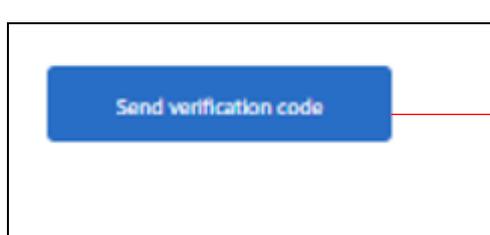
The image shows a mobile registration form with the following fields and buttons:

- Cancel (top left)
- 3D cube icon (top center)
- Email Address (text input)
- Send verification code (blue button)
- New Password (text input)
- Confirm New Password (text input)
- Given Name (text input)
- Organization Name (text input)
- Surname (text input)
- Central Supplier Database Number (text input)
- Company Registration Number (text input)
- Country/Region (dropdown menu)
- Secondary Email Address (text input)
- State/Province (text input)
- Street Address (text input)
- Postal Code (text input)
- Display Name (text input)
- Create (blue button)

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

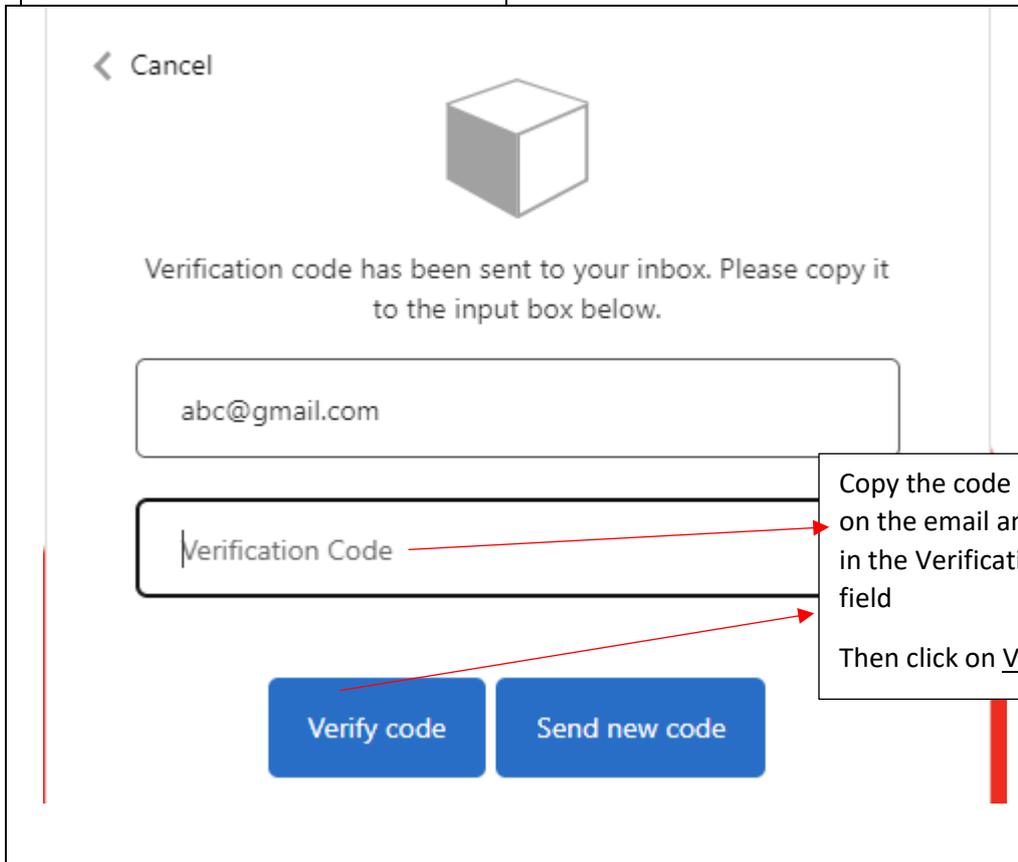
VERY IMPORTANT: Each field needs to be completed and not to be left blank

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



Send verification code

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



< Cancel



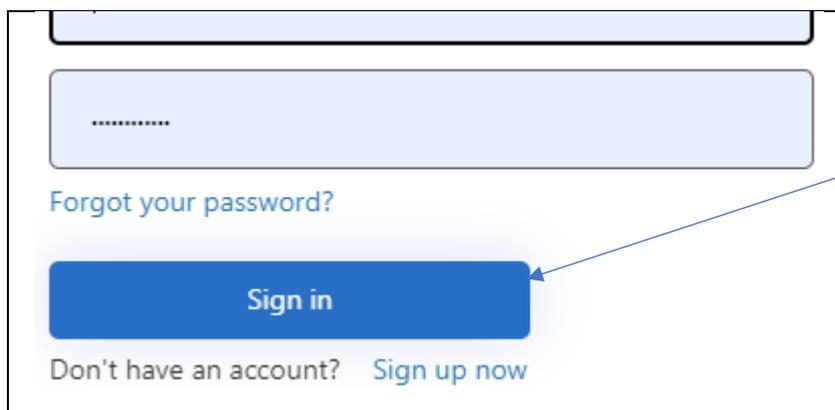
Verification code has been sent to your inbox. Please copy it to the input box below.

abc@gmail.com

Verification Code

Verify code Send new code

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



.....

Forgot your password?

Sign in

Don't have an account? Sign up now

Then click on Sign in

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

TRANSNET



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

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

To become a Transnet supplier, please respond to the tender requirements as stipulated. Ensure that all information is completed before submission with the requested documentation. Transnet will assess whether your business complies with certain preset standards which are required in order to supply certain items or services.

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

ADVERTISED TENDERS

To view / search for tenders, click on **ADVERTISED TENDERS**

Open Tenders Other Tenders

Show entries Search:

Reference Number	Tender Name	Description	Briefing Session	Closing Date	Tender Status
------------------	-------------	-------------	------------------	--------------	---------------

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

File Message Help Tell me what you want to do

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

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

SRV-TCC-Etender
To noreply@transnet.net

This message was sent with Low importance.

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

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

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

Kind Regards,
Transnet eTenders

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

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

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

ADVERTISED TENDERS

Open Tenders Other Tenders

Show entries Search:

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

When signed in, select "ADVERTISED TENDERS".

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

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

ADVERTISED TENDERS

Open Tenders Other Tenders

Show entries Search:

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

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

ADVERTISED TENDERS

Open Tenders Other Tenders

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

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

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

ADVERTISED TENDERS

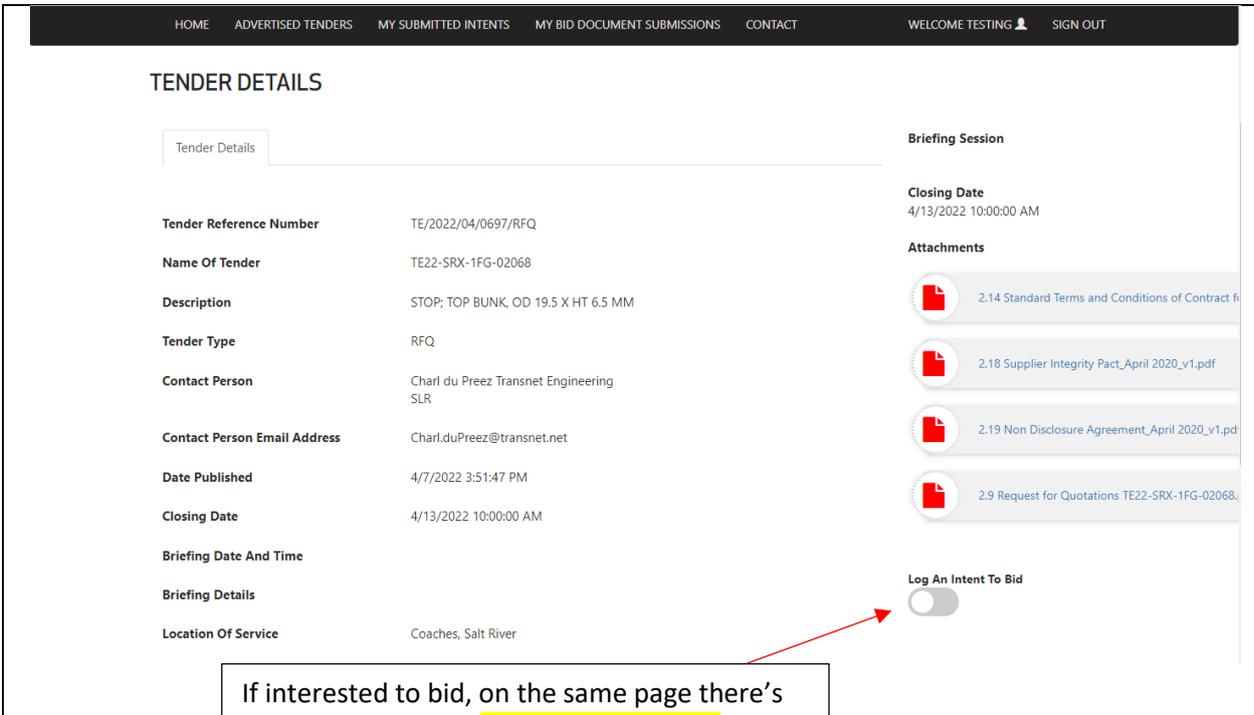
Open Tenders Other Tenders

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

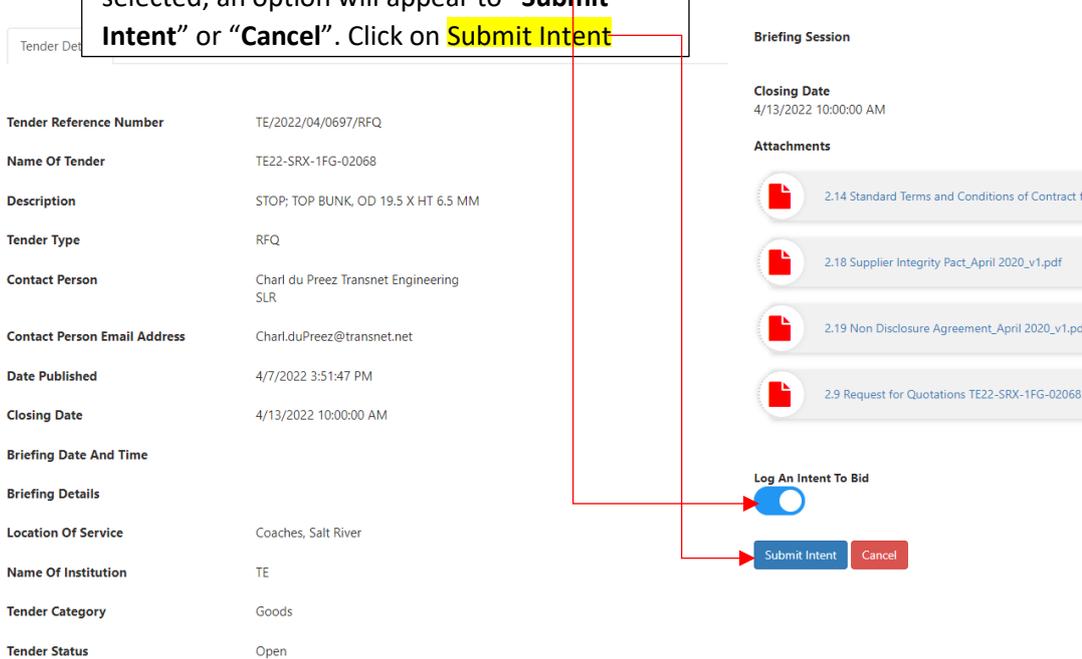
Reference Number	Tender Name	Description	Briefing Session	Closing Date	Tender Status	
TE/2022/04/0697/RFQ	TE22-SRX-1FG-02068	STOP; TOP BUNK, OD 19.5 X HT 6.5 MM		4/13/2022 10:00:00	Open	View Details

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

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



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



Tender Details

Tender Reference Number

Name Of Tender

Description

Tender Type RFQ

Contact Person Charl du Preez Transnet Engineering SLR

Contact Person Email Address Charl.duPreez@transnet.net

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

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

Briefing Date And Time

Briefing Details

Location Of Service

Name Of Institution

Tender Category

Tender Status

Intent to Bid

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

[Close](#)

Briefing Session

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

Attachments

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

Log An Intent To Bid

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

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

delivering freight reliably

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

MY SUBMISSION INTENTS

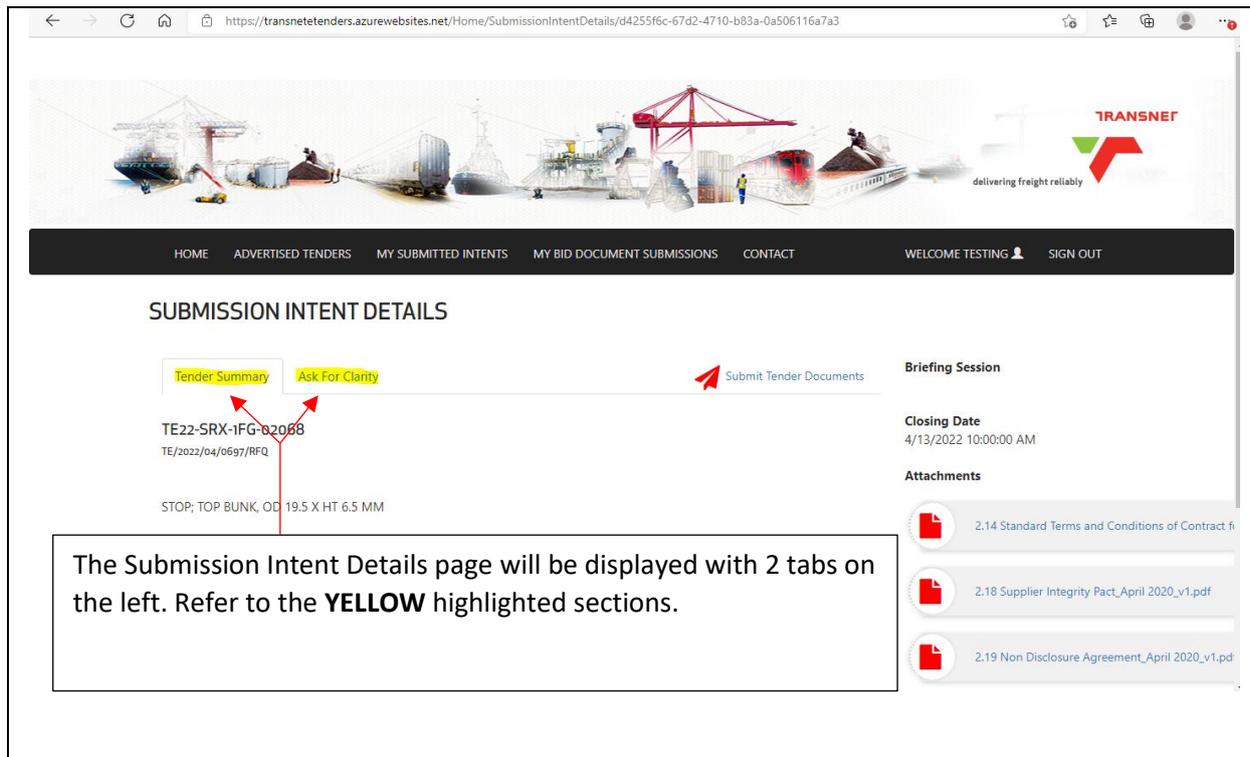
Show entries

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

Showing 1 to 1 of 1 entries

Previous 1 Next

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



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

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

SUBMISSION INTENT DETAILS

Tender Summary Ask For Clarity Submit Tender Documents

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

STOP, TOP BUNK, OD 19.5 X HT 6.5 MM

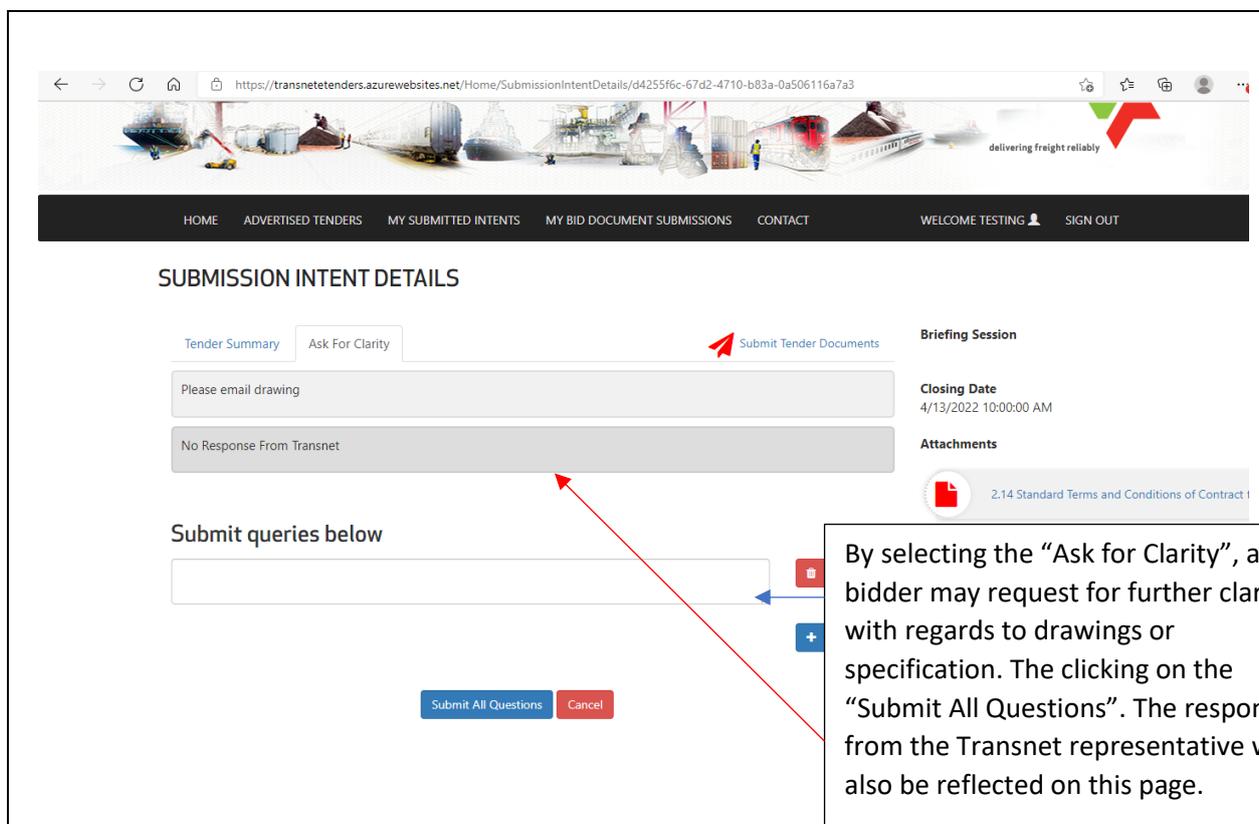
Briefing Session

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

Attachments

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

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



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

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

SUBMISSION INTENT DETAILS

Tender Summary Ask For Clarity Submit Tender Documents

Please email drawing

No Response From Transnet

Submit queries below

Submit All Questions Cancel

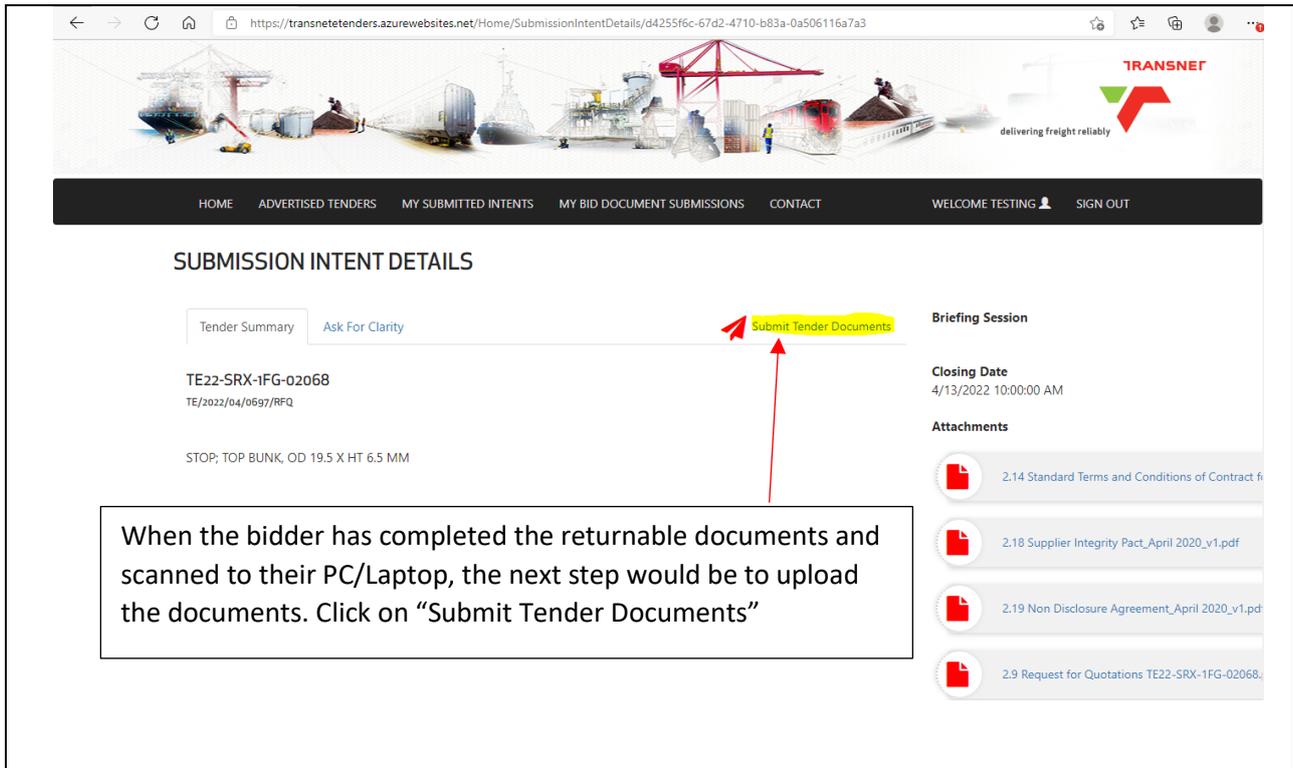
Briefing Session

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

Attachments

- 2.14 Standard Terms and Conditions of Contract 1

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



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

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

SUBMISSION INTENT DETAILS

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

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

STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

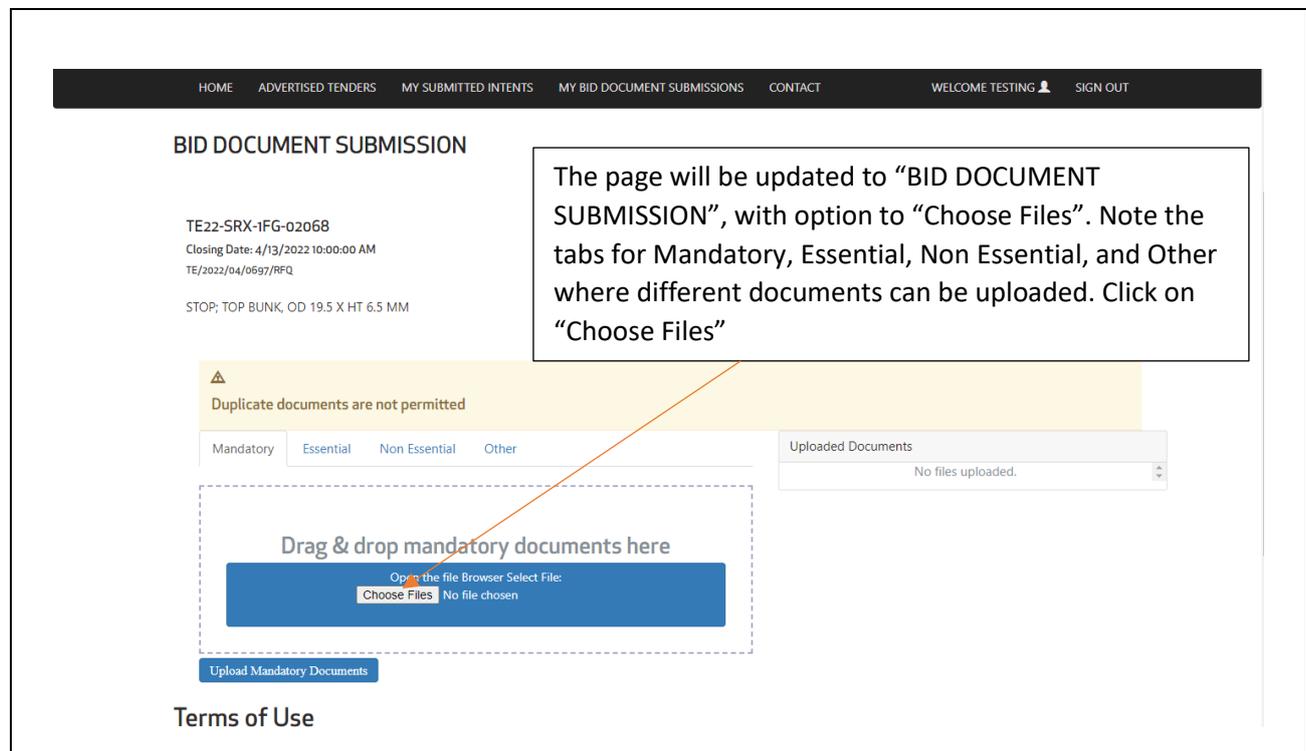
Briefing Session

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

Attachments

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

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



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

BID DOCUMENT SUBMISSION

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

STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

Choose Files

Uploaded Documents
No files uploaded.

Drag & drop mandatory documents here

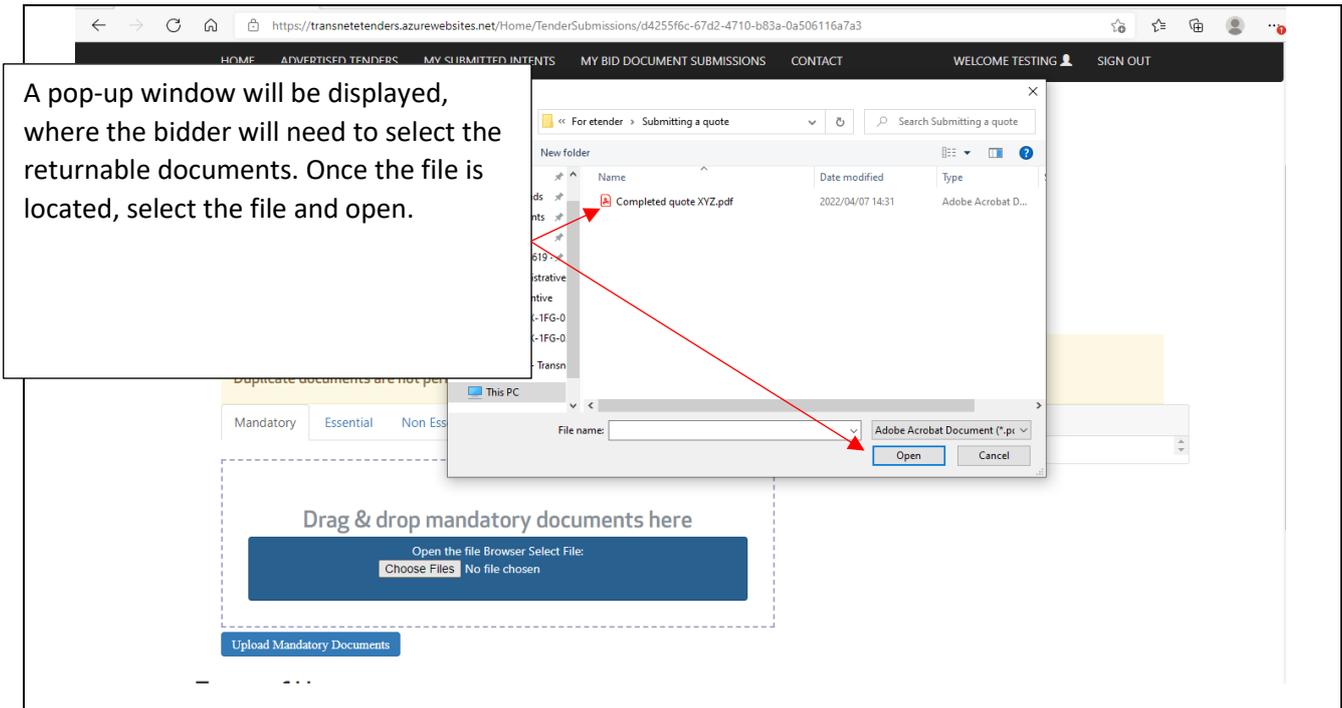
Open the file Browser Select File:
Choose Files No file chosen

Upload Mandatory Documents

Terms of Use

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

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



Drag & drop mandatory documents here

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

Upload Mandatory Documents

BID DOCUMENT SUBMISSION

TE22-SRX-1FG-02068
Closing Date: 4/13/2022 10:00:00 AM
TE/2022/04/0697/RFQ
STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

Duplicate documents are not permitted

Mandatory Essential Non Essential Other

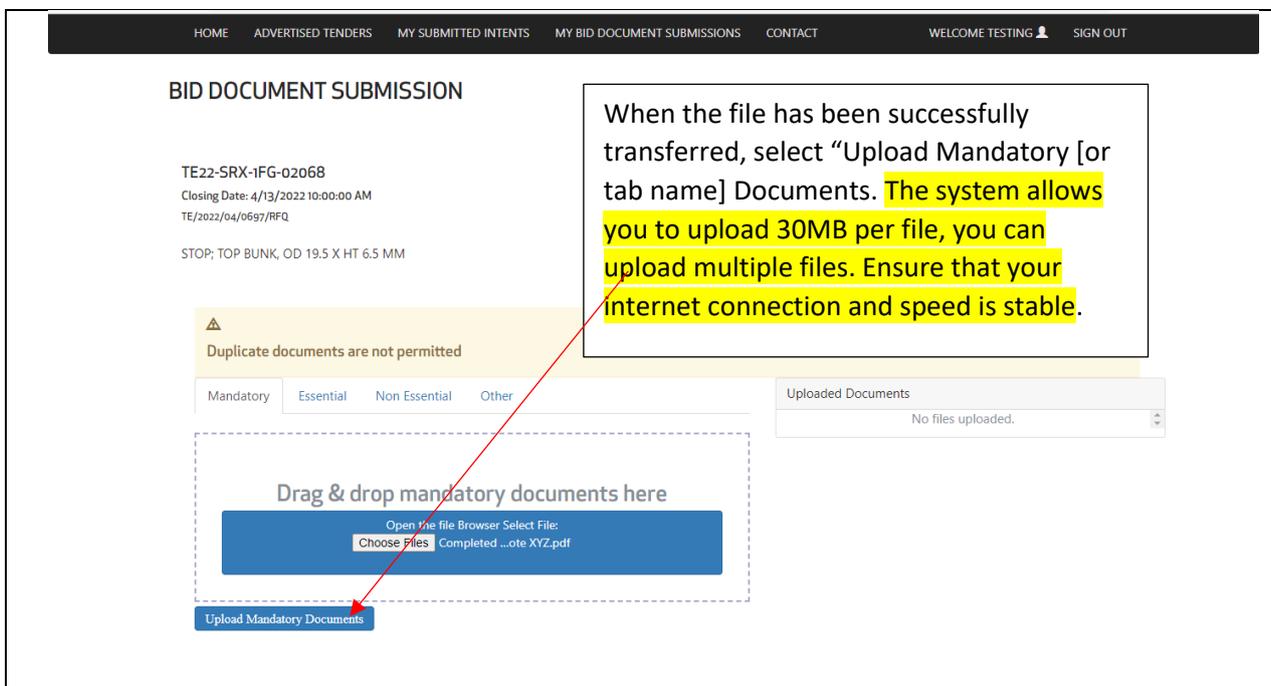
Drag & drop mandatory documents here

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

Upload Mandatory Documents

Uploaded Documents
No files uploaded.

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



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

TE/2022/04/0697/RFQ
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T1.2 Tender Data

T1.2 TENDER DATA

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

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

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

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

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



	C2.2 Pricing Schedule
Part C3: Scope of services	C3.1 Scope of Services

C.1.4	The Employer’s agent is:	Procurement Officer
	Name:	Thuthukile Sibeta - 083 9895 101
	Address:	Transnet National Ports Authority, 237 Mahatma Gandhi, Queens Warehouse, Durban, 4000
	E – mail	tenderenquiriespdu@transnet.net

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

1. Stage One - Eligibility with regards to attendance at the compulsory clarification meeting:

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

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

2. Stage Two - Functionality:

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

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

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

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

Tenderers are also **required to bring their RFP document to the briefing session and have their returnable document T2.2-02 certificate of attendance** signed off by the Employer's authorised representative.

C.2.12 No alternative tender offers will be considered.

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

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

Identification details:

The tender documents must be uploaded with:

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

Documents must be marked for the attention of:

Employer's Agent: Thuthukile Sibeta

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

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

Time: **16h00** on the **29 April 2024**

Location: The Transnet e-Tender Submission Portal:

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

NO LATE TENDERS WILL BE ACCEPTED

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

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

1. A valid Tax Clearance Certificate issued by the South African Revenue Services.

Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status.

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

3. Proof of registration on the Central Supplier Database;
-

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

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

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

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

Functionality Criteria

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

Functionality criteria	Sub-criteria	Sub-criteria points	Maximum number of points
T2.2-03 Management & CVs of Key persons:	Team Leader 100%		40
	Relevant years of experience	4	
	Education, training, skills	4	
	Professional Registration	2	
	Marine Eng 50%		
	Relevant years of experience	2	
	Education, training, skills	2	
Professional Registration	1		

	<p>Structural Eng 50%</p> <p>Relevant years of experience</p> <p>Education, training, skills</p> <p>Professional Registration</p>	<p>2</p> <p>2</p> <p>1</p>	
	<p>Quantity Surveyor 100%</p> <p>Relevant years of experience</p> <p>Education, training, skills</p> <p>Professional Registration</p>	<p>4</p> <p>4</p> <p>2</p>	
	<p>Environmental Manager 100%</p> <p>Relevant years of experience</p> <p>Education, training, skills</p> <p>Professional Registration</p>	<p>2</p> <p>2</p> <p>1</p>	
	<p>Environmental Specialist 100%</p> <p>Relevant years of experience</p> <p>Education, training, skills</p>	<p>2</p> <p>2</p>	

	Professional Registration	1	
T2.2-04 Project Team Organogram	▪ Relevant years of experience for the following (CV):	3	10
	▪ Education, training, skills (Qualification Certificates)	3	
	▪ Organogram Structure	2	
	▪ Roles and Responsibilities	2	
T2.2-05 Approach Paper/Method Statement	Approach paper that responds to the scope of work and outlines proposed approach / methodology including that relating but not limited to programme, method statement, technical approach and an understanding of the project objective.		30
T2.2-06 Previous Experience	<ul style="list-style-type: none"> ▪ Company track record for conducting engineering studies in Marine, Port & Coastal Engineering ▪ (Pre-feasibility - Stage 2 or Feasibility - Stage 3 studies) in the last 8 years 		10
T2.2-07 Programme	Provide your proposed detailed Gantt chart Programme estimating		10



	<p>duration from award to completion of study, detailed critical path and study activities. The programme shall include but not limited to the following:</p> <ul style="list-style-type: none"> • Level 3 Programme • Logical Sequence • Critical Path • Milestones and deliverables • Resource allocation 		
Maximum possible score for Functionality			100

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

- T2.2-03 Management & CVs of Key Persons
- T2.2-04 Project Organogram,
- T2.2-05 Approach Paper or Method Statement
- T2.2-06 Previous Experience
- T2.2-07 Programme

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

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

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

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

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

Thresholds	Minimum Threshold
Technical / functionality	70

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

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

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

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

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

Specific Goals	Acceptable Evidence
B-BBEE Status Level Of Contribution (1 & 2)	B-BBEE Certificate / Sworn-Affidavit B-BBEE Certificate (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines.
30% Black Women Owned Entities	B--BBEE Certificate / Sworn-Affidavit / CIPC B-BBEE Certificate (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines.

The maximum points for this bid are allocated as follows:

DISCRIPTION	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION (1 & 2) = 10 points 30% Black Women Owned Entities = 10 points	20
Total points for Price and Specific Goals must not exceed	100

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

C.3.13 Tender offers will only be accepted if:

1. The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
2. the tenderer does not appear on Transnet’s list for restricted tenderers and National Treasury’s list of Tender Defaulters;
3. the tenderer has fully and properly completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer’s ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state.
4. Transnet reserves the right to award the tender to the tenderer who scores the highest number of points overall, unless there are **objective criteria** which will

justify the award of the tender to another tenderer. Objective criteria include but are not limited to the outcome of a due diligence exercise to be conducted. The due diligence exercise may take the following factors into account inter alia; the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) is not undergoing a process of being restricted by Transnet or other state institution that Transnet may be aware of,
- c) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- d) has the legal capacity to enter into the contract,
- e) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- f) complies with the legal requirements, if any, stated in the tender data and
- g) is able, in the option of the employer to perform the contract free of conflicts of interest.

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

Annex C

Standard Conditions of Tender

C.1 General

C.1.1 Actions

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

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

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

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

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

C.1.2 Tender Documents

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

C.1.3 Interpretation

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

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

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

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
 - ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;

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

C.1.4 Communication and employer's agent

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

C.1.5 Cancellation and Re-Invitation of Tenders

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

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

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

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

C.1.6 Procurement procedures

C.1.6.1 General

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

C.1.6.2 Competitive negotiation procedure

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

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

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

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

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

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

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

C.1.6.3.2 Option 2

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

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

C.2 Tenderer's obligations

C.2.1 Eligibility

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

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

C.2.2 Cost of tendering

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

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

C.2.3 Check documents

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

C.2.4 Confidentiality and copyright of documents

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

C.2.5 Reference documents

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

C.2.6 Acknowledge addenda

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

C.2.7 Clarification meeting

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

C.2.8 Seek clarification

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

C.2.9 Insurance

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

C.2.10 Pricing the tender offer

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

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

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

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

C.2.11 Alterations to documents

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

C.2.12 Alternative tender offers

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

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

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

C.2.13 Submitting a tender offer

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

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

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

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

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

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

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

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

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

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

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

C.2.15 Closing time

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

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

C.2.16 Tender offer validity

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

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

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

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

C.2.17 Clarification of tender offer after submission

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

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

C.2.18 Provide other material

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

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

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

C.2.19 Inspections, tests and analysis

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

C.2.20 Submit securities, bonds and policies

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

C.2.21 Check final draft

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

C.2.22 Return of other tender documents

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

C.2.23 Certificates

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

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

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

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

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

C.3.2 Issue Addenda

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

C.3.3 Return late tender offers

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

C.3.4 Opening of tender submissions

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

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

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

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

C.3.5 Two-envelope system

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

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

C.3.6 Non-disclosure

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

C.3.7 Grounds for rejection and disqualification

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

C.3.8 Test for responsiveness

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

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

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

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

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

C.3.9 Arithmetical errors, omissions and discrepancies

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

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

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

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

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

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

C.3.10 Clarification of a tender offer

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

C.3.11 Evaluation of tender offers

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

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

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

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

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

C.3.11.1 General

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

C.3.12 Insurance provided by the employer

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

C.3.13 Acceptance of tender offer

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

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

C.3.14 Prepare contract documents

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

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

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

C.3.15 Complete adjudicator's contract

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

C.3.16 Registration of the award

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

C.3.17 Provide copies of the contracts

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

C.3.18 Provide written reasons for actions taken

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

Part T2: Returnable Documents

T2.1: List of Returnable Documents

T2.1 List of Returnable Documents

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

Stage One as per CIDB: Eligibility Criteria Schedule

T2.2-02 Certificate of attendance at Compulsory Tender Clarification Meeting

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

T2.2-03 **Evaluation Schedule:** Management & CV's

T2.2-04 **Evaluation Schedule:** Project Organogram/ Organisation Structure

T2.2-05 **Evaluation Schedule:** Approach Paper or Method Statement

T2.2-06 **Evaluation Schedule:** Previous experience

T2.2-07 **Evaluation Schedule:** Programme/ Schedule

2.1.3 Returnable Schedules:

General:

T2.2-08 Proposed organisation and staffing

T2.2-09 Authority to submit tender

T2.2-10 Record of addenda to tender documents

T2.2-11 Letter of Good Standing

T2.2-12 Risk Elements

T2.2-13 Job creation schedule

T2.2-14 Environmental declaration

T2.2-15 Domestic Prominent Influential Persons (DPIP)

T2.2-16 Skills transfer plan

T2.2-17 Agreement in terms of (POPIA)

T2.2-18 Supplier declaration

T2.2-19 Intention to Tender

Agreement and Commitment by Tenderer:

- T2.2-20 CIDB SFU ANNEX G Compulsory Enterprise Questionnaire
- T2.2-21 Non-Disclosure Agreement
- T2.2-22 RFP Declaration Form
- T2.2-23 RFP – Breach of Law
- T2.2-24 Certificate of Acquaintance with Tender Document
- T2.2-25 Service Provider Integrity Pact
- T2.2-26 Supplier Code of Conduct

1.3.2 Bonds/Guarantees/Financial/Insurance:

Please make it sequential

- T2.2-30 Insurance provided by the Contractor
- T2.2-31 Form of Intent to provide a Performance Guarantee
- T2.2-32 Forecast Rate of Invoicing
- T2.2-33 Three (3) years audited financial statements

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

2.3 C1.2 Contract Data

2.4 C1.3 Forms of Securities

2.5 C2.1 Pricing Instructions

2.6 C2.2 Pricing Schedule

2.7 C3.1 Scope of Services

T2.2: Returnable Schedules

T2.2-02: Eligibility Criteria Schedule: Certificate of Attendance at Tender Clarification Meeting

This is to certify that

(Company Name
or member of a
Joint Venture)

Represented
By:

(Name and
Surname)

Was represented at the compulsory tender clarification meeting

Held at:		
On (date)		Starting time:

Attendance of the above company/joint venture at the meeting was confirmed:

Name

Signature

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

Date



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T2.2-03: Evaluation Schedule: Management & CVs of Key Persons

Please describe the management arrangements for the *services* and the tenderer is to take note that evaluation of this schedule will be referred to T2.2.-04 Proposed Organisation and Staffing, therefore information submitted in both schedules should match.

Comprehensive CVs should be attached to this schedule:

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

1. Use the **attached CV template attached below**
2. Personal particulars;
3. Qualifications (degrees, grades of membership of professional societies and Professional registrations, **all these certificates are to be attached**);
4. Skills;
5. Name of current employer and position.
6. Overview of post graduate experience (year, organisation, position and responsibilities); and
7. Outline of recent assignments / detailed experience that has a bearing on the scope of work.
8. The Port infrastructure represent scope from the quay wall to landside infrastructure and the marine scope represent waterside (dragging and reclamation).

The tenderer must be able to demonstrate that personnel have sufficient knowledge, experience and qualifications to provide the required service.



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Submit the following documents as a minimum with your tender document:

1. Details of the experience of the staff who will be employed for a scope of services:
2. Resources should include:

Key People	Names
Team Leader/Supervisor	
Marine engineer	
Structural Engineer	
Quantity Surveyor	
Environmental Manager	
Environmental Specialist	

No.	Resource description	Minimum Requirements
Key Management and CV's		
1	1x Team Leader/Supervisor	BTech or Bachelor Degree Engineering qualification <ul style="list-style-type: none"> • 12 years' experience in Marine/Port/Coastal project • Professional Registration with a ECSA (Pr. Eng./Pr. Tech) or international equivalent regulative professional body

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2.	1 x Quantity Surveyor	<p>BSc/Btech in the Quantity Surveying</p> <ul style="list-style-type: none"> • 10 Years Experience in Quantity Surveying • Professional Registration with (SACQSP)
3.	1 x Environmental Manager	<p>MSc or Above in Natural, Environmental Sciences or Environmental Management</p> <ul style="list-style-type: none"> • 12 Years Experience in Natural, Environmental Sciences or Environmental Management • Professional Registration with (EAPASA)
4.	1 x Environmental Specialist	<p>BSC/Btech or postgraduate degree in Natural, Environmental Sciences or Environmental Management</p> <ul style="list-style-type: none"> • 8 Years Experience postgraduate in Natural, Environmental Sciences or Environmental Management • Professional Registration with (EAPASA) or (SACNASP)
5.	2x Engineers	<p>BTech or bachelor's degree Engineering qualification</p> <ul style="list-style-type: none"> • 10 years' experience in engineering design for selected discipline • Professional Registration with a ECSA (Pr. Eng./Pr. Tech.) or international equivalent regulative professional body
		<p>Marine Engineer</p> <p>10 years' experience in engineering Marine/Port/coastal design</p>
		<p>Structural Engineer</p> <p>10 years' experience in engineering Structural design</p>

<p>Total Points 10 out of 40</p>	<p style="text-align: center;">10</p> <p>The Team Leader must have the following qualification and registration: BSc/Btech in the Engineering field <u>AND</u> Professional Registration withy a ECSA or international equivalent regulative professional</p>
<p>Weighting</p>	<p>Relevant years of experience for the following: Team Leader/Supervisor</p>
<p>Score 0</p>	<p>Team Leader/Supervisor: Experience not relevant or/and less than 7 years of experience and less than 6 years supervisory experience</p>
<p>Score 40</p>	<p>Team Leader/Supervisor: $\geq 7 < 12$ years of experience in marine/port/coastal Engineering and 6 years supervisory experience</p>
<p>Score 70</p>	<p>Team Leader/Supervisor: = 12 years of supervisory experience in marine/port/coastal Engineering and 6 years supervisory experience</p>
<p>Score 90</p>	<p>Team Leader/Supervisor: $> 12 \leq 14$ years of supervisory experience in marine/port/coastal Engineering and 6 years supervisory experience</p>
<p>Score 100</p>	<p>Team Leader/Supervisor: > 14 years of supervisory experience in marine/port/coastal Engineering and 6 years supervisory experience</p>

<p>Total Points 10 out of 40</p>	<p style="text-align: center;">10</p> <p>The Marine & Structural Engineer must have the following qualification and registration: BSc/Btech in the Engineering field AND Professional Registration with a ECSA or international equivalent regulative professional</p>
<p>Weighting</p>	<p>Relevant years of experience for the following: Marine Engineer 50% Structural Engineer 50%</p>
<p>Score 0</p>	<p>Marine Engineer: Experience not relevant or/and less than 5 years' experience Structural Engineer: Experience not relevant or/and less than 5 years' experience</p>
<p>Score 40</p>	<ul style="list-style-type: none"> • Marine Engineer: ≥5<10 years of experience in Marine/Port/Coastal project • Structural Engineer: ≥5<10 years of experience in Marine/Port/Coastal project
<p>Score 70</p>	<ul style="list-style-type: none"> • Marine Engineers: ≥10 years of experience in Marine/Port/Coastal project • Structural Engineer: ≥10 years of experience in Marine/Port/Coastal project
<p>Score 90</p>	<ul style="list-style-type: none"> • Marine Engineers: >10<12 years of experience in Marine/Port/Coastal project • Structural Engineer: >10<12 years but less than 12 years' experience in Marine/Port/Coastal project
<p>Score 100</p>	<ul style="list-style-type: none"> • Marine Engineers: ≥12 years of experience in Marine/Port/Coastal project • Structural Engineer: ≥12 years of experience in Marine/Port/Coastal project



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<p>Total Points 5 out of 40</p>	<p style="text-align: center;">5</p> <p>The Environmental Manager must have the following qualification and registration: MSc or Above in Natural, Environmental Sciences or Environmental Management <u>AND</u> Professional Registration with (EAPASA)</p>
<p>Weighting</p>	<p>Relevant years of experience for the following: Environmental Manager</p>
<p>Score 0</p>	<p>Environmental Manager: Experience not relevant or/and less than 10 year’s experience</p>
<p>Score 40</p>	<p>Environmental Manager: ≥10<12 years of experience in Natural, environmental Sciences or Environmental Management.</p>
<p>Score 70</p>	<p>Environmental Manager: =12 years' experience in Natural, Environmental Sciences or Environmental Management</p>
<p>Score 90</p>	<p>Environmental Manager: ≥13<14 years of experience in Natural, Environmental Sciences or Environmental Management</p>
<p>Score 100</p>	<p>Environmental Manager: ≥14 years of experience in Natural, Environmental Sciences or Environmental Management</p>

<p>Total Points 5 out of 40</p>	<p style="text-align: center;">5</p> <p>The Environmental Specialist must have the following qualification and registration: BSC/Btech or post graduate degree in Natural, Environmental Sciences or Environmental Management AND Professional Registration with (EAPASA) or (SACNASP)</p>
<p>Weighting</p>	<p>Relevant years of experience for the following: Environmental Specialist</p>
<p>Score 0</p>	<p>Environmental Specialist: Experience not relevant or/and less than 6 years</p>
<p>Score 40</p>	<p>Environmental Specialist: ≥6<8 years of experience in Natural, environmental Sciences or Environmental Management.</p>
<p>Score 70</p>	<p>Environmental Specialist: =8 years experience in Natural, Environmental Sciences or Environmental Management</p>
<p>Score 90</p>	<p>Environmental Specialist: >8<10 years of experience in Natural, Environmental Sciences or Environmental Management</p>
<p>Score 100</p>	<p>Environmental Specialist: ≥10 years of experience in Natural, Environmental Sciences or Environmental Management</p>



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Total Points 10 out of 40	10 The Quantity Surveyor must have the following qualification and registration: BSc/Btech in the Quantity Surveying <u>AND</u> Professional Registration (SACQSP)
Weighting	Relevant years of experience for the following: Quantity Surveyor = 10 years experience in quantity surveying
Score 0	Quantity Surveyor: Less than 6 years experience in quantity surveying
Score 40	Quantity Surveyor: $\geq 6 < 10$ years of experience in quantity surveying
Score 70	Quantity Surveyor: 10 years experience in quantity surveying
Score 90	Quantity Surveyor: $> 10 < 12$ years of experience in quantity surveying
Score 100	Quantity Surveyor: ≥ 12 years of experience in quantity surveying

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CV TEMPLATE

1. PERSONAL PARTICULARS			
NAME & SURNAME		DATE & PLACE OF BIRTH	
ID/PASSPORT NO.		NATIONALITY	

2. EDUCATION AND QUALIFICATIONS			
FROM	TO	INSTITUTION	DEGREE OR DIPLOMA OBTAINED

3. MEMBERSHIP OF PROFESSIONAL SOCIETIES			

4. PROFESSIONAL STATUS			
PROFESSIONAL BODY		PROFESSIONAL STATUS	
PROFESSIONAL REG. NO.		POST REGISTRATION EXPERIENCE	
PROFESSIONAL BODY		PROFESSIONAL STATUS	
PROFESSIONAL REG. NO.		POST REGISTRATION EXPERIENCE	

5. KNOWLEDGE SKILLS AND STRENGTHS			

6. CURRENT EMPLOYER AND POSITION			
NAME OF EMPLOYER		YEARS WITH EMPLOYER	
POSITION IN COMPANY		TOTAL YEARS OF EXPERIENCE	

7. OVERVIEW OF POST GRADUATE EXPERIENCE			
YEAR	ORGANISATION	POSITION	SUMMARY OF RESPONSIBILITIES



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8. OUTLINE OF RECENT ASSIGNMENTS RELEVANT TO SCOPE OF WORK				
CLIENT, CONTACT PERSON, CONTACT DETAILS	PROJECT DESCRIPTION	VALUE OF PROJECT	POSITION HELD	PROJECT STATUS



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*Attached

- Qualification Certificates
- Professional Registration Certificates

T2.2-04: Evaluation Schedule: Organisation and Staffing / Organogram

The tenderer should compile a comprehensive and detailed organogram that shows the structure and composition of their entire team i.e. the main disciplines involved including the key staff/expert you have identified in the Contract Data Part two and identify the required legal appointments, and the proposed technical and support staff and site staff.

The organogram should also include all major sub-contractors and suppliers, also showing the structure and composition of their entire team.

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

Key Staff:

Team Leader/Supervisor

Marine Engineer

Structural Engineer

Quantity Surveyor

Environmental Manager

Environmental Specialist

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

NOTE: The scoring of the proposed organisation and staffing will be as follows:

Points	10
(score 0)	The tenderer has submitted no information or inadequate information to determine a score.
(score 40)	Organisational chart is incomplete, key resources are not appearing on the organogram.
(score 70)	The organisation chart is complete and detailed, roles and responsibilities are clear, key resources are shown, reporting line to the team lead is clearly indicated.
(score 90)	Besides meeting the 70 rating, supporting staff is indicated on the organisational chart.
(score 100)	Besides meeting the 90 rating, the proposed team has female representation as part of their team.



Attached submissions to this schedule:

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T2.2-05: Evaluation Schedule - Approach Paper

Approach paper which responds to the Scope of Services, scope of work & addenda outlines proposed approach/methodology including that relating but not limited to programme, method statement, technical approach & an understanding of the project objective. The approach paper should articulate what the Tenderer will provide in achieving the stated objectives for the project & demonstrate the alignment to key persons & organogram to exhibit clear understanding of the project.

The Tenderer must as such explain his / her understanding of the objectives of the works and the *Employer's* stated and implied requirements, highlight the issues of importance, and explain the technical approach they would adopt to address them. The approach paper should explain the methodologies which are to be adopted and demonstrate its compatibility. The approach should also include and outline processes, procedures and associated resources, to meet the requirements and indicate how risks will be managed.

The Approach Paper should cover:

1. Outline of proposed approach
2. Detailed method statement, technical approach, supervision, monitoring of construction sequencing in terms of the Works Information (design philosophy)
3. Demonstrate an understanding of the project objectives

The Approach Paper must be aligned to; and accompanied by a programme indicating Start and Completion Dates, Key Dates, milestones and resource activities. The programme must clearly indicate the timeframes to review and submit revised updated information to meet project deliverables.

The approach paper shall include as a minimum but not limited to the following (***Consultant must refer to the works information for a full description of the Scope of Services***):

1. Resource Matrix
2. Concept Design Approach
3. Pre-feasibility Design Approach
4. Pre-feasibility Design Criteria and Parameter
5. Quality control and assurance
6. Environmental and socio-economic approach
7. Health and safety considerations
8. Risk assessment approach
9. Design reviews and approvals
10. Communication and Reporting

The tenderer must attach their Approach Paper to this page.



The scoring of the approach paper will be as follows:

Total points [30 points]	Score	Description
<p>Resource Matrix</p> <ol style="list-style-type: none"> 1. Describes how the key resources will be assigned to the project, and 2. Provides a detailed project organogram clearly outline the names, roles and communication/reporting lines for assigned resource throughout the concept and design phases. 	Score 0	The tenderer has submitted no information or inadequate information to determine a score.
<p>Concept Design Approach</p> <ol style="list-style-type: none"> 3. Describe the approach and methodologies for the concept design phase. 4. Explains how the project team will gather information, develop preliminary designs, and assesses the feasibility of the project. 5. Includes considerations for site layout, site investigations (geotechnical, traffic studies surveys, etc.), and environmental impact assessments. 	Score 40	The approach addresses less than 10 of 15 minimum requirements
<p>Pre-feasibility Engineering Design Approach</p> <ol style="list-style-type: none"> 6. Outlines the methodologies and tools that will be used for the pre-feasibility engineering design phase. 7. Specifies the design standards, codes, and regulations that will be adhered to. 8. Describes how options will be identified and the method for choosing the ideal option. 	Score 70	The approach addresses 10 of 15 minimum requirements



<p>Pre-feasibility Design Criteria and Parameter</p> <p>9. Specifies the key pre-feasibility design criteria and parameters that will guide the pre-feasibility design process.</p>	<p>Score 90</p>	<p>The approach addresses more than 10 less than 15 minimum requirements</p>
<p>Quality control and assurance</p> <p>10. Discusses the quality control measures that will be implemented throughout the concept and design phase to ensure that the design meets project objectives.</p> <p>Environmental and socio-economic approach</p> <p>11. Discusses how environmental sustainability will be integrated into the design, including minimising environmental impacts, energy efficiency, and use of sustainable materials.</p> <p>Health and safety considerations</p> <p>12. Highlights the health and safety precautions that will be taken during the design process, with an emphasises on ensuring safety of construction and operational phases.</p> <p>Risk assessment approach</p> <p>13. Explains how potential risks associated with the design phase will be identifying, assessed, and mitigated.</p> <p>Design reviews and approvals</p> <p>14. Explains how the design will be reviewed, approved, and validated by relevant stakeholders, including client, regulatory authorities, and engineering experts.</p>	<p>Score 100</p>	<p>The approach addresses all 15 requirements</p>



Communication and Reporting

15. Describes the communication plan, including regular progress reports and meetings with stakeholders.



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

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

Scoring [10 points]	Number of Similar projects [5 points]	Number of Reference letters [5 points]
(Score 0)	The tenderer has less than 1 completed project conducting feasibility/pre-feasibility studies in Ports, coastal & Marine	The tenderer has submitted 0 reference letter/completion certificate/handover certificate with contactable references from current/previous client(s) in Ports, coastal & Marine projects.
(Score 40)	The tenderer has completed greater than or equal to 1 but less than 4 projects conducting Feasibility/pre-feasibility studies in Ports, coastal & Marine in the last 8 years.	The tenderer has submitted 1 or more but less than 4 reference letter/completion certificate/handover certificate with contactable references from current/previous client(s) in Ports, coastal & Marine projects.
(Score 70)	The tenderer has completed 4 projects conducting feasibility/pre-feasibility studies in Ports, coastal & Marine in the last 8 years.	The tenderer has submitted 4 reference letters/completion certificates/handover certificates with contactable references from current/previous client(s) in Ports, coastal & Marine projects.
(Score 90)	The tenderer has completed greater than 4 but less than or equal to 6 projects conducting feasibility/pre-feasibility studies in Ports, coastal & Marine in the last 8 years	The tenderer has submitted more than 4 but equal to or less than 6 reference letters/completion certificates/handover certificates with contactable references from current/previous client(s) in Ports, coastal & Marine projects.
(Score 100)	The tenderer has completed greater than 6 projects conducting feasibility/pre-feasibility studies in Ports, coastal & Marine in the last 8 years	The tenderer has submitted more than 6 reference letters/completion certificates/handover certificates with contactable references from current/previous client(s) in Ports, coastal & Marine projects.

T.2.2-07: Evaluation Schedule - Programme

Note to tenderers:

Programme

The tenderer submits a detailed Gantt chart programme that clearly sets out timelines for the project milestones, guides resource allocation, and helps manage potential project risks to provide the required services. The proposed programme shall include but not be limited to the following:

1. Programme structure [5 points]

a) Level 3 Programme

The proposed programme is clear and easy to understand and presented in a Level 3 programme. The delivery dates for all key deliverables are realistic and achievable given the available resources and constraints. All the task durations and resource allocations are reasonable, and the schedule considers potential project risks (time risk allowance).

b) Logical Sequence

The programme follows a logical sequence of tasks and activities with predecessor and successors clearly indicated. The order and timing of concept design and detail design tasks/activities that will take place in order to provide the works is accurately identified and accounted for.

c) Critical path

The programme clearly shows the critical path and highlights the most time-sensitive tasks/activities.

d) Milestones and deliverables

The programme clearly identifies key project milestones, and the milestone dates are realistic and aligned to the project objectives. The programme takes into account the dependencies between deliverables and quality requirements including interim approvals by the *Project Manager* and/or the *Employer*.

e) Resource Allocation

The programme identifies and appropriately allocates resources to tasks, taking account of resource constraints and availability. Resource leveling is applied to prevent over allocation or underutilization of resources.

2. Overall Duration: [5 points]

The overall programme shows the tenderer's ability to execute the works in terms of the *Employer's* requirements within the required timeframe.

The scoring of the Programme will be as follows:

Scoring	Programme structure [5]	Overall programme durations [5]
(Score 0)	Tenderer has not submitted a programme to evaluate the score or meets less than 2 requirements.	The proposed duration for the project is greater than or equal to 18 months.
(Score 40)	The tenderer has submitted a proposed gantt chart that meets (2 out of the 5) requirements.	The proposed duration for the project is greater than 16 months but less than 18 months.
(Score 70)	The tenderer has submitted a proposed gantt chart that meets (3 out of the 5) requirements.	The proposed duration for the project is 16 months.
(Score 90)	The tenderer has submitted a proposed gantt chart that meets (4 out of the 5) requirements.	The proposed duration for project is less than 16 months but greater than 14 months.
(Score 100)	The tenderer has submitted a proposed gantt chart that meets (5) requirements.	Proposed duration for the project is less than or equal to 14 months.

T2.2-09: Authority to Submit a Tender

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

A - COMPANY	B - PARTNERSHIP	C - JOINT VENTURE	D - SOLE PROPRIETOR
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors

B. Certificate for Partnership

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

Name	Address	Signature	Date

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



C. Certificate for Joint Venture

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

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

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

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

D. Certificate for Sole Proprietor

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

Signed _____ Date _____

Name _____ Position Sole Proprietor

T2.2-10: Record of Addenda to Tender Documents

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

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

T2.2-13: JOB-CREATION SCHEDULE

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

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

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

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

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

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

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

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

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

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

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

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

T2.2-14: DECLARATION OF UNDERSTANDING

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

I,

(Name)

(Designation)

(Representing)

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

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

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

T2.2-15 Domestic Prominent Influential Persons (DPIP) Or Foreign Prominent Public Officials (FPPO)

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

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

As per the Transnet Domestic Prominent Influential Persons (DPIP) and Foreign Prominent Public Officials (FPPO) and Related Individuals Policy available on Transnet website <https://www.transnet.net/search/pages/results.aspx?k=FPIDP#k=DPIP>, Respondents are required to disclose any commercial relationship with a DPIP or FPPO (as defined in the Policy) by completing the following section:

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

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

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

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

No	Name of Entity / Business	Role in the entity /Business (Nature of interest / Participation)	Shareholding %	Registration Number	Status (Mark the applicable option with an X)	
					Active	Non-Active
1						
2						
3						

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



2. SERVICE LEVELS

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

Acceptance of Service Levels:

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

NO	
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T2.2-16: Skills Transfer Plan

A Detailed comprehensive, methodical and time-based engineering skills transfer plan with accredited training is required. These requirements include:

- i. List and type of skills to be transferred,
- ii. List of proposed accredited training,
- iii. A detailed training plan and matrix,

Attached submissions to this schedule:

.....

.....

.....

.....

.....

.....

.....

.....

.....

- iv. Method of transferring the skills (practical & theory)



T2.2-17 Agreement in terms of Protection of Personal Information Act, 4 of 2013 (“POPIA”)

1. PREAMBLE AND INTRODUCTION

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

2. PROTECTION OF PERSONAL INFORMATION

2.1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No. of 2013 “(POPIA”):
consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.

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

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

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

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

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

2.6. Should there be a need for the Operator to process the personal information and the information of a third party in a way that is not agreed to in this Agreement, the Operator must request consent from Transnet to the processing of its personal information or and

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

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

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

NO	
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2.13. Further, the Operator acknowledges that it will be held liable by Transnet should it fail to process personal information in line with the requirements of the POPIA. The Operator will be subject to any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that Transnet submitted to it.

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

3. SOLE AGREEMENT

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

Signed at _____ on this _____ day of _____ 202__
 Name: _____
 Title: _____
 Signature: _____

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

AS WITNESSES:

1. Name: _____ Signature: _____
 2. Name: _____ Signature: _____

T2.2-18 SUPPLIER DECLARATION FORM

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

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

General Terms and Conditions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SUPPLIER DECLARATION FORM

Supplier Declaration Form

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

CSD Number (MAAA xxxxxxx):

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

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

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

Company Banking Details	Bank Name	
-------------------------	-----------	--



Universal Branch Code		Bank Account Number	
-----------------------	--	---------------------	--

Company Physical Address		Code	
Company Postal Address		Code	
Company Telephone number			
Company Fax Number			
Company E-Mail Address			
Company Website Address			
Company Contact Person Name			
Designation			
Telephone			
Email			

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

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

Does your company have a valid proof of B-BBEE status?										Yes		No	
Please indicate your Broad Based BEE status (Level 1 to 9)					1	2	3	4	5	6	7	8	9
Majority Race of Ownership													
% Black Ownership		% Black Women Ownership		% Black Disabled person(s) Ownership		% Black Youth Ownership							
% Black Unemployed		% Black People Living in Rural Areas		% Black Military Veterans									

Please Note: Please provide proof of B-BBEE status as per Appendix C and D:

- Large Enterprise and QSEs with less than 51% black ownership need to obtain a B-BBEE certificate and detailed scorecard from an accredited rating agency;
- EMEs and QSEs with at least 51% black ownership may provide an affidavit using the templates provided in Appendix C and D respectively;
- Black Disabled person(s) ownership will only be accepted if accompanied with a certified letter signed by a physician on the physician's letterhead confirming the disability;
- A certified South African identification document will be required for all Black Youth Ownership.

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

<p>GRADUATION FROM ED TO SD BENEFICIARY</p> <p>When a supplier that we assisted with as an ED beneficiary then gets awarded a business and we start Transacting with.</p>	<p>YES <input type="radio"/> NO <input type="radio"/></p>
<p>ENTERPRISE DEVELOPMENT RECIPIENT</p> <p>A supplier that isn't in our value chain as yet, but we have assisted them with an ED intervention</p>	<p>YES <input type="radio"/> NO <input type="radio"/></p>

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

APPENDIX B

Affidavit or Solemn Declaration as to VAT registration status

Affidavit or Solemn Declaration

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

Signature: _____

Designation: _____

Date: _____

Commissioner of Oaths

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

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

Commissioner of Oaths

APPENDIX C

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"
Definition of "Black"	Black Designated Groups means:

<p>Designated Groups”</p>	<p>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</p> <p>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;</p> <p>(c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;</p> <p>(d) Black people living in rural and underdeveloped areas;</p> <p>(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”</p>
----------------------------------	--

3. I hereby declare under Oath that:

- The Enterprise is _____% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
 - Black Youth % = _____%
 - Black Disabled % = _____%
 - Black Unemployed % = _____%
 - Black People living in Rural areas % = _____%
 - Black Military Veterans % = _____%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),



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

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

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

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

Deponent Signature

.....

Date

Commissioner of Oaths
Signature & stamp

APPENDIX D

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE – GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or

	<p>(b) who became citizens of the Republic of South Africa by naturalisation-</p> <p>i. before 27 April 1994; or</p> <p>ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;”</p>
<p>Definition of “Black Designated Groups”</p>	<p>“Black Designated Groups means:</p> <p>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</p> <p>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;</p> <p>(c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;</p> <p>(d) Black people living in rural and under developed areas;</p> <p>(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”</p>

3. I hereby declare under Oath that:

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



- Black People living in Rural areas % = _____%
- Black Military Veterans % = _____%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

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

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

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

Deponent Signature

Date

Commissioner of Oaths

Signature & stamp

VENDOR REGISTRATION DOCUMENTS CHECKLIST

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

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



T2.2-19: Intention to Tender

EMAIL Transnet National Ports Authority
TO: Attention: Thuthukile Sibeta

Tender No: TNPA/2024/01/0007/54253/RFP

Email: tenderenquiriespdu@transnet.net

Closing Date: 29 April 2024

PRE-FEASIBILITY STUDIES FOR THE ENTRANCE CHANNEL WIDENING & DEEPENING, ISLAND VIEW BASIN, PIER 1 CONTAINER TERMINAL, INFILL DCT BASIN AND NEW MAYDON WHARF CONTAINER TERMINAL FOR THE PORT OF DURBAN

Check

We: Do wish to tender for the work and shall return our tender by the due date above.

Yes **No**

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

Company:

Contact:

Phone No:

e-mail Address:

NATIONAL PORTS AUTHORITY
TENDER NUMBER: TNPA/2024/01/0007/54253/RFP
DESCRIPTION OF THE SERVICES: PRE-FEASIBILITY STUDIES FOR THE ENTRANCE CHANNEL WIDENING & DEEPENING,
ISLAND VIEW BASIN, PIER 1 CONTAINER TERMINAL, INFILL DCT BASIN AND NEW MAYDON WHARF CONTAINER
TERMINAL FOR THE PORT OF DURBAN



REASON FOR NOT TENDERING:

SIGNATURE: _____

DATE: _____



T2.2-20: ANNEX G Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

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

Section 1: Name of enterprise: _____

Section 2: VAT registration number, if any: _____

Section 3: CIDB registration number, if any: _____

Section 4: CSD number: _____

Section 5: Particulars of sole proprietors and partners in partnerships

Name	Identity number	Personal income tax number

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

Section 6: Particulars of companies and close corporations

Company registration number _____

Close corporation number _____

Tax reference number: _____

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

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



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

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

Signed	_____	Date	_____
Name	_____	Position	_____
Enterprise name	_____		

SBD 4

BIDDER’S DISCLOSURE (SBD 4)

1. PURPOSE OF THE FORM

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

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

2. Bidder’s declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise,

employed by the state?

YES/NO

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

Full Name	Identity Number	Name of State institution



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

2.2.1 If so, furnish particulars:

.....
.....

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

YES/NO

2.3.1 If so, furnish particulars:

.....
.....



3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium¹ will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

¹ 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.



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

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

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

SBD 6.1

PREFERENCE POINTS CLAIM FORM (SBD 6.1)

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

1. GENERAL CONDITIONS

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

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

1.2 The value of this bid is estimated to be less than R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.

1.3 Preference points for this bid shall be awarded for:

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

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

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

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

2. DEFINITIONS

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

(l) **Specific goals**” means targeted advancement areas or categories of persons or groups either previously disadvantaged or falling within the scope of the Reconstruction and Development Programme identified by Transnet to be given preference in allocation of procurement contracts in line with section 2(1) of the PPPFA.

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$PS = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

3.2 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 .]

EME²	<p>Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership</p> <p>Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership</p> <p>Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard</p>
------------------------	--

- 3.3 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.
- 3.4 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.
- 3.5 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.
- 3.6 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.
- 3.7 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.

4. BID DECLARATION

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

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



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

5.1 B-BBEE Status Level of Contribution: . =(maximum of 10 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.

6. SUB-CONTRACTING

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

6.1.1 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	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------



7. DECLARATION WITH REGARD TO COMPANY/FIRM

7.1 Name of company/firm:.....

7.2 VAT registration number:.....

7.3 Company registration number:.....

7.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

7.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

7.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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



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

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

<p style="text-align: center;">WITNESSES</p> <p>1.</p>	<p style="text-align: center;">.....</p> <p style="text-align: center;">SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p>
---	---

<p style="text-align: center;">.....</p> <p style="text-align: center;">SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p>	
---	--

T2.2-21 NON-DISCLOSURE AGREEMENT

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

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

TRANSNET SOC LTD

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

and

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

WHEREAS

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

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

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

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

2. CONFIDENTIAL INFORMATION

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

Disclosing Party and cooperate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.

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

3. RECORDS AND RETURN OF INFORMATION

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

4. ANNOUNCEMENTS

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

5. DURATION

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

6. PRINCIPAL

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

7. ADEQUACY OF DAMAGES

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

8. PRIVACY AND DATA PROTECTION

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

9. GENERAL

- 9.1 Neither party may assign the benefit of this Agreement, or any interest hereunder, except with the prior written consent of the other, save that Transnet may assign this Agreement at any time to any member of the Transnet Group.
- 9.2 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.
- 9.3 The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.
- 9.4 This Agreement may only be modified by a written agreement duly signed by persons authorised on behalf of each party.
- 9.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.



9.6 This Agreement will be governed by and construed in accordance with South African law and the parties irrevocably submit to the exclusive jurisdiction of the South African courts.

Signed	_____	Date	_____
Name	_____	Position	_____
Tenderer	_____		_____



T2.2-22: RFP DECLARATION FORM

NAME _____ OF _____ COMPANY:

We _____ do hereby certify that:

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

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:



Indicate nature of relationship with Transnet:

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

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

6. We accept that any dispute pertaining to this tender will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to respondents" below).
7. We further accept that Transnet reserves the right to reverse a tender award or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.
8. We have acquainted ourselves and agree with the content of T2.2-25 "Service Provider Integrity Pact".



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

IMPORTANT NOTICE TO TENDERERS

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



T2.2-23: REQUEST FOR PROPOSAL – BREACH OF LAW

NAME OF COMPANY:

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

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

NATURE OF BREACH:

DATE OF BREACH:

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

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDER

T2.2-24: Certificate of Acquaintance with Tender Documents

NAME OF TENDERING ENTITY:

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

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

Signed on this _____ day of _____ 20_____

SIGNATURE OF TENDERER

T2.2-25 Service Provider Integrity Pact

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

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

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

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

PREAMBLE

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

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

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

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

1 OBJECTIVES

- 1.1 Transnet and the Tenderer/Service Provider/Contractor agree to enter into this Integrity Pact, to avoid all forms of dishonesty, fraud and corruption including practices that are anti-competitive in nature, negotiations made in bad faith and under-pricing by following a system that is fair, transparent and free from any influence/unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

- a) Enable Transnet to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods and services; and
- b) Enable Tenderers/Service Providers/Contractors to abstain from bribing or participating in any corrupt practice in order to secure the contract.

2 COMMITMENTS OF TRANSNET

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

- 2.1 Transnet hereby undertakes that no employee of Transnet connected directly or indirectly with the sourcing event and ensuing contract, will demand, take a promise for or accept directly or through intermediaries any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Tenderer, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the tendering process, Tender evaluation, contracting or implementation process related to any contract.
- 2.2 Transnet will, during the registration and tendering process treat all Tenderers/Service Providers/Contractor with equity, transparency and fairness. Transnet will in particular, before and during the registration process, provide to all Tenderers/Service Providers/Contractors the same information and will not provide to any Tenderers/Service Providers/Contractors confidential/additional information through which the Tenderers/Service Providers/Contractors could obtain an advantage in relation to any tendering process.
- 2.3 Transnet further confirms that its employees will not favour any prospective Tenderers/Service Providers/Contractors in any form that could afford an undue advantage to a particular Tenderer during the tendering stage, and will further treat all Tenderers/Service Providers/Contractors participating in the tendering process in a fair manner.
- 2.4 Transnet will exclude from the tender process such employees who have any personal interest in the Tenderers/Service Providers/Contractors participating in the tendering process.

3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

- 3.1 Transnet has a '**Zero Gifts**' Policy. No employee is allowed to accept gifts, favours or benefits.
- a) Transnet officials and employees **shall not** solicit, give or accept, or from agreeing to solicit, give, accept or receive directly or indirectly, any gift, gratuity, favour, entertainment, loan, or anything of monetary value, from any person or juridical entities in the course of official duties or in connection with any operation being managed by, or any transaction which may be affected by the functions of their office.
 - b) Transnet officials and employees **shall not** solicit or accept gifts of any kind, from vendors, suppliers, customers, potential employees, potential vendors, and suppliers, or any other individual or organisation irrespective of the value.
 - c) Under **no circumstances** should gifts, business courtesies or hospitality packages be accepted from or given to prospective suppliers participating in a tender process at the respective employee's Operating Division, regardless of retail value.
 - d) Gratuities, bribes or kickbacks of any kind must never be solicited, accepted or offered, either directly or indirectly. This includes money, loans, equity, special privileges, personal favours, benefit or services. Such favours will be considered to constitute corruption.
- 3.2 The Tenderer/Service Provider/Contractor commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Tender or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Tenderer/Service Provider/Contractor commits to the following:
- a) The Tenderer/Service Provider/Contractor will not, directly or through any other person or firm, offer, promise or give to Transnet or to any of Transnet's employees involved in the tendering process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the tendering process; and
 - b) The Tenderer/Service Provider/Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Transnet, connected directly or indirectly with the tendering process, or to any person, organisation or third party related to the contract in exchange for any advantage in the tendering, evaluation, contracting and implementation of the contract.
- 3.3 The Tenderer/Service Provider/Contractor will not collude with other parties interested in the contract to preclude a competitive Tender price, impair the transparency, fairness and progress of the tendering process, Tender evaluation, contracting and implementation of the contract. The Tenderer / Service Provider further commits itself to delivering against all agreed upon conditions as stipulated within the contract.

- 3.4 The Tenderer/Service Provider/Contractor will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Tenderers/Service Providers/Contractors. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the tendering process.
- 3.5 The Tenderer/Service Provider/Contractor will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Tenderer/Service Provider/Contractor will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 3.6 A Tenderer/Service Provider/Contractor of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or tendering process. Similarly, the Tenderer / Service Provider / Contractor of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or tendering process.
- 3.7 The Tenderer/Service Provider/Contractor will not misrepresent facts or furnish false or forged documents or information in order to influence the tendering process to the advantage of the Tenderer/Service Provider/Contractor or detriment of Transnet or other competitors.
- 3.8 Transnet may require the Tenderer/Service Provider/Contractor to furnish Transnet with a copy of its code of conduct. Such code of conduct must address the compliance programme for the implementation of the code of conduct and reject the use of bribes and other dishonest and unethical conduct.
- 3.9 The Tenderer/Service Provider/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 3.10 The Tenderer/Service Provider/Contractor confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human Rights, Labour, Anti-Corruption and the Environment when undertaking business with Transnet as follows:
 - a) Human Rights
 - Principle 1: Businesses should support and respect the protection of internationally proclaimed human rights; and
 - Principle 2: make sure that they are not complicit in human rights abuses.
 - b) Labour
 - Principle 3: Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;
 - Principle 4: the elimination of all forms of forced and compulsory labour;
 - Principle 5: the effective abolition of child labour; and
 - Principle 6: the elimination of discrimination in respect of employment and occupation.

c) Environment

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

d) Anti-Corruption

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

4 INDEPENDENT TENDERING

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

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

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

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

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

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

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

5 DISQUALIFICATION FROM TENDERING PROCESS

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

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

6 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

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

- a) Has, in bad faith, withdrawn such Tender after the advertised closing date and time for the receipt of Tenders;
 - b) has, after being notified of the acceptance of his Tender, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the Tender documents;
 - c) has carried out any contract resulting from such Tender in an unsatisfactory manner or has breached any condition of the contract;
 - d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;
 - e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;
 - f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:
 - (i) he made the statement in good faith honestly believing it to be correct; and
 - (ii) before making such statement, he took all reasonable steps to satisfy himself of its correctness;
 - g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
 - h) has litigated against Transnet in bad faith.
- 6.8 Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National Treasury's database of Restricted Service Providers or Register of Tender Defaulters.
- 6.9 Companies associated with the person/s guilty of misconduct (i.e., entities owned, controlled or managed by such persons), any companies subsequently formed by the person(s) guilty of the misconduct and/or an existing company where such person(s) acquires a controlling stake may be considered for blacklisting. The decision to extend the blacklist to associated companies will be at the sole discretion of Transnet.

7 PREVIOUS TRANSGRESSIONS

- 7.1 The Tenderer/Service Provider/Contractor hereby declares that no previous transgressions resulting in a serious breach of any law, including but not limited to, corruption, fraud, theft, extortion and contraventions of the Competition Act 89 of 1998, which occurred in the last 5 (five) years with any other public sector undertaking, government department or private sector company that could justify its exclusion from its registration on the Tenderer's/Service Provider's/Contractor's database or any tendering process.

- 7.2 If it is found to be that the Tenderer/Service Provider/Contractor made an incorrect statement on this subject, the Tenderer/Service Provider/Contractor can be rejected from the registration process or removed from the Tenderer/Service Provider/Contractor database, if already registered, for such reason (refer to the Breach of Law Returnable Form contained in the document.)

8 SANCTIONS FOR VIOLATIONS

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

9 CONFLICTS OF INTEREST

- 9.1 A conflict of interest includes, inter alia, a situation in which:
- a) A Transnet employee has a personal financial interest in a tendering / supplying entity; and
 - b) A Transnet employee has private interests or personal considerations or has an affiliation or a relationship which affects, or may affect, or may be perceived to affect his / her judgment in action in the best interest of Transnet or could affect the employee's motivations for acting in a particular manner, or which could result in, or be perceived as favouritism or nepotism.
- 9.2 A Transnet employee uses his / her position, or privileges or information obtained while acting in the capacity as an employee for:
- a) Private gain or advancement; or
 - b) The expectation of private gain, or advancement, or any other advantage accruing to the employee must be declared in a prescribed form.

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

- 9.3 If a Tenderer/Service Provider/Contractor has or becomes aware of a conflict of interest i.e., a family, business and / or social relationship between its owner(s)/ member(s)/director(s)/partner(s)/shareholder(s) and a Transnet employee/ member of Transnet's Board of Directors in respect of a Tender which will be considered for the Tender process, the Tenderer/Service Provider/ Contractor:
- a) must disclose the interest and its general nature, in the Request for Proposal ("RFX") declaration form; or
 - b) must notify Transnet immediately in writing once the circumstances have arisen.
- 9.4 The Tenderer/Service Provider/Contractor shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any committee member or any person involved in the sourcing process, where this is done, Transnet shall be entitled forthwith to rescind the contract and all other contracts with the Tenderer/Service Provider/Contractor.

10 DISPUTE RESOLUTION

- 10.1 Transnet recognises that trust and good faith are pivotal to its relationship with its Tenderer / Service Provider / Contractor. When a dispute arises between Transnet and its Tenderer / Service Provider / Contractor, the parties should use their best endeavours to resolve the dispute in an amicable manner, whenever possible. Litigation in bad faith negates the principles of trust and good faith on which commercial relationships are based. Accordingly, following a blacklisting process as mentioned in paragraph 6 above, Transnet will not do business with a company that litigates against it in bad faith or is involved in any action that reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:
- a) **Vexatious proceedings:** these are frivolous proceedings which have been instituted without proper grounds;
 - b) **Perjury:** where a Tenderer / Service Provider / Contractor make a false statement either in giving evidence or on an affidavit;
 - c) **Scurrilous allegations:** where a Tenderer / Service Provider / Contractor makes allegations regarding a senior Transnet employee which are without proper foundation, scandalous, abusive or defamatory; and
 - d) **Abuse of court process:** when a Tenderer / Service Provider / Contractor abuses the court process in order to gain a competitive advantage during a Tender process.

11 GENERAL



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

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

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

Signature

Date

T2.2-26 Supplier Code of Conduct

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

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

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

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

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

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

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

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

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

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

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



Conflicts of Interest

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

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

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

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

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

Signed on this day _____ at _____

Signature

BONDS, GUARANTEES, INSURANCES

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

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

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

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



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

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

Name of Guarantor
(Bank/Insurer)

.....

Address

.....

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

Signed

.....

Name

.....

Capacity

.....

On behalf of (name of tenderer)

.....

.....

Date

.....

Confirmed by Guarantor's Authorised Representative

Signature(s)

.....

Name (print)

.....

Capacity

.....

On behalf of Guarantor
(Bank/insurer)

.....

Date

.....



T2.2-32: Forecast Rate of Invoicing

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

<p>Index of documentation attached to this schedule:</p> <p>.....</p>



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

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

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

.....

.....

.....

.....

.....

.....

.....

Consultant:

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

Consultant:

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

Consultant:

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

Proposed Sub-consultant 1:

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

Proposed Sub-consultant 2:

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

Proposed Sub-consultant 3:

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

Proposed Sub-consultant 4:

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

Proposed Sub-consultant 5:

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

Proposed Sub-consultant 6:

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

Proposed Sub-consultant 7:

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

Proposed Sub-consultant 8:

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

The Contract

Part C1: Agreements and Contract Data

C1.1: Form of Offer and Acceptance



NATIONAL PORTS AUTHORITY
 TENDER NUMBER: TNPA/2024/01/0007/54253/RFP
 DESCRIPTION OF THE SERVICES: PRE-FEASIBILITY STUDIES FOR THE ENTRANCE CHANNEL WIDENING & DEEPENING, ISLAND VIEW BASIN, PIER 1 CONTAINER TERMINAL, INFILL DCT BASIN AND NEW MAYDON WHARF CONTAINER TERMINAL FOR THE PORT OF DURBAN

C1.1: Form of Offer & Acceptance

Offer

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

Pre-feasibility studies for the Entrance Channel Widening & Deepening, Island View Basin, Pier 1 Container Terminal, Infill DCT Basin and New Maydon Wharf Container Terminal for the Port of Durban

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

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

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

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

Signature(s)

Name(s)

Capacity

For the tenderer:

Name & signature of witness

(Insert name and address of organisation)

Date



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Acceptance

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

- Part C1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
- Part C2 Pricing Data: Activity Schedule
- Part C3 Scope of Services

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the *Employer* during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

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

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

Unless the tenderer (now *Consultant*) within five working days of the date of such receipt notifies the *Employer* in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s)

Name(s)

Capacity

for the Employer Transnet National Ports Authority, a division of Transnet SOC Limited
 237 Mahatma Gandhi Road, Queens Warehouse, Port of Durban, 4000

Name & signature of witness (Insert name and address of organisation)

Date



Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		

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

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

For the tenderer:

For the *Employer*

Signature

Name

Capacity

On behalf of *(Insert name and address of organisation)*

Transnet SOC Ltd

Name & signature of witness

Date

C1.2: Contract Data Part 1 and 2



C1.2 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
	dispute resolution Option and secondary Options	<p>A : Activity Schedule</p> <p>W1: Dispute resolution procedure</p> <p>X1: Price adjustment for inflation</p> <p>X2: Changes in the law</p> <p>X7: Delay damages</p> <p>X9: Transfer of Right</p> <p>X10: <i>Employer's Agent</i></p> <p>X11: Termination by the <i>Employer</i></p> <p>X13: Performance Bond</p> <p>X18: Limitation of Liability</p> <p>Z: <i>Additional conditions of contract</i></p>
	of the NEC3 Professional Services Contract (June 2005) (amended June 2006 and April 2013)	



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DESCRIPTION OF THE SERVICES: PRE-FEASIBILITY STUDIES FOR THE ENTRANCE CHANNEL WIDENING & DEEPENING, ISLAND VIEW BASIN, PIER 1 CONTAINER TERMINAL, INFILL DCT BASIN AND NEW MAYDON WHARF CONTAINER TERMINAL FOR THE PORT OF DURBAN

10.1	The <i>Employer</i> is (Name): Address	Transnet SOC Ltd Registered address: Transnet Corporate Centre 138 Eloff Street Braamfontein Johannesburg 2000												
	Having elected its Contractual Address for the purposes of this contract as:	Transnet National Ports Authority Queens Warehouse 237 Mahatma Gandhi Road Durban 4001												
11.2(9)	The <i>services</i> are	Pre-feasibility studies for entrance channel widening and deepening, island view basin, pier 1 container terminal, infill DCT basin and new Maydon Wharf container terminal for the Port of Durban												
11.2(10)	The following matters will be included in the Risk Register	Damages to unknown services												
11.2(11)	The Scope is in	Part C3.1: Scope of Services												
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa subject to the jurisdiction of the Courts of South Africa												
13.1	The <i>language of this contract</i> is	English												
13.3	The <i>period for reply</i> is	2 weeks												
2	The Parties' main responsibilities													
25.2	The <i>Employer</i> provides access to the following persons, places and things	as defined in the Scope												
3	Time													
30.1	The <i>starting date</i> is	03 July 2024												
30.3	Key Dates	<table border="1"> <thead> <tr> <th>Task Description</th> <th>Start Date</th> <th>End Date</th> </tr> </thead> <tbody> <tr> <td>Present Engineering Design Model</td> <td>3 July 2024</td> <td>31 July 2024</td> </tr> <tr> <td>Presenting specialist study outcome</td> <td>1 Nov 2024</td> <td>31 Jan 2025</td> </tr> <tr> <td>Present Engineering Design and Reports for All Projects</td> <td>3 July 2024</td> <td>31 July 2025</td> </tr> </tbody> </table>	Task Description	Start Date	End Date	Present Engineering Design Model	3 July 2024	31 July 2024	Presenting specialist study outcome	1 Nov 2024	31 Jan 2025	Present Engineering Design and Reports for All Projects	3 July 2024	31 July 2025
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11.2(3)	The <i>completion date</i> for the whole of the <i>services</i> is	02 November 2025	
31.1	The <i>Consultant</i> is to submit a first programme for acceptance within	Two (2) weeks from starting date	
32.2	The <i>Consultant</i> submits revised programmes at intervals no longer than	Four (4) weeks' intervals	
4	Quality		
40.2	The quality policy statement and quality plan are provided within	As defined in the Scope.	
41.1	The <i>defects date</i> is	52 Weeks after Completion of the whole of the service	
5	Payment		
50.1	The <i>assessment interval</i> is on the	25th (Twenty Fifth) day of each successive month.	
50.3	The <i>expenses</i> stated by the <i>Employer</i> are	Item	Amount
		Economy air fares	Expenses/claims/costs pertaining to these items must be specifically and individually approved (in writing) by the <i>Employer</i> before the <i>Consultant</i> incurs any corresponding expense. Expenses will only be paid on a proven cost basis (specifically the submission of a detailed invoices
		Car hire not exceeding group B	
		Accommodation – Protea Group or Town Lodge Group or 3 Star equivalent	
51.1	The period within which payments are made is	Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.	
51.2	The <i>currency of this contract</i> is the	South African Rand (ZAR)	
51.5	The <i>interest rate</i> is	the prime lending rate of the Rand Merchant Bank	
6	Compensation events	No additional data required for this section of the <i>conditions of contract</i>	
7	Rights to material	No additional data required for this section of the <i>conditions of contract</i>	
8	Indemnity, insurance and liability		



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81.1 The amounts of insurance and the periods for which the *Consultant* maintains insurance are

Event	Cover	Period following Completion of the whole of the <i>services</i> or earlier termination
failure by the <i>Consultant</i> to use the skill and care normally used by professionals providing services similar to the <i>services</i>	Professional Indemnity insurance for not less than R2 000 000.00 (Two Million Rand) in respect of each claim, without limit to the number of claims	52 Weeks
death of or bodily injury to a person (not an employee of the <i>Consultant</i>) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i>	General Third Party Liability Insurance for all amounts falling within the excess of the policy, currently R25 000.00 (Twenty Five Thousand Rand) each and every claim, and/or for all amounts in excess of the policy limits as detailed in the policy document or whatever the <i>Consultant</i> deems desirable in respect of each claim, without limit to the number of claims	0 Weeks



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

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

Motor Vehicle Liability Insurance

Comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity for an amount of not less than R5 000 000.00

81.1 The *Employer* provides the following insurances

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

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

82.1 The *Consultant's* total liability to the *Employer* for all matters arising under or in connection with this contract, other than the excluded matters, is limited to

For all matters covered under the *Employer's* Professional Indemnity (PI) and General Third Party Liability policies, the *Consultant's* liability will be limited to the excesses applicable under the *Employer's* Professional Indemnity and General Third Party Liability policies as detailed in the policy wordings. The current excesses amount to R2 000 000.00 (Two Million Rand) PI and R25 000.00 (Twenty Five Thousand Rand) General Third Party Liability, respectively, each and every claim. For all matters not covered under the *Employer's* Professional Indemnity and General Third-Party Liability policies the *Consultants* liability will be limited to the final total of the Prices.



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9	Termination	No additional data required for this section of the <i>conditions of contract</i>
10	Data for main Option clause	
G A	Priced contract with Activity Schedule	
21.4	The <i>Consultant</i> prepares forecasts of the total Time Charge and <i>expenses</i> at intervals no longer than (change accordingly)	4 Weeks
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is (Name)	Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the Chairman of the Association of Arbitrators (Southern Africa) will appoint an <i>Adjudicator</i>
W1.2(3)	The <i>Adjudicator nominating body</i> is:	The Chairman of the Association of Arbitrators (Southern Africa)
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)
	The place where arbitration is to be held is	Durban, KwaZulu Natal, South Africa
	The person or organisation who will choose an arbitrator	The Chairman of the Association of Arbitrators (Southern Africa)
	<ul style="list-style-type: none"> if the Parties cannot agree a choice or if the <i>arbitration procedure</i> does not state who selects an arbitrator, is 	
12	Data for secondary Option clauses	
X1	Price adjustment for inflation	
X1.4	The <i>index</i> is	The "Consumer Price Index (CPI)" for "All Items" as published by Statistics South Africa in Table 1 of the Statistical Release P0141, "Consumer Price Index - Additional Tables".
	The <i>staff rates</i> are	The <i>staff rates</i> are fixed at the Contract Date and are not variable with changes in salary
X2	Changes in the law	



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X2.1	The <i>law of the project</i> is	The Law of the Republic of South Africa subject to the jurisdiction of the Courts of South Africa
X7	Delay damages	
X7.1	Delay damages for Completion of the whole of the <i>services</i> are	R3 000.00 per day
X9	Transfer of Rights	The <i>Employer</i> owns the <i>Consultant</i> rights over any of the material whatsoever prepared for the <i>Services</i> of this Contract by the <i>Consultant</i>. The <i>Consultant</i> provides on request by the <i>Employer's Agent</i>, all documentation in whatever form as required (native's, PDF's, CD's, etc) and all other material items which transfer these rights to the <i>Employer</i>.
X10	The <i>Employer's Agent</i>	
X10.1	The <i>Employer's Agent</i> is	Selvan Pillay
	Address	Queens Warehouse 237 Mahatma Gandhi Road Durban 4001
	Tel No.	TBA
	Email Address	TBA
	The authority of the <i>Employer's Agent</i> is	The <i>Employers Agent</i> is delegated to carry out all the actions of the <i>Employer</i> in this contract with the exception of those required by clauses 51.1, 90, 91 and 92 (Termination)
X11	Termination by the <i>Employer</i>	
X11.1	The <i>Employer</i> may terminate the <i>Consultant's</i> obligation to Provide the <i>Services</i> for a reason not stated in this contract by notifying the <i>Consultant</i> .	
X11.2	If the <i>Employer</i> terminates for a reason not stated in contract, an additional amount is due on termination which is 5% of the difference between:	The forecast of the final total of the prices in the absence of termination and The total of the other amounts and costs included in the amount due on termination
X13	Performance Bond	
X13.1	The amount of the performance bond is	5% of total of the Prices including VAT



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X18	Limitation of liability	
X18.1	The <i>Consultant's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	Nil
X18.2	The <i>Consultant's</i> liability to the <i>Employer</i> for Defects that are not found until after the <i>defects date</i> is limited to:	The Cost of correcting the Defect.
X18.3	The <i>end of liability date</i> is	Five (5) Years after Completion of the whole of the <i>services</i>.
Z	<i>Additional conditions of contract</i>	
Z1:	Obligations in respect of Joint Venture Agreements	The <i>additional conditions of contract</i> are



<p>Z1.1</p>	<p>Insert the additional core clause 21.5</p> <p>21.5.1 In the instance that the <i>Consultant</i> is a joint venture, the <i>Consultant</i> shall provide the <i>Employer</i> with a certified copy of its signed joint venture agreement, and in the instance that the joint venture is an 'Incorporated Joint Venture,' the Memorandum of Incorporation, within 4 (four) weeks of the Contract <i>starting date</i>. The Joint Venture agreement shall contain but not be limited to the following:</p> <ul style="list-style-type: none"> • A brief description of the Contract and the Deliverables; • The name, physical address, communications addresses and domicilium citandi et executandi of each of the constituents and of the Joint Venture; • The constituents' interests; • A schedule of the insurance policies, sureties, indemnities and guarantees which must be taken out by the Joint Venture and by the individual constituents; • Details of an internal dispute resolution procedure; <p>Written confirmation by all of the constituents:</p> <ol style="list-style-type: none"> i. of their joint and several liability to the <i>Employer</i> to Provide the <i>services</i>. ii. proof of separate bank account/s in the name of the joint venture. iii. identification of the leader in the joint venture confirming the authority of the leader to bind the joint venture through the <i>Consultant's</i> representative. iv. Identification of the roles and responsibilities of the constituents to provide the <i>services</i>. <ul style="list-style-type: none"> • Financial requirements for the Joint Venture: <ol style="list-style-type: none"> i. the working capital requirements for the Joint Venture and the extent to which and manner whereby this will be provided and/or guaranteed by the constituents from time to time; ii. the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture;
<p>Z1.2</p>	<p>Insert additional core clause 21.6</p> <p>21.6. The <i>Consultant</i> shall not alter its composition or legal status of the Joint Venture without the prior approval of the <i>Employer</i>.</p>
<p>Z2</p>	<p>Additional obligations in respect of Termination</p>



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Z2.1	<p>The following will be included under core clause 90.1: In the second main bullet, after the word 'partnership' add 'joint venture whether incorporate or otherwise (including any constituent of the joint venture)' and</p> <p>Under the second main bullet, insert the following additional bullets after the last sub-bullet:</p> <ul style="list-style-type: none"> • commenced business rescue proceedings • repudiated this Contract
Z2.2 font	<p><i>Clause 90.5 is added as an additional clause</i> Where all or part of the Services are suspended for a period of six months or more either party may terminate the Contract by notifying the other.</p>
Z3	<p>Additional obligations in respect of Termination</p>
	<p>The following will be included under core clause 90.1: In the second main bullet, after the word 'partnership' add 'joint venture whether incorporate or otherwise (including any constituent of the joint venture)'</p>
Z4	<p>Right Reserved by Transnet to Conduct Vetting through SSA</p>
Z4.1	<p>The <i>Employer</i> reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any <i>Consultant</i> who has access to National Key Points for the following without limitations:</p> <ol style="list-style-type: none"> 1. Confidential – this clearance is based on any information which may be used by malicious, opposing or hostile elements to harm the objectives and functions of an organ of state. 2. Secret – clearance is based on any information which may be used by malicious, opposing or hostile elements to disrupt the objectives and functions of an organ of state. 3. Top Secret – this clearance is based on information which may be used by malicious, opposing or hostile elements to neutralise the objectives and functions of an organ of state.
Z5	<p>Additional Clause Relating to Collusion in the Construction Industry</p>



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		The contract award is made without prejudice to any rights Transnet may have to take appropriate action later with regard to any declared bid rigging including blacklisting.
Z6	Protection of Personal Information Act	The <i>Employer</i> and the <i>Consultant</i> are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act.
Z7	Consultant's Responsibility for the Design	
Z7.1		<p>The <i>Consultant</i> shall be fully liable and responsible for the engineering design as Annexed to the Scope, which was produced and provided by <i>Others</i>. The <i>Consultant</i> shall not provide an alternate design.</p> <p>The <i>Consultant</i> shall not change the design in any way whatsoever that contradicts the original design to the point where it alters or changes the basis upon which the provided design was produced. Any minor alterations or amendments to the design during construction are subject to the approval of the <i>Employer's Agent</i>. The <i>Consultant</i> shall take full responsibility for the design.</p>
Z7.2		<p>Failure by the <i>Consultant</i> to take full responsibility for the postulated design shall result in breach of this contract. At contract stage the design provided by <i>Others</i> as Annexed to the Scope, shall become the <i>Consultant's</i> design. As such, the <i>Consultant</i> shall sign off the As-Built drawings after construction and bear the full engineering responsibility in terms of the "Duties of Designer" as described under clause 6, GRN 84 of the Construction Regulations (Act 85 of 1993) for the <i>services</i>.</p> <p>In addition, the <i>Consultant</i> shall provide the services equivalent to Stage 5 as per the Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000, Act No.46 of 2000.</p> <p>The <i>Consultant</i> takes on the responsibility of a "registered person" in accordance to the ECSA Code of Conduct.</p>
Z8	Additional Clause Relating to the Employer's rights to take appropriate action	



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Z8.1		Any declared, exposed or confirmed tender rigging.
Z8.1.1		The <i>Consultant</i> further undertakes: not to give or cause any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract.
Z8.1.2		To comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the <i>Employer</i> is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.
Z8.1.3		The <i>Consultant's</i> breach of this clause constitutes grounds for terminating the <i>Consultant's</i> obligation to Provide the Services or taking any other action as appropriate against the <i>Consultant</i> (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.
Z8.1.4		If the <i>Consultant</i> is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuity, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the <i>Employer</i> , the <i>Employer</i> shall be entitled to terminate the contract forthwith and take any other action as appropriate against the <i>Consultant</i> (including civil or criminal action).
Z8.2	The contract award is made without prejudice to any rights the <i>Employer</i> may have to take appropriate action later with regard to:	Politically Exposed Persons including any allegations with regards to State Capture.
Z8.3	The contract award is made without prejudice to any rights the <i>Employer</i> may have to take appropriate action later with regard to:	Blacklisting by any State Entity on the National Treasury database.
Z9	Time	



Z9.1		<p><i>Clause 33.2. is added as an additional clause.</i></p> <p>The <i>Employer</i> may at any time suspend part or all of the <i>services</i>. As a consequence, if the <i>Consultant</i> is required to demobilise and then remobilise its staff and equipment, the <i>Consultant</i> will be reimbursed at cost. The <i>Consultant</i> will be required to reduce and mitigate all its costs during the period of suspension and will be entitled to compensation only to the extent that it can demonstrate it has incurred costs which were not capable of being mitigated.</p>
Z10	Compensation Events	
Z10.1		<p>Clause 61.4: The first bullet point is amended to read as follows: arises from the fault, error, negligence or default of the <i>Consultant</i>.</p>
Z11	Limitation of liability	
Z11.1		<p>Add to core clause 82.1 and X18</p> <p>For the avoidance of doubt the parties expressly agree that the total liability of the <i>Consultant</i> to the <i>Employer</i> applies jointly and severally across all organisations comprising of the <i>Consultant</i>.</p>
Z12	Additional clauses relating to cession of rights	
Z12.1		<p>Add to core clause 12.3 Any extension, concession, waiver or relaxation of any action by the Parties, the <i>Employers' Agent</i> or <i>Adjudicator</i> does not constitute a waiver of rights and does not give rise to an Estoppel or Lien, unless the Parties agree otherwise and confirm such an agreement in writing.</p>
Z13	Employer's Step-in rights	
Z13.1		<p>If the <i>Consultant</i> defaults by failing to comply with his obligations and fails to remedy such default within 2 weeks of the notification of the default by the <i>Employer's Agent</i>, the <i>Employer</i>, without prejudice to his other rights, powers and remedies under the contract, may remedy the default either himself or procure a third party (including any <i>sub-consultant</i> or supplier of the <i>Consultant</i>) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the <i>Consultant</i>.</p>



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Z13.2		<p>The <i>Consultant</i> co-operates with the <i>Employer</i> and facilitates and permits the use of all required information, materials and other matter (including but not limited to documents and all other drawings, CAD materials, data, software, models, plans, designs, programs, diagrams, evaluations, materials, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the <i>Consultant</i> under the contract or otherwise for and/or in connection with any subsequent <i>works</i>) and generally does all things required by the <i>Employers' Agent</i> to achieve this end.</p>
Z14	First Assessment Interval	<p>In the event that the <i>Consultant</i> is not loaded on the vendor database, the Employer's Agent's first assessment of the amount due will be done once the Consultant has been successfully loaded as a vendor on the Employer's database following submitting all valid updated documents to the Procurement Officer. Therefore, on NEC PSC Clause 50.1 the following text is removed in its entirety "and is no later than the assessment interval after the starting date".</p>



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C1.2 Contract Data

Part two - Data provided by the *Consultant*

The tendering *Consultant* is advised to read both the NEC3 Professional Services Contract (April 2013) and the relevant parts of its Guidance Notes (PSC3-GN)¹ in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on pages 152 to 159 of the PSC3 Guidance Notes.

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

Clause	Statement	Data
10.1	The <i>Consultant</i> is (Name): Address Tel No. Fax No.	
22.1	The <i>Consultant's key persons</i> are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job: Responsibilities: Qualifications: Experience:	
Info.		CV's (and further <i>key persons</i> data including CVs) are appended to Tender Schedule entitled
11.2(10)	The following matters will be included in the Risk Register	
11.2(13)	The <i>staff rates</i> are:	Refer to Part C2.2
25.2	The <i>Employer</i> provides access to the following persons, places and things	As defined in the Scope of Services
A	Priced contract with activity schedule	
11.2(25)	The activity schedule is in	Refer to Part C2.2

¹ Available from Engineering Contract Strategies Tel 011 803 3008 Fax 011 803 3009

C1.3: Form of Guarantee

C1.3 Forms of Securities

Pro forma Performance Guarantee

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

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

Option X13: Performance bond

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

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

Pro forma Performance Guarantee (for use with Option X13)

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

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

Date:

Dear Sirs,

Performance Guarantee for Contract No: TNPA/2024/01/0007/54253/RFP

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

{Transnet SOC Ltd, Registration No. 1990/000900/30} (the *Employer*) and
{Insert registered name and address of the *Consultant*} (the *Consultant*), for
{Insert details of the *services* from the Contract Data} (the *services*).

I/We the undersigned

on behalf of the
Guarantor

of physical address

and duly authorised thereto do hereby provide the following Performance Guarantee, as required under the above Contract, subject to the following conditions:

1. Any reference in this Performance Guarantee to the above Contract / works is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a Suretyship.
2. The Guarantor's obligation under this Performance Guarantee is restricted to the payment of money.

3. The terms *Employer*, *Consultant*, *Employer's Agent*, *services* and *Completion* have the meaning as assigned to them by the *conditions of contract* stated in the Contract Data for the aforesaid Contract.
4. We renounce all benefits from any legal exceptions which might or could be pleaded against the validity of this Performance Guarantee.
5. The *Employer* has the absolute right to arrange his affairs with the *Consultant* in any manner which the *Employer* deems fit and without being advised thereof the Guarantor shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the Guarantor. Without derogating from the foregoing compromise, extension of the construction period, indulgence, release or variation of the *Consultant's* obligation shall not affect the validity of this Performance Guarantee.
6. This Performance Guarantee will lapse on the earlier of:
 - the date that the Guarantor receives a notice from the *Employer's Agent* stating that the Completion Certificate for the whole of the *services* has been issued, that all amounts due from the *Consultant* as certified in terms of the Contract have been received by the *Employer* and that the Contractor has fulfilled its obligations under the Contract, or
 - the date that the Guarantor issues a replacement Performance Guarantee for such lesser or higher amount as may be required by the *Employer's Agent*.
7. Always provided that this Performance Guarantee will not lapse in the event the Guarantor is notified by the *Employer's Agent*, (before the dates above), of the *Employer's* intention to institute claims and the particulars thereof, in which event this Guarantee shall remain in force until all such claims are paid and settled.
8. Subject to the Guarantor's total liability referred to in clause 9 below, the Guarantor undertakes to pay the *Employer* the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the *Employer's Agent* to the Guarantor calling up this Performance Guarantee stating that:
 - 8.1 The Contract has been terminated due to the *Consultant's* default or failure to fulfil its obligations under the Contract and that the Performance Guarantee is called up in terms of this clause 8. A copy of the termination certificate shall be enclosed with the demand;
9. Our total liability hereunder shall not exceed the Guaranteed Sum of:
(say)

R _____



10. This Performance Guarantee is neither negotiable nor transferable and is governed by the laws of the Republic of South Africa, subject to the jurisdiction of the courts of the Republic of South Africa.
11. This Performance Guarantee, accompanied by the required demand notice and termination certificate as per clause 8, shall be regarded as a liquid document for the purpose of obtaining a court order.

Signed _____ on this _____ day of _____ 20__
at _____

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

Part C2: Pricing Data

C2.1 Pricing Instructions – Option A

PART C2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option A	2
C2.2	Pricing Schedule	6

C2.1 Pricing assumptions: Option A

C2.1.1 Pricing Instructions

- 1) The Consultant shall be paid under Option (Priced Contract with activity schedule) for services performed.
- 2) The staff rates are the prices charged for staff and shall include for all the costs to the Consultant, including basic salary, any additional payments or benefits and social costs, overhead charges incurred as part of normal business operations including the cost of management, as well as payments to administrative, clerical and secretarial staff used to support professional and technical staff in general and not on a specific project only.
- 3) The total annual cost of employment of a person is the total amount borne by the Consultant in respect of the employment of such a person per year, calculated at the amounts applicable to such a person at the time when the services are rendered, including basic salary, or a nominal market related salary, fringe benefits not reflected in the basic salary, including normal annual bonus; Employer's contribution to medical aid; group life insurance premiums borne by the Consultant; the Consultant's contribution to a pension or provident fund; and all other benefits or allowances payable in terms of a letter of appointment, including any transportation allowance or company vehicle benefits, telephone and / or computer allowances, etc; and amounts payable in terms of an Act.
- 4) The hourly rates for salaried professional or technical staff (staff rate category 4 in Pricing Schedule) shall not exceed that payable professionally qualified responsible for carrying out the service (staff rate category 3 in Pricing Schedule).
- 5) The hourly rates for salaried staff include all protective clothing and all standard equipment.
- 6) The staff rate for casual labour shall include the provision of all protective clothing.
- 7) Payment to a director or member not providing strategic guidance in planning and executing a project or performing quality management checks shall be paid under another relevant category.
- 8) The staff rates derived from the Pricing Schedule exclude value added tax.
- 9) The staff rates for categories 1 to 5 when staff travelling more than 1,5 hours from their normal place to or from a job site (or vice versa) shall be reduced.

C2.1.2 Expenses

- 1) A subsistence allowance is an amount intended to cover incidental costs incurred by reason of living away from home, such as the cost of meals, liquid refreshments, phone calls, internet access, laundry and job-related out of pocket expenses that are not paid for in terms of the contract.
- 2) A subsistence allowance may only be claimed in respect of each night that a staff member is away from home.

-
- 3) Travel expenses may only be claimed in respect of the cost of transportation of the Consultant's staff from their usual place of business to the job-site and return from the job-site to Consultant's usual place of business.
 - 4) The transportation and accommodation costs and costs for excavation of test pits, boreholes, drilling, testing and sampling and making good, shall be multiplied by a factor to compensate the Consultant for any unrecovered costs associated with these items.
 - 5) All air travel shall be in economy class on a scheduled airline.
 - 6) Accommodation means a
 - a) bed and breakfast;
 - b) guest house;
 - c) self-catering; or
 - d) hotel having a star rating of 1, 2 or 3 as defined by the Tourism Grading Council of South Africa (see www.tourismgrading.co.za).

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

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

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

C2.2 Pricing Schedule

The *staff rates* are:

Category		Basis of staff rate, excluding VAT	Applicable parameter
1	Director or member providing strategic guidance in planning and executing a project and performing quality management checks.	Rate per hour in Rand	R \ hour
2	Professionals who provide advice at a level of specialization where such advice is recognized as that of an expert		R \ hour
3	Professionally qualified staff, with adequate expertise and relevant experience, who carry direct professional responsibility for one or more specific activities related to a project.		R \ hour
4	Salaried technical staff with adequate expertise and relevant experience performing work with direction and control provided by any person contemplated in categories 1, 2 or 3.	Cents per hour for every R100 total annual cost of employment	c/hr/R100
5	Casual labour employed on a daily basis	Factor times daily market related wage	Factor =

The expenses are:

Category	Basis of expense, excluding VAT	Applicable parameter
1 Subsistence allowance	Amount per day	%
2 Factor applied to costs for the excavation of test pits, boreholes, drilling, testing and sampling and making good.	Factor times cost	Factor =
3 Factor applied to transportation costs and accommodation	Factor times cost	Factor =
4 Private car or MPV		
4.1 Engine capacity less than or equal to 1600 cc	Cost per km in Rands	R /km
4.2 Engine capacity greater than 1600 cc		R /km
5 Pick up vans and bakkies		
5.1 Engine capacity less than or equal to 1600 cc	Cost per km in Rands	R /km
5.2 Engine capacity greater than 1600 cc		R /km

C2.3 Activity Schedule

The *Employer's* Activity Schedule is listed below and is a summation of the Tenderers Schedule. The Tenderer can make reference to his Activity Schedule and attaches it to this schedule.

The details given below serve as guidelines only and the Tenderer may expand the description of the activities to suit his particular methods within the line item in the Schedule. This will assist the employer with comparison of the pricing, for each of the tasks.

Item	Activity Description	Unit	Quantity	Amount
1.	ENGINEERING			
1.1	<i>The Consultant shall produce prefeasibility design reports, drawings, study reports, schedules, cost estimates, constructability sequencing, risks and assumptions associated with the development of the Entrance Channel Expansion.</i>			
1.1.1	Review existing study reports	Sum		
1.1.2	Provision of project management services to coordinate the various initiatives listed in the scope	Sum		
1.1.3	Present to employer the current Operating Philosophy for vessel for the Port of Durban with gap analysis.	Sum		
1.1.4	Present the engineering design model options.	Sum		
1.1.5	Identify options for each initiative listed in the scope.	Sum		
1.1.6	Produce plot plans for the proposals.	Sum		
1.1.7	Provision of a cost estimate for each option in each initiative listed in the scope.	Sum		
1.1.8	Generation of engineering and design of works to a pre-feasibility level of design (as per Transnet’s PLP) for each of the initiatives listed in the scope.	Sum		
1.1.9	Conduct a multi-criteria analysis for each initiative to identify best suitable option.	Sum		
1.1.10	Present desktop modelling wave action/loading survey results.	Sum		
1.1.11	Navigational full bridge simulation for the final selected option.	Sum		



1.1.12	Present a concept design for the expansion of the entrance channel, breakwaters, and sand trap, with consideration given to the reclamation and reuse of existing armor units.	Sum		
1.1.13	Presenting of special study outcomes	Sum		
1.1.14	Presenting detailed constructability plan to keep the entrance channel operational and other port operation.	Sum		
1.1.15	Production of artistic impression for each initiative listed in the scope.	Sum		
1.1.16	Presenting engineering design and reports. PLP Gate Review Reports.	Sum		
1.1.17	Compilation of the project estimate per initiative including the related Bill of Quantities (BOQs)	Sum		
1.1.18	Finalise Reports and Approve for all projects	Sum		
1.1.19	Gate Review	Sum		
SUB TOTAL				
2	OTHER DELIVERABLE AND SPECIALIST STUDIES			
2.1	Sea Level impact study	Sum		
2.2	Vessel Mooring Study	Sum		
2.3	Review historical Geotechnical investigation and conduct desk top geotechnical studies.	Sum		
2.4	Survey report	Sum		
2.5	Environmental Specialist studies as identified during the screening phase as per Transnet PLP concept and pre-feasibility stages guideline.	Sum		



2.6	Nautical studies	Sum		
2.7	Numerical Modelling	Sum		
2.8	3-D Rendered Drawings	Sum		
2.9	Sediment transport study	Sum		
2.10	Evaluate existing e-navigation technologies	Sum		
2.11	Vessel traffic study	Sum		
2.12	Develop risk management plan for each initiative.	Sum		
2.13	Identify project, operational and business risk and compile a risk register for each initiative.	Sum		
2.14	Hazop Study	Sum		
2.15	Provide project management services to coordinate initiatives listed in the scope of work.	Sum		
2.16	Skills development and transfer to TNPA employees	Sum		
3	Disbursements			
3.1	Travel	Sum		
3.2	Accommodation	Sum		
3.3	Administration (Printing, stationery, etc.)	Sum		
SUB TOTAL				
PLUS 15% VAT				
GRAND TOTAL				

The Consultant to provide the list of resources and hourly rates:

4	RESOURCE	RATE
4.1		
4.2		
4.3		
4.4		
4.5		
4.6		
4.7		
4.8		
4.9		
4.10		

Part C3: Scope of Services



PART 3: SCOPE OF SERVICES

Document reference	Title	No of pages
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	Total number of pages	35

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1 EXECUTIVE OVERVIEW

Transnet National Ports Authority (TNPA) plays a critical role in the logistics business through its eight commercial Ports located in the various provinces in South Africa (SA). To improve its service offering, TNPA will undertake critical projects to create the necessary port capacity ahead of demand.

The KwaZulu-Natal Logistics Hub (KZN-LH) Programme has been created within TNPA to focus on the delivery of these critical projects in the Durban and Richards Bay Ports.

Some of the key projects for the Programme include:

- New Navy Base and Satellite Station
- New Container Terminals
- Expansion of Dry Bulk Facilities & New Dry Bulk Terminals
- New LNG Terminal
- Road and Rail upgrades
- Entrance Channel expansions

The Programme will roll out a significant number of projects in the coming years. These projects have varying development stages when measured against the different project phases within the Transnet Project Lifecycle Process (PLP). A significant number of projects require pre-feasibility studies to be completed in the short term.

Figure 1 below shows projects included in the current scope from the Master Plan.

Figure 1: DURBAN MASTER PLAN OVERVIEW LAYOUT



The scope of this pre-feasibility study shall solely focus on Entrance Channel Widening and Deepening, Navigational Studies, Pier 1 Container Terminal Phase 1 & 2, Infill DCT Basin, and Terminal Layout for the New Maydon Wharf container Terminal.

Pre-feasibility studies herein will consider the widening and deepening of the existing entrance channel to the Port of Durban. The study will investigate various options for the new entrance channel keeping in mind the spacial restrictions and climate changes.

This study considers pre-feasibility development for the following projects:

- Entrance Channel Widening and Deepening
- Pier 1 Phase 1 Container Terminal
- Infill DCT Basin
- Pier 1 Phase 2 Container Terminal
- New Maydon Wharf Container Terminal – Landside terminal development

For navigation, the impact on the current aids to navigation need to be investigated to understand the suitability and any upgrades required should the channel be expanded. The possibility of installing luminous range leading lights and leading lights that are capable of measuring distance need to be explored. The project will also include the navigational studies for the entire port to



ensure that the expansion considers any impact. To initiate this development, TNPA will require pre-feasibility design studies to be undertaken.

The *Consultant* shall mobilise, undertake and complete the pre-feasibility Study for the Durban Entrance Channel Expansion, Island View Channel, Pier 1 container terminal, Infill DCT Basin and also undertaking specialist studies on the Maydon Wharf Channel deepening and looking at the suitability of the proposed New Maydon Wharf Container Terminal.

2 DESCRIPTION OF SERVICES

2.1 THE OBJECTIVE OF THE SERVICES

The project's main objective is to conduct a pre-feasibility study for the expansion of the Durban Entrance Channel, Island View Basin, Pier 1 Container Terminal, Infill DCT Basin, and Terminal Layout for the New Maydon Wharf Container Terminal. Also, specialist studies will be carried out on deepening the Maydon Wharf Channel, contributing to the ongoing Maydon Wharf Channel study.

The objectives of the Services are as follows:

- a) Provide a new cost effective **widened and deepened entrance channel** for the Port of Durban to accommodate larger vessels.
- b) The **Bluff turning basin** might be impacted by the entrance channel deepening and widening therefore the impact should be assessed.
- c) **Expansion of Pier 1 container terminal** to a capacity of 3,2m TEUs, construction of Berths and infilling using both dredged and imported material. The Navy station situated at Salisbury Island will be relocated; however, this package has been excluded from this project.
- d) **Infill DCT basin** using both dredged and imported material to create an additional berth and increasing terminal capacity to 4,4m. TEUs.
- e) **New Maydon Wharf Container Terminal Layout** increasing terminal capacity to 1,6m TEU's.
- f) Conduct specialist studies for Maydon Wharf Channel Deepening to determine the impact of larger vessels on moored vessels at the Maydon Wharf berths.
- g) Allow safe navigation into the Port at all times during the construction of the new entrance channel and all other construction services taking place simultaneously.
- h) Port navigational studies: Safe navigation to the various port precincts.
- i) Minimise environmental impacts.
- j) Reduce port congestion during construction and post construction.



-
- k) Evaluation of existing e-navigation technologies and introduce new technologies where necessary.

The *Consultant* must undertake amongst other generally accepted project management requirements:

- a) Undertake Specialist Studies including e-navigation
- b) Produce pre-feasibility engineering designs which must include sustainable development designs.
- c) Produce cost estimates for the project.
- d) Prepare all relevant reports across all disciplines for a Gate Review.
- e) Manage its service providers.
- f) Engage stakeholders.
- g) Provide monthly progress requirements.

2.2 SCOPE OF THE SERVICES SUMMARY

The *Consultant* shall be responsible for providing and managing the necessary resources, technology and specialists required to carry out all aspects of the Services for each of the projects contained in this pre-feasibility study, viz. Entrance channel deepening and widening, Navigational Studies, Pier 1 Container Terminal phase 1 & 2, Infill DCT Basin, and Terminal Layout for the New Maydon Wharf container Terminal.

The *Consultant* scope of services for each of the projects includes, but are not limited to:

- Provision of pre-feasibility level of engineering, design, and project management services, along with providing project support services for the various projects.
- Confirmation and compilation of the design basis, study reports, design criteria and the scope and accompanying documents.
- Review existing study reports, if available, and conduct additional studies if information is required.
- Develop and confirm the operating philosophy (Design Vessel, Vessel Navigation within the Port)
- Investigate the impact of the channel widening and deepening on the berths by conducting studies such as vessel mooring and others for the entire port.
- Familiarisation with the standards, procedures and procurement policies and all other governance requirements for both TNPA and local authorities.
- Management of the verification of underground services project boundaries and project limitations.
- Review historical geotechnical investigations.



-
- Identification of permits for all statutory requirements.
 - Verification of the existing as-built drawings of infrastructure and services where available.
 - Verification of any agreements between TNPA and Local Authorities, if applicable.
 - Produces plot plan/s for the proposals and seek Employer's review and approval.
 - Conduct Vessel Traffic Assessment for the Port of Durban with reference to standard operating procedures (SOP)
 - Identification and the development of the aids to navigation from the landside and quayside for the entire port.
 - Evaluate existing e-navigation technologies, including electronic chart display and information systems, Automatic identification System (AIS), and other relevant tools.
 - Identify options for each initiative listed in the scope of services ie. Entrance channel deepening & Widening, Pier 1 container terminal phase 1 & 2, Infill DCT Basin and New Maydon Wharf Container Terminal).
 - Costing of each option that is identified.
 - All possible solutions must be analysed clearly indicating advantages and disadvantages for each option.
 - Identify the best suitable option using a multi criteria analysis or any other acceptable decision-making tool for each initiative listed in the scope of services.
 - Generation of engineering and design of the works to a pre-feasibility level of design (as per Transnet's PLP) for each of the projects.
 - Verification of the list of work packages and finalization thereof for each of the projects.
 - Compilation of the project estimate per initiative listed in the scope of services including the related Bill of Quantities (BOQs) for the whole project.
 - Documentation including the assumptions which form the basis of the cost estimate.
 - Provision of detailed and realistic cash flow plan in line with the proposed schedule for each of the projects.
 - Identify project, operational & business risks and compile a risk register.
 - Provision for the involvement of the Employer in the design and risk reviews.
 - Engineering interface meetings and the generation of the minutes for all the meetings.
 - TNPA and Local Authority's interface meetings and the generation of the minutes for all the meetings.
 - Production of the basis of the schedule.
 - Maintenance of a document control process.
 - Maintenance of a document review procedure whereby documents are formally reviewed by identified internal stakeholders and representatives.
 - Production of project monthly reports as per prescribed dashboard format.
 - Implementation of change management.
 - Development of a risk management plan.



-
- Knowledge management - production of a record of key learning's experienced (generate lessons learned) – Skills development and transfer to TNPA employees.
 - Performance of Quality Assurance (QA) on the pre-feasibility work.
 - Presentation slides for monthly progress.
 - Chair monthly progress meeting and produce records of the meeting.
 - Production of artistic impressions for each initiative listed in the scope of services.
 - Produce and submit all PLP reports and documentation. (see annexure A)
 - Provide inputs to the business case development for all of the projects.
 - Submission of reports, drawings, and documents.
 - Produce and present the constructability methodology report for all projects. The task at hand is to generate and deliver a constructability methodology report.
 - Identification and assessment of potential risks associated with construction and operational phases for all the projects, including geotechnical instability, weather events, and safety concerns.
 - Supply of project close-out documentation.
 - Closeout of this pre-feasibility study.

2.3 SPECIALIST STUDIES TO BE UNDERTAKEN BY THE *CONSULTANT*

The following specialist studies will be scoped, managed, and executed by the *Consultant* during this pre-feasibility phase for the various projects:

1. Numerical modeling for the channels and basins.
2. Vessel navigational studies for the channels and basins within the port (Full bridge simulation on final selected option).
3. Sediment transport for the entrance channel.
4. Desktop Geotechnical investigations and review of historical borehole data for all projects.
5. Sea level rise, its impacts on the port's infrastructure (Proposed new entrance channel & proposed new terminals), mitigations, and appropriate pre-feasibility designs.
6. Conducting moored vessel studies to assess the impact of environmental conditions and vessels movement within the port on vessels moored along the quay side for all current and proposed new terminals.
7. Environmental Specialist studies as identified during the screening phase as per Transnet PLP concept and pre-feasibility stages guidelines.
8. Comprehensive investigation into opportunities related to e-navigation in maritime operations (Luminous range leading lights, leading lights capable of measuring distance) and production of a new nautical chart for the port.



Success of this pre-feasibility project assignment depends on the *Consultants* ability to:

- Carefully select resources with the required experience, skills, and attitude,
- Efficiently mobilize the necessary resources,
- Work closely with TNPA for any relevant information, guidance, and support,
- Effectively manage sub-consultants and specialists,
- Foster team integration,
- Manage conflict and a changing business environment.,

In addition, for effective execution, the *Consultant* shall:

- Supply all necessary tools, techniques, and support.
- Gather relevant data from internal stakeholders under the guidance and support of TNPA.

2.4 SUBMISSION OF PROPOSAL

The *Consultant* must submit a comprehensive proposal, responding to the scope of service and how it will be implemented. The *Consultant* must respond to all requirement listed in the Scope of Services (SoS) document. Responding to some of the requirements, will not be accepted.

2.5 AWARD OF THE CONTRACT

Transnet will enter into an NEC PSC option A contract for this project.

3 DELIVERABLES

The *Consultant* shall produce pre-feasibility design reports, drawings, study reports, schedules, cost estimates, constructability sequencing, risks and assumptions associated with each of the projects (Entrance channel deepening and widening, Navigational Studies, Pier 1 Container Terminal phase 1 & 2, Infill DCT Basin, and Terminal Layout for the New Maydon Wharf container Terminal).

a) Level of design for this pre-feasibility Study

- Produce designs to a pre-feasibility level and engineering design reports to select the most suitable option using a multi-criteria assessment tool (MCA) for the proposed key structure and layout for the works.



-
- Prepare and submit all PLP Gate Review documents and requirements for the feasibility phase.

b) Geotechnical investigation

The *Consultant* will undertake all desktop geotechnical investigation for all landside and waterside infrastructure for each of the projects. The scope includes but not limited to:

- Review historical information.
- Conduct desktop study.
- Submit draft interpretative report for review.
- Submit final interpretative report.

c) Surveys

The *Consultant* will undertake a desktop study on required topographical surveys.

d) Engineering model and operating philosophy

An engineering design model and operating philosophy for the Entrance channel deepening and widening, Navigational Studies, Pier 1 Container Terminal phase 1 & 2, Infill DCT Basin, and Terminal Layout for the New Maydon Wharf Container Terminal will be required to be developed for each of the projects. The *Consultant* will contract for appropriate specialists if required to undertake the required scope of services. Transnet in conjunction with the Harbour Master will provide the relevant guidance and support to achieve the required performance standards. A simulation will be undertaken to understand, finalise and document the operational requirements for the Channels and Island View Turning basin.

e) Numerical Modelling, Desktop Modelling and Navigational studies

Numerical modelling will be undertaken for the channels and basins, desktop modelling and navigational studies will be undertaken for each of the initiatives listed in the scope of services. A full bridge simulation is another key requirement that will be required for the final selected option.

f) Vessel Mooring Studies

Mooring studies are essential for every berth within the port. The *Consultant* will engage relevant specialists if needed to conduct these necessary studies.



g) Develop preliminary estimates

Prepare and complete the cost estimates for each of the projects within this scope of services based on the pre-feasibility designs. Based on the risk profile, a contingency value will be determined at this stage for the total project cost. Noting that there may be a sufficiently large forex component for material and labour, allowances will be made accordingly for the forex portion of the cost estimate. This estimate will become the basis for developing the project's business case.

h) Hazop Study

The *Consultant* will undertake a project specific Hazard and Operability Study (HAZOP) and incorporate equipment/vessels that are mandatory for the safe operations during construction of the Entrance Channel. The *Consultant* is further required to note that the Port Marine Operations i.e., vessel movement in the channels will not be severely affected by the construction activities of the new channel. The *Consultant* makes provision for participation of the *Employer* in the HAZOP study which must incorporate the following but not limited to:

- Engineering and constructability design, construction equipment/vessel functionality and safety.
- Violations of environment, health and safety Act, construction regulations and engineering standards.
- A plan to limit Marine operations disruptions and construction disruptions resulting in loss of productivity during construction.
- Produce recommendations and HAZOP procedures to be adopted for next feasibility design phase of the project.

i) Work Break-down structure

The *Consultant* will develop a preliminary work breakdown structure for the proposed infrastructure developments for each project listed in the scope.

j) Project schedule

Prepare and complete the level 3 project schedule for each of the projects based on the preliminary design. Based on the risk profile, sufficient time allowance will be made to baseline the schedule for full project execution for each project in the scope. This schedule will become the basis for project's business case.



k) Business case inputs

Provide pre-feasibility study information and inputs to the development of the feasibility business case.

l) Supply 3D rendered drawings

The 3D rendered drawings are critical tools for engaging internal and external stakeholders. This requirement is expected to be completed once sufficient detail has been developed by the *Consultant* and accepted by the Employer.

m) Environmental

The *Consultant* will have to compile all relevant environmental outputs as per the Transnet PLP concept and pre-feasibility stages guide.

3.1 OTHER DELIVERABLE AND SPECIALIST STUDIES

The *Consultant* is required to deliver to the *Employer* as a minimum the following:

1. Design Basis Report
2. All pre-feasibility designs
3. Schedule showing critical project milestones
4. Project cost estimate
5. Monthly progress reports
6. Draft PLP reports for review
7. Study Reports
8. Final Report



4 MANAGEMENT OF THE CONTRACT

The *Consultant* will not advertise the contract or the project to any third party, nor communicate directly with the media (in any jurisdiction) whatsoever without the express written notification and consent of TNPA.

The *Consultant* will obtain the permission and approval of TNPA before engaging any media or Stakeholder.

5 THE REQUIRED RESOURCES

The *Consultant's* team shall as a minimum comprise the following key staff:

- a) Team Leader/Supervisor (BSc / BTech, Pr. Eng / Pr. Tech)
- b) Engineers (Marine engineer – Port & Coastal) (BSc / BTech, Pr. Eng / Pr. Tech)
- c) Master Mariner (Certified as a Master Mariner)
- d) Quantity Surveyor [BSc / BTech in the Quantity Surveying, Professional Registration with (SACQSP)]
- e) Scheduler (National Diploma or Higher in Built Environment)
- f) Environmental Manager (EAPASA registered) and Environmental Specialists (SACNASP)

6 GENERAL

- a) The Service Provider shall note that this is a delivery-based contract, hence deliverables shall be completed and accepted by TNPA before any payment can be made.
- b) Payments will be made to the service provider as per the Activity Schedule.
- c) The Service Provider shall submit a draft report to TNPA for comments prior the submission of the final report.
- d) All drawings shall be submitted electronically in a PDF format and in native files where applicable compatible to AutoCAD and Civil Designer, reports shall be provided in Microsoft format.



7 QUALITY ASSURANCE REQUIREMENTS

Engagement	Reports required	Relevant/applicable documents
Weekly or as required	To be advised after award of contract	To be confirmed
Face-to-face	Electronic (editable) and hardcopy	

The onus rests on the Consultant to produce work which conforms to the quality requirements stated in the contract and provided for in the task orders. The Consultant should, at his own expense, institute a QC system and provide experienced technical staff together with all transport, instruments and equipment to ensure adequate supervision and positive control of the works at all times.

- The *Consultant* should submit his proposed Quality Control Procedures (QCPs) for *Employer's* approval. Once the QCP is approved it should form part of this works information. Site access will not be permitted until the QCP is approved.
- The *Consultant* should similarly review and accept (where they have authority to do so) quality documentation provided by the contractors contracted with Transnet.
- The *Consultant* and delegated project managers should report on the contractor's quality making specific reference to compliance, deviation, risk identification, mitigation proposals and actions.
- It is recorded that material provided by the *Employer* to the *Consultant* for the services may include designs done by others. The *Consultant* should obtain approval from the *Employer's* representative (owner's team representative) before any design reviews or checks are undertaken.
- Where material is "free-issued" the *Consultant* should undertake normal quality review process as if the material was not "free-issued", unless otherwise instructed by the *Employer*. The *Consultant* should report to the *Employer* any concerns he may have with the material for the *Employer's* decision.



7.1 CONTRACT QUALITY MANAGEMENT PLAN REQUIREMENTS

The *Consultant* prepares the Engineering and Design Quality Plan (EDQP), the scope and contents of which are determined by the nature of the services. The *Consultant* submits the EDQP to the *Employer* four weeks after contract date for acceptance.

The EDQP:

- a) Indicates the interface with the *Consultant's* quality system and applicable documents, such as procedures and work instructions
- b) Establishes communication channels between the *Consultant* and the *Employer* in respect of quality and the integration of such with the prescribed contract communication channels
- c) Indicates how all sub-consultants of engineering and design will be monitored
- d) Identifies items or activities for which specific QC plans will be prepared (e.g. MFDs if applicable)
- e) Identifies the specifications, drawings and acceptance criteria for material for which QC plans are not required
- f) Identifies the areas or processes requiring special controls
- g) Identifies the quality records pertaining to the services and how they are controlled and retained
- h) Identifies the *Consultant's* management representative and personnel responsible for the QC activities and their relationship to the *Consultant's* management structure
- i) Identifies the documents which are to be submitted to the *Employer* and the frequency of submission
- j) Indicates the *Consultant's* quality monitoring programme.
 - The *Consultant* ensures that a QC plan that is covering review and checking of all items procured and supplied in terms of this contract are produced by all suppliers and issued to the *Employer* for acceptance.

The QC plan indicates the following:

- a) The identification of the item of equipment or materials
- b) A list of the sequence of operations including review and checking
- c) The identification of the specification, drawing or procedure for each item of equipment
- d) The acceptance criteria with reference to the appropriate technical specification; in house, national or international standard or codes and the relevant clause number
- e) The inspection points the *Consultant* has nominated as hold and witness points
- f) Provision for inspection points nominated by the *Employer*, and/or authorized inspection authority/QC agency for hold and witness points



-
- g) Provision for review and checking status indication
 - h) Inspection records which are generated by the *Consultant* and kept available for inspection by the *Employer*.

7.2 CHECKING, REVIEW AND ACCEPTANCE NOTIFICATION

The *Consultant* gives at least two weeks advance notice to the *Employer* of hold or witness points on QCP

NOTE: More notice at least eight weeks is required if the supplier is not locally situated.

Notification for hold and witness points includes:

- Contract number
- Items to be inspected and nature of inspection (e.g. transfer of material identification numbers prior to cutting)
- QCP reference number and operation number
- Location of inspection
- Time and date of inspection
- Contact person's name.

7.3 NON-CONFORMANCES

The *Consultant* prepares Non-Conformance Reports (NCRs) for any non-conforming aspect of the item being inspected or documentation which forms part of the permanent quality records.

The *Consultant* submits these reports to the *Employer* for attention.

NCRs from any source issued to the *Consultant* or supplier are copied to the *Employer* who will issue an instruction in regard to the NCR.

The *Consultant* responds by stating the:

- Cause
- Corrective action
- Action taken to prevent recurrence
- Effective date.

The *Consultant* may apply for a concession to deviate from the stipulated requirements, specifications or codes, or when a non-conforming item or documentation is deemed by him to still be suitable for repair, rework or use as is. The *Consultant* uses applications for concession forms for this process.

The *Employer* issues a concession certificate if the NCR or documentation is suitable for repair, rework or use as is or the specification can be reasonably relaxed in the interests of all stakeholders. The *Employer* issues a concession only in exceptional circumstances.



7.4 CONTROL OF DEFECTS, CORRECTIVE ACTION AND STOP WORK ORDERS

Consultant's defect notification report

The *Consultant* prepares defect notifications for all defects in respect to the item of equipment, material, deliverables or documentation in which there is a defect. These form part of the permanent quality records.

The *Consultant* submits these reports to the *Employer* for review. The *Employer* initiates defect notifications and corrective action requests covering defects in respect to the work, deliverables or documentation or system failures.

- The *Consultant* responds by providing the following:
- Cause of the problem
- Proposed corrective action to resolve the problem
- Action taken to prevent recurrence of the problem
- Effective date of corrective action
- Corrective action request requirements.

Non-compliance with the requirements of a corrective action request will result in the issue of a stop work order.

7.5 STOP WORK ORDERS

The *Employer's* representative is authorized to issue a stop work in respect of an item of equipment or at any time for any portion of the work that does not comply with the codes or specifications.

When such an order is issued the supplier immediately stops work in the specified area and does not resume until the *Employer's* representative issues a written instruction for work to recommence.

7.6 RELEASE OF EQUIPMENT FOR DELIVERY

The *Consultant's* engineering manager releases all items of equipment and deliverables for delivery.

No items of equipment or deliverables to be reviewed by the *Employer's* representative or inspection team as required by QCP is released for inspection unless it has been released by the *Consultant's* engineering manager.



8 SERVICES EXECUTION

8.1 TEMPORARY WORKS, SITE SERVICES & CONSTRUCTION CONSTRAINTS

- a) The Service Provider shall make provision for traffic accommodation during the study.

8.2 EMPLOYER'S SITE ENTRY AND SECURITY CONTROL, PERMITS, AND SITE REGULATIONS:

- a) The Service Provider must comply with the Employer's Site entry and Port security control, permits and Site regulations. The Employer provides coded ID cards to all Contractors' employees for access/egress of personnel, plant, material, and equipment within the Site boundaries. Access to site is only issued once both the environmental and the health and safety site access certificates have been issued once both the environmental and the health and safety files have been approved by the Employer.
- b) Access must be subject to the Transnet National Ports Authority security requirements and regulations, which states that "access should be obtained for all the Service Provider personnel at Permit Office. The Service Provider must make a cost and time allowance for obtaining the necessary permits, including labour and transportation within his rates. All Service Provider personnel must at all times wear their security identity (ID) card so as to be easily identifiable as being employed by the particular company concerned.
- c) The Service Provider must ensure that all materials, machinery, or equipment brought by him onto the premises are recorded at the main gate(s) and/or checkpoint(s). Failure to do this may result in a refusal by the Employer to allow the materials, machinery, or equipment to be removed from the premises.

8.3 THE SERVICE PROVIDER COMPLIES WITH THE FOLLOWING:

- a) The Service Provider and his employees must enter and leave the premises only through the main gate(s) and/or checkpoint(s) designated by the Employer. The Service Provider must ensure that employees always observe the security rules of the Employer and must not permit any person who is not directly associated with the work from entering the premises.
- b) The Service Provider and his employees must not enter any area of the premises that is not directly associated with their work.
- c) The Service Provider shall ensure the safe passage of Service Provider traffic to and around the Site and Working Areas at all times that includes providing flagmen, protective barriers, signage, etc. for protection, direction, and control of traffic.

8.4 RESTRICTIONS TO ACCESS ON SITE, RAIL TRACKS, ROADS, WALKWAYS, AND BARRICADES:

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

- a) The Service Provider ensures the safe passage of Service Provider traffic to and around the Site and Working Areas at all times that includes providing flagmen, protective barriers, signage for protection as well as route and control of traffic.
- b) The Service Provider ensures that any of his personnel, labour and Equipment moving outside of his allocated Site and Working Areas does not obstruct the operations of the Port. To this end, access routes are allocated and coordinated by the Project Manager.
- c) The Service Provider ensures that all his construction personnel, labour and Equipment remains within his allocated and fenced off construction area.



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- d) All Service Provider personnel working within Port must comply with Transnet National Ports Authority's operational safety requirements and be equipped with all necessary PPE, high visibility apparel. A floating apparel must be provided when work is conducted within two meters (behind the yellow line) of the quay wall.

8.5 THE SERVICE PROVIDER COMPLIES WITH THE FOLLOWING [REQUIREMENTS OF THE EMPLOYER]:

- a) Access to the works for Service Provider personnel must be through the Port entrances. Movement of construction vehicles must be managed to ensure that other users are not delayed through the operational area. Construction activities must be barricaded to always allow safe use of the road areas. No additional payment must be made, and it must be deemed to be included in the rates of the relevant items.
- b) The speed limit in most internal roads within the Port of Durban is 40km/h unless otherwise indicated, compliance with these regulations are enforced and must be complied with, access cards/permit will be revoked if found to be non-compliant.
- c) The speed limit at quayside areas within the Port of Durban is 20km/h unless otherwise indicated, compliance with these regulations are enforced and must be complied with, access cards/permit will be revoked if found to be non-compliant.

8.6 PEOPLE RESTRICTIONS ON SITE; HOURS OF WORK, CONDUCT AND RECORDS:

The Service Provider keeps daily records of his people engaged on the Site and Working Areas (including Sub-contractors) with access to such daily records available for inspection by the Project Manager at all reasonable times.



8.7 THE SERVICE PROVIDER COMPLIES WITH THE FOLLOWING HOURS OF WORK FOR HIS PEOPLE (INCLUDING SUBCONTRACTORS) EMPLOYED ON THE SITE:

Normal working hours are between 08:00 and 16:30 Mondays to Fridays. It is required that the Service Provider will work outside the stated normal working hours, the Service Provider must obtain written permission at least 24 hours before the execution of the traffic counting exercise. TRANSNET NATIONAL PORTS AUTHORITY will not unreasonably withhold permission.

8.8 HEALTH AND SAFETY FACILITIES ON SITE

- a) The Service Provider shall provide a First Aid Box and appoint a competent person.
- b) All vehicles entering the operational site must be roadworthy, maintained in good order and be equipped with the necessary licences and safety requirements. All vehicles shall have operational reversing alarms. Operators must be trained and competent and authorised to operate the vehicle.
- c) The Service Provider shall display a sign prominently at his Site, all emergency contact numbers pertaining to procedures in the event of fire and emergencies.
- d) The Service Provider shall barricade all open pit or working sites according to what is required.
- e) The Service Provider personnel must be subject to all safety procedures and regulations as laid down by TNPA Health and Safety Specification.
- f) In the event of fire on work site, the Service Provider must provide the first response to minor fires and inform TNPA personnel of the fire, then vacate the site immediately in compliance to the Service Provider evacuation procedure. Any major fires must be immediately reported to the TNPA Fire Department for intervention.
- g) The Service Provider must note that smoking must not be allowed on the site within 30m of Building(s), it must only be allowed in designated and clearly marked smoking areas. No open fires must be lit anywhere on site.
- h) The Service Provider must be responsible for ensuring the satisfactory and safe



condition of all power tools and equipment. All electrically powered equipment must be compliant to OHS Act Standards. The use of electrically powered equipment must be subject to the prior approval of TNPA.

- i) All Occupational Health and Safety Act and Construction Regulations pertaining to the work being carried out must be adhered to. The Service Provider employees must always be supervised by a Competent Supervisor appointed in writing in terms of the regulations of the Occupational Health and Safety Act and made aware of his responsibilities. The Project

Manager reserves the right to judge the competence of the appointed Supervisor for the task being performed before and during the progress of the work.

- j) The Service Provider must enter into and execute an Agreement with the Employer as provided for under Section 37(2) of the Occupational Health and Safety Act (1993). The Agreement must be in the form of the pro-forma included elsewhere in this document.
- k) All Service Provider staff and labour working within port shall comply with the Employer's operational Health and Safety requirements and shall be equipped with all necessary PPE, high visibility apparel and, when working within two meters of the quay wall, floating apparel.

8.9 CO-OPERATING WITH AND OBTAINING ACCEPTANCE OF OTHERS

The Employer (including the agents of the Employer) operates on Site during the entire duration of the Contract period.

- a) The Employer shall from time to time appoint an Agent(s) or other Service Provider (s) to act on his behalf during the entire contract duration and the Service Provider must cooperate in accepting instructions when required.
- b) The Service Provider shall make provision for continuous traffic movement during site work.
- c) The Employer's normal operations, maintenance and other construction contracts must continue during the currency of this contract. It is possible,



therefore that the site may become congested at times and careful co-ordination is thus essential in order to minimise disruptions to all parties.

- d) Alternative site routes for emergency vehicles must be discussed with the Project Manager during the compulsory meeting.
- e) The Service Provider provides a name-board. The sites will be identified and instructed by the Project Manager.

8.10 ENVIRONMENTAL CONTROLS, FAUNA & FLORA, DEALING WITH OBJECTS OF HISTORICAL INTEREST:

- a) The Service Provider must take particular note of the environmental requirements contained in the environmental approvals, permits and licenses and the Employer's Environmental SOPs.
- b) The Service Provider must take every precaution to avoid damage to vegetation adjacent to the works. Any damage caused is to be repaired at the Service Provider expense.
- c) Waste must not be stored onsite, all waste material must be stored in the waste receptacles and transported to the relevant registered landfill site by an approved waste service provider. Safe disposal certificates must be provided to the Employer.
- d) The Service Provider has no title to all materials arising from excavation and demolition in the performance of the works with title to such materials remaining with the Employer. The Project Manager must instruct the Service Provider how to label, mark, set aside and/or dispose of such materials for the benefit of the Employer in accordance with ECC3 Clause 73.1

8.11 THE SERVICE PROVIDER COMPILES THE EMPR WHILE CONDUCTING THE WORKS. EMPR MUST INCLUDE, BUT NOT LIMITED TO:

- a) Introduction and Company Profile (Outline what the company is about and what activity it intends to do).



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- b) Policy: Environmental policy statement of commitment.
 - c) Roles and Responsibilities, i.e., identify and describe responsibilities for environmental management and reporting including contact details.
 - d) Environmental Awareness and Training, i.e., briefly describe what training initiatives and programs are in place to ensure staff members are aware of the environmental responsibilities.
 - e) Operational activities, these must be site specific and must relate to one or more of the following:
 - Waste minimization and management
 - Water pollution
 - Emergency situations
 - Closure: The EMP must commit to a Closure Plan that will identify impacts and outline remediation measures.

8.12 WASTE MANAGEMENT

Waste is bound to be generated during the execution of the works. The Service Provider must:

- a) Make provision of properly labelled waste receptacles, i.e., hazardous waste, recycled waste etc.
- b) Disposable waste material must be taken to a relevant permitted landfill site by the qualified waste management company that has Transnet waste disposal license. Safe disposal certificates must be provided to the Employer.
- c) If the waste is contaminated or hazardous it must be taken by Hazardous Waste Management Company to the hazardous waste disposal site. The Service Provider must submit proof of correct disposal to the Project Manager.
- d) Service Provider must ensure that high level of housekeeping is maintained at all times and the site is kept tidy daily.
- e) Service Provider must comply with all legal and other environmental requirements including the specifications.

8.13 PUBLICITY AND PROGRESS PHOTOGRAPHS

- a) The Service Provider does not advertise the Contract or the project to any third party, nor communicate directly with the media (in any jurisdiction) whatsoever without the express written notification and consent of the Project Manager.
- b) The Service Provider obtains the permission and approval of the Project Manager before erecting any notice boards or using the details of the contract in any advertising media.
- c) The Service Provider provides a complete digital photographic record of the progress on site and in the testing laboratory to the Project Manager, weekly or as an when required as part of the Service Provider programme narrative report.

8.14 SERVICE PROVIDER EQUIPMENT

All equipment/materials to be supplied by the Service Provider will comply with the relevant standard specifications. Any tools, test equipment, and devices needed for investigation, and testing shall be provided by the Contractor.

The Service Provider keeps daily records of his Equipment used on Site and the Working Areas (distinguishing between owned and hired Equipment) with access to such daily records available for inspection by the Project Manager at all reasonable times.

8.15 EQUIPMENT PROVIDED BY THE EMPLOYER

No equipment will be provided by the Employer.



9 MEETING REQUIREMENTS

9.1 PROJECT KICK-OFF MEETING

- i. The consultant co-ordinates the project kick-off meeting to take place within two weeks of the starting date.
- ii. The agenda of the kick-off meeting is agreed between the *Consultant* and the *Employer*. The *Consultant* chairs the meeting and produces the minutes of the meeting.
- iii. The project teams of the *Consultant* and the *Employer* attend the kick-off meeting. The meeting will start with a combined session of the full teams and then split off into smaller teams consisting of various disciplines to clarify issues. The duration of this meeting should not be more than one working day.
- iv. Meeting to be held at an agreed venue.

9.2 PROJECT PROGRESS MEETINGS

- i. Meetings to be held on a "once a month" basis for the period of sixteen (16) months. The agenda of the meeting is agreed between the *Consultant* and the *Employer*. The consultant chairs the meeting and produces the minutes of the meeting.
- ii. Meetings to be held at the *Employer's* premises/agreed office. Virtual meetings will also be considered should that be the case.
- iii. The *Consultant* follows up proactively on all the action list.
- iv. Separate meetings shall be held to discuss compensation events on a weekly basis for the construction phase (or as agreed) and a compensation events register should be developed and managed by the *Consultant* and be issued to *Employer's* representative on weekly basis (or as agreed depending on the project phase)



9.3 REPORTING

The *Consultant's* provides a monthly progress report which contains the following amongst other things:

- i. Executive summary
- ii. Activities completed during current reporting period per discipline.
- iii. Activities in progress during current reporting period.
- iv. Activities to be undertaken during the next reporting period per discipline.
- v. Areas of concern
- vi. Accepted programme, updated programme, and sequence of work. Level 3 bar chart indicating progress against the plan consistent with the network.
- vii. The program showing actual critical path clearly.
- viii. Recovery plan (when applicable)
- ix. Man-hour progress/productivity reports and graphs based on earned man-hours, including:
- x. Budgeted cost of work scheduled, budgeted of worked performed, actual cost of work performed.
 - Consumer price index vs. Schedule performance index graph.
 - Estimate at completion.
 - Cost variance percentage and cost variance value.
 - Schedule value percentage and cost schedule variance time.
 - Cost report including cash flow forecast.
- xi. Cost control
- xii. Planning/progress report
- xiii. Lists of deviation/variations - compensation event register event register and early warning register.



10 ANTICIPATED TIMELINES AND KEY ACTIVITIES FOR THE SERVICES

Description	Forecast date
Engineering and Specialist Studies	
Present to <i>Employer</i> the current Operating Philosophy for vessel for the Port of Durban with gap analysis.	July 2024
Present the engineering design model options	August 2024
Present desktop modeling wave action/loading results	November 2024
Navigational full bridge simulation for the final selected option	November 2024
Numerical Modeling and Desktop Modeling of the channels and basins	November 2024
Present the following concept designs: <ul style="list-style-type: none"> • Expansion of the entrance channel, breakwaters, and sand trap, with consideration given to the reclamation and reuse of existing armor units. • Pier 1 Container Terminal • Infill DCT Basin 	January 2025
Presenting of specialist study outcomes	January 2025
Presenting detailed constructability plan to keep the entrance channel operational and other port operation.	February 2025
Presenting engineering design and reports for all projects. PLP Gate Review Reports and Supply 3D rendered drawings.	July 2025
Completion of Services	
Gate Review	September 2025
Finalize Reports	October 2025

The **Contract** will be completed within sixteen (16) **months** of award. A **monthly progress meeting** with the *Consultant* will be established to track progress, manage risks and issues, seek direction and formulate decisions.

11 CONTRACT CHANGE MANAGEMENT

For ease of communication, standard templates shall be used for contract change management. The *Consultant* shall forward all correspondence with respect to contract change management, i.e., early warnings and notifications of compensation events, on the standard templates provided.

Records of Claims, Payments & Assessments of Compensation Events must be kept by the *Consultant*.

The *Consultant* shall keep at all times the following records for the *Employer's Agent* to inspect:

- Records of people and equipment within the working areas
- Records of Sub-*Consultants* appointed by the *Consultant*

12 PROCUREMENT

12.1 CODE OF CONDUCT

- The *Employer* aims to achieve the best value for money when buying or selling goods and obtaining services. This however must be done in an open and fair manner that supports and drives a competitive economy. Underpinning our process are several acts and policies that any supplier dealing with the *Employer* must understand and support. These are:
 - The Transnet Detailed Procurement Procedure (DPP);
 - Section 217 of the Constitution - the five pillars of Public PSCM (Procurement and Supply Chain Management): fair, equitable, transparent, competitive and cost effective.
 - The Public Finance Management Act (PFMA);
 - The Broad Based Black Economic Empowerment Act (BBBEE);
 - The Anti-Corruption Act
 - This code of conduct has been included in this contract to formally apprise the *Consultant* of the *Employer's* expectations regarding behaviour and conduct of its suppliers.
 - Prohibition of Bribes, Kickbacks, Unlawful Payments, and Other Corrupt Practices
 - The *Employer* is in the process of transforming itself into a self-sustaining State-Owned Enterprise, actively competing in the logistics industry. Our aim is to become a world class, profitable, logistics organisation. As such, our transformation is focused on adopting a performance culture and to adopt behaviours that will enable this transformation.



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- The *Employer* will not participate in corrupt practices and therefore expects its suppliers to act in a similar manner.
 - The *Employer* and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with and payments to our suppliers.
 - Employees must not accept or request money or anything of value, directly or indirectly, to:
 - Illegally influence their judgement or conduct or to ensure the desired outcome of a sourcing activity;
 - Win or retain business or to influence any act or decision of any decision stakeholders involved in sourcing decisions; or gain an improper advantage.
 - There may be times when a supplier is confronted with fraudulent or corrupt behaviour of the *Employer's* employees. We expect our Suppliers to use our "Tip-offs Anonymous" Hot line to report these acts (0800 003 056).
 - The *Employer* is firmly committed to the ideas of free and competitive enterprise.
 - Suppliers are expected to comply with all applicable laws and regulations regarding fair competition and antitrust.
 - The *Employer* does not engage with non-value adding agents or representatives solely for the purpose of increasing BBBEE spend (fronting)
 - The *Employer's* relationship with suppliers requires us to clearly define requirements, exchange information and share mutual benefits.
- Generally, Suppliers have their own business standards and regulations. Although the *Employer* cannot control the actions of our suppliers, we will not tolerate any illegal activities. These include, but are not limited to:
 - Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc.);
 - Collusion;
 - Failure to disclose accurate information required during the sourcing activity (ownership, financial situation, BBBEE status, etc.);



12.2 CONFLICTS OF INTEREST, RESTRAINT OF TENDERING

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

Should the Consultant produce tender/bid documents arising from this contract, the Contractor shall be precluded from competing in the associated bidding process; or offering any services directly / indirectly to Contractors that offers the Contractor an unfair advantage or places Transnet at risk during the bidding and/or execution/construction phases.

Consultants previously involved in the development of the Business Case for this services or preparation of this bid document shall be precluded from tendering on the above scope of services.



13 THE CONSULTANT'S INVOICES

- a) When the *Employer's Agent* certifies payment (see NEC PSC Sub-Clause 51.1) following an assessment date, the *Consultant* complies with the *Employer's* procedure for invoice submission.
- b) The invoice must correspond to the *Employer's Agent* assessment of the amount due to the Consultant as stated in the payment certificate.
- c) Invoices must be submitted by the 18th day of the month (with costs projected to the 25th of the month).
- d) The invoice states the following:
 - Invoice addressed to Transnet Limited;
 - Transnet Limited's VAT No: 4720103177;
 - Invoice number;
 - Registered name of the *Consultant*;
 - Address (Physical and Postal) of the *Consultant*;
 - The *Consultant's* VAT Number; and
 - The Contract number:
- e) The invoice contains the supporting detail:
 - The amount paid to date;
 - Amount for payment (excluding VAT);
 - VAT amount;
 - Amount for payment (including VAT);
 - Any retention monies to be deducted from the invoice;
 - Any interest payable;
 - Escalation formula used where applicable;
 - Settlement discount;
 - Proof of ownership of Materials supplied;
 - A statement is to accompany each invoice



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- The invoice is presented either by post or by hand delivery or via email by the 25th day of the assessment month. Statements must accompany invoices.
 - Invoices submitted by post are addressed to:
Transnet National Ports Authority
Queens Warehouse
237 Mahatma Gandhi Road
Durban
4000
For the attention of *the Employers Agent: TBC*
 - invoices submitted by hand are presented to:
Transnet National Ports Authority
Queens Warehouse
237 Mahatma Gandhi Road
Durban
4000
For the attention of *the Employer's Agent: TBC*
- The invoice is presented as an original.
 - The *Consultant* ensures that the *Employer* has his correct banking information to make the electronic payment transfer.
 - All payments are provisional and subject to audit. The Consultant preserves his records for such a period of time as legislation requires, but in any event not less than five (5) years.
 - The Employer deducts any amount owed by the Consultant to the Employer from any amount payable by the Employer to the Consultant.



LIST OF ANNEXURES

Annexure – Gate review overview

Annexure B- Contractor documentation submittal requirements standard (DOC-STD-0001)

Annexure C - Revision of Technical Documents (ENG-GL-0103 REV 0C)

Annexure A - Project Development and Execution – Engineering CAD Standards0 (ENG-STD-0001)

Annexure B - Standard Operating Procedure for Construction Environmental Management

Annexure C - Minimum Environmental Requirements for Construction (009-TCC-CLO-SUS-11385)

Annexure D - TIMS Policy

Annexure E - Health and Safety Guidelines (HAS-GL-0001)

Annexure F - Governing Codes, Standards and Specifications