

Transnet National Ports Authority

an Operating Division of **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR PROPOSAL (RFP)

THE PROVISION FOR FEASIBILITY STUDIES FOR THE DEVELOPMENT OF NEW BERTH 605 AT THE PORT OF RICHARDS BAY

RFP NUMBER	: TNPA/2023/09/0019/43828/RFP
ISSUE DATE	: 10 November 2023
COMPULSORY CLARIFICATION MEETING	: 17 November 2023
CLOSING DATE	: 18 January 2024
CLOSING TIME	: 16h00
TENDER VALIDITY PERIOD	: 12 Weeks from closing date

Contents

Number Heading

The Tender

Part T1: Tendering Procedures

- T1.1 Tender Notice and Invitation to Tender
- T1.2 Tender Data

Part T2: Returnable Documents

- T2.1 List of Returnable Documents
- T2.2 Returnable Schedules

The Contract

Part C1: Agreements and Contract Data

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data (Parts 1 & 2)
- C1.3 Form of Guarantee

Part C2: Pricing Data

- C2.1 Pricing Instructions
- C2.2 Pricing Schedule

Part C3: Scope of Work

- C3.1 Works Information

Part C4: Site Information

- C4.1 Site Information

The Tender

Part T1: Tendering Procedures

T1.1 Tender Notice and Invitation

T1.1 TENDER NOTICE AND INVITATION TO TENDER

SECTION 1: NOTICE TO TENDERERS

1. INVITATION TO TENDER

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

DESCRIPTION	PROVISION FOR FEASIBILITY STUDIES FOR THE DEVELOPMENT OF NEW BERTH 605 AT THE PORT OF RICHARDS BAY
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 Port of Richards Bay, Elwazini Boardroom, Ventura Road, Richards Bay, 17 November 2023, at 14:00 [10 O'clock] for a period of ± 3 (three) hours. [Tenderers to provide own transportation and accommodation]. The Compulsory Tender Clarification Meeting will start punctually, and information will not be repeated for the benefit of Tenderers arriving late.</p> <p>Certificate of Attendance in the form set out in the Returnable Schedule T2.2-01 hereto must be completed and submitted with your Tender as proof of attendance is required for a compulsory site meeting and/or tender briefing.</p> <p>Tenderers are required to bring this Returnable Schedule T2.2-01 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>
CLOSING DATE	<p>16h00 on 18 January 2024</p> <p>Tenderers must ensure that tenders are uploaded timeously onto the system. No late tender submissions will be accepted.</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, as amended. Tenderers are required to indicate in tender returnable [clause 12 on T2.2-20], [**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

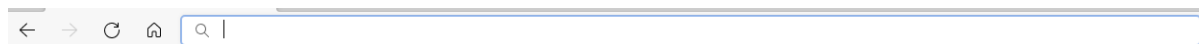
NB: Do not wait for the last minute to register or to upload a tender. Ensure you complete your process at least 1 day (24 hours) before the closing date

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?](#)


[Sign in](#)

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

If not already registered, click on Sign up now.


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

[← Cancel](#)



[Send verification code](#)

Country/Region



[Create](#)

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


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

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

Send verification code

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

< Cancel



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

abc@gmail.com

Verification Code

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

Then click on Verify code

Verify code Send new code

Forgot your password?

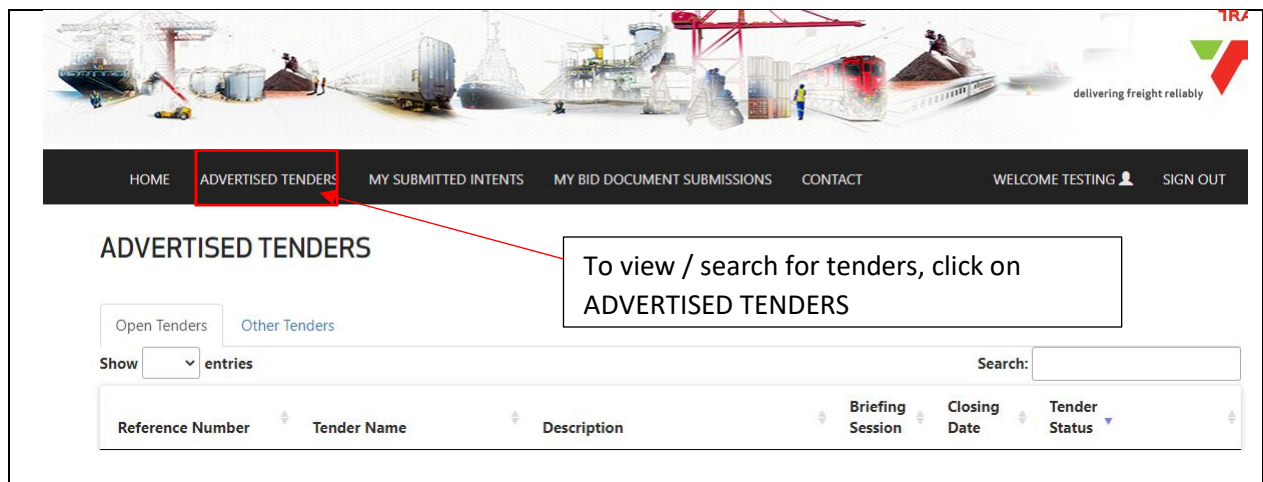
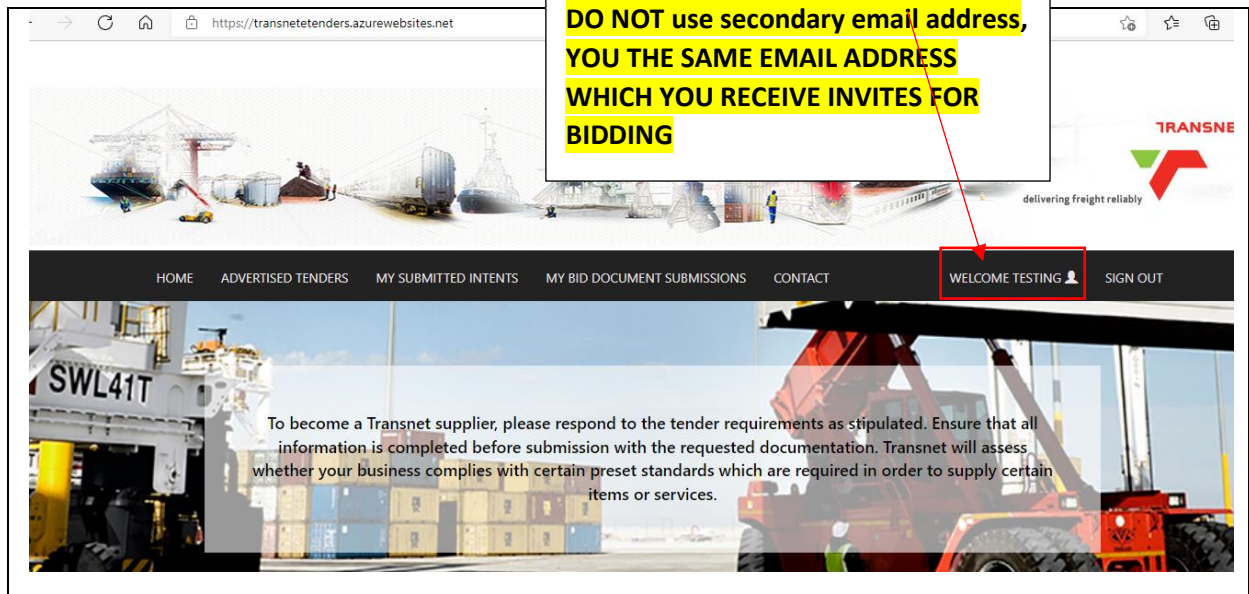
Sign in

Don't have an account? Sign up now

Then click on Sign in

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

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



To view / search for tenders, click on ADVERTISED TENDERS

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.

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

TENDER DETAILS

Tender Details

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

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

2.14 Standard Terms and Conditions of Contract f

2.18 Supplier Integrity Pact_April 2020_v1.pdf

2.19 Non Disclosure Agreement_April 2020_v1.pdf

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

Log An Intent To Bid
☐

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

Tender Details

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

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

2.14 Standard Terms and Conditions of Contract f

2.18 Supplier Integrity Pact_April 2020_v1.pdf

2.19 Non Disclosure Agreement_April 2020_v1.pdf

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

Log An Intent To Bid
☒

Tender Details

Tender Reference Number

Name Of Tender

Description

Tender Type RFQ

Contact Person Charl du Preez Transnet Engineering SLR

Contact Person Email Address Charl.duPreez@transnet.net

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

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

Briefing Date And Time

Briefing Details

Location Of Service

Name Of Institution

Tender Category

Tender Status

Intent to Bid

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

Close

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

Briefing Session

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


Attachments

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

Log An Intent To Bid

☒

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



delivering freight reliably

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

MY SUBMISSION INTENTS

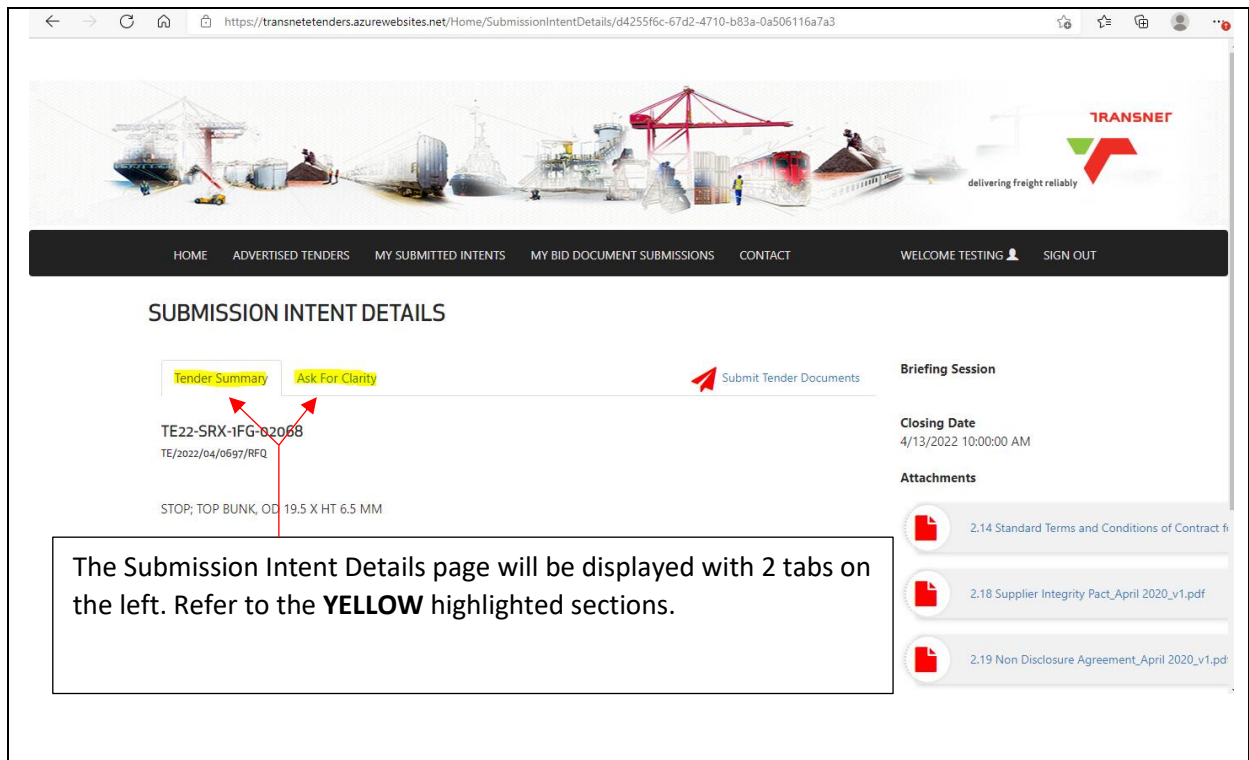
Show 10 entries

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

Showing 1 to 1 of 1 entries

Previous 1 Next

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



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

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

SUBMISSION INTENT DETAILS

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

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

STOP, TOP BUNK, OD 19.5 X HT 6.5 MM

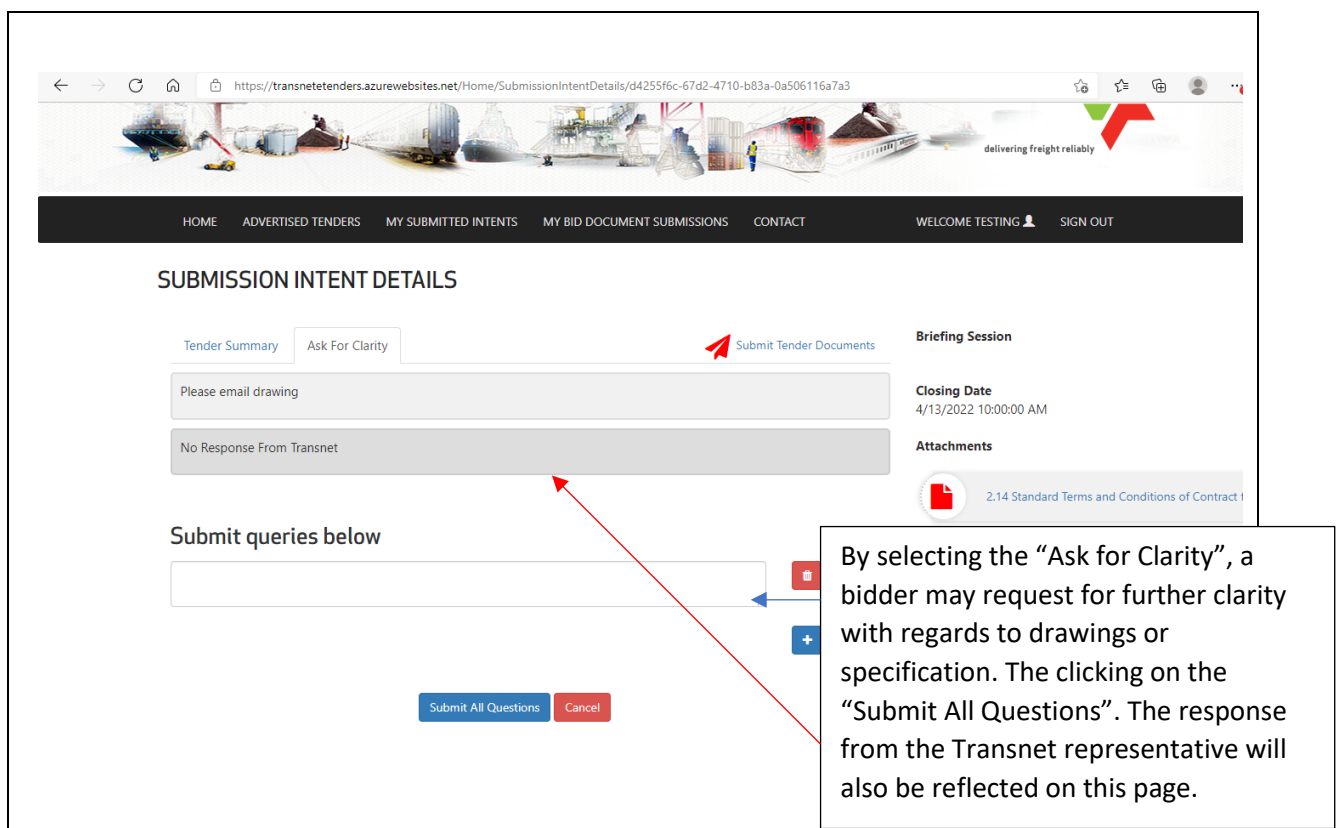
Briefing Session

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

Attachments

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

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



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

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

SUBMISSION INTENT DETAILS

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

Please email drawing

No Response From Transnet

Submit queries below

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

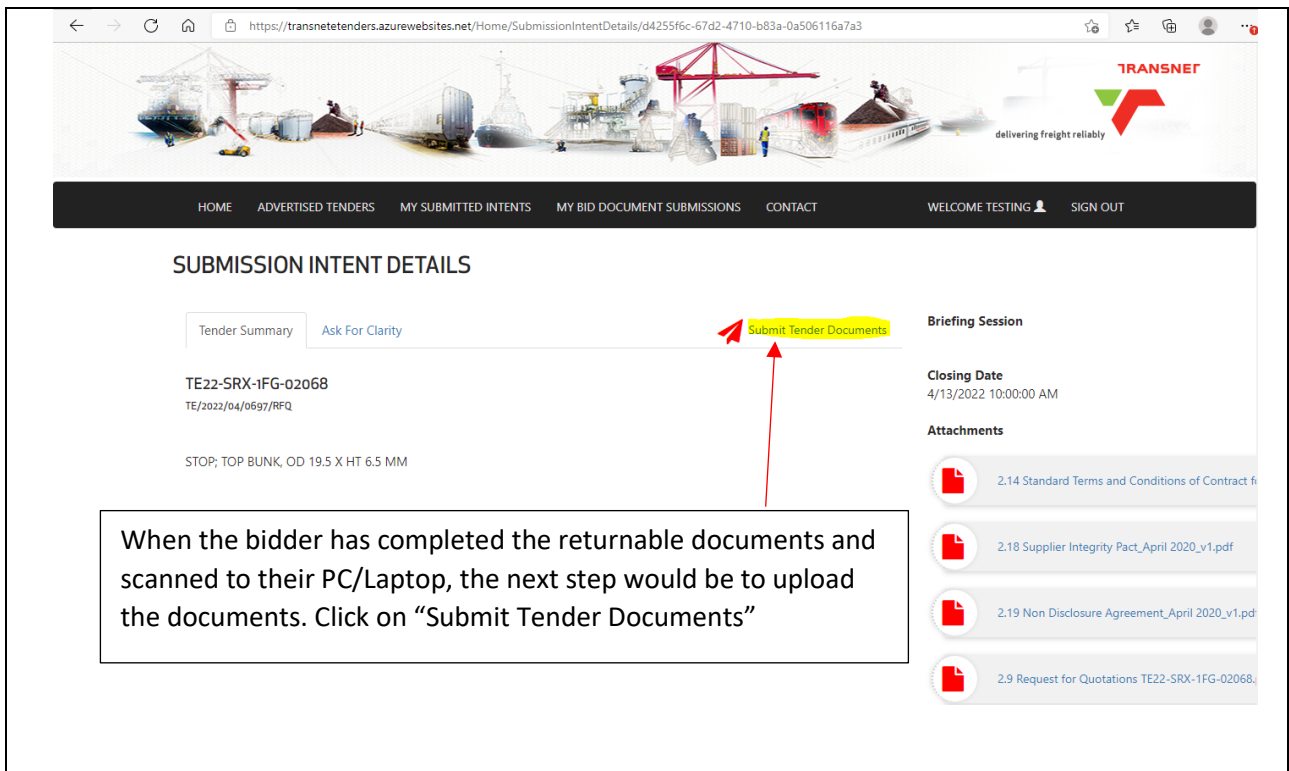
Briefing Session

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

Attachments

- 2.14 Standard Terms and Conditions of Contract 1

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



Submission Intent Details

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

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

STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

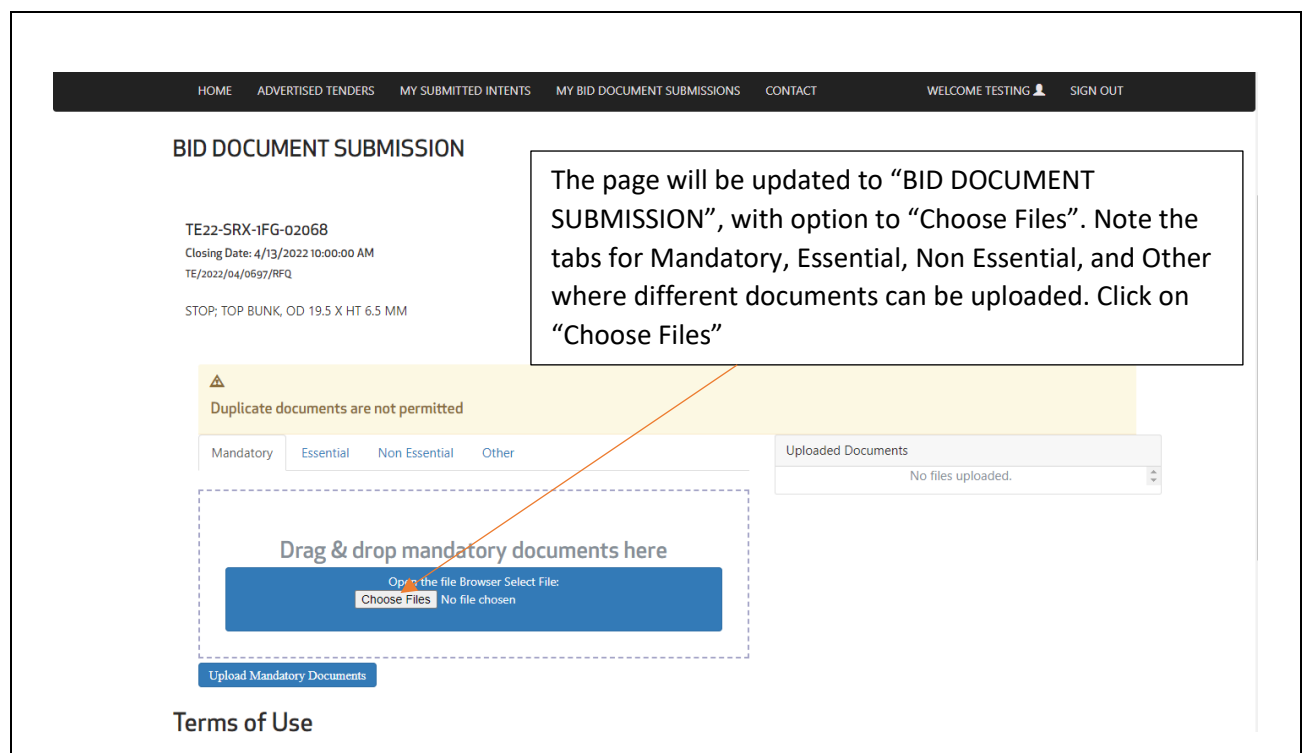
When the bidder has completed the returnable documents and scanned to their PC/Laptop, the next step would be to upload the documents. Click on “Submit Tender Documents”

Briefing Session

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

Attachments

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



BID DOCUMENT SUBMISSION

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

STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

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

Duplicate documents are not permitted

Mandatory Essential Non Essential Other

Uploaded Documents
No files uploaded.

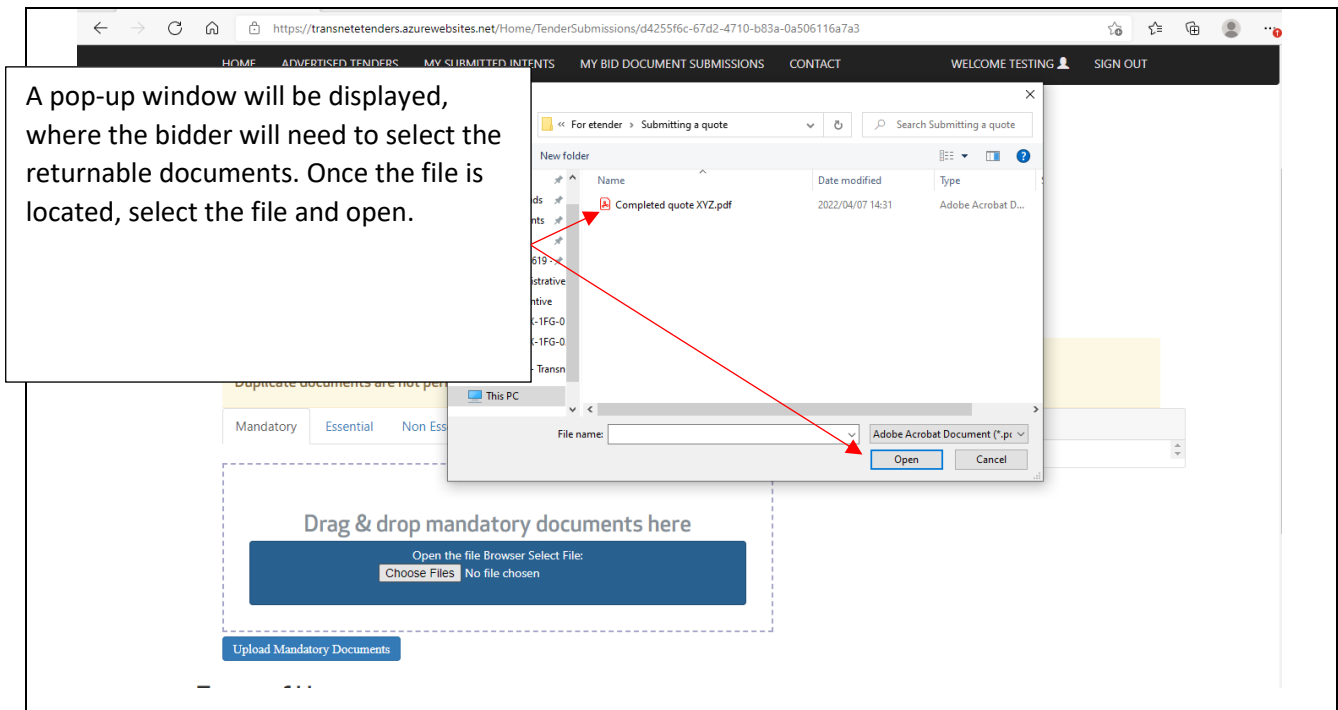
Drag & drop mandatory documents here

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

Upload Mandatory Documents

Terms of Use

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



BID DOCUMENT SUBMISSION

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

Duplicate documents are not permitted

Mandatory Essential Non Essential Other

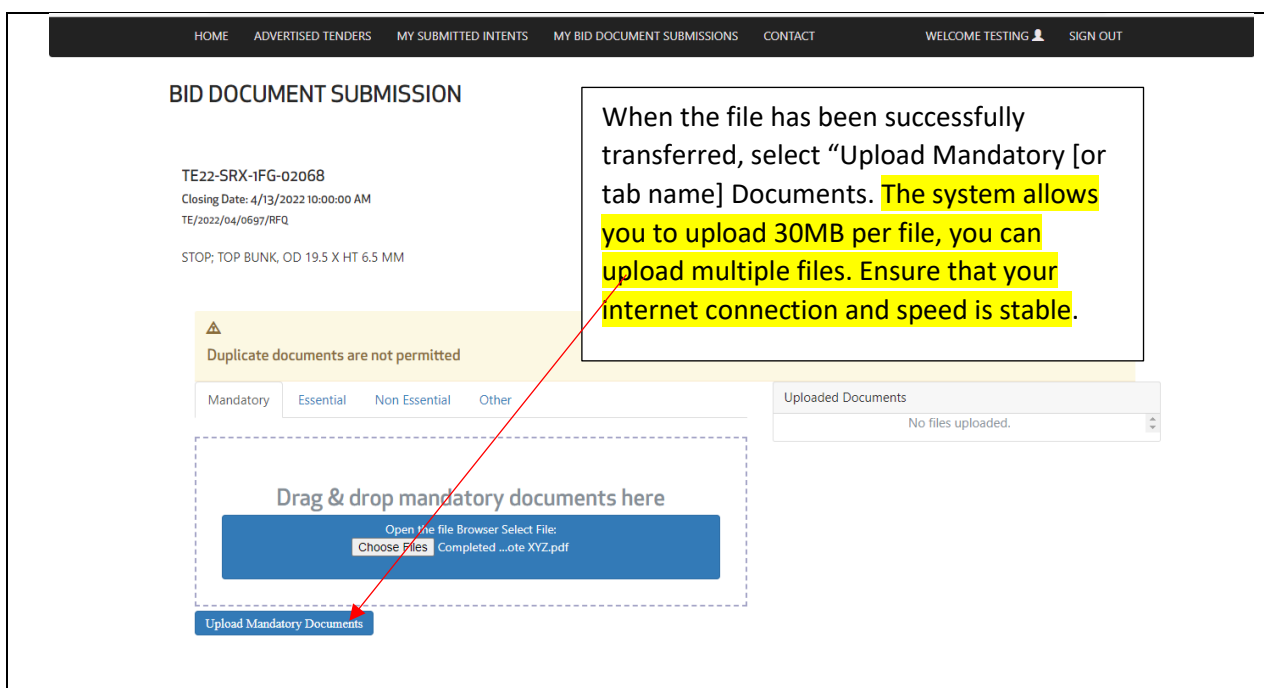
Drag & drop mandatory documents here

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

Upload Mandatory Documents

Uploaded Documents
 No files uploaded.

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



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

TE/2022/04/0697/RFQ

STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

⚠ Duplicate documents are not permitted

Mandatory Essential Non Essential Other

Drag & drop mandatory documents here

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

Upload Mandatory Documents

Uploaded Documents

Completed quote XYZ.pdf - Document Type: Mandatory Documents

Delete

Terms of Use

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

← Back

→ Submit Bid

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

MY BID DOCUMENT SUBMISSIONS

Show 10 entries Search:

Tender Reference Number	Name	Date Submitted	Company Name	View Details
TE/2022/04/0697/RFQ	TE22-SRX-1FG-02068	4/8/2022 8:59:06 AM	Transnet Engineering	View Details

Showing 1 to 1 of 1 entries

Previous 1 Next

The screen will progress to "MY BID DOCUMENT SUBMISSION", where the "View Details" can be selected to confirm that all required information is submitted correctly.

T1.2 Tender Data

T1.2 TENDER DATA

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

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

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

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

Clause	Data
C.1.1 The <i>Employer</i> is	Transnet SOC Ltd (Reg No. 1990/000900/30)
C.1.2 The tender documents issued by the <i>Employer</i> comprise:	
Part T: The Tender	
Part T1: Tendering procedures	T1.1 Tender notice and invitation to tender T1.2 Tender data
Part T2: Returnable documents	T2.1 List of returnable documents T2.2 Returnable schedules
Part C: The contract	
Part C1: Agreements and contract data	C1.1 Form of offer and acceptance C1.2 Contract data (Part 1 & 2) C1.3 Form of Securities
Part C2: Pricing data	C2.1 Pricing instructions C2.2 Pricing Schedule
Part C3: Scope of work	C3.1 Works Information

C.1.4 The Employer's agent is:

Name:	Nomvula Makeleni Vundla
Address:	Transnet National Ports Authority 237 Mahatma Ghandhi Road Durban 4001
Tel No.	N/A
E – mail	Nomvula.MakeleniVundla@transnet.net

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

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

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

2. Stage Two - 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 criterion 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.

3. Stage Three – Specific Goals:

Tenderers who achieve the minimum qualifying score for functionality of 70 points will be evaluated further in terms of price and specific goals. The evaluation criteria for measuring specific goals are stated in C.3.11 below.

C.2.7 The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. **Tenderers must complete and sign the attendance register.** Addenda will be issued to and tenders will only be received

from those tendering entities including those entities that intends forming a joint venture appearing on the attendance register.

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

C.2.12 No alternative tender offers will be considered.

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

C.2.13.5 The *Employer's* details and identification details that are to be shown on each
C2.15.1 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: Nomvula Makeleni Vundla

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

C.2.15 The closing time for submission of tender offers is:
Time: **16:00** on the **18 January 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,

together with the tender;

3. Proof of registration on the Central Supplier Database;
4. Letter of Good Standing with the Workmen's compensation fund by the tendering entity or separate Letters of Good Standing from all members of a newly constituted JV.

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

C3.11 The minimum number of evaluation points for functionality is **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
T2.2-02 Management and CV's of Key Persons.	Engineering Manager: Relevant years of experience Qualifications Professional Registration	6	60
	Senior Design Engineer: Relevant years of experience Qualifications Professional Registration	6	
	Engineer (Marine/Structural): Relevant years of experience Qualifications Professional Registration	6	
	Engineer (Civil/Transportation): Relevant years of experience Qualifications Professional Registration	6	

	Engineer (Electrical): Relevant years of experience Qualifications Professional Engineer	6	
	Senior Project Manager: Relevant years of experience Qualifications Professional Registration	5	
	Project Controls Manager: Relevant years of experience Qualification	4	
	Senior Construction Manager: Relevant years of experience Qualification Professional Registration	4	
	Environmental Manager: Relevant years of experience Qualification Professional Registration	4	
	Safety Agent : Relevant years of experience Qualification Professional Registration	4	
	Quantity Surveyor: Relevant years of experience Qualification Professional Registration	3	
	Quality Officer: Relevant years of experience Professional Registration	3	
	Contract Administrator: Relevant years of experience Professional Registration	3	
T2.2-03 Approach Paper	Outline of proposed approach Feasibility design development and links to Specialist Studies Design Reviewing process Resource matrix Management tools and system	20	20

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

- Each evaluation criteria will be assessed in terms of scores of 0, 40, 70, 90, 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 a minimum qualifying score for functionality will be evaluated further in accordance with the 90/10 preference points systems as described in Preferential Procurement Regulations

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

Thresholds	Minimum Threshold
Functionality	70

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

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

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

Selected Specific Goal	Number of points allocated (10)
B-BBEE Level of contributor (1 or 2)	3.00
The promotion of enterprises located in Kwa-Zulu Natal (KZN) province for work to be done or services to be rendered in that KZN province	2.00
The promotion of supplier development through subcontracting for a minimum of 30% of the value of a contract to/with EMEs and/or QSEs 51% owned by black people, youth, women or disabled people.	5.00
Non-Compliant and/or B-BBEE Level 3-8 contributors	0.00

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

Specific Goals	Acceptable Evidence
B-BBEE Status Level of Contributor 1 or 2	B-BBEE Certificate / Sworn - Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines
The promotion of enterprises located in Kwa-Zulu Natal (KZN) province for work to be done or services to be rendered in that KZN province	<ul style="list-style-type: none"> CIPC registration documents B-BBEE Certificate / Sworn - Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines. Proof of Registered address of the entity
The promotion of supplier development through subcontracting for a minimum of 30% of the value of a contract to/with EMEs and/or QSEs 51% owned by black people, youth, women or disabled people.	<ul style="list-style-type: none"> Subcontracting agreements and declaration Subcontractors CIPC registration documents Subcontractors B-BBEE Certificate / Sworn - Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines.

The maximum points for this bid are allocated as follows:

<u>DISCRIPTION</u>	<u>POINTS</u>
PRICE	90
SPECIFIC GOALS: <ul style="list-style-type: none"> B-BBEE Level of contributor 1 or 2 (3 points) The promotion of enterprises located in Kwa-Zulu Natal (KZN) province for work to be done or services to be rendered in that KZN province (2 points) The promotion of supplier development through subcontracting for a minimum of 30% of the value of a contract to/with EMEs and/or QSEs 51% owned by black people, youth, women or disabled people. (5 points) 	10

Total points for Price and Specific Goals must not exceed

100

Note: Transnet reserves the right to carry out an independent audit of the 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:

T2.2-01 **Stage One** - as per CIDB Eligibility Criteria Schedule - Certificate of attendance at the compulsory clarification meeting

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

T2.2-02 **Evaluation Schedule:** Management & CV's of Key Persons

T2.2-03 **Evaluation Schedule:** Approach Paper

T2.2-04 **Evaluation Schedule:** Previous Experience

T2.2-05 **Evaluation Schedule** : Programme

2.1.3 Returnable Schedules:

General:

T2.2-06 Intention to Tender

T2.2-07 Authority to submit a Tender.

T2.2-08 Record of addenda to Tender Documents

T2.2-09 Letter/s of Good Standing

T2.2-10 Risk Elements

T2.2-11 Proposed Organisation Staffing

T2.2-12 Valid evidence of to Specific Goals (Preference Claim Form) requirements stipulated in SBD6.1

T2.2-13 Capacity and Ability to meet Delivery Schedule

2.1.4 Agreement and Commitment by Tenderer:

T2.2-14 Annex G Compulsory Enterprise Questionnaire

T2.2-15 DPIP or FPPO

T2.2-16 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")

T2.2-17 Non-Disclosure Agreement

T2.2-18 RFP Declaration Form

T2.2-19 Service Provider Integrity Pact

T2.2-20 Certificate of Acquaintance with Tender Documents

T2.2-21 RFP Breach of Law

T2.2-22 Supplier Code of Conduct

2.1.5 Bonds/Guarantees/Financial/Insurance:

T2.2-23 Insurance provided by the Consultant

T2.2-24 Form of Intent to provide a Performance Guarantee

T2.2-25 Forecast Rate of Invoicing

T2.2-26 Three (3) years audited financial statements.

2.1.6 Transnet Vendor Registration Form:

T2.2-27 Supplier Declaration Form

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 (Price Schedule)

2.6 C2.2 Price Schedule

T2.2: Returnable Schedules

**These Schedules are required for
Evaluation Purposes**

T2.2-01: ELIGIBILITY CRITERIA SCHEDULE: CERTIFICATE OF ATTENDANCE AT TENDER CLARIFICATION MEETING

This is to certify
that

(Company
Name)

Represented
by:

(Name and
Surname)

Was represented at the compulsory tender clarification meeting

Held at:		
On (date)		Starting time:

Particulars of person(s) attending the meeting:

Name

Signature

Capacity

Attendance of the above company at the meeting was confirmed:

Name

Signature

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

Date

T2.2-02: EVALUATION SCHEDULE - MANAGEMENT & CV'S OF KEY PERSONS

Please describe the management arrangements for the *works* and the tenderer is to take note that evaluation of this schedule will be referred to T2.2.-04 Proposed and 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;

- i) Personal particulars;
 - ii) Qualifications (degrees, grades of membership of professional societies and Professional registrations, all these certificates are to be attached);
 - iii) Skills;
 - iv) Name of current employer and position;
 - v) Overview of post graduate experience (year, organisation, position and responsibilities); and
 - vi) Outline of recent assignments / detailed experience that has a bearing on the scope of work.
1. CVs for people proposed for all identified posts including:

Engineering Manager x 1

- The Engineering Manager shall hold a BSC/BTech Degree in Marine/Civil/Structural Engineering and be registered as a Professional Engineer in terms of the Engineering Profession Act (Act 46 of 2000) with at least 12 years experience in managing engineering design packages within the marine/engineering/construction environment.
- It is essential that the incumbent has developed the necessary competencies and experience in all aspects of the works to provide a professional service ensuring project objectives are achieved.
- The Consultant is required to provide as much evidence as possible to unequivocally demonstrate that the incumbent completely satisfies these requirements.

Senior Design Engineer x 1

- The Design Engineer shall be in possession of a BSC/BTech Degree in Marine/Civil/Structural Engineering and be registered as a Professional Engineer in terms of the Engineering Profession Act (Act 46 of 2000) with at least 12 years experience in the design of marine projects. Experience in the various specialised fields as described in the technical specifications will be essential to complete the project successfully.
- It is essential that the incumbent has developed the necessary competencies and experience in all aspects of design/construction works to provide a professional service ensuring project objectives are achieved.
- The Consultant is required to provide as much evidence as possible to unequivocally demonstrate that the incumbent completely satisfies these requirements.

Engineer x 1 (Marine/Structural),

- Quayside Works involves but is not limited to, quay walls, dredging, reclamation, crane rail beam, and quay side furniture.
- Engineer shall be in possession of a BSC/BTech Degree in Marine/Civil/Structural Engineering and be registered as a Professional Engineer in terms of the Engineering Profession Act (Act 46 of 2000) with at least 10 years experience in the marine/civil/structural Engineering or similar type Port/Built Environment and Coastal projects;
- Experience in, but not limited to, steel caisson assembly and installation, steel sheet piling, reinforced concrete, quay wall construction will be a requirement;
- The incumbent shall demonstrate that she/he has developed the necessary skills, competencies and experience in executing the particular task assigned, and is fully knowledgeable of the associated activities that are relevant to steel caisson assembly and installation, steel sheet piling, reinforced concrete, and quay wall construction;
- The *Consultant* is required to provide as much evidence as possible to unequivocally demonstrate that the incumbent completely satisfies these requirements.

Engineer x 1 (Civil/Transportation)

- Civil and transportation infrastructure works includes, but is not limited to sewer, storm water, water reticulation, road layer works, rail network and concrete works.

- Engineer must be in possession of a BSC/BTech Degree in Marine/Civil/Structural Engineering and be registered as a Professional Engineer in terms of the Engineering Profession Act (Act 46 of 2000) with at least 10 years experience in Engineering similar type Port/Built Environment and Coastal projects.
- The incumbent shall demonstrate that she/he has developed the necessary skills, competence and experience in the design and construction of sewer, storm water, water reticulation, road layer works, rail network and concrete works, and is fully knowledgeable of the associated activities relevant to these tasks when working in a marine area.
- The *Consultant* is required to provide as much evidence as possible to unequivocally demonstrate that the incumbent completely satisfies these requirements.

Engineer x 1 (Electrical),

- Electrical Works involves but is not limited to, electricity reticulation.
- Engineer shall be in possession of a BSC/BTech Degree in electrical engineering and be registered as a Professional Engineer in terms of the Engineering Profession Act (Act 46 of 2000) with at least 10 years experience in electrical engineering;
- The incumbent shall demonstrate that she/he has developed the necessary skills, competencies and experience in executing the particular task assigned, and is fully knowledgeable of the associated activities that are relevant to electrical engineering design and construction in a marine environment;
- The *Consultant* is required to provide as much evidence as possible to unequivocally demonstrate that the incumbent completely satisfies these requirements.

Senior Project Manager x1

- Project management works in line with PMI/SACPCMP.
- Senior Project Manager shall be in possession of a minimum NDp qualification in the Built Environment and be registered as a Professional Project Manager with a project management regulative professional body either locally or internationally (SACPCMP/PMI) with at least 10 years experience in similar type Port/Built Environment and Coastal projects.
- The incumbent shall demonstrate that she/he has developed the necessary skills, competencies and experience in executing the particular task assigned, and is fully

knowledgeable of the associated activities that are relevant to construction in a marine environment;

- The *Consultant* is required to provide as much evidence as possible to unequivocally demonstrate that the incumbent completely satisfies these requirements.

Senior Construction Manager x1

- Construction management works in line with SACPCMP stage process.
- Senior Construction Manager shall be in possession of a minimum NDp Built Environment qualification and be registered as a Professional Construction Manager with a Construction project management regulative professional body, either locally (SACPCMP) or internationally, with at least 8 years experience in similar type Port/Built Environment and Coastal projects;
- The incumbent shall demonstrate that she/he has developed the necessary skills, competencies and experience in executing the particular task assigned, and is fully knowledgeable of the associated activities that are relevant to construction in a marine environment;
- The *Consultant* is required to provide as much evidence as possible to unequivocally demonstrate that the incumbent completely satisfies these requirements.

Quantity Surveyor x1

- Quantity surveying works includes, but is not limited to quantity estimation, cost estimates, redevelopment of pricing schedules, BoQ, and payment processing.
- Quantity Surveyor shall be in possession of a NDp Quantity Surveying qualification and be registered as a Professional Quantity surveyor with a quantity surveying regulative professional body either locally (SACQSP) or internationally with at least 8 years experience in similar type Port/Built Environment and Coastal projects;
- The incumbent shall demonstrate that she/he has developed the necessary skills, competencies and experience in executing the particular task assigned, and is fully knowledgeable of the associated activities that are relevant to quantity estimation, cost estimates, redevelopment of pricing schedules, BoQ, and payment processing.
- The *Consultant* is required to provide as much evidence as possible to unequivocally demonstrate that the incumbent completely satisfies these requirements.

Project Control Manager x1

- Project Control works includes, but is not limited to, the coordinating and management of quantity surveying, cost engineering, schedule management, project governance, risk management and project reporting.
- Project Control Manager shall be in possession of a NDp Built Environment/ engineering qualification, with at least 8 years experience in similar type Port/Built Environment and Coastal projects;
- The incumbent shall demonstrate that she/he has developed the necessary skills, competencies and experience in executing the particular task assigned, and is fully knowledgeable of the associated activities that are relevant to coordinating and management of quantity surveying, cost engineering, schedule management, project governance, risk management and project reporting;
- The *Consultant* is required to provide as much evidence as possible to unequivocally demonstrate that the incumbent completely satisfies these requirements.

Environmental Manager x1

- Environmental works includes but is not limited to environmental approval processes and socio-economic evaluations.
- Environmental Manager shall be in possession of a BSC/BTech degree Environment Management/Science qualification and be registered as a Professional environmental officer (EAPASA) with at least 10 years experience in similar type Port/Built Environment and Coastal projects;
- The incumbent shall demonstrate that she/he has developed the necessary skills, competencies and experience in executing the particular task assigned, and is fully knowledgeable of the associated activities that are relevant to environmental approval processes and socio-economic evaluations;
- The *Consultant* is required to provide as much evidence as possible to unequivocally demonstrate that the incumbent completely satisfies these requirements.

Safety Agent x1

- Safety management works includes, but is not limited to, safety management approval processes and risk management.
- Safety Agent shall be in possession of a NDp Built safety management qualification/ built environment, registered as a Professional safety agent with a regulative professional body either locally (SACPCMP) or internationally with at least 8 years experience in similar type Port/Built Environment and Coastal projects;
- The incumbent shall demonstrate that she/he has developed the necessary skills, competencies and experience in executing the particular task assigned, and is fully knowledgeable of the associated activities that are relevant to safety management approval processes and risk management;
- The *Consultant* is required to provide as much evidence as possible to unequivocally demonstrate that the incumbent completely satisfies these requirements.

Quality Officer x1

- Quality management works includes, but is not limited to, quality management processes.
- Quality Officer shall as a minimum be in possession of a NDp Built quality management qualification/ built environment, with an ISO 9001 2015 Certificate with at least 8 years experience in similar type Port/Built Environment and Coastal projects;
- The incumbent shall demonstrate that she/he has developed the necessary skills, competencies and experience in executing the particular task assigned, and is fully knowledgeable of the associated activities that are relevant to quality management processes;
- The *Consultant* is required to provide as much evidence as possible to unequivocally demonstrate that the incumbent completely satisfies these requirements.

Contracts Administrator x1

- Contract management works includes, but is not limited to, bid development, tender processes, and contract management.
- Contract Administrator shall be in possession of a NDp/BTech/Bachelor's degree Supply/Business/Legal/Quantity Surveyor qualification with at least 8 years experience in NEC contracts and similar type Port/Built Environment and Coastal projects;

- The incumbent shall demonstrate that she/he has developed the necessary skills, competencies and experience in executing the particular task assigned, and is fully knowledgeable of the associated activities that are relevant to bid development, tender processes, and contract management;
- The *Consultant* is required to provide as much evidence as possible to unequivocally demonstrate that the incumbent completely satisfies these requirements.

Supporting Resources

- Document controller, estimator, senior project planner, safety administrator, cost engineer and risk practitioner.

Details of experience for proposed staff working in similar projects in terms of nature, complexity and value.

An explanation of how you propose to allocate adequate resources to enable you to comply with the requirements and prohibitions imposed on you by or under the statutory provisions relating to health and safety.

A minimum of the following experienced key persons should be assigned to the contract.

List of Key Persons assigned to the above disciplines

No.	Key Persons	Name and Surname	CV attached (Yes/No)
1	Engineering Manager		
2	Senior Design Engineer		
3	Engineer x 1 (Marine/Structural)		
4	Engineer x 1 (Civil/Transportation)		
5	Engineer x 1 (Electrical)		
6	Senior Project Manager x1		
7	Senior Construction Manager x1		
8	Quantity Surveyor x1		
9	Project Control Manager x1		
10	Environmental Manager x1		

11	Safety Agent x1		
12	Quality Officer x1		
13	Contracts Administrator x1		

Note: Each of the above positions requires a different resource. Resources may not be duplicated.

Attached submissions to this schedule:

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The scoring of the Management & CVs of Key Persons will be as follows:

Weight [60]	Score 100	Score 90	Score 70	Score 40	Score 0
Engineering Manager [6 points]	BSC/BTech degree or higher qualification in Marine/Civil/Structural Engineering, Professional Engineer (ECSA), >15 years relevant experience	BSC/BTech degree or higher qualification in Marine/Civil/Structural Engineering, Professional Engineer (ECSA), ≤15 >12 years relevant experience	BSC/BTech degree or higher qualification in Marine/Civil/Structural Engineering, Professional Engineer (ECSA), 12 years relevant experience	BSC/BTech degree or higher qualification in Marine/Civil/Structural Engineering, Professional Engineer (ECSA), <12 >5 years relevant experience	BSC/BTech degree or higher qualification in Marine/Civil/Structural Engineering, Professional Engineer (ECSA), ≤5 years relevant experience
Senior Design Engineer [6 points]	BSC/BTech degree or higher qualification in Marine/Civil/Structural Engineering, Professional Engineer (ECSA), >15 years relevant experience	BSC/BTech degree or higher qualification in Marine/Civil/Structural Engineering, Professional Engineer (ECSA), ≤15 >12 years relevant experience	BSC/BTech degree or higher qualification in Marine/Civil/Structural Engineering, Professional Engineer (ECSA), 12 years relevant experience	BSC/BTech degree or higher qualification in Marine/Civil/Structural Engineering, Professional Engineer (ECSA), <12 >5 years relevant experience	BSC/BTech degree or higher qualification in Marine/Civil/Structural Engineering, Professional Engineer (ECSA), ≤5 years relevant experience
Engineer (Marine/Structural) [6 points]	BSC/BTech degree or higher qualification in Marine/Civil/Structural Engineering, Professional Engineer (ECSA), >12 years relevant experience	BSC/BTech degree or higher qualification in Marine/Civil/Structural Engineering, Professional Engineer (ECSA), ≤12 >10 years relevant experience	BSC/BTech degree or higher qualification in Marine/Civil/Structural Engineering, Professional Engineer (ECSA), 10 years relevant experience	BSC/BTech degree or higher qualification in Marine/Civil/Structural Engineering, Professional Engineer (ECSA), <10 >5 years relevant experience	BSC/BTech degree or higher qualification in Marine/Civil/Structural Engineering, Professional Engineer (ECSA), ≤5 years relevant experience

Engineer (Civil/ Transportation) [6 points]	BSC/BTech degree or higher qualification in Marine/Civil/Structural Engineering, Professional Engineer (ECSA), >12 years relevant experience	BSC/BTech degree or higher qualification in Marine/Civil/Structural Engineering, Professional Engineer (ECSA), ≤12 >10 years relevant experience	BSC/BTech degree or higher qualification in Marine/Civil/Structural Engineering, Professional Engineer (ECSA), 10 years relevant experience	BSC/BTech degree or higher qualification in Marine/Civil/Structural Engineering, Professional Engineer (ECSA), <10 >5 years relevant experience	BSC/BTech degree or higher qualification in Marine/Civil/Structural Engineering, Professional Engineer (ECSA), ≤5 years relevant experience
Engineer (Electrical) [6 points]	BSC/BTech degree or higher qualification in Electrical Engineering, Professional Engineer (ECSA), >12 years relevant experience	BSC/BTech degree or higher qualification in Electrical Engineering, Professional Engineer (ECSA), ≤12 >10 years relevant experience	BSC/BTech degree or higher qualification in Electrical Engineering, Professional Engineer (ECSA), 10 years relevant experience	BSC/BTech degree or higher qualification in Electrical Engineering, Professional Engineer (ECSA), <10 >5 years relevant experience	BSC/BTech degree or higher qualification in Electrical Engineering, Professional Engineer (ECSA), <5 years relevant experience
Senior Project Manager [5 points]	National Diploma or higher qualification in Built Environment, Professional registration (SACPCMP/PMP), >15 years relevant experience	National Diploma or higher qualification in Built Environment, Professional registration (SACPCMP/PMP), ≤15 >10 years relevant experience	National Diploma or higher qualification in Built Environment, Professional registration (SACPCMP/PMP), 10 years relevant experience	National Diploma or higher qualification in Built Environment, Professional registration (SACPCMP/PMP), <10 >5 years relevant experience	National Diploma or higher qualification in Built Environment, Professional registration (SACPCMP/PMP), ≤5 years relevant experience
Senior Construction Manager [4 points]	National Diploma or higher qualification in Built Environment, Professional registration (SACPCMP), >12 years relevant experience	National Diploma or higher qualification in Built Environment, Professional registration (SACPCMP), ≤12 >8 years relevant experience	National Diploma or higher qualification in Built Environment, Professional registration (SACPCMP), 8 years relevant experience	National Diploma or higher qualification in Built Environment, Professional registration (SACPCMP/PMP), <8 >5 years relevant experience	National Diploma or higher qualification in Built Environment, Professional registration (SACPCMP), ≤5 years relevant experience

Quantity Surveyor [3 points]	National Diploma or higher qualification in Quantity Surveying, Professional registration (SACQSP), >12 years relevant experience	National Diploma or higher qualification in Quantity Surveying, Professional registration (SACQSP), ≤12 >8 years relevant experience	National Diploma or higher qualification in Quantity Surveying, Professional registration (SACQSP), 8 years relevant experience	National Diploma or higher qualification in Quantity Surveying, Professional registration (SACQSP), <8 >5 years relevant experience	National Diploma or higher qualification in Quantity Surveying, Professional registration (SACQSP), ≤5 years relevant experience
Project Controls Manager [4 points]	National Diploma or higher qualification in Built Environment, >12 years relevant experience	National Diploma or higher qualification in Built Environment, ≤12 >8 years relevant experience	National Diploma or higher qualification in Built Environment, 8 years relevant experience	National Diploma or higher qualification in Built Environment, <8 >5 years relevant experience	National Diploma or higher qualification in Built Environment, ≤5 years relevant experience
Environmental Manager [4 points]	BSC/BTech degree or higher in Environmental Management/Science, Professional registration (EAPASA), >15 years relevant experience	BSC/BTech degree or higher in Environmental Management/Science, Professional registration (EAPASA), ≤15 >10 years relevant experience	BSC/BTech degree or higher in Environmental Management/Science, Professional registration (EAPASA), 10 years relevant experience	BSC/BTech degree or higher in Environmental Management/Science, Professional registration (EAPASA), <10 >5 years relevant experience	BSC/BTech degree or higher in Environmental Management/Science, Professional registration (EAPASA), ≤5 years relevant experience
Safety Agent [4 points]	National Diploma or higher Qualification in Safety Management/ Built Environment, Professional registration (SACPCMP), >12 years relevant experience	National Diploma or higher Qualification in Safety Management/ Built Environment, Professional registration (SACPCMP), ≤12 >8 years relevant experience	National Diploma or higher qualification in Safety Management/ Built Environment, Professional registration (SACPCMP), 8 years relevant experience	National Diploma or higher qualification in Safety Management/ Built Environment, Professional registration (SACPCMP), <8 >5 years relevant experience	National Diploma or higher qualification in Safety Management/ Built Environment, Professional registration (SACPCMP), ≤5 years relevant experience
Quality Officer	National Diploma or higher qualification in	National Diploma or higher qualification in	National Diploma or higher qualification in	National Diploma or higher qualification in	National Diploma or higher qualification in



[3 points]	Built Quality Management/ Built Environment, ISO 9001:2015 certificate, >12 years relevant experience	Built Quality Management/ Built Environment, ISO 9001:2015 certificate, ≤12 >8 years relevant experience	Built Quality Management/ Built Environment, ISO 9001:2015 certificate, 8 years relevant experience	Built Quality Management/ Built Environment, ISO 9001:2015 certificate, <8 >5 years relevant experience	Built Quality Management/ Built Environment, ISO 9001:2015 certificate, ≤5 years relevant experience
Contract Administrator [3 points]	National Diploma or higher qualification in Supply/ Business/ Quantity Survey / Legal, NEC Certificate, >12 years relevant experience	National Diploma or higher qualification in Supply/ Business/ Quantity Survey/ Legal, NEC Certificate, ≤12 >8 years relevant experience	National Diploma or higher qualification in Supply/ Business/ Quantity Survey / Legal, NEC Certificate, 8 years relevant experience	National Diploma or higher qualification in Supply/ Business/ Quantity Survey / Legal, NEC Certificate, <8 >5 years relevant experience	National Diploma or higher qualification in Supply/ Business/ Quantity Survey / Legal, NEC Certificate, ≤5 years relevant experience

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

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

T2.2-03: 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:

- Outline of proposed approach
- Detailed method statement, technical approach, supervision, monitoring of construction sequencing in terms of the Works Information (design philosophy)
- 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 objectives:

(Consultant must refer to the works information for a full description of the Scope of Services)

1. Outline of proposed approach
2. Feasibility design development approach
3. Design Reviewing process
4. Detailed list of other resources, professional skills and utilisation including a resource matrix
5. Management tools and system
6. Works Information (design philosophy)
7. Detailed method statement, technical approach and construction sequencing in terms of the scope

The tenderer must attach their Approach Paper to this page.

The scoring of the approach paper will be as follows:

Objectives: Weight [20]	Score	
1. Outline of proposed approach with the following clearly outlined.	0	The Tenderer has not submitted an approach paper.
1.1 Geotech & Survey Investigations	40	Technical approach paper is not specific to the project and does not adequately address the requirements of the scope of works. (Less than 4 objectives have been detailed)
1.2 Engineering & Construction Approach		
1.3 Environmental Socio-economic Approach	70	The technical approach paper is detailed and specific to the scope of works and addresses 5 of the project objectives (5 objectives have been detailed).
1.4 Health & Safety Approach		
2. Feasibility design development and links to Specialist Studies		
3. Design Reviewing process	90	The technical approach paper is detailed and specific to the scope of works and addresses the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. It addresses 6 of the project objectives. (6 objectives have been detailed)
3.1 Show all reviewers.		
3.2 Qualification of Reviewers (Must be senior and Registered with a professional body)	100	The technical approach paper is detailed and specific, innovative and class leading and exceeds project requirements. (7 objectives have been detailed)
3.3 Process flow chart to illustrate review process.		
3.4. Reviewal Tools (e.g sign off sheets etc.)		

<p>4. Resource matrix</p> <p>4.1 Describes how the key resources will be assigned to the project work/activities</p> <p>4.2 Provides a detailed project organogram clearly outlining the names, roles, and communication/reporting lines for assigned resources throughout the concept and design stages.</p> <p>5. Management tools and system</p> <p>Auto Cad & other design, drawing and scheduling packages.</p> <p>6. Works Information (design philosophy)</p> <p>7. Detailed method statement</p> <p>7.1 Method Statement aligned to all scope items</p> <p>7.2 The method statement shows initiation, handover and close- out stages</p> <p>7.3 Key Stakeholders Identified</p> <p>7.4 Project Risks Identified</p> <p>7.5 Quality Management Clearly outlined.</p>		
---	--	--

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

The scoring of the tenderer's previous experience will be as follows:

Scoring	Number of Similar projects 50%	Number of Reference letters 50%
(Score 0)	No submission to evaluate the bidder	
(Score 40)	The tenderer has a track record of concept and engineering design experience with 1 project that the company has been involved in marine infrastructure projects in the last 20 years.	1 reference letter with contactable references plus a handover certificate or letter of completion
(Score 70)	The tenderer has a track record of concept and detailed engineering design experience with 2 projects that the company has been involved in marine infrastructure projects in the last 20 years.	2 reference letters with contactable references plus two handover certificates or letters of completion
(Score 90)	The tenderer has a track record of concept and detailed engineering design experience with 3 projects that the company has been involved in marine infrastructure projects in the last 20 years.	3 reference letters with contactable references plus three handover certificates or letters of completion
(Score 100)	The tenderer has a track record of concept and detailed engineering design experience more than 3 projects that the company has been involved in marine infrastructure projects in the last 20 years.	More than 3 reference letters with contactable references plus more than three handover certificates or letters of completion

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

Signed

Date

.....

Name

Position

.....

Tenderer

.....

T.2.2-05: EVALUATION SCHEDULE - PROGRAMME

Note to tenderers:

Programme

Please provide your proposed detailed Gantt chart programme showing but not limited to the following:

- Ability to execute the works in terms of the Employer's requirements within the required timeframe indicating, in a logical sequence, the order and timing of the construction that will take place in order to provide the works in a logical sequence.
- The main activities for the assignment, their content and duration.
- Phasing and interrelations
- Milestones including interim approvals by the *Project Manager* and/or the *Employer*
- Critical path
- Delivery dates of all key deliverables

The scoring of the Programme will be as follows:

Scoring	Total points (10) Programme
(Score 0)	The tenderer has submitted <u>no</u> Gantt chart programme to determine a score or the Gantt chart programme does not cover all aspects indicated in the above list.
(Score 40)	The tenderer has submitted a practical and realistic Gantt chart programme showing the critical path and milestone dates with an estimated duration from award to completion of conceptual design and detailed engineering design (Task order 1 to 2) of > 15 months.
(Score 70)	The tenderer has submitted a practical and realistic Gantt chart programme showing the critical path and milestone dates with an estimated duration from award to completion of conceptual design and detailed engineering design (Task order 1 to 2) = 15 months
(Score 90)	The tenderer has submitted a practical and realistic Gantt chart programme showing the critical path and milestone dates with an estimated duration from award to completion of conceptual design and detailed engineering design (Task order 1 to 2) > 12 < 15 months
(Score 100)	The tenderer has submitted a practical and realistic Gantt chart programme showing the critical path and milestone dates with an estimated duration from award to completion of conceptual design and detailed engineering design (Task order 1 to 2) ≤ 12 months

General Returnable Schedules

T2.2-06: INTENTION TO TENDER

Transnet National Ports Authority

Tender No: TNPA/2023/09/0019/43828/RFP

Closing Date: **18 January 2024**

Email:

Nomvula.MakeleniVundla@transnet.net

PROVISION FOR FEASIBILITY STUDIES FOR THE DEVELOPMENT OF NEW BERTH 605 AT THE PORT OF RICHARDS BAY

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

Check

Yes ☐ **No** ☐

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

Company:

Contact:

Phone No:

e-mail Address:

REASON FOR NOT TENDERING:

SIGNATURE: _____

DATE: _____

T2.2-07: AUTHORITY TO SUBMIT A TENDER.

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

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

A. Certificate for Company

I, _____ chairperson of the board of directors

_____, hereby confirm that by resolution

of the board taken on _____ (date), Mr/Ms _____,

acting in the capacity of _____, was authorised to sign all

documents in connection with this tender offer and any contract resulting from it on behalf of

the company.

Signed

Date

Name

Position

Chairman of the Board of Directors

B. Certificate for Partnership

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

_____ hereby authorise Mr/Ms _____ --

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

connection with the tender offer for Contract _____
_____ and any

contract resulting from it on our behalf.

Name	Address	Signature	Date

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

C. Certificate for Joint Venture

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

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

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

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

D. Certificate for Sole Proprietor

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

Signed

Date

Name

Position

Sole Proprietor

T2.2-08: 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		

T2.2-09 LETTER/S OF GOOD STANDING WITH THE WORKMEN'S COMPENSATION FUND

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

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

Name of Company/Members of Joint Venture:

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

Tenderers to identify and evaluate the potential risk elements associated with the Works and possible mitigation thereof. The risk elements and the mitigation as identified thereof by the Tenderer are to be submitted.

Tenderers are also to evaluate any risk/s stated by the *Employer* in Contract Data Part C1 and provide possible mitigation thereof.

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is a vertical margin line on the left side, creating a narrow left margin. The paper appears to be from a notebook or a standard ruled document.

Part T2: Returnable Schedules

T2.2-10: Risk Elements

T2.2-11: PROPOSED ORGANISATION AND STAFFING

Attached submissions to this schedule:

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

T2.2-12: VALID EVIDENCE OF TO SPECIFIC GOALS (PREFERENCE CLAIM FORM) REQUIREMENTS STIPULATED IN SBD6.1

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

The 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 Contributor 1 or 2	B-BBEE Certificate / Sworn - Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines
The promotion of enterprises located in Kwa-Zulu Natal (KZN) province for work to be done or services to be rendered in that KZN province	<ul style="list-style-type: none"> • CIPC registration documents • B-BBEE Certificate / Sworn - Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines. • Proof of Registered address of the entity
The promotion of supplier development through subcontracting for a minimum of 30% of the value of a contract to/with EMEs and/or QSEs 51% owned by black people, youth, women or disabled people.	<ul style="list-style-type: none"> • Subcontracting agreements and declaration • Subcontractors CIPC registration documents • Subcontractors B-BBEE Certificate / Sworn - Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines.

ATTACHED SUBMISSIONS TO THIS SCHEDULE:

.....

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.....

TRANSNET NATIONAL PORTS AUTHORITY
TENDER NUMBER: TNPA/2023/09/0010/42699/RFP

DESCRIPTION OF THE WORKS: UPGRADE OF THE ISLAND VIEW SEA WALLS AT THE PORT OF DURBAN
FOR A PERIOD OF THIRTY-SEVEN (37) MONTHS



T2.2-13: CAPACITY AND ABILITY TO MEET DELIVERY SCHEDULE**Note to tenderers:**

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

A schedule detailing the following:

Maximum quantity of work concurrently performed by the Tenderer in the recent past in order to illustrate his potential capacity to design, fabricate and/or construct work of a similar nature;

Current and future work on his order book, showing quantity and type of equipment;

Quantity of work for which the Tenderer has tenders in the market or is currently tendering on;

The work as covered in this Works Information, planned and scheduled as per the Tenderer's capacities and methods but meeting the required delivery schedule.

Index of documentation attached to this schedule:

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

T2.2-14 : 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 6.1

PREFERENCE POINTS CLAIM FORM

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

1. GENERAL CONDITIONS

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

- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

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

1.3 Preference points for this bid shall be awarded for:

- (a) Price;
- (b) B-BBEE Status Level of Contribution;
- (c) Any other specific goal determined in the Transnet Preferential Procurement Policy

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

	POINTS
PRICE	90
SPECIFIC GOALS <ul style="list-style-type: none">• B-BBEE Status Level of Contributor 1 or 2 (3.00)• The promotion of enterprises located in Kwa-Zulu Natal (KZN) province for work to be done or services to be rendered in that KZN province (2.00)• The promotion of supplier development through subcontracting for a minimum of 30% of the value of a contract to/with EMEs and/or QSEs 51% owned by black people, youth, women or disabled people (5.00)	10
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-BBEE status level certificate issued by an authorised body or person;
 - ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
 - iii) any other requirement prescribed in terms of the B-BBEE Act.
- (j) **"QSE"** means a Qualifying Small Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (k) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.
- (l) **"Specific goals"** means targeted advancement areas or categories of persons or groups either previously disadvantaged or falling within the scope of the Reconstruction and Development Programme identified by Transnet to be given preference in allocation of procurement contracts in line with section 2(1) of the PPPFA.

3. POINTS AWARDED FOR PRICE

3.1 THE 90/10 PREFERENCE POINT SYSTEMS

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

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{min} = Comparative price of lowest acceptable bid

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 .]
EME ¹	Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard

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

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

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:

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

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

--	--	--

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.

WITNESSES

1.
2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further

expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest² in the enterprise, employed by the state? **YES/NO**

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

2.2	Full Name	Identity Number	Name of State institution	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 the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 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

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

Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

T2.2-15 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 interest or significant participation or involvement.						
No	Name of Entity / Business	Role in the entity / Business (Nature of interest / Participation)	Shareholding %	Registration Number	Status (Mark the applicable option with an X)	
					Active	Non-Active
1						
2						
3						

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

2. SERVICE LEVELS

- 2.1 Transnet reserves the right to request that any member of the Service provider's team involved on the Transnet account be replaced if deemed not to be adding value for Transnet.
- 2.2 The Service provider guarantees that it will achieve a 95% [ninety-five per cent] service level on the following measures:
- a) Random checks on compliance with quality/quantity/specifications
 - b) On-time delivery
- 2.3 The Service provider must provide a telephone number for customer service calls.
- 2.4 Failure of the Service provider to comply with stated service level requirements.
- 2.5 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 Level

YES	
-----	--

NO	
----	--

T2.2-16 AGREEMENT IN TERMS OF PROTECTION OF PERSONAL INFORMATION ACT, 4 OF 2013 ("POPIA")

1. PREAMBLE AND INTRODUCTION

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

2. PROTECTION OF PERSONAL INFORMATION

- 2.1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No. of 2013 "(POPIA)":
consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.
- 2.2. The Operator will process all information by the Transnet in terms of the requirements contemplated in Section 4(1) of the POPIA:

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

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



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



Transnet and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA.

2.11. Transnet may further request that the Operator correct, delete, destroy, withdraw consent or object to the processing of any personal information and the information of a third party relating to the Transnet or a third party in the Operator's possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations.

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

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

YES	
-----	--

NO	
----	--

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

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



3. **SOLE AGREEMENT**

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

Signed at _____ on this _____ day of _____ 2023

Name: _____

Title: _____

Signature: _____

.....(insert name of
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: _____

T2.2-17 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 138 Eloff Street, Braamfontein, Johannesburg, 2000, 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

T2.2-18: 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 T2.2-18 "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.

T2.2-19 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

T2.2-20: 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

T2.2-21 SERVICE PROVIDER INTEGRITY PACT

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

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

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

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

PREAMBLE

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

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

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

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

1 OBJECTIVES

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

2 COMMITMENTS OF TRANSNET

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

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

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

- 2.3 Transnet further confirms that its employees will not favour any prospective Tenderers/Service Providers/Contractors in any form that could afford an undue advantage to a particular Tenderer during the tendering stage and will further treat all Tenderers/Service Providers/Contractors participating in the tendering process in a fair manner.
- 2.4 Transnet will exclude from the tender process such employees who have any personal interest in the Tenderers/Service Providers/Contractors participating in the tendering process.

3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

- 3.1 Transnet has a '**Zero Gifts**' Policy. No employee is allowed to accept gifts, favours or benefits.
 - a) Transnet officials and employees **shall not** solicit, give or accept, or from agreeing to solicit, give, accept or receive directly or indirectly, any gift, gratuity, favour, entertainment, loan, or anything of monetary value, from any person or juridical entities in the course of official duties or in connection with any operation being managed by, or any transaction which may be affected by the functions of their office.
 - b) Transnet officials and employees **shall not** solicit or accept gifts of any kind, from vendors, suppliers, customers, potential employees, potential vendors, and suppliers, or any other individual or organisation irrespective of the value.
 - c) Under **no circumstances** should gifts, business courtesies or hospitality packages be accepted from or given to prospective suppliers participating in a tender process at the respective employee's Operating Division, regardless of retail value.
 - d) Gratuities, bribes or kickbacks of any kind must never be solicited, accepted or offered, either directly or indirectly. This includes money, loans, equity, special privileges, personal favours, benefit or services. Such favours will be considered to constitute corruption.
- 3.2 The Tenderer/Service Provider/Contractor commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Tender or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Tenderer/Service Provider/Contractor commits to the following:

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

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

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

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

a) Human Rights

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

b) Labour

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

c) Environment

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

d) Anti-Corruption

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

4 INDEPENDENT TENDERING

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

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

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

5 DISQUALIFICATION FROM TENDERING PROCESS

- 5.1 If the Tenderer/Service Provider/Contractor has committed a transgression through a violation of section 3 of this Integrity Pact or in any other form such as to put its reliability or credibility as a Tenderer/Service Provider/Contractor

into question, Transnet may reject the Tenderer's / Service Provider's / Contractor's application from the registration or tendering process and remove the Tenderer/Service Provider/Contractor from its database, if already registered.

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

6 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

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

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

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

7 PREVIOUS TRANSGRESSIONS

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

8 SANCTIONS FOR VIOLATIONS

- 8.1 Transnet shall also take all or any one of the following actions, wherever required to:
- a) Immediately exclude the Tenderer/Service Provider/Contractor from the tendering process or call off the pre-contract negotiations without giving any compensation 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:
- Private gain or advancement; or
 - 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:
- must disclose the interest and its general nature, in the Request for Proposal ("RFX") declaration form; or
 - 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:

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

2.2-22: INSURANCE PROVIDED BY THE *CONSULTANT*.

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

To Whom It May Concern,

CERTIFICATE OF INSURANCE: TRANSNET (SOC) LIMITED – PRINCIPAL CONTROLLED INSURANCE

In our capacity as Insurance Brokers to the Transnet Group of Companies, we hereby certify that the undermentioned insurances are currently in place:

INSURED: Transnet (SOC) Limited

PERIOD: 1 April 2023 to 31 March 2024 (Both days inclusive)

DIVISION: Transnet Freight Rail, Transnet Engineering, Transnet Properties, Transnet Pipelines, Transnet National Ports Authority and Transnet Port Terminals

THE INSURED'S VAT NO: 4720103177

THE INSURED'S COMPANY REGISTRATION NO: 1990/000900/30

POSTAL ADDRESS (Head Office) Carlton Centre, 150 Commissioner Street, Johannesburg, 2001

CONTRACT WORKS INSURANCE

Cover Provided : Contract Works - Physical loss or damage to the Property Insured which being materials, plant and other things for incorporation into the permanent works.

Insurer : Mirabilis (Santam Limited)

Policy Number : MZAR35023-CAR

The Contract Site : Any location within the Territorial Limits upon which The Insured Contract is to be executed or carried out as more fully defined in The Insured Contract documents together with so much of the surrounding area as may be required or designated for the performance of The Insured Contract.

Territorial Limits : The Republic of South Africa.

Additional Co-Insureds:

The Contractor: All Contractors undertaking work in connection with The Insured Contract including the Employer to the extent that the Employer undertakes work in connection with The Insured Contract;

Sub-Contractors: All Sub-Contractors employed by the Contractor and all other Sub- Contractors (whether nominated or otherwise) engaged in fulfilment of The Insured Contract; and to the extent required by any contract or agreement; transporters, suppliers, manufacturers, vendors, other persons, persons providing storage facilities, plant

owners and/or operators in respect of liability loss or damage arising out of The Insured Contract; project managers, architects, land surveyors, quantity surveyors, engineers and other advisors or consultants or sub-consultants appointed in the performance of the Insured Contract activities arising at the Contract Site provided always that any such person shall not be insured hereunder in respect of liability loss or damage arising out of such person's error or omission in the performance of the professional services for which he was appointed;

Provincial & Government: any Local Provincial or Government Department with which the Insured enters into any contract or agreement for the performance of The Insured Contract; all for their respective rights and interests.

Insured Contracts : All Contracts (including any undertaking awarded or commenced prior to Inception of the Period of Insurance) involving design, construction, Performance Testing and Commissioning in respect of the Works and shall Include capital expenditure, upgrade, modification, maintenance or overhaul, refurbishment, renovation, retrofitting or alterations and additions to existing facilities undertaken by the Insured or other Insured Parties acting on their behalf but **excluding**;

- a) contracts which at award stage have a value in excess of R 1,000,000,000;
- b) contracts with an estimated construction period exceeding 48 months but increasing to 60 months in respect of rail maintenance contracts and Transnet Freight and Rail contracts for logistical support for inline inspections and identification of defects over a 5 year period in respect of Transnet's pipeline assets (excluding Defects Liability/Maintenance period);
- c) contracts involving construction or erection of petrochemical manufacturing plant(s) but this exclusion shall not apply to pipelines and other associated works undertaken by or on behalf of the Insured;
- d) contracts in or on any aircraft;
- e) Off-shore contracts;
- f) Wet Risk Contracts which at award exceeds R500,000,000;
- g) Dam Contracts
- h) Tunnel contracts which at award exceeds R50,000,000;
- i) Tunnel contracts using tunnel boring machines;
- j) Underground Mining Contracts;
- k) Horizontal Directional Drilling Contracts which at award exceeds R50,000,000;
- l) Horizontal Directional Drilling Contracts where total drilling exceeds 1 km;
- m) Horizontal Directional Drilling Contracts for pipe diameters greater than 76 cm.

Definitions

1. *"Off-shore contracts" means all works and installations in the sea or on the seabed including dredging which are accessible only by ship boat barge or helicopter and do not constitute normal wet works like harbours moles bridges wharves or sewage or cooling water intake or outlet facilities. "OffShore Contracts" shall include oilrigs and oil platforms (but not including oil platforms when connected to the land on completion). The term shall not apply to pre-fabrication works on land associated with an Off-Shore Contract.*

- 2 *"Wet Risk Contracts" shall mean any Contract and/or Works where more than thirty-five (35) percentile of its value is in a permanent body of water or is below the high water mark of any tidal body of water. The term shall include contracts for the construction of wharves, piers, marinas, causeways, breakwaters, jetties, dry docks and offshore pipelines when connected directly to on-shore facilities and canal developments. Wet Risks shall exclude Off- Shore Contracts;*
- 3 *"Dam Contracts", which term shall include weirs and hydroelectric projects involving the construction of dams or weirs;*
- 4 *"Horizontal Directional Drilling Contracts", means micro-tunnelling work for the construction of tunnels utilising surface based horizontal directional drilling equipment.*
- 5 *Tunnels" means Tunnels (Including declines) involving all of the following;*
 - (a) Works below ground level; and
 - (b) Tunnelling machinery below ground level; and
 - (c) A tunnelling crew operating the machinery below ground level;
 - (d) But shall not include Horizontal Directional Drilling Contracts
- 6 *"Horizontal Directional Drilling Contracts", means micro-tunnelling work for the construction of tunnels utilising surface based horizontal directional drilling equipment.*
- 7 *"Underground Mining Contracts", which shall mean any contract involving underground mining.*

Testing Period: 120 Days not consecutive.

Maintenance Period : 12 Months

Main Policy Extensions :

- Costs & Expenses - Limited to maximum of R50,000,000.
- Expediting Measures – Limited to a maximum of R50,000,000.
- Professional Fees In Reinstatement Of Property Insured - Limited to a maximum of R50,000,000.
- Costs & Expenses For Removal Of Debris No Damage - Limited to a maximum of R50,000,000.
- Surrounding Property in care custody or control of the contractor – Limited to a maximum of R55,000,000.
- Fire Brigade & Public Authorities - Limited to a maximum of R10,000,000.
- Public Authority Reinstatement Costs - Limited to a maximum of R20,000,000
- Public Relationship Costs - Limited to a maximum of R1,000,000.
- Records - Limited to a maximum of R2,000,000.
- Removal to Gain Access - Limited to a maximum of R20,000,000

- Road Reserve and Servitude Extensions - Limited to a maximum of R10,000,000
- Search & Locate Costs - Limited to a maximum of R20,000,000.
- Borrowing Of Plant For Commissioning Purposes - Limited to a maximum of R10,000,000
- Escalation during Construction – 30%
- Marine Contribution Clause
- Claim Preparation Costs – Limited to a maximum of R10,000,000

Main Policy Exclusions :

- War
- Nuclear Energy Risks
- Terrorism
- Computer Loss General Exception
- DE4 (All types of Works) for defective material workmanship design plan or specification.
- LEG 3 (Mechanical or Electrical Engineering Works only) for defective material workmanship design plan or specification. Limited to maximum of 15% of the total estimated contract value.
- Loss or damage arising during air transit or any ocean voyage or whilst in storage thereafter.
- Occurring during any defects/maintenance period unless cause occurred prior to such defects/maintenance period
- Disappearance or by shortage revealed during routine inventory or periodic stocktaking.
- Consequential loss of whatsoever nature.
- Normal wear and tear, normal atmospheric conditions, rust, erosion, corrosion or oxidation.
- Due to its own explosion breakdown or derangement occurring after the Testing Period which has operated under load conditions.
- Second hand property due to its own electrical or mechanical breakdown or explosion.
- Cyber and Data

Deductibles:

In respect of loss or damage:

Major Perils shall mean damage caused by storm, rain, tempest, wind, flood, theft, malicious damage, subsidence, collapse, earthquake, testing or commissioning and the consequences of defective design, specification, materials or workmanship (DE4).

Minor Perils shall mean damage caused by a peril not defined as Major Perils defined above.

Contracts with a contract value :	Major perils	Minor perils
0 to R100,000,000	R25,000	R15,000
R100,000,001 to R250,000,000	R50,000	R15,000

R250,000,001 to R500,000,000	R100,000	R25,000
R500,000,001 to R1,000,000,000	R150,000	R25,000

Minimum wet risk deductible of R100,000 per occurrence to apply.

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

Contracts with a contract value	Deductible
0 to R500,000,000	R1,000,000 per occurrence
R500,000,001 to R1,000,000,000	R1,500,000 per occurrence

PUBLIC LIABILITY

Cover Provided :	Contract Works Public Liability – cover the Insured's legal liability in respect of loss or damage or injury to third parties arising out of work performed in respect of the Insured Contracts.
Insurer :	Stalker Hutchinson (Santam Limited)
Policy Number:	6000/132335
Territorial Limits :	The Republic of South Africa.
Insured Contracts:	<p>All contracts (including any undertaking awarded or commenced prior to inception of the period of Insurance) involving design, construction, performance testing and commissioning in respect of the works and shall include capital expenditure, upgrade, modification, maintenance or overhaul, refurbishment, renovation, retrofitting or alterations and additions to existing facilities undertaken by the Insured or other Insured Parties acting on their behalf but Excluding:</p> <ul style="list-style-type: none"> a) Contracts which at award stage have a value in excess of R 1,000,000,000. b) Contracts with an estimated construction period at award exceeding 48 months but 60 months in respect of contracts awarded prior to 1 April 2020 for rail maintenance contracts For Transnet Freight & Rail and for Transnet Pipeline's logistical support for inline inspections and identification of defects in respect of Transnet's pipeline assets (all excluding Defects Liability/Maintenance period). c) Contracts with a Contractual Defects Liability Maintenance Period exceeding 24 months. d) Contracts involving construction or erection of petrochemical manufacturing plant(s) but this exclusion shall not apply to pipelines and other associated works undertaken by or on behalf of the Insured. e) Contracts in or on any aircraft. f) Off-shore contracts - "Off-shore contracts" means all works and installations in the sea or on the seabed and do not constitute normal Wet Risk Contracts like harbours, moles, bridges, wharves or sewage or cooling water intake or outlet facilities, piers, marinas, causeways, breakwaters, jetties, dry docks and

offshore pipelines when connected directly to onshore facilities and canal developments. "Off-Shore contracts" shall include oilrigs and oil platforms.

Policy Limits:

Contractors Public Liability	R100,000,000 any one occurrence / unlimited during the Period of Insurance
Contractors Negligent Removal or weakening of Support	R100 000 000 any one occurrence and R100,000,000 per site in the aggregate during the Period of Insurance.
Statutory Legal Defence Costs	*R5 000 000 in the aggregate during the Period of Insurance.
Arrest / Assault / Defamation	*R5 000 000 in the aggregate during the Period of Insurance.
Prevention of Access	*R5 000 000 in the aggregate during the Period of Insurance.
Trespass / Nuisance	*R5 000 000 in the aggregate during the Period of Insurance.
Claims Preparation Costs	R5 000 000 any one occurrence

*Where the limits are noted as in the aggregate during the policy period of insurance, that such aggregated limit is applicable to all Transnet Insured Contracts collectively and in total and does not apply to each contract separately.

Deductible(s) : R50,000 per occurrence but increased to R5,000,000 in respect of Spread of Fire and/or Hot Works and R250,000 in respect of Sudden and Accidental Pollution and/or Goods on the Hook and/or R150,000 in respect of Developers Removal of Support.

General Policy Exclusions :

The policy does not cover:-

- deliberate, conscious and intentional disregard to take reasonable precautions.
- fines, penalties, punitive and exemplary damages.
- Pollution unless caused by a sudden, unintended and unexpected occurrence.
- cost of removing, nullifying or cleaning up the effects of pollution unless caused by a sudden, unintended and unexpected occurrence.
- the hazardous nature of asbestos.
- War And Terrorism Risks.
- Nuclear Risks.
- Actual or alleged unlawful competition, unfair practices, abuse of monopoly power, cartel activities
- Compulsory Insurance

- Loss or damage and any consequence therefrom to any Data. •
- Sanctions Exclusion
- Grid Failure

PROFESSIONAL INDEMNITY

Cover Provided :

Professional Indemnity

- In respect of damages which the Insured shall become legally liable to pay in consequence of neglect, error or omission by or on behalf of the Insured in the conduct or execution of their Professional Activities and Duties as defined.
- Prior To Handover/Rectification - against loss arising out of any defect in the works discovered prior to the issue of any practical completion or take-over certificate provided that any such defects are caused by a negligent breach of a Professional Activity or Duty by the Insured in consequence of neglect, error or omission by or on behalf of the Insured.

Insurer :

Stalker Hutchinson (Santam Limited)

Policy Number:

6000/132337

Jurisdiction :

Worldwide excluding North America

Insured Contracts:

All contracts (including any undertaking awarded or commenced prior to inception of the period of Insurance) involving design, construction, performance testing and commissioning in respect of the works and shall include capital expenditure, upgrade, modification, maintenance or overhaul, refurbishment, renovation, retrofitting or alterations and additions to existing facilities undertaken by the Insured or other Insured Parties acting on their behalf but **Excluding**:

- Contracts which at award stage have a value in excess of R 1,000,000,000.
- Contracts with an estimated construction period at award exceeding 48 months (excluding Defects Liability/Maintenance period).
- Contracts with a Contractual Defects Liability Maintenance Period exceeding 24 months.
- Contracts involving construction or erection of petrochemical manufacturing plant(s) but this exclusion shall not apply to pipelines and other associated works undertaken by or on behalf of the Insured.
- Contracts in or on any aircraft.
- Off-shore contracts - "Off-shore contracts" means all works and installations in the sea or on the seabed and do not constitute normal Wet Risk Contracts like harbours, moles, bridges, wharves or sewage or cooling water intake or outlet facilities, piers, marinas, causeways, breakwaters, jetties, dry docks and offshore pipelines when connected directly to onshore facilities and canal developments. "Off-Shore contracts" shall include oilrigs and oil platforms.

Limit Of Indemnity:

Professional Indemnity -

*R100,000,000 in the aggregate during the policy period of insurance.

*Where the limit is noted as in the aggregate during the policy period of insurance, that such aggregated limit is applicable to all Transnet Insured Contracts collectively and in total and does not apply to each contract separately.

**Policy Extension
Limits Of Indemnity:**

Claims Preparation Costs -	*R7,500,000 in the aggregate during the policy period of insurance.
Loss of Documents -	*R2,000,000 in the aggregate during the policy period of insurance.
Statutory Defence Costs -	*R5,000,000 in the aggregate during the policy period of insurance.
Defamation -	*R5,000,000 in the aggregate during the policy period of insurance.
Infringement of Copyright -	*R5,000,000 in the aggregate during the policy period of insurance.

*Where the limits are noted as in the aggregate during the policy period of insurance, that such aggregated limit is applicable to all Transnet Insured Contracts collectively and in total and does not apply to each contract separately.

Deductibles:

R5,000,000 each and every but R10,000 in respect of Claims Preparation Costs, Loss of Documents, Statutory Defence Costs, Defamation and Infringement Of Copyright.

Policy Special Conditions :

Condition precedent to liability that the Insured is fully qualified and registered with the relevant Industry Body/Association in terms of legislation as applicable.

Prior to hand over/rectification – the insured must give prior written notice to the Insurers of the intention to take remedial action to rectify such defect and obtain the Insurers' written agreement to such action being taken and the costs and expenses expected to be expended.

Policy Main Exclusions:

- Excludes all consequential loss other than cost of re-design, rectification and replacement as a consequence of the defect.
- Excludes Supervision.
- Excludes liability arising out of environmental impairment / pollution
- Excludes the cost of removing, nullifying or cleaning-up the effects of environmental impairment/ pollution.
- Excludes war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, any act of terrorism and nuclear risks.
- Excludes fines, penalties, punitive and exemplary damages, multiplication of compensatory damages and/or any other noncompensating damages of any kind.
- Excludes liability from the hazardous nature of asbestos.
- Excludes medical malpractice.

- Excludes failure to meet contractual requirements relating to efficiency, output or durability.
- Excludes failure to meet completion dates
- Excludes the estimation of probable costs other than cost advice and cost planning services normally provided by a Quantity Surveyor or Project manager.
- Excludes incorrect authorisation of payment.
- Excludes breach of any statutory regulation.
- Excludes liability from the insolvency, liquidation or judicial management of the Insured.
- Excludes the certification of value of work executed by any contractor where the Insured has an equity interest in such contractor;
- Excludes liability due to unlawful competition, unfair practices, abuse of monopoly power, cartel activities or breach of a competitions ac
- Sanctions Exclusion
- Grid Failure

This certificate of the insurance cover arranged is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies issued by Insurers.

Dennis Govender



Chief Broking Officer

T2.2-23: 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

T2.2-24: FORECAST RATE OF INVOICING

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

Index of documentation attached to this schedule:

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T2.2-25: SUPPLIER CODE OF CONDUCT

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

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

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

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

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

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

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

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

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

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

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

Conflicts of Interest

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

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

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

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

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

Signed this on day _____ at _____

Signature

T2.2-26 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 issues 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 xxxxxxxx):

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	
<p>EMPOWERING SUPPLIER</p> <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>	<p>YES <input type="radio"/> NO <input type="radio"/></p>
<p>FIRST TIME SUPPLIER</p> <p>A supplier that we haven't as yet Traded within Transnet and will be registered via our database for the 1st time.</p>	<p>YES <input type="radio"/> NO <input type="radio"/></p>

<p>SUPPLIER DEVELOPMENT PLAN</p> <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</p>	<p>YES <input type="radio"/> NO <input type="radio"/></p>
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or do skills development or encourage procurement from designated groups. (BWO, BYO & BDO etc.).	
DEVELOPMENT PLAN DOCUMENT Agreed plan that will be crafted with the supplier in regard to their development (It could be for ED OR SD in terms of their developmental needs they may require with the company).	YES <input type="radio"/> NO <input type="radio"/> *If Yes- Attach supporting documents
ENTERPRISE DEVELOPMENT BENEFICIARY A supplier that is not as yet in our value chain that we are assisting in their developmental area.	YES <input type="radio"/> NO <input type="radio"/>
SUPPLIER DEVELOPMENT BENEFICIARY A supplier that we are already doing business with or transacting with and we are also assisting them assisting them in their developmental area e.g. (They might require training or financial assistance etc.)	YES <input type="radio"/> NO <input type="radio"/>
GRADUATION FROM ED TO SD BENEFICIARY When a supplier that we assisted with as an ED beneficiary then gets awarded a business and we start Transacting with.	YES <input type="radio"/> NO <input type="radio"/>
ENTERPRISE DEVELOPMENT RECIPIENT A supplier that isn't in our value chain as yet, but we have assisted them with an ED intervention	YES <input type="radio"/> NO <input type="radio"/>

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

APPENDIX B

Affidavit or Solemn Declaration as to VAT registration status

Affidavit or Solemn Declaration

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

Signature: _____

Designation: _____

Date: _____

Commissioner of Oaths

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

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

Commissioner of Oaths

APPENDIX C

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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

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

Definition of "Black Designated Groups"	<p>Black Designated Groups means:</p> <ul style="list-style-type: none"> (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and underdeveloped areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"
--	---

3. I hereby declare under Oath that:

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

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

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

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

Deponent Signature

.....

Date

Commissioner of Oaths

Signature & stamp

APPENDIX D

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE – GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	<p>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 –</p> <p>(a) who are citizens of the Republic of South Africa by birth or descent;</p> <p>or</p> <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>

Definition of "Black Designated Groups"	<p>"Black Designated Groups means:</p> <ul style="list-style-type: none"> (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"
--	---

3. I hereby declare under Oath that:

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

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

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

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

Deponent Signature

Date

Commissioner of Oaths

Signature & stamp

VENDOR REGISTRATION DOCUMENTS CHECKLIST

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

	Yes	No
1. Complete the "Supplier Declaration Form" (SDF) (commissioned). See attachment.		
2. Complete the "Supplier Code of Conduct" (SCC). See attachment.		
3. Copy of cancelled cheque OR letter from the bank verifying banking details (with bank stamp not older than 3 Months & sign by Bank Teller).		
4. Certified (Not Older than 3 Months) copy of Identity document of Shareholders/Directors/Members (where applicable).		
5. Certified copy of certificate of incorporation, CM29 / CM9 (name change).		
6. Certified copy of share Certificates of Shareholders, CK1 / CK2 (if CC).		

7. A letter with the company's letterhead confirming both Physical and Postal address.		
8. Original or certified copy of SARS Tax Clearance certificate and Vat registration certificate.		
9. BBBEE certificate and detailed scorecard from a SANAS Accredited Verification Agency and/or Sworn Certified Affidavit.		
10. Central Supplier Database (CSD) Summary Registration Report.		

T2.2-27: THREE (3) YEARS AUDITED FINANCIAL STATEMENTS

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

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

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Co:

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 8:

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

Proposed Sub-consultant 9:

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

Proposed Sub-consultant 10:

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

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:

PROVISION FOR FEASIBILITY STUDIES FOR THE DEVELOPMENT OF NEW BERTH 605 AT 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 *Consultant* under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the *conditions of contract* identified in the Contract Data.

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

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of
organisation)

Date

Name &
signature of
witness

Tenderer's CIDB registration number:

Acceptance

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

The terms of the contract, are contained in:

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

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
Queens Warehouse, Durban, 4001

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		
5		

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	
		G: Term contract
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X1: Price adjustment for inflation
		X2 Changes in the law
		X7: Delay damages
		X9: Transfer of Rights
		X10: <i>Employer's Agent</i>
		X11: Termination by the <i>Employer</i>
		X13: Performance Bond
		X18: Limitation of Liability
		Z: <i>Additional conditions of contract</i>
	of the NEC3 Professional Services Contract (June 2005) (amended June 2006 and April 2013)	

10.1	<p>The <i>Employer</i> is (Name): Transnet SOC Ltd.</p> <p>Address Registered address: Transnet Corporate Centre 138 Eloff Street Braamfontein Johannesburg 2000</p> <p>Having elected its Contractual Address for the purposes of this contract as: Transnet National Ports Authority Queens Warehouse 237 Mahatma Gandhi Road Durban 4001</p>
11.2(9)	The <i>services</i> are PROVISION OF DETAIL ENGINEERING DESIGN, CONSTRUCTION PLANNING AND PROJECT EXECUTION
11.2(10)	<p>The following matters will be included in the Risk Register</p> <ul style="list-style-type: none"> • Traffic Congestion • To be defined Task Order
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 Two (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 or to be defined per Task Order
3	Time
31.2	The <i>starting date</i> is To be confirmed at award

11.2(3)	The <i>completion date</i> for the whole of the <i>services</i> is	55 months from award of contract (starting date)	
31.1	The <i>Consultant</i> is to submit a first programme for acceptance within	Two (2) weeks from the start of each task order	
32.2	The <i>Consultant</i> submits revised programmes at intervals no longer than	The period stated in each task order	
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	Twenty-six (26) Weeks after Completion of a Task for the services associated with such Task unless otherwise stipulated in a task order	
5	Payment		
50.1	The <i>assessment interval</i> is on the	Twenty Fifth (25th) day of each successive month.	
50.3	The <i>expenses</i> stated by the <i>Employer</i> are	Item	Amount
		Economy air fares	Charged at proven costs
		Car hire not exceeding group B	Charged at proven costs
		Accommodation – Protea Group or Town Lodge Group or 3 Star equivalent	Charged at proven costs
51.1	The period within which payments are made is	Payment will be affected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.	

1.1	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 of South Africa	
6	Compensation events	No additional data required for this section of the <i>conditions of contract</i>	
7	Rights to material	No additional data required for this section of the <i>conditions of contract</i>	
8	Indemnity, insurance and liability		
81.1	The amounts of insurance and the periods for which the <i>Consultant</i> maintains insurance are		
	Event	Cover	Period following Completion of the whole of the <i>services</i> or earlier termination
	failure by the <i>Consultant</i> to use the skill and care normally used by professionals providing services similar to the <i>services</i>	Professional Indemnity insurance for not less than R2 000 000.00 (Two Million Rand) in respect of each claim, without limit to the number of claims	Fifty-two (52) Weeks

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*

**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
Consultant deems
desirable in respect of
each claim, without
limit to the number of
claims**

0 Weeks

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

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

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 <i>Consultant's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	For all matters covered under the <i>Employer's</i> Professional Indemnity (PI) and General Third-Party Liability policies, the <i>Consultant's</i> liability will be limited to the excesses applicable under the <i>Employer's</i> Professional Indemnity and General Third-Party Liability policies as detailed in the policy wordings. The current excesses 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 <i>Employer's</i> Professional Indemnity and General Third-Party Liability policies the <i>Consultants</i> liability will be limited to the final total of the Prices.
9	Termination	No additional data required for this section of the <i>conditions of contract</i>
10	Data for main Option clause	
G	Term contract	
21.4	The <i>Consultant</i> prepares forecasts of the total Time Charge and <i>expenses</i> at intervals no longer than	Four (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 Chairperson of the Association of Arbitrators (Southern Africa) will appoint an <i>Adjudicator</i>
W1.2(3)	The <i>Adjudicator nominating body</i> is:	The Chairperson of the Association of Arbitrators (Southern Africa)
W1.4(2)	The <i>tribunal</i> is:	Arbitration

W1.4(5)	<p>The <i>arbitration procedure</i> is</p> <p>The place where arbitration is to be held is</p> <p>The person or organisation who will choose an arbitrator</p> <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 	<p>The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)</p> <p>Durban, KwaZulu Natal, South Africa</p> <p>The Chairperson of the Association of Arbitrators (Southern Africa)</p>
12	Data for secondary Option clauses	
X1	Price adjustment for inflation	
X1.1	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	Variable with changes in salary paid to individuals
X2	Changes in the law	
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 each task order	R30 000

X9	Transfer of Rights.	The <i>Employer</i> owns the <i>Consultant</i> rights over any of the material whatsoever prepared for the Services 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	
	Name:	To be advised at award
	Address	
	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)
X13	Performance bond	
X13.1	The amount of the performance bond is	10% of the Total of the Prices (Incl. Vat)
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:	The Total of the Prices
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.
Z	<i>Additional conditions of contract</i>	
	The <i>additional conditions of contract</i> are	
Z1:	Obligations in respect of Joint Venture Agreements	

Z1.1

Insert the additional core clause 21.5

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

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

- A brief description of the Contract and the Deliverables.
- The name, physical address, communications addresses and domicilium 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.

Written confirmation by all of the constituents:

- i. of their joint and several liability to the *Employer* to Provide the *services*;
 - ii. proof of separate bank account/s in the name of the joint venture;
 - iii. identification of the leader in the joint venture confirming the authority of the leader to bind the joint venture through the *Consultant's* representative;
 - iv. Identification of the roles and responsibilities of the constituents to provide the *services*.
- Financial requirements for the Joint Venture:
 - i. the working capital requirements for the Joint Venture and the extent to which and manner whereby this will be provided and/or

		<p>guaranteed by the constituents from time to time;</p> <p>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>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>
Z2	Additional obligations in respect of Termination	
Z2.1		<p>The following will be included under core clause 90.1:</p> <p>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		<p><i>Clause 90.5 is added as an additional clause</i></p> <p>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	Additional obligations in respect of Termination	
		<p>The following will be included under core clause 90.1:</p> <p>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	Right Reserved by Transnet to Conduct Vetting through SSA	
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	Additional Clause Relating to Collusion in the Construction Industry	
		<p>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.</p>
Z6	Protection of Personal Information Act	<p>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.</p>

Z7	<i>Consultant's Responsibility for the Design</i>
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 <i>Employer's</i> rights to take appropriate action
Z8.1	Any declared, exposed or confirmed tender rigging.
Z8.2	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.
Z8.3	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.
Z8.4	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.
Z8.5	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).

Z9	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.
Z10	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.
Z11	Time	
Z11.1		<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>
Z12	Compensation Events	
Z12.1		Clause 61.4: The first bullet point is amended to read as follows: arises from the fault, error, negligence or default of the <i>Consultant</i> .
Z13	Limitation of liability	
Z13.1		Add to core clause 82.1 and X18
Z13.2		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> .

Z14	Additional clauses relating to cession of rights
Z14.1	Add to core clause 12.3 Any extension, concession, waiver or relaxation of any action by the Parties, the <i>Employers' Agent</i> or <i>Adjudicator</i> does not constitute a waiver of rights and does not give rise to an Estoppel or Lien, unless the Parties agree otherwise and confirm such an agreement in writing.
Z15	<i>Employer's Step-in rights</i>
Z15.1	If the <i>Consultant</i> defaults by failing to comply with his obligations and fails to remedy such default within Two (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> .
Z15.2	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.

Z16	First Assessment Interval	In the event that the <i>Consultant</i> is not loaded on the vendor data base, the <i>Employers Agent's</i> first assessment of the amount due will be done once the <i>Consultant</i> has been successfully loaded as a vendor on the <i>Employers</i> data base 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 <i>assessment</i> interval after the <i>starting</i> date".
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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.

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

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 Pricing Data
25.2	The <i>Employer</i> provides access to the following persons, places and things	As defined in the Scope of Services
G	Term contract	
11.2(25)	The <i>task schedule</i> is in	Set out in the task order

C1.3: Form of Guarantee

C1.3 Forms of Securities

Pro forma Performance Guarantee

For use with the NEC3 Professional Service 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 Works Information.

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 Corporate Ports Authority
Transnet Corporate Centre
138 Eloff Street
Braamfontein
Johannesburg
2000

Date:

Dear Sirs,

Performance Guarantee for Contract No:

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 *Contractor*}

(the *Contractor*), for

{Insert details of the *works* from the Contract Data}

(the *works*).

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*, *Project Manager*, *works* 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 *Contractor* in any manner which the *Employer* deems fit and without being advised thereof the Guarantor shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the Guarantor. Without derogating from the foregoing compromise, extension of the construction period, indulgence, release or variation of the *Contractor's* obligation shall not affect the validity of this Performance Guarantee.
6. This Performance Guarantee will lapse on the earlier of:
 - the date that the Guarantor receives a notice from the *Project Manager* stating that the Completion Certificate for the whole of the *works* has been issued, that all amounts due from the *Contractor* 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 *Project Manager*.
7. Always provided that this Performance Guarantee will not lapse in the event the Guarantor is notified by the *Project Manager*, (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 *Project Manager* to the Guarantor calling up this Performance Guarantee stating that:
 - 8.1 The Contract has been terminated due to the *Contractor'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 _____ day of _____ 201__
at _____ this _____

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 G

PART C2: PRICING DATA

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

C2.1 Pricing assumptions: Option G

C2.1.1 Pricing Instructions

- 1) The Consultant shall be paid under Option G (Term Service) 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 traveling 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 3as 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 Activity Schedule

C2.2 Pricing Schedule

The *staff rates* are:

Category		Basis of <i>staff rate</i> , 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 Task Schedule

The *Employer's* Task Schedule is listed below and is a summation of the Tenderers Task Schedule. The Tenderer can make reference to his Task 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 Task Schedule. This will assist the employer with comparison of the pricing, for each of the tasks.

Item	Activity Description	Unit	Rate	Total Price
1.	TASK ORDER ONE			
1.1	The Consultant shall: model, simulate, design the entire development to confirm the pre-feasibility level of design and validate the value engineered option taking into account the required optimization of capital; produce preliminary schedules, cost estimates, constructability sequencing, risks and assumptions; assess and consider the regulatory requirements for the successful delivery of the project.			
1.1.1	Mobilization of the EPCM team	Sum		
1.1.2	Draft the Engineering Design Model and Terminal Operating Philosophy	Sum		
1.1.3	Present to employer the Engineering Design Model for approval and Operating Philosophy for adoption	Sum		
1.1.4	Draft concept engineering design report, slide presentations and layout drawings for all of the works including quayside, landside infrastructure, road, rail and terminal Prepare all the environmental documentation for submission to DFFE Prepare a draft procurement package plan and strategy	Sum		

	Develop and produce 3D rendered drawings for development Facilitate the fortnightly progress update Produce and present monthly progress reports			
1.1.5	Present concept engineering design report and pre-feasibility deliverables (as per Transnet PLP) for review by Employer	Sum		
1.1.6	All Task order 1 deliverables complete updated and approved	Sum		
1.1.7	Concept Engineering Designs finish	Sum		
1.1.8	Managing, interpreting results and presenting the report.	Sum		
1.1.9	Geotechnical investigation (include soil sampling, borehole data and loading capacity)	Sum		
1.1.11	Surveys (undertake land surveys, topographical surveys, hydrographic surveys, multi beam survey and bathymetric surveys)	Sum		
1.1.12	Navigation Studies (moored vessel motions and vessel navigation simulations)	Sum		
1.1.13	Traffic studies (road and rail)	Sum		
1.1.14	Socio-Economic studies (project specific study)	Sum		

1.1.15	Environmental, Stakeholder Engagement, Environmental Authorisation approvals including Permits and Licences	Sum		
1.1.16	Disbursements (4 months)	Sum		
SUB TOTAL TASK ORDER 1				
Item	Activity Description	Unit	Rate	Total Price
2.	TASK ORDER TWO			
2.1	The Consultant shall commence and complete the detailed engineering design work to a 100% AFC level of detail which includes the development of engineering design works to a level that is fit for purpose to support procurement, construction and project controls			
2.1.1	Task order 2 EPCM mobilisation	Sum		
2.1.2	Presenting draft detailed Engineering Designs to the employer for review and comments. Produce and deliver engineering design reports, slide presentations and construction drawings for all of the works; including quayside, landside infrastructure, road and rail (Port Authority – Landlord)	Sum		

	<p>Conduct required stakeholder engagement and submit all the environmental documentation to DFFE for approval</p> <p>Produce a video that simulates the constructability of the port and marine infrastructure</p> <p>Facilitate the fortnightly progress update</p> <p>Produce and present monthly progress reports</p>			
2.1.3	Presenting the updated detailed Engineering Designs for approval by Employer	Sum		
2.1.4	Presenting draft Construction Philosophy and Procurement Packages	Sum		
2.1.5	Presenting Construction Philosophy and Procurement Packages	Sum		
2.1.6	Develop PLP documents and conduct Peer Review	Sum		
2.1.7	Final Bankable business case	Sum		
2.1.8	Detailed Engineering design and feasibility report finish	Sum		
2.1.9	Presenting the feasibility report, Detail Engineering design and PLP documents for Gate review	Sum		
2.1.11	Disbursements (11 months)	Sum		
SUB TOTAL TASK ORDER 2				

3.	TASK ORDER THREE	Unit	Rate	Total Price
3.1	The Consultant shall provide procurement support to the Employer during the procurement stages. The support includes the Consultant's involvement in technical queries, tender clarification, site visits, technical evaluation and producing technical documentation as and when required.			
3.1.1	Develop and update of tender/Bid document for all work packages	Sum		
3.1.2	Facilitating of tender/Bid clarification meeting and addressing technical Bid/tender queries for all work packages	Sum		
3.1.3	Facilitating of Bid evaluation process and producing Bid/tender evaluation report including the award recombination report for approval for all work packages	Sum		
3.1.4	Facilitating the procurement administration process for all work packages up to award stage.	Sum		
3.1.5	Disbursements (6 months)	Sum		
SUB TOTAL TASK ORDER 3				

TASK ORDER FOUR		Unit	Rate	Total Price
4.1	Undertake the resident engineer functions and engineering management for the project on behalf of the Employer.	22 months		
4.1 .1	Conduct site inspection and approval of construction materials, methodology and construction phase approvals.	22 months		
4.1 .2	Addressing field engineering/technical queries, managing and updating construction drawings including technical specifications.	22 months		
4.1 .3	Providing 3 rd part material/product test/ survey control points verification and acceptance.	22 months		
4.1 .4	Preparation of the engineering records (as-built, technical specification & data- packs etc.)	22 months		
4.1 .5	Validation and approval of temporary design/mix design submitted by contractor.	22 months		
4.1 .6	Facilitating and recording engineering meetings, including general engineering management activities.	22 months		
4.1 .7	Facilitate the fortnightly progress update (look ahead) Produce and present monthly progress reports	22 months		
4.2	Undertake the construction management for the project on			

	behalf of the Employer to ensure compliance and workmanship.			
4.2.1	Facilitating site health and safety, environmental & risk management including compliance to regulation and acts	22 months		
4.2.2	Facilitating quality management not limited to process control and acceptance control	22 months		
4.2.3	Conducting the quantity survey activities, including payment management and processing	22 months		
4.2.4	Conducting project control management, not limited to cost, time, risk, document management and project reporting	22 months		
4.2.5	Conducting contract administration and scope change management, not limited to compensation events, early warnings, PM instructions, risk reduction and scope change approval processes	22 months		
4.2.6	Conducting general construction management, not limited to productivity compliance, construction method controls, delay management, recovery plans and all construction management	22 months		
4.2.7	Facilitate the fortnightly progress update (look ahead) Produce and present monthly progress reports	22 months		

4.2.8	Disbursements (22 months)	Sum		
SUB TOTAL TASK ORDER 4				
5.	TASK ORDER FIVE	Unit	Rate	Total Price
5.1	Commissioning of TNPA facilities and Facility Operator support			
5.1.1	Project commissioning until all TNPA work is certified for operation	Sum		
5.1.2	Support the operator with field queries during the operator design and construction phases	Sum		
5.1.3	Ensure integration and alignment between the TNPA and operator scope of works	Sum		
5.1.4	Provide Port Authority oversight (on behalf of the employer) on the commissioning of the operator scope of works	Sum		
5.1.4	Disbursements (22 months)	Sum		
SUB TOTAL TASK ORDER 5				
6	TOTAL PRICE to be carried over to the Form of Offer and Acceptance (excluding VAT) (TO1 + TO2 + TO3 + TO4 + TO5)			

7.0	RESOURCE	RATE/HR
7.1	Civil Engineer	
7.2	Civil Technician	
7.3	Structural Engineer	
7.4	Structural Technician	
7.5	Marine Engineer	
7.6	Marine Technician	
7.7	Electrical Engineer	
7.8	Electrical Technician	
7.9	Bulk Services Engineer	
7.10	Bulk Services Technician	
7.11	Other Services Engineer	
7.12	Other Services Technician	
7.13	Project Controls Manager	
7.14	Quantity Surveyor	
7.15	Cost Engineer	
7.16	Project Planner	
7.17	Risk Practitioner	
7.18	Lead Contract Administrator	
7.19	Contract Administrator	
7.20	Document Controller	
7.21	Safety Agent	
7.22	Safety Officer	

7.23	Quality Officer	
7.24	Environmental Officer	
7.25	Procurement Manager	
7.26	Procurement Officer	
7.27	Senior Construction Manager	
7.28	Construction Manager	
7.29	Senior Project Manager	
7.30	Project Manager	
7.31	Stakeholder Manager	
7.32	Environmental Specialist	
7.33		
7.34		
7.35		
7.36		
7.37		
7.38		

Part C3: Scope of Services

PART C3: SCOPE OF SERVICES (DETAIL ENGINEERING DESIGN, CONSTRUCTION PLANNING AND PROJECT EXECUTION)

Document reference	Title	No of pages
C3.1	Development of Berth 605 - Container Handling Quay at the Port of Richards Bay	
	Total number of pages	109



C3.1: THE SCOPE

Contents

C3.1: The Scope	2
1 General description of the services	7
1.1 <i>Employer's objective</i>	7
1.2 Executive overview.....	11
1.3 Project Objectives.....	12
1.4 Location of the site and access.....	13
1.5 Submission of proposal.....	13
1.6 Award of the Contract and Task Orders	13
1.7 Skills Development & Skills Transfer Plan.....	23
1.8 Scope of facilities for TNPA.....	24
1.9 Description of the Employer's scope of services	27
1.10 Description of the Consultant services	28
1.11 Long lead equipment/material.....	29
1.12 Interface/interdependences.....	30
1.13 Project scope development.....	31
1.14 Engineering management.....	34
1.15 Construction Management.....	35
1.16 Procedure for submission and acceptance of Consultant's design.....	39
1.17 Use of Consultant's design.....	39
1.18 Review and acceptance of Consultant documentation.....	40
1.19 Project execution plans.....	41
1.20 Key milestone dates	43
1.21 Working areas	44
1.22 Execution strategy.....	44
1.23 Site access, facilities and constraints during detailed engineering design and construction planning 44	
2 Owners requirements and interface management.....	47
2.1 Overview - Project lifecycle process.....	47
2.2 Audits.....	47
2.3 Compliance and approval framework.....	48
2.4 Communications.....	49
2.5 Contract management.....	50



2.6	Cost management	51
2.7	Cost estimate	55
2.8	Documentation control	58
2.9	Environmental and sustainability management	59
2.10	Finance	60
2.11	Health and safety requirements.....	62
2.12	Human resources: people.....	62
2.13	Insurance provided by the Employer	66
2.14	Information and communications technology.....	66
2.15	Legal.....	67
2.16	Planning and programming.....	68
2.17	Project management	70
2.18	Work packages.....	76
2.19	Procurement support.....	76
2.20	Quality assurance requirements.....	76
2.21	Risk management.....	80
2.22	Standard and workmanship	80
2.23	Security management.....	80
2.24	Deliverables matrix.....	81

Table of figures

Figure 1: Port of Richards Bay Masterplan	12
Figure 2: Site location	13
Figure 3: Terminal Layout.....	25

Table of tables

Table 1: High level infrastructure description.....	25
Table 2: Landside infrastructure	25
Table 3: Marine infrastructure.....	26
Table 4: Critical long lead items – national supply.....	30
Table 5: Proposed major milestone dates - port and terminal infrastructure.....	43
Table 6: Deliverables matrix	82



Annexures

Annexure A: Gate Review Process.....	95
Annexure B: Contractor Documentation Submittal Requirements standard (DOC-STD-0001).....	96
Annexure C: Revision of Technical Documents (ENG-GL-0103 REV 0C)	97
Annexure D: Project Development and Execution – Engineering CAD Standards (ENG-STD-0001).....	98
Annexure E: Standard Operating Procedure: Construction Environmental Management (CEM).....	99
Annexure F: Minimum Environmental Standards for Construction V2.....	100
Annexure G: TIMS Policy.....	101
Annexure H: Health and Safety Guidelines (HAS-GL-0001)	102
Annexure I: Governing Codes, Standards and Specifications	103

Glossary

The definitions listed below apply to this document.

Abbreviations	Definition
AFC	approved for construction
ANSI	American National Standards Institute
BBBEE	Broad Based Black Economic Empowerment
BOQ	bill of quantity
BS	British Standards
CBS	cost breakdown structure
CCB	cost control base
CDS	consultant documentation schedule
CEMP	construction environmental management plan
CIRP	consultant's industrial relations practitioner
CHF	Container Handling Facility
COC	certificate of compliance
DoA	delegation of authority
AFC	Approved for Construction
DWT	deadweight ton
EA	environmental authorization
ECSA	Engineering Council of South Africa
EDQP	engineering and design quality plan
e.g.	for example



Abbreviations	Definition
EIA	environmental impact assessment
EPCM	engineering, procurement and construction management
Etc.	etcetera
FBS	facility breakdown structure
FEQ	field engineering query
FFC	final forecast cost
HAZOP	hazard and operability study
H&S	health and safety
ICT	information and communications technology
IDZ	industrial development zone
i.e.	that is
IP	industrial participation
IR	industrial relations
ISO	International Organisation of Standards
km	kilometre/s
kV	kilovolt
KZNLH	KwaZulu Natal Logistics Hub
DAC	Divisional Acquisition Council
m	metre/s
m/s	metre per second
Mtpa	million tonnes per annum
Native	original electronic file format of documentation
NCR	non-conformance report
NEC	New Engineering Contract
OHS Act	Occupational Health and Safety Act
PCI	principal controlled insurance
PCS	process control system
PEP	project execution plan
PFMA	Public Finance Management Act



Abbreviations	Definition
PPR	Project Progress Report
TERMINAL	private sector participation
PMI	project manager's instruction
PPE	personal protection equipment
QA	quality assurance
QC	quality control
QCP	quality control procedure
RACI	responsibility, approval, consulted and informed
RAITC	risk adjusted indicative total cost
SANS	South African National Standards
SCADA	supervisory control and data acquisition
SD	supplier development
SHEQ	safety, health, environment and quality
SI	international system of units (metric)
SOC	state owned company
t	tonne or metric ton (1,000kg)
tal	tonne axle load
TEAR	tender evaluation and adjudication report
TIMS	Transnet Integrated Management System
TNPA	Transnet National Ports Authority
TPT	Transnet Port Terminals
Transnet	Transnet SOC Ltd
UPS	uninterrupted power supply
VAT	value added tax
vs.	verses
WBS	work breakdown structure
%	percentage
3D	three dimensional



1 General description of the services

1.1 Employer's objective

The *Employer's* objective is to enter into a contract with a *Consultant* to provide EPCM services, viz. detailed engineering design services to 100% including Approved For Construction (AFC) drawings, carry out investigations, modelling, studies, simulations, & surveys, prepare design reports, provide technical works information for tender purpose, obtain statutory approvals, and undertake construction supervision for the Proposed Berth 605 New Container Handling Facility in the Port of Richards Bay as outlined hereunder:

Development Package

Proposed New Berth 605 Container Handling quay.

The objectives of the Proposed New Berth 605 Container Handling Facility are as follows:

- a) Provide cost effective container handling quay
- b) Facilitate access to new industry players
- c) Maintain sustainable port solutions
- d) Reduce port congestion
- e) Satisfy Stakeholder requirements

Accordingly, Transnet wishes to procure the services of a *Consultant* to:

- Confirm concept design;
- Complete the detail designs;
- Produce and evaluate options for the various development packages keeping in mind value-engineering considerations for optimized project investment and low cost of operations;
- Produce the schedules, cost estimates, constructability sequencing, risks and assumptions for preparation of a execution business case to secure construction funding;
- Prepare an execution business case;
- Provide procurement support to the *Employer*;
- Undertake construction management services including providing cost, schedule and contract management during construction for and on behalf of and in line with the *Employer's* relevant procedures and policies;
- Undertake pre-commissioning activities including planning, coordination, management - up to ready for commissioning;
- Support project commissioning until certification is obtained;



- Supply end of project documentation in line with *Employer* requirements project close-out;
- Undertake all environmental approval requirements;
- Support the *Employer* with stakeholder engagements;
- Support *Employer* with technical requirements and support for the Container Handling Facility (CHF) Operator (back of quay development);
- Prepare and supply all documentation and reports for the TNPA gate review process; and
- Provide on-job training, skills transfer & mentorship to the *Employer's* Team.

The scope of services for each of the Development Packages shall be executed as per the following tasks:

Task Order 1 – Concept engineering designs

- Conduct a geotechnical investigation for all landside and waterside infrastructure;
- Review historical port geotechnical reports for both landside and waterside infrastructure;
- Carry out the following studies: moored vessel response, sediment modelling, dredging & disposal, numerical modelling, and a full bridge simulation.
- Undertake all land surveys, topographical surveys, multi beam surveys;
- Develop an engineering design model and operating philosophy for the proposed CHF;
- Perform a simulation study for the CHF to confirm facility throughput, as well as the various scenarios and methods of construction in order to satisfy the preliminary business requirements. This must include Vessel Bridge Simulation;
- Carry out a traffic study to test the preliminary road and rail designs and align to both the Port of Richards Bay Masterplan and its Rail Masterplan;
- Develop and complete the conceptual design details;
- Select the preferred design and fix the concept facility layout of the terminal facilities of both TNPA infrastructure and the Operator Facility. (No more than concept design with general arrangements for the Facility Operator).
- Produce concept engineering design reports;
- Develop work package plans;
- Where required prepare and complete works information and specifications for the long lead equipment and early works items for tender purposes;
- Include a strategy for long lead items on the Procurement Plan, business case and other applicable project documentation;



- Carry out an electrical reticulation study and simulate the electricity power demand for the facilities operating philosophy;
- Review historical data for port infrastructure and bulk services within the Bayvue area;
- Develop preliminary estimates and project schedules for all work packages' execution business case requirements;
- Commence with the environmental approval processes taking into consideration studies already undertaken by the Port and KZNLH;
- Develop a draft stakeholder and communications strategy;
- Develop a draft procurement strategy;
- Supply 3D rendered drawings for the facility including quays and the operational facility layouts

Task Order 2 – Completion of detailed engineering design for each of the Development Packages

- Finalize all port and marine engineering detailed designs to 100% Approved For Construction with relevant supporting technical documentation and schedule of quantities;
- Provide a Safety Agent as required by legislation/construction regulations 2014;
- Produce the video simulation for the constructability of the port and marine infrastructure;
- Produce works information (i.e. scope of services) for procurement packages;
- Produce all final cost estimates and priced bills of quantities for procurement packages;
- Finalize the construction schedule and project cost estimates;
- Deliver the project execution plan with all relevant supporting management plans for construction (project execution);
- Prepare all documentation and reports (across all disciplines) for the gate review process (as per the project lifecycle process defined by the *Employer*);
- Complete environmental studies taking into consideration studies already undertaken by the Port and KZNLH and submit all relevant environmental applications to relevant authorities for approval;
- Prepare and submit the execution business case to the *Employer*;
- Prepare all technical documentation to guide the Facility Operator to design the facility according to the *Employer's* requirements - including quay wall loading requirements, rail yard operational requirements, bulk services specifications and



other relevant specifications to allow the Facility Operator to tie-into TNPA infrastructure;

- Represent the *Employer* in the coordination of the duties of the *Employer* as set out in the construction regulation 2014, (not limited to baseline risk assessment), and prepare site specific health & safety requirements;
- Carry out the duties of the Designer as set out in the construction regulation 2014, not limited to applicable safety standards & regulations under section 44 of the Act.
- Finalise the procurement strategy, package plans, engagements with small businesses & business forums in line with Stakeholder and Communications Plan from KZNLH;
- Produce all BID documents for construction work packages.

Task Order 3 – Procurement support

The *Consultant* shall provide procurement support to the *Employer* during the procurement stages. As and when required, the support shall include the *Consultant's* involvement in compilation of the tender document, tender advertisement process, site clarification visits, tender clarification meetings, Bid technical queries, technical evaluations, producing Bid Adjudication Report and technical documentation.

Task Order 4 – Construction and Engineering Management

The *Consultant* shall price for the construction and engineering management for the Execution phase of the project:

The *Consultant* shall undertake the engineering management and the Resident Engineer functions on behalf of the *Employer* to ensure compliance and required workmanship. The *Consultant* is required to provide a Level 4 construction monitoring service as defined within section 3.3.2(6)(d) of the ECSA Guideline Scope of Service and Tariff of Fees for Registered Persons, 2010. To be included in the Transition Management Plan.

- The *Consultant* shall undertake the execution and construction management activities on behalf of the *Employer*. In addition, the *Consultant* shall undertake pre-commissioning activities and project commissioning until Berth 605 is certified to operate. The *Consultant* will also supply end of project documentation and undertake project close-out;

Task Order 5 – Commissioning and Terminal Operator support

The *Consultant* shall undertake the services with the clear understanding that they are acting as the *Employer's* representative and Agent and are therefore required to be fully conversant with Transnet business requirements policies and governance procedures. The *Consultant*



shall comply with the relevant policies and procedures applicable to Transnet National Ports Authority (TNPA) as updated from time to time.

- The *Consultant* shall undertake the post commissioning activities to support the Facility Operator commissioning of the facility on behalf of the *Employer*. Allowances must be made in the activity schedule for this item including the Transition Plan; and
- Support the Facility Operator with field engineering queries during the Facility Operator design and construction phases.

1.2 Executive overview

Transnet National Ports Authority (TNPA) plays a critical role in the logistics business through its eight (8) commercial ports located in the various provinces in South Africa (SA). In order to improve its service offering, TNPA must take continual actions to create the necessary port capacity ahead of demand.

The KZN Logistics Hub (KZN-LH) programme has been created within the TNPA to deliver critical projects in the Durban and Richards Bay ports including.

- a. Port of Durban: Proposed new Point Container Terminal, Expansion of the ro-ro terminal, Pier 2 Berth Deepening, Proposed Maydon Wharf Container Terminal, New Dry Dock, Salisbury Island expansion for Containers, Entrance Channel Expansions
- b. Port of Richards Bay: Proposed New LNG Berth 207, New Navy Base, New Neo Bulk Jetty, Extension of the Chrome jetty, New Container Handling Facility, New Road & Rail

The KZN-LH Programme will roll out a significant number of projects in the coming years. These projects currently have varying levels of development when measured against the stages within the Transnet Project Lifecycle Process (PLP). A significant number of projects require various specialist studies to be completed in the short term.

In order to understand and assess the impacts of using the Berth 605 for handling container operation at the proposed new Container Handling Facility in the Port of Richards Bay, a vessels traffic study is required to understand congestion impacts, downtime, and risks. Figure 1 provides the general layout for the port of Richards Bay Master Plan. This study will support TNPA with effective port planning, efficient project development and decision making.

The *Consultant* shall mobilise, undertake and complete **EPCM services for the Provision of a Container Handling Facility for the Port of Richards Bay** that complies with the deliverables contained in this document.



TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2023/09/0019/43828/RFP

DESCRIPTION OF THE WORKS: PROVISION FOR FEASIBILITY STUDIES FOR THE DEVELOPMENT OF NEW BERTH 605 AT THE PORT OF RICHARDS BAY.



Figure 1: Port of Richards Bay Masterplan

1.3 Project Objectives

The overarching objective of the project is:

To have a dedicated berth for the Container Handling Facility at the Port of Richards Bay. The New Berth 605 will ensure that the 606 to 609 berths are utilised for the Multi-Purpose Terminal (MPT) only and not for handling of containers. This will result in the operational efficiency of the MPT being improved. The Container Handling Facility with the dedicated berth will ensure that this facility will have high operational efficiencies. The detailed engineering design, construction planning and project planning services for development of Berth 605 container handling quay for the Port of Richards Bay is required.

The objective for the project includes the development of:

- Deep water quay wall with a minimum water depth of 19m;
- Undertake the reclamation works between the existing and proposed new quay walls and provide all proposed infrastructure;
- Provide facility stacking area to accommodate 200 000 TEU capacity per annum ;
- Provide New rail facility with train length to suit;
- Upgrade all roads leading up to the facility;
- Provide a new electrical supply to feed the facility operations and equipment;



- Provide new bulk services including water, sewer and telecoms to the boundary of the proposed new Container Handling Facility;
- Obtain all environmental and statutory approvals for construction of the proposed new facility;
- Provide technical support for the proposed new Facility Operator to undertake the development of the facility; and
- Provide on-the-job training, skills transfer & mentorship and Small, Medium and Micro Enterprise (SMME) empowerment.

1.4 Location of the site and access

The 600 series berths in the Port of Richards Bay.



Figure 2: Site location

1.5 Submission of proposal

The *Consultant* must submit a comprehensive proposal, responding to scope of work from Task Order 1 to Task Order 5 for the project.

The RFP response must demonstrate the understanding of the scope of works for each of the Task Orders. The *Consultant* must respond to all task order requirements (1 to 5). Responding to selected portions of the Task Orders will not be accepted.

1.6 Award of the Contract and Task Orders

Transnet will enter into an **NEC Option G contract** for this project with 5xTask Orders as described in section 1.1.



Each **Task Order** will be awarded individually to the *Consultant* by the *Employer* as determined at a point in time during/in the execution of the project. It is not necessary that each Task Order be awarded sequentially. The award will be determined based on the need for the execution of the Task Order. All Task Orders to be priced upfront in the submission of the bid.

Task Order 1 Focuses on preliminary design for the port authority infrastructure as well as the Facility Operator infrastructure development. Both developments shall be designed, and cost estimates provided for each development.

Task Order 2 The primary deliverable is for the *Consultant* to provide the detail design and legislative approvals for the berth 605 quay wall infrastructure (port authority responsibility) only.

Task Order 3 Involves procurement deliverables & support and will be issued once capital funding is available to proceed with the appointment of a construction contractor.

Task Order 4 Involves the construction phase of the project. It entails engineering supervision that will be undertaken by the *Consultant* and construction supervision and management of the construction contractor by the *Consultant*.

Task Order 5 Involves the provision of technical support during the Bid process phase of appointing a Facility Operator. The *Consultant* will also provide technical support to the Facility Operator (via the *Employer*) during the construction phase of the facility by the Facility Operator.

The Task Orders are unpacked hereunder with further levels of detail:

1.6.1 Task Order 1 – Concept designs

The *Consultant* shall simulate, model and develop various phasing options, while taking into account the required optimization of capital, to accommodate the *Employer's* phasing option requirements, as well as producing the proposed designs, schedules, cost estimates, constructability sequencing, risks and assumptions associated with the new phasing methodology.

a) Geotechnical investigation

The *Consultant* will undertake all required geotechnical investigations for all landside and waterside infrastructure. These include soil sampling, borehole data and loading capacity, and the review of geotechnical historical port reports for all landside and waterside infrastructure. The *Consultant* will prepare the scope of works for all the required geotechnical investigations required for this project and issue to the market, appoint the contractor, manage service providers and submit interpretative reports for review and approval. The geotechnical investigation scope to be based on the TNPA sampling and boreholes guideline. All services rendered must comply with TNPA SHE



Specifications. Transnet will cover costs to service providers for all geotechnical investigations undertaken whilst the *Consultant* will manage the execution of the geotechnical scope of work.

b) Moored Vessel Response Study

The *Consultant* will undertake a moored vessel response study. This should include assessment of loading on the mooring ropes, and the capturing, assessing and analysing of movements of the vessel. The *Consultant* will prepare the scope of works for all the investigations required for this study and issue to the market, appoint the contractor, manage service providers and submit an interpretative report for review and approval. All services rendered must comply with *Employer's* SHE Specifications. The *Employer* will cover costs to service providers for all investigations undertaken whilst the *Consultant* will manage the execution of the scope of work.

c) Sediment Model Study

The *Consultant* will undertake a full sediment model study. The *Consultant* will prepare the scope of works for all the investigations required for this study and issue to the market, appoint the contractor, manage service providers and submit an interpretative report for review and approval. All services rendered must comply with *Employer's* SHE Specifications. The *Employer* will cover costs to service providers for all investigations undertaken whilst the *Consultant* will manage the execution of the scope of work.

d) Dredging & Disposal Study

The *Consultant* will undertake investigations to refine the dredging and disposal methodology. This should include dredging plume impact studies and disposal site identification studies. The outcome of the study should include aspects such as: soil properties of proposed dredged material, availability of dump site for anticipated volumes and spoil composition, Transnet dredging services capacity and involvement in the works, and regulatory requirements. The *Consultant* will prepare the scope of works for all the investigations required for this study and issue to the market, appoint the contractor, manage service providers and submit an interpretative report for review and approval. All services rendered must comply with *Employer's* SHE Specifications. The *Employer* will cover costs to service providers for all investigations undertaken whilst the *Consultant* will manage the execution of the scope of work.

e) Numerical Modelling Study

The *Consultant* will undertake a full numerical modelling study taking all environmental factors into account. The *Consultant* will prepare the scope of works for all the investigations required for this study and issue to the market, appoint the contractor, manage service providers and submit an interpretative report for review and approval. All services rendered must comply with *Employer's* SHE Specifications. The *Employer* will cover costs to service providers for all investigations undertaken whilst the *Consultant* will manage the execution of the scope of work.

f) Full Bridge Simulation



The *Consultant* will undertake a full bridge simulation study. The *Consultant* will prepare the scope of works for the investigation required for this study and issue to the market, appoint the contractor, manage service providers and submit an interpretative report for review and approval. All services rendered must comply with *Employer's* SHE Specifications. The *Employer* will cover costs to service providers for all investigations undertaken whilst the *Consultant* will manage the execution of the scope of work.

g) Surveys

The *Consultant* will prepare the scope of works and undertake land surveys, topographical surveys, and a multi beam survey. Transnet will cover the cost for service providers.

h) Engineering model and operating philosophy

An engineering design model and operating philosophy for the proposed Container Handling Terminal will be required to be developed for this project. The *Consultant* will arrange for appropriate specialists to undertake the required scope of works. Transnet will provide the relevant guidance and support required for the terminal to achieve the required performance standards. The *Consultant* is to review the historical data for port infrastructure and bulk services and perform simulation studies for the terminal to confirm terminal throughput, electrical reticulation, and bulk services as well as the various scenarios and method of construction in order to satisfy the preliminary business requirements. Transnet will facilitate the acceptance and approval of the engineering model and operating philosophy with the relevant stakeholders.

i) Traffic studies

A site traffic study will be undertaken in this task order to test the preliminary road and rail designs undertaken in the Transnet master plan validation study.

j) Level of design for concept studies

Develop conceptual designs for all of the terminal infrastructure. In this stage, a selection process will be undertaken to select the most suitable key structure and terminal layout for the proposed terminal. The *Consultant* is to produce concept engineering design reports and high-level plans. Transnet will facilitate the acceptance and approval of the conceptual design and terminal layout with the relevant stakeholders.

k) Work Break-down structure

The *Consultant* will develop a detailed work breakdown structure and develop the procurement work packages in this Task Order. This information will be used to undertake and guide the detail design phase in a subsequent Task Order 3.

l) Early works



Prepare and complete works information and specifications for the tender purposes of the early works package.

m) Develop preliminary estimates

Prepare and complete the cost estimates for the total scope of works based on the preliminary 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, provision to be made for this in the cost estimate. This estimate will become the basis for developing the execution business case.

n) Project schedule

Prepare and complete the level 3 project schedule based on the preliminary design. Based on the risk profile sufficient time allowance will be made to baseline the schedule for full project execution. This schedule will become the basis for developing the execution business case.

o) Execution business case inputs

Prepare and complete business case requirement checklist, detailing the evaluations process that will inform the execution business case. The validation model must be developed to test the viability of the execution business case. The *Consultant* will prepare the draft business case with guidance from the *Employer* in subsequent task orders.

p) Environmental Authorisation approvals including Permits and Licences

The *Consultant* will appoint an EAPASA registered independent Environmental Assessment Practitioner (EAP) to be part of the project team from the inception of the contract. The EAP will be required to review and validate the outcomes of the KZN Logistics hub environmental baseline reports. The environmental requirements must be included into the Multi-criteria Analysis (MCA) for technical option selection prior to initiating the environmental approval processes. The EAP together with the relevant Environmental Specialist team will prepare all the documentation, undertake any specialist studies, and consult with relevant stakeholders for the environmental application & approval processes. All the environmental approvals must be in place prior to commencing with construction business case submission.

q) Socio-economic Study

The *Consultant* will undertake a project specific socio-economic impact assessment for the project. The *Consultant* to present an economic impact assessment, assessment modelling, economic component, social component and socio-economic cost benefit/opportunities, risk and mitigation analysis. The report must also detail scope and recommendations to be included with the following feasibility design phase of the project.

r) Stakeholder engagement



The *Consultant* will undertake the following:

- Prepare and complete a stakeholder metrics and engagement process.
- Facilitate stakeholder engagement
- Draw up a stakeholder feedback report and
- Propose the mitigation to address any stakeholders' concerns.

s) Supply 3D rendered terminal drawings

The 3D rendered drawings are critical tools for engaging internal and external stakeholders. This deliverable is expected to be completed towards the end of this task order i.e. prepared once the general arrangement drawings for the terminal are completed. The *Consultant* to prepare, present and obtain approval from the *Employer* for this piece of work.

1.6.2 Task Order 2 – Completion of detailed engineering and construction preparation

The *Consultant* shall commence and complete the detailed engineering design work to a 100% AFC level of detail which includes the development of engineering design works to a level that is fit for purpose to support procurement, construction, and project controls. Detailed engineering activities produce deliverables that are integral to allow the *Employer* to procure accurately sized and technically correct equipment, components, materials and enable construction and commissioning activities. The *Consultant* shall ensure that all the approved for construction drawings are rigorously reviewed in order to avoid redesigns during construction. The level of engineering, including preparation of drawings, should be advanced quite considerably in order to be able to support a definitive estimate. In addition, the *Consultant* shall compile and deliver the scope of services and specifications for tender documentation for both critical long lead equipment and construction packages.

a) Detailed engineering drawings

The *Consultant* shall commence and complete the detailed engineering design work to a 100% Approved for construction (AFC) level of detail which includes the development of engineering design works to a level that is fit for purpose to support procurement, construction, and project controls. The *Consultant* shall ensure that all the AFC drawings are rigorously reviewed in order to avoid redesigns during construction. The level of engineering to include preparation of drawings, engineering specification schedule and construction procedure. **The scope of this activity only applies to the Port Authority infrastructure investments including quays, dredging, reclamation, bulk services etc.**

b) Works information

The *Consultant* will produce Works information (i.e. scope of services) for procurement packages detailing sequences for proposed construction, SHEQ requirements, as well as all technical specifications. Where applicable Transnet standards will be adopted for



the Construction Works. The Works information shall also specify tests that must be carried out and results that will be approved by the designer for acceptance of the Works. Applicable laws as well as environmental requirements shall be included in the works information.

c) Final cost estimates

The finalised cost estimates will be determined by the detailed designs, latest estimates for unit costs, forex costs, estimates for owner, project management and contingencies. The Transnet format for summarising and the cost estimates shall be adopted by the *Consultant*. A cost basis report shall be produced by the *Consultant* outlining the methodology for determining the cost estimate, contingency and the degree of accuracy of the estimate. A MONTE CARLO analysis for cost risk estimates shall be undertaken to validate the project contingencies. A full bill of quantities (BOQ) and monthly cash flows shall be produced for each of the work packages. A procedure for measuring earned value (EV) during construction shall be proposed in this Task Order.

d) Construction schedule

The finalised construction schedule will be determined by the detailed engineering, latest weather predictions, and construction methodology that is determined by the *Consultant* designs. A basis of schedule report shall be produced by the *Consultant* outlining the sequences, dependencies, long lead items and constraints. Based on the risk profile for construction activities, the *Consultant* shall make adequate allowances for schedule float. A full schedule shall be produced for each of the work packages outlining the baseline, early start, late finish and critical path in the schedule. A procedure for measuring earned value (EV) during construction shall be proposed in this Task Order.

e) Execution plan

The *Consultant* in consultation with the *Employer* shall deliver a comprehensive project execution plan (PEP) with all the relevant supporting management plans for construction of the works (project execution). The PEP as a minimum shall contain:

- Execution approach
- Quality plan
- Procurement plan
- Risk management plan
- Construction management plan
- Stakeholder management plan
- Environmental and Community/Social Governance and Sustainable Development Design management plan
- Commissioning and operational readiness plan



- Produce a video simulation for the constructability of the marine and terminal infrastructure.

f) Gate Review process

Prepare and undergo a gate review process to completion (i.e. to follow the project lifecycle process as defined by the *Employer*). Refer to gate review documents attached as **Annexure A**. The *Consultant* must prepare the relevant reports and presentations required for the gate review process. The *Employer* will facilitate the gate review setup as well as the gate review panel for the execution of the gate review process. Where there are updates required to the reports or deliverables, the *Consultant* will execute the necessary changes.

Upfront in the initiation of the project, the *Employer* with the *Consultant* will undertake a gate review set up to determine the deliverables required for the project and for the gate review process. Furthermore, there will be an interim review of the deliverables prior to the gate review process.

g) Environmental Authorisation and Relevant Permits and Licenses

The *Consultant* shall appoint an EAPASA registered independent EAP prior to initiating any of the environmental processes. The EAP shall identify all the relevant Specialist studies required to facilitate the environmental authorisation, permit and licence requirements. Furthermore, the EAP will initiate all the relevant permit and license applications as well as the environmental authorisation where applicable. The EAP shall as a minimum render the services that complies with the requirements of the National Environmental Management Act 107 of 1998 and its regulations as amended, and with the SEMA/applicable Municipal bylaw requirements.

The EAP must undertake an independent review of all environmental baseline studies, applicable permits and licenses for the project/s.

h) Health and Safety Relevant Notifications and Compliances

The *Consultant* shall appoint a registered safety agent to represent the client in the coordination of the duties of the client and designer as set out in the 2014 construction regulations.

i) Execution Business Case

Prepare and submit the execution business case to the *Employer*. Data for the business case shall be extracted from the Task Order 1 preliminary information for the draft business case. The business case will be finalised once the acceptable level of accuracy is obtained from the Task Order 2 detailed design. The business case shall assess and contain as a minimum the following information:

- a) Volumes
- b) Revenue streams
- c) Maintenance streams



-
- d) Post implementation review
 - e) Benefits realization
 - f) IRR, PI, NPV
 - g) Investment cash flow
 - h) Schedule
 - i) Cost break-down for various assets
 - j) Employ the services of a Transaction Advisor to assess financing options for funding the execution and construction of the terminal.

TNPA will provide the template and the model for the business case.

j) Preparation of Bid documents for construction

The *Consultant* shall produce all Bid documents for each of the construction work packages. The BID document shall include the following:

- a) Works information
- b) Evaluation criteria
- c) Technical and functional returnable
- d) Tender drawings
- e) Pricing data – BOQ
- f) Technical and functional specifications (Health and safety, environmental and quality)

1.6.3 Task Order 3 – Procurement support

The *Consultant* shall provide procurement support to the *Employer* during the procurement stage. The support includes the *Consultant's* involvement in technical queries, tender clarification, site visits, technical evaluation and producing technical documentation, as and when required.

All procurement activities for the project shall be led and executed by the *Employer*. The services for procurement shall follow the Transnet processes for the BID and approval activities. Once the contract for service providers is in place, the *Employer* will hand over the contract to the *Consultant* for execution purposes.

1.6.4 Task Order 4 – Engineering Management and Construction Management

The *Consultant* shall undertake the engineering management for the project on behalf of the *Employer* to ensure compliance and workmanship. The *Consultant* shall also undertake pre-commissioning activities, 'up to ready for commissioning' and support Facility Operator commissioning until the berth is certified to operate. The critical resources that the *Consultant* will allow for in this task include:



-
- a) Engineering Manager
 - b) Resident Engineer
 - c) Technical supporting team

The *Consultant* shall also undertake the execution and construction management for the project on behalf of the *Employer*. This task includes all related construction management activities such as contractor supervision, NEC PM, environmental monitoring and auditing, quality acceptance control, health and safety compliance, pre-commissioning activities including planning, coordination, management up to ready for commissioning.

The ***Consultant*** shall ensure compliance with health and safety, environmental, labour relations and material standards.

All contracts will be concluded between the *Employer* and the *Contractor*. The *Employer* shall provide the necessary DOA to the *Consultant* to perform its necessary duties. All payments to the *Contractor* shall be made via the *Employer's* finance systems and processes.

In summary the following key activities will be undertaken by the *Consultant* for this task order:

- a) NEC project management
- b) NEC contract management
- c) NEC site supervision
- d) Schedule, Cost, Quality & SHE management
- e) Invoice and payment processing
- f) Management of Contractor disputes
- g) Assets capitalisation
- h) Contract close out and submission of data packs
- i) Social and stakeholder monitoring

The *Employer* will lead and communicate directly with the public and its stakeholders with the support of the *Consultant's* team.

1.6.5 Task order 5 – Commissioning and Facility Operator support

In this task order the *Consultant* provides:

- a) Commissioning of TNPA infrastructure



The Consultant shall undertake project commissioning until work is certified for operation.

b) Facility Operator support

The *Consultant* shall:

- Support the operator with field queries during the operator design and construction phases.
- Assist with technical documentation to support operator design and operational requirements, including quay wall loading, stack loading, electrical reticulation, rail yard requirements, other critical quay/operation dependencies/interface requirements.
- Ensure integration and alignment between the TNPA and operator scope of works.
- Provide oversight on the commissioning of the operator scope of works.

1.7 Skills Development & Skills Transfer Plan

The *Consultant* shall establish a skills development and skills transfer plan for *Employer's* candidates who will be released from their respective departments for the purposes of this training. The development plan is to be linked to ECSA/SACPCMP/EAPASA registration requirements and will include but not be limited to the following:

Design skills, drawing development, use of applicable software, critical analysis of software output and design processes, development of specifications and procedures, development of contract information and tender documentation, site supervision skills, environmental oversight, and quality management systems for construction works in other specialist areas. Further specific skills development and transfer requirements may be included in the task order prior to appointment.

The skills development and transfer plan is to include the following as a minimum:

- Development and transfer of skill areas/categories;
- Details of the required competency for a particular skill/category;
- Skills gap analysis;
- Specific skills development and transfer plan;
- Frequency of assessment;
- Mentoring requirements;



- Candidate's performance – proposed progress report on acquired competencies over the period under review;
- Skills development mentor - proposed reporting structure;

Skills development to be conducted over two cycles, (Task Order 2 and Task Order 4), consisting of 5 mentees per cycle. As a minimum monthly engagement between mentor and mentee is to be conducted.

1.8 Scope of facilities for TNPA

Notwithstanding the below mentioned scope of facilities, the tenderer is directed to **Figure 1 - High-level Proposed Port Layout** which was produced during the validation study stage.

Below is the high-level facilities description. Where certain sections are not explicit, the tenderer must make allowances thereof. The *Consultant* should further break down the scope activities which shall be performed at each facility for each discipline and to which a cost can be assigned.

1.8.1 Facilities description

The Container Handling Facility consists of the following major infrastructure:

- Quay wall and quay furniture
- Stack and Operational facilities
- Road
- Rail
- Civil infrastructure
- Buildings and workshops
- Bulk infrastructure such as water supply electricity supply, storm water reticulation
- Security systems
- Equipment

The TNPA scope of work will require detailed design and construction for the following pieces of infrastructure:

- Quay walls and quay furniture
- Crane beams and rails for the quay side cranes (detailed design only)
- Dredging
- Reclamation
- Road and rail to the container terminal boundary
- Bulk services to the boundary of the container terminal



- Technical specifications to be supplied to the Facility Operator.

The overall layout of the terminal is shown in **Figure 3** below:

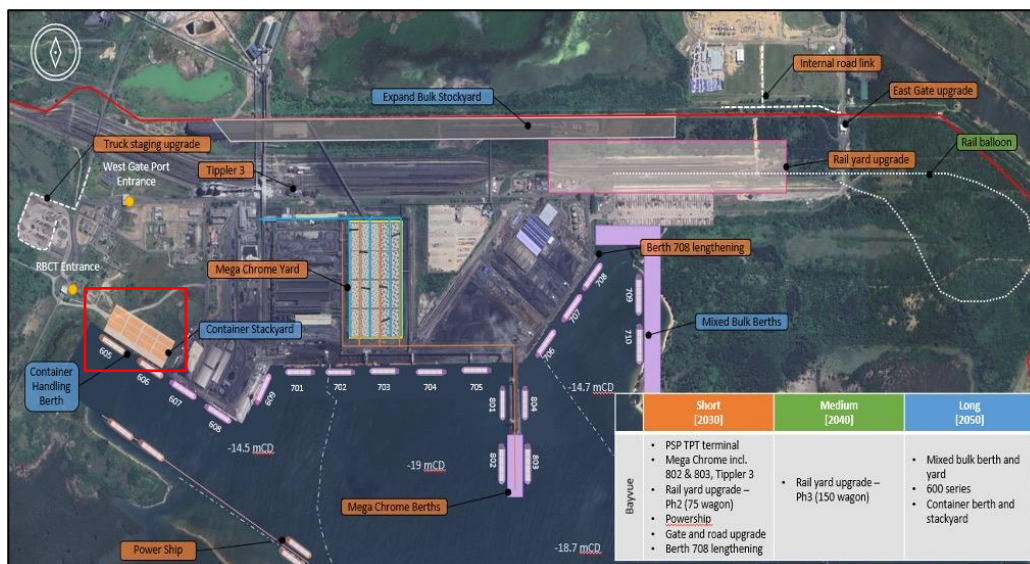


Figure 3: Terminal Layout

The infrastructure within the terminal is broadly grouped into two main areas, the landside and marine side area. The sub-areas within the two main areas are detailed in the table below.

Table 1: High level infrastructure description

Area	Location	Infrastructure
Sub-area	Landside infrastructure	Reclamation, bulk services, road, rail, electrical, security systems
Sub-area	Marine infrastructure	Quay walls, quay furniture, dredging

1.8.2 Landside infrastructure

The main landside infrastructure required for the terminal development includes the following:

Table 2: Landside infrastructure

Sub-area	Description
Land and property	Transnet National Ports Authority (TNPA) owns all the required land for the development.
Road and Rail	<ul style="list-style-type: none"> Major upgrades to the existing roads leading up to the terminal boundary. Including the upgrade of quayside road and road entrances. A road traffic study will be required to confirm the concept layout prior to completing the detail design. Upgrades to the rail lines and rail terminal supporting the container handling terminal. Currently the existing Bayvue rail terminal does not have capacity to handle containers. A rail traffic study will be required to confirm the concept layout prior to completing the detail design.
Bulk Services	<ul style="list-style-type: none"> As much as the current site is adjacent to a brown field development with existing sewer, water, and storm water provisions, the existing infrastructure needs to be re-evaluated and re-constructed where necessary to meet the requirements of the new Container Handling Facility The early concept design as per Task Order 1 must address this matter.
Electrical infrastructure	<ul style="list-style-type: none"> The proposed container handling site is adjacent to a brown field development with existing power supply. The existing electrical infrastructure needs to be evaluated against the requirements of the proposed new facility. Design must be undertaken to provide power supply that meets the requirements of the new facility. These new requirements may include high voltage for equipment & cranes at the quayside, supplies to technical workshops and high mast lights. The provision for renewable infrastructure and energy storage equipment must be made available for energy regeneration from STS cranes and future sustainability initiatives at the quayside
Security systems	<ul style="list-style-type: none"> The provision for the security infrastructure must be made available for securing operations in the Container Handling Facility. Evaluations will be required for recommending an accredited security system for the container facility.

1.8.3 Marine infrastructure

The marine infrastructure required for the terminal development includes the following:

Table 3: Marine infrastructure



Sub-area	Description
Quay wall	Validation is required to confirm the most suitable quay structure for the prevailing site conditions. The quay wall design must make provision for planned mobile equipment as well as future STS cranes.
Quayside furniture	A latest recommended quay wall fender system will be installed. Validation will be required to confirm the appropriate fender system. The quayside must make allowances for future crane rail & beams for STS cranes. The position of the bollards to be validated and confirmed with TNPA.
Dredging & Reclamation	The design & provision of dredging to a depth of -19m is required to meet current future operational needs.

1.9 Description of the Employer's scope of services

1.9.1 Infrastructure breakdown structure

The *Consultant* shall prepare and develop the Infrastructure Breakdown Structure (IBS) based on the infrastructure scope and submit it to the *Employer* for approval. The *Consultant* shall track all scope changes and scope development against the IBS. The IBS includes all tangible assets envisaged (not only engineering, but all infrastructure to ensure a complete solution, e.g. infrastructure such as quay, roads, rail, sub-stations, quay side fenders, loading and off-loading facilities, ICT and security access items including perimeter fencing etc.

The *Consultant* shall produce a detailed Work Breakdown Structure (WBS) packages description for each infrastructure package.

1.9.2 Scope exclusions

Whilst the following are excluded from the scope of services, (will be undertaken by the Facility Operator or other Projects), the related interfaces form part of the scope for the *Consultant*. As such, the *Consultant* should conceptualize, coordinate, plan and manage all the related interfaces to ensure that the overall project is completed on time and seamlessly and hence the schedule prepared should integrate the following:

- Detailed design and construction of the Container stack yard and other facility operations (interfacing between container stack and quay side operation)
- Port equipment acquisition for facility operation
- Detailed design and construction of the Facility Operator buildings (admin, workshops, staff facilities and staff parking)



- Mobilization of the operational readiness team. The responsibilities for coordinating and implementing the operational readiness team is detailed in the operational readiness plan.

1.10 Description of the Consultant services

The *Consultant* should ensure that the deliverables proposed cover the full scope of the various packages identified in this scope; to be included as part of the Gate Review processes.

The *Consultant* should produce the total integrated service for the project in accordance with the Transnet PLP requirements.

The services provided by the *Consultant* under the detailed engineering and construction preparation, or planning are generally described by the following main activities:

- Concept feasibility study
- Geotech, Surveys, Moored Vessel Response study, Sediment Model study, Dredging & Disposal study, Numerical Modelling study, Full Bridge simulation, Traffic studies, and review and update project specific Socio-Economic studies
- Detailed engineering designs including Approved for Construction (AFC) documentation and drawings
- Scope of services and specifications document compilation for tender preparations and construction packages
- Cost estimates and project schedule
- Compilation of Project Execution Plan (PEP) including all related plans
- Preparation of all documentation for the Gate Review
- Produce the video simulation (constructability) of the port and marine infrastructure
- Construction supervision and Resident Engineer functions
- Support technical queries related to the Terminal Operator.

Services required for the scope of facilities identified in this document but not expressly mentioned in the scope, but are however necessary for the satisfactory provision of the scope of facilities described herein are to be provided by the *Consultant*.

The infrastructure is designed to provide a new container handling quay (Berth 605) with relevant bulk services.

The scope includes the completion of the detailed design and construction management of the facilities.

The *Consultant* shall also identify package interface management risks and propose the most optimal package consolidation to reduce, as technically as possible, the number of packages.



The detailed design package will be approved in portions by the *Employer* prior to commencement of the procurement and construction management activities.

The *Consultant* properly articulates and in detail defines all the battery limits associated with the works and submits to the *Employer* for approval during the design review period.

The *Consultant* develops and submits as-built drawings including seed files as part of the end of job documentation.

In providing the *services*, the *Consultant* conforms to the governing statute, the Occupational Health and Safety Act (Act no. 85 of 1993, as amended), the National Environmental Management Act (NEMA) (Act 107 of 1998, as amended), etc. The *Consultant* complies with the *Employer's* specifications as referenced in this scope document.

The *Consultant* addresses the following criteria at all stages:

- Design for safe operations and construction to a high level of safety and low operating cost.

The *Consultant* must compile drawings as required for detailed engineering. The *Consultant* applies for Employer drawing numbers, SAP numbers and asset numbers for all assets that will be designed and constructed.

"As-built" drawings related to the existing infrastructure may not be accurate. The *Consultant* performs site verification of all drawings and confirms orientations, locations, dimensions, and tie-ins for facilities prior to working on the drawings, designs, and installations.

The *Consultant* should propose skilled staff with relevant experience to be formally mobilized to ensure these deliverables are met. Furthermore, the *Employer* (including owner's representatives) and the *Consultant* should agree the interface particulars as and when applicable, unless interfaces are already listed herein.

The *Consultant* shall submit with his tender proposal a priced tender for each task order which identifies all the necessary items to be executed by the *Consultant*. Where items have not been identified in each task order, it is deemed to be included in the *Consultant's* prices. The *Consultant* may also expand on the activity schedule contained in the BID by providing sub-activities for each Task Order as a mitigation to assess monthly invoice claims.

All relevant policies and procedures documents should be made available to the *Consultant* upon request.

1.11 Long lead equipment/material

The *Consultant* should compile and prepare the scope of services and specification documentation to form part of the tender enquiry documents for the critical long lead items and work packages. Furthermore, the *Consultant* upon interpreting the scope during his



tendering, shall propose a list of additional equipment/material deemed necessary to be ordered in advance and make allowance thereof in his proposal. For the purpose of this contract, all such identified material/equipment should have a lead time of at least twelve months as a minimum or falling in the critical path.

Delivery periods listed in the table below are indicative timelines. It is the responsibility of the *Consultant* to further investigate the delivery timelines and use informed timelines in his schedule.

Table 4: Critical long lead items – national supply

Long lead item	Duration in months (includes shipping)
Quay Wall fenders*	12

*** The above is an example of long lead items required. *Consultant* to carry out own investigation.**

1.12 Interface/interdependences

The *Consultant* should in his tender allow for managing the following interfaces/interdependencies as part of this project. Further, he should use his experience to allow for applicable and unidentified interfaces necessary for a project of this nature.

The below execution interfaces, (not limited to the following), have been identified for the project:

- a) Terminal design interfaces – The *Consultant* should manage all the interfaces between all 3rd parties involved in the project, including identifying rail, road & Facility Operator deliverables, in order to complete the scope of this appointment and also support the Facility Operator for the successful outcome of this project.
- b) Road and Rail – During the project execution stage, the *Consultant* shall manage the technical interfaces from road and rail to container stack/quay side to meet the project requirements.
- c) Bulk Services: *Employer* to provide the existing layouts. The *Consultant* should manage the technical interfaces to meet the project requirements. The Facility Operator shall be responsible for the design and installation of all other bulk services within the operational area, e.g. water, power, wastewater etc.
- d) Environmental authorization, permits and licences – The *Consultant* should manage all the environmental related interfaces, which will include appointing, managing and supporting an EAP. The EAP will undertake an EIA and obtain all required permits and licenses.
- e) Identify, compile and manage permits and/or wayleaves for all statutory requirements and site permits including the necessary applications from other 3rd party approval authorities (e.g., Municipality, etc.)



- f) Permits and site occupations – The *Consultant* should manage all the interfaces relating to the issuing of permits, management of optimal use of occupations and site occupation throughout the execution phase. The *Consultant* should in advance familiarize himself with all Transnet requirements relating to permits and site occupations.
- g) Stakeholder engagement – The *Consultant* should identify and engage with all external stakeholders via the *Employer* where existing structures may be impacted due to planned designs. The *Consultant* should develop the list of stakeholders to be impacted during the execution phase.
- h) Operational readiness – The *Consultant* shall manage and implement all requirements for operational readiness with the support of the *Employer's* Representative.

1.13 Project scope development

Services required for the scope identified herein but not expressly mentioned in the scope of services, but necessary for the satisfactory provision of the scope described herein, are to be identified and provided for by the *Consultant* in his tender submission and should meet all the deliverables as prescribed in the PLP to satisfy the detailed engineering design deliverables.

The *Consultant* scope of services includes, but is not limited to:

- a) Confirmation of the *Employer's* requirements for the execution phase of the project
- b) Confirmation and compilation of the design basis, design criteria and the scope of facilities
- c) Familiarization with the standards, procedures and procurement policies and all other governance requirements
- d) Management of the verification of underground services and project boundaries
- e) Verification and confirmation of the servitudes
- f) Review historic geotechnical investigations conducted in the Port that are relevant to this project, identify any additional gaps (in addition to what have been highlighted in the geotechnical gap analysis report) and plan a geotechnical investigation to fill the gaps. Geotechnical data extracted from the existing documents should be considered when planning the investigation and incorporated to the utmost extent in the final report(s) in order to minimize the amount of additional geotechnical works to be carried out.
- g) Conduct a geotechnical investigation by appointing/managing a competent geotechnical contractor and prepare geotechnical investigation and design report(s)
- h) Identification, compilation and management of permits for all statutory requirements and site permits including the necessary applications
- i) Bulk services authorization applications, management, and implementation



-
- j) Identification and plan for construction power and water requirements
 - k) Identification of borrow pits and disposal/dump areas including offshore and do necessary applications with the authorities
 - l) Plan and arrange the sequencing of construction activities to accommodate other adjacent construction projects/operations to take place
 - m) Verification of the existing as-built drawings where available
 - n) Review existing validation study reports and update these as may be necessary
 - o) Produces plot plan/s and seek *Employer's* review and approval
 - p) Generation of detailed engineering and design of the works
 - q) Verification of the list of work packages and finalization thereof
 - r) Compilation of the project estimate per each package including the related Bill of Quantities (BOQs) for the whole project
 - s) Documentation of the basis of the estimate
 - t) Provision of detailed and realistic cash flow plan in line with the proposed schedule linked to relevant work packages during that period
 - u) Ensuring standardization of designs, material, and equipment to avoid an unwarranted layer of maintenance
 - v) Review and revision of the existing drawings, reports and all other documents issued, including bending schedules, calculations and assumptions for the design of all engineering work
 - w) Supply of project close-out documentation in accordance with the *Employer's* specification
 - x) Carry out a Hazard and Operability Study (HAZOP & HAZCON)
 - y) Identify risks and manage risks
 - z) Provision for the involvement of the *Employer* in design and risk reviews
 - aa) Utilization of the *Employer's* reference numbering structure on all its documentation and drawings for new assets structure or propose a numbering system for the project for acceptance by the *Employer's* representative
 - bb) Develop and confirm the operating philosophy
 - cc) Submission of detailed engineering and design method statements covering all engineering and design activities for the execution phase of the project
 - dd) Writing of the required engineering project specifications (in the event of none existing but deemed necessary) in accordance with the *Employer's* requirements



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- ee) Compilation of the complete engineering and detail design package, which includes functional engineering and design details, calculations and drawings meeting all the *Employer's* requirements:
- The supplier's calculations, drawings, and manuals
 - Data sheets
 - Compilation and issuing works information for execution
- ff) Compilation of the equipment list and material list per package/per area/per sub-area
- gg) Provision of copies of the design calculations, drawings, procedures, and records which are to be handed to the *Employer* for review before execution
- hh) Engineering interface meetings
- ii) Obtain engineering and design acceptances
- jj) Preparation and maintenance of a detailed level 3 implementation schedule
- kk) Production of the 'basis of schedule' document
- ll) Distribution of reports or trade-off studies (where required) carried out
- mm) Maintenance of a document control process
- nn) Maintenance of a document review procedure whereby documents are formally reviewed by identified stakeholders and representatives
- oo) Maintenance of a cost control system inclusive of all requirements
- pp) Production of monthly project reports as per prescribed dashboard format
- qq) Implementation of change management
- rr) Development and update of project risk register (monthly, as minimum)
- ss) Maintenance and management of a risk management plan
- tt) Performance of a value engineering review on the chosen design
- uu) Knowledge management - production of a record of key learnings experienced
- vv) Performance of Quality Assurance (QA) on the execution of the project works
- ww) Implementation of the Environmental Management Programme (EMPr) compiled during the detail design and engineering phase and ensuring compliance
- xx) Finalization of detailed design for the Port scope of works
- yy) Provision of engineering, design, and project management, project support services and inputs required from TNPA to support and deliver this scope
- zz) Review and management of compensation events
- aaa) Prepare presentation slides on monthly progress
- bbb) Production of 'artistic impression of terminal with the quays'



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- ccc) Produce PLP reports and documentation
 - ddd) Prepare Works information for tender documentation
 - eee) Undertake Interface management between *Employer's* teams & Facility Operator teams
 - fff) Production of the draft execution business case
 - ggg) Production of all procurement documentation
 - hhh) Undertake technical evaluation of bid documents
 - iii) Undertake Construction management
 - jjj) Undertake Resident Engineer functions
 - kkk) Support the Facility Operator with technical enquiries and responses
 - lll) Finalise Project closeout
 - mmm) Submit data packs
 - nnn) Provide on-job training, skills transfer & mentorship to the *Employer's* team.

1.14 Engineering management

The *Consultant* manages the following items as a minimum requirement during the engineering stages. The *Consultant* shall develop the detail breakdown of each activity as per the *Consultant's* own engineering systems, however it shall be accepted by *Employer's* engineering manager.

- a) Assurance of technical integrity
- b) Assurance of reliability
- c) Obtain performance guarantees for the terminal and confirm liabilities
- d) Confirm and correct engineering drawings
- e) Manage and work-off technical assumptions concerns log
- f) Compensation event reporting and justification
- g) Design conformance to Occupational Health and Safety Act (OHS Act) and NEMA as amended
- h) Definition and management of interfaces and battery limits
- i) Plot plan deviations and revisions
- j) Develop a commissioning and start-up framework plan
- k) Develop an interdependence framework plan
- l) Manage, approve and lead systematic studies (plot plan, HAZOP, infrastructure communications plan, etc.)
- m) Incorporate outcome of systematic studies



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- n) Ensure process integrity with regards to design deviations
 - o) Incorporate all approved changes into the services and facilities
 - p) Manage and control the project safety files
 - q) Approve all design packages
 - r) Manage availability requirements
 - s) Manage maintainability and operability requirements
 - t) Provide representatives to perform work and decisions on the project for the following:
 - Participate and certify portion of systematic studies
 - Design procedures.
 - u) Mentorship to TNPA engineering staff
 - v) The *Consultant* prepares and presents design documents to the *Employer* at the following review meetings as a minimum:
 - Plot plan review meetings
 - Technical design coordination meetings
 - Process flow diagram (in PFD format) review meetings
 - HAZOP review meetings & Workshops
 - Safety integrity level review meeting
 - 30% and 100% 3D CAD model review meetings
 - Memorandum of change
 - Value improving practices (value engineering)
 - Technical risk reviews.
 - w) All the above review meetings shall be facilitated and led by the accredited facilitator provided by the *Consultant*
 - x) The *Consultant* consolidates the HAZOP/design review comments and job sheets and updates other design documentation to AFC status
 - y) The *Consultant* arranges and chairs all design review sessions
 - z) The *Consultant* leads the VIP (value improvement engineering) meetings as scheduled by the *Consultant* and incorporates decisions and findings into, and updates other design documentation to AFC status.

1.15 Construction Management

The *Consultant* shall prepare a construction management plan for all the proposed construction actions to construct all items as indicated in the scope of facilities during the



detailed design stage and prior to issuing the construction work packages. The construction management plan is developed with the following headings.

1.15.1 *Introduction and general information*

This will have a description of the following:

- Project construction philosophical statement
- Indicating the overall duration
- Main construction items and the possible methodologies that can be followed for the construction of them
- The critical path using primavera P6 or MS Projects software
- Peak man loading
- Construction interface and interdependence
- Other items of concern.

1.15.2 *Construction safety*

- Site access plans, permits, induction, permits
- Identifies emergency plans in case of injuries on site and how the injured personnel are taken to hospitals/doctors and the related administrative issues including payments at the medical facilities
- List the ambulance services, clinics, hospitals, and doctors close by the works and make upfront arrangements to enable smooth admissions in case of an emergency
- A construction safety target is proposed
- The possible incentives and a description of the actions to implement a safety drive for the different contractors are proposed and the costs of these actions determined
- The *Consultant* develops a construction H&S plan, for the construction phase. This plan shall be in accordance with the requirements and stipulations of the safety management standard
- The *Consultant* develops an emergency evacuation plan for the construction workers during peak construction period.

1.15.3 *Environmental Management*

- Relevant environmental authorisation/s, permits and licenses requirements/conditions including the Transnet environmental standard/s

1.15.4 *Construction administrative guidelines*

- Construction organizational structure and description of functionaries



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- Construction working hours
 - Other site conditions and rules
 - Manage changes in construction methodology
 - Proposed cleaning teams and cleaning actions.

1.15.5 *Industrial relations and human resources*

- The *Consultant* adheres to the *Employer* Broad Based Black Economic Empowerment (BBBEE) labour targets (targets for local labour) and determines methodologies of how these targets can be achieved. As well as the predetermined supplier development targets
- Industrial relations management roles, responsibilities, and interfaces
- Dealing with industrial issues including employment of locals.

1.15.6 *Identified shutdown and pre-shutdown work*

- The *Consultant* to manage and ensure contractors adhere to the Transnet builder's shutdown process
- Adherence to security during builder's shutdown.

1.15.7 *Mobilization and laydown areas*

- The *Consultant* provides preliminary calculations of required laydown area per construction area and per construction discipline
- The proposed/possible requirements per construction contractor
- Negotiates with Owners regarding the laydown areas
- Identifies approved borrow pits & dumpsites.

1.15.8 *Construction facilities and amenities*

The *Consultant* provides an indication on what is to be done for and in regard to the following facilities and amenities.

- Parking areas in terms of the area required
- Construction vehicles for use by key site personnel and management thereof
- Access routes and security entry point for construction labour from the parking area to the construction site
- Access routes and suitability of access routes for material and equipment
- Canteen and cafeteria services including mess facilities
- Temporary offices, office furniture, stationeries, etc.
- Communication radios
- Information and communications technology infrastructure for site



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- Electrical power distribution (requirements for electrical power distribution)
 - Water for construction, human consumption, dust settlement and hydro testing (if required). The *Consultant* provides an indication of the water quality and the volume required for the purpose stated. The *Consultant* should also provide a means of water saving
 - The *Consultant* provides a proposal for the material storeroom and warehousing arrangements. A cost is determined for the proposal
 - The *Consultant* provides a proposal for logistics to access, transport and delivery of material/equipment to site including security requirements.
 - Navigational requirements for construction is considered
 - Dredging and reclamation requirements are implemented
 - Interface with operations, Terminal, and the municipality are being managed.

The *Consultant* manages the following items as a minimum requirement during construction. The *Consultant* develops the further detail breakdown of activities as per his own construction management systems.

- The *Consultant* to manage the contracts as an *Employer's* representative, project manager or service manager
- Design verification
- Design team support and site supervision during construction period
- Site supervision – marine, mechanical, electrical, buildings, earthworks, structural & civils
- Preparation and input for as-built drawings
- Support and interface with operations, Facility Operator
- Manages legal and dispute matters
- Monitors authorization requirements and take corrective actions as may be necessary.
- Undertakes cold commissioning and provide support for hot commissioning activities until the system is certified to operate
- Provide, training, mentorship to Engineering site staff
- FEL4 close-out
- Engineering and construction management close-out report
- Produce monthly progress reports and present these to the *Employer* at the monthly progress meeting
- Prepare PowerPoint presentations related to progress on site as well as information & slide pack for ongoing stakeholder management during the various stages of execution.



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- Facilitate, respond and close out field engineering queries
 - Manage the interface between operations, Terminal and the construction site
 - Manage all the SHEQ requirements.

1.16 Procedure for submission and acceptance of Consultant's design

The *Consultant* shall undertake design safety reviews as with the defined project team. The *Consultant* shall also undertake design engineering reviews, stakeholder engagement reviews and engineering integration reviews as detailed in this services information with the project team.

The *Consultant* documentation should be issued to the project manager under cover of the *Consultant* transmittal note, including complete contract references (i.e. project number, contract number, etc.), as well as the *Consultant's* project document number, revision number, title and chronological listing of transmitted documentation. The format of the *Consultant* data to be submitted should be in accordance with the project procedure as accepted by the project manager.

The *Consultant* should allow the project manager two (2) weeks to review and respond to the *Consultant's* submission of their documentation, i.e. from the time of receipt by the project to the time of despatch. Should the project manager delay the response past two weeks, the *Consultant* is released to proceed with work with the assumption that the project manager has no comments.

On receipt of the reviewed documentation the *Consultant* should make all modifications as requested or as marked up on the documentation and resubmit the revised documentation to the project manager within two weeks. Any queries regarding comments and/or changes should be addressed with the project manager prior to re-submittal.

1.16.1 Documentation submission

In undertaking the 'services' (including all incidental services required), the service provider should conform and adhere to the requirements of the Contractor Documentation Submittal Requirements standard (DOC-STD-0001), included as **Annexure B**.

1.17 Use of Consultant's design

The *Consultant* grants the *Employer* a licence to use the copyright in all design data presented to the *Employer* in relation to the services for any purpose in connection with the construction, re-construction, refurbishment, repair, maintenance, and extension of the designs with such licence being capable of transfer to any third party without the consent of the *Consultant*. The *Consultant* vests in the *Employer* full title guarantee in the intellectual property and copyright in the design data created in relation to the services.



1.18 Review and acceptance of Consultant documentation

In undertaking the 'services' all documentation and data prepared and submitted by the *Consultant* should conform and adhere to the requirements of: Contractor Documentation Submittal Requirements standard (DOC-STD-0001) included as **Annexure B** and Revision of Technical Documents (ENG-GL-0103) as **Annexure C**.

Note:

A 'starter kit' containing the standard project drawing templates should only be issued upon contract award in electronic 'native' format under cover of the project transmittal note.

Each supplier of documentation and data to the project is responsible for ensuring that all documentation and data submitted conforms to the project standards and data quality requirements in terms of numbering, uniqueness, quality, accuracy, format, completeness and currency of information. Data not meeting the project standards and data quality requirements, may be rejected, and returned to the *Consultant* for corrective action and re-submission.

Should any change be made to documentation or data, which has already been submitted to the project, then new or revised documentation or data should be issued to replace the outdated information. All drawings supplied should comply with the programme CAD standards, i.e. Project Development and Execution: Engineering CAD Standards (ENG-STD-0001) as **Annexure D**.

It is the responsibility of all project participants undertaking work within this project to ensure they obtain and comply with the relevant requirements to suit their deliverables and scope of work.

The *Consultant* is to ensure that the latest versions of the required application software and a suitable 'IT' Infrastructure are in place to support the electronic transmission of documentation. Electronic files submitted to the project should be clear of known viruses and extraneous "macros". The issuer of documentation is required to have, at all times, the latest generation of virus protection software and up-to-date virus definitions.

All documentation and data created for the project should be numbered and named according to the TNPA codification procedure. Such numbering is only available from the project's document control group.

The *Consultant* should, prior to acceptance of a purchase order/contract, determine that he has the ability to satisfy the requirements for documentation and data as specified within the standards, i.e. DOC-STD-0001: Contractor Documentation Submittal Requirements standard and ENG-STD-0001: Programme CAD standards.



The *Consultant* should be responsible for the supply of all sub-supplier/sub-consultant/sub-manufacturer, etc. documentation and data related to their package of work, and should ensure that these service providers have the capability to supply the necessary documentation and data in the required time-frame and quality as outlined in the specified standards prior to awarding sub-orders.

The required format of documentation and data should as a minimum be as follows: -

- Hard copy (full size), PDF and 'native' file format that is compatible with Transnet systems
- The required number of copies of documentation and data should be specified in the *Consultant* Documentation Schedule (CDS). The required number of copies should as a minimum be four (4) hard copies, with the corresponding PDF and 'native' file formats upon final submission, unless otherwise specified in the CDS
- The *Consultant* should apply "wet or electronic signatures" to the original documentation before scanning the signed original and prior to formal submission to the project
- Final issues of all documentation should be supplied to the project in "wet signature" or electronic signature (with delegated authority) format along with the associated corresponding electronic 'native files' and PDF renditions
- The *Consultant* should ensure adequate resources are available to manage and execute the document control function as per the requirements of the project
- The *Consultant* should retain copies of all documentation issued in connection with the project for a minimum period of five (5) years after the completion of the construction phase of the project.

1.19 Project execution plans

The *Consultant* should develop and finalize the PEP in accordance with all the scope of facilities and the related deliverables to include the following plans:

- Execution engineering management plan
- Procurement execution plan
- Scope management plan
- Cost management plan
- Execution quality management plan
- Health and safety management plan
- Execution risk management plan
- Construction execution plan
- Execution handover and close-out management plan



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- Commissioning plan
 - Implementation phase communication plan
 - Project execution systems plan
 - Project initiation and set-up plan
 - Project controls execution plan
 - Basis of schedule – execution phase
 - Industrial relations management plan
 - Execution document management plan
 - Environmental and community/social governance and sustainable development design management plan
 - Site quality plan
 - Communication plan including a Responsibility, Accountability, Confirmed and Informed (RACI) matrix
 - Interface management plan
 - Logistics plan
 - Security management plan
 - Systems/ICT execution plan
 - Operational readiness plan.

Furthermore, the *Consultant* produces the following ready for execution deliverables amongst others:

- Project specific procedures
- Project specific templates
- Procurement package plan
- Procurement status and schedule report
- Progress procurement packages (ready for enquiry)
- Delegation of authority matrix
- RACI matrix
- Execution systems configuration
- Training matrix
- Execution organizational structure
- Project reporting calendar and reporting format issued for client approval
- Project risk matrix

- Setup audit.

1.20 Key milestone dates

The following milestone dates are given to the *Consultant* to help him plan his designs to fit the planned infrastructure handover date to achieve the PCT terminal commissioning:

Table 5: Proposed major milestone dates - port and terminal infrastructure

Description	Forecast date
Task order 1	
Award <i>Consultant</i> contract & Task Order 1	February 2024
Concept Engineering Designs Start	February 2024
Presenting Engineering Design Model and Operating Philosophy	April 2024
Presenting concepts engineering design reports	May 2024
Concept Engineering Designs finish	June 2024
Completion of works	June 2024
Task order 2	
Award <i>Task Order 2</i>	July 2024
Detail Engineering start	July 2024
Presenting Engineering Designs	September 2024
Presenting Construction Philosophy and Procurement Packages	November 2024
Peer Review – Gate Review	January 2025
Final Execution business case	February 2025
Detail Engineering finish	March 2025
Gate review	April 2025
Completion of works	May 2025
Task order 3	
Award <i>Task Order 3</i>	June 2026
Procurement Support	June 2026
Completion of works (Depends on the number of package plans)	December 2026



Description	Forecast date
Task order 4	
Award <i>Task Order 4</i>	January 2027
Start of construction – Construction management	January 2027
First Vessel	July 2028
Handing over of project documentation	October 2028
Task order 5	
Award <i>Task Order 5</i>	January 2027
Commissioning and Terminal operator support	February 2027
Completion of works	October 2028

1.21 Working areas

Construction work will occur simultaneously in a number of working areas to achieve the required schedule milestones. The project can be divided into the following working areas:

- Waterside
- Landside

1.22 Execution strategy

The construction execution strategy shall be developed by the *Consultant* during this detailed engineering stage (i.e. task order 2) of the project. The *Consultant* is required to produce a video simulation of the constructability of the port and marine infrastructure.

It is required that a detailed constructability workshop shall be undertaken by the *Consultant* in order to develop the construction / execution strategy including interface of the various construction packages.

1.23 Site access, facilities and constraints during detailed engineering design and construction planning

1.23.1 Access to Port of Richards Bay

Access to the Port is strictly controlled. Access permits are issued by Transnet National Ports Authority (TNPA) against receipt of a written request from an entity already operating within the Port. Positive identification (identity document or driving licence) is required for each person requesting an access permit. The *Employer* will assist the *Consultant* to obtain the required access permits.



1.23.2 *Use of vehicles within the port (dependent on Port)*

The speed limit for vehicles on the roads within the port boundary is 40km/h and is strictly enforced. Vehicles should travel with their headlamps on at all times and, in addition, must display a roof-mounted amber flashing beacon when in motion. The speed limit for vehicles travelling on the quayside is 20 km/h. Special permits are required for vehicles operating on the quayside.

1.23.3 *Personal protective equipment*

Personal protective equipment (PPE) should be always worn when in the operational areas of the port. The minimum requirements for PPE are hard hat, reflective vest and safety footwear. Approved life-jackets will be required for work alongside the water's edge. It is strongly recommended that hearing and eye protection is also used. The use of PPE in the office areas is not compulsory.

1.23.4 *Health and safety facilities on site*

The *Employer* does not provide any health and safety facilities on site. The *Consultant* provides facilities in accordance with the requirements of the *Employer's* health and safety standard. (HAS-STD-0002 – Health, Safety and Security Requirements).

1.23.5 *Environmental controls, fauna & flora, dealing with objects of historical interest*

The *Consultant* complies with the requirements of the *Employer's* standard environmental specification: Standard Operating Procedure: Construction Environmental Management, included as **Annexure E** as well as Minimum Environmental Standards for Construction **Annexure F** (e.g. Environmental Authorisation, relevant permits and licenses).

1.23.6 *Cooperating with and obtaining acceptance of others*

In performing the services, the *Consultant* shall be required to engage with various stakeholders, including, but not limited to:

- Transnet National Ports Authority
- Terminal Operator
- Transnet Freight Rail
- Local Authority – City of uMhlathuze and King Cetywayo Municipalities
- Department of Forestry, Fisheries and the Environment
- Small businesses
- Business Forums



The *Consultant* will seek guidance and approvals (where required) from the *Employer* before engaging Stakeholders. Where necessary, the *Employer* will lead engagements with Stakeholders.

1.23.7 *Publicity and photographs*

No photographs are to be taken unless the photographer is in possession of a photographic permit issued by the chief security officer of the Port. Photographs are to be taken for record purposes only. The *Consultant* will not publish any photographs or documents without prior written permissions from the *Employer*.

The *Consultant* treats all information gained through his appointment on this project as strictly confidential. The *Consultant* is not allowed to prepare or present any paper, publish any article in a technical journal, or derive publicity for his business which makes any reference to any aspect of the work on this project unless the *Employer* grants special permission, in writing, for that purpose.

The *Consultant* 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 *Employer*.

1.23.8 *Facilities provided by the Employer and the Consultant*

The *Employer* does not provide any facilities for the *Consultant's* exclusive use.

Construction site camps will be determined during the constructability workshop and all costs for this arrangement will be covered by TNPA

For regular project meetings and ad-hoc meetings the *Employer* will provide facilities at its premises.

1.23.9 *Facilities provided by the Consultant*

The *Consultant* provides all facilities necessary for the execution of the work.

2 Owners requirements and interface management

2.1 Overview - Project lifecycle process

Engagement	Reports required	Relevant/applicable documents
Monthly	Progress update	<ul style="list-style-type: none"> PLP overview revision 1
Face-to-face	Electronic (editable) and hardcopy	<ul style="list-style-type: none"> Project roadmap document for relevant type project
Virtual	Electronic (editable) and hardcopy (PDF)	

- 2.1.1** The project lifecycle process, referred to as the PLP, is the methodology for the effective management of capital investment projects within Transnet to ensure that all projects are managed with a consistent approach. The study phases are key to the successful implementation of the execution and finalization phases.
- 2.1.2** A gate review is conducted by an independent team at the end of each study phase to determine whether the work in that phase has been done with sufficient thoroughness for the project to proceed to the next phase.
- 2.1.3** Transnet employs a methodology of capital infrastructure approval called the PLP which involves the incremental development of projects in terms of their engineering detail and associated cost estimates through 5 stages of development, from Concept, Pre-feasibility, Feasibility & Execution feasibility, Construction and Close out.
- 2.1.4** The *Consultant* in the provision of services should observe all relevant statutes, by-laws and associated regulations, applicable standards published by the South African National Standards (SANS), the International Organization for Standardization or learned societies and standards of professional conduct, and "best practice", as laid down, or recommended, by their respective professional associations, if any.
- 2.1.5** The *Consultant* should propose deliverables at the inception stage of the task order for each PLP stage for the *Employer's* acceptance. The proposed deliverables are to be structured/designed to meet the project control and risk management best practise objectives and at a minimum those as envisaged in the PLP.

2.2 Audits



Engagement	Reports required	Relevant/applicable documents
Monthly/quarterly / random	Information and personnel required when audits are conducted	TNPA control framework
Face-to-face	Electronic (editable) and hardcopy	
Virtual	Electronic (editable) and hardcopy (PDF)	

- 2.2.1** TNPA is subjected to a number of audits every year. Transnet has audits upon the projects and its employees. Transnet employs both internal and external auditors to undertake both random and structured audits. The full spectrum of project audits and compliance shall be imposed upon the *Consultant* at all stages of the delivery. Where reasonable suspicion is established, Transnet reserves the right to undertake personal audits against the *Consultant* and its individual employees where it relates to the project.
- 2.2.2** The *Consultant* shall make employees and information available (upon request) to assist in the demonstration of audit compliance.
- 2.2.3** The *Employer* reserves the right to undertake an audit at any time upon any employee of the *Consultant's*. Where necessary, the *Consultant's* management staff shall be required to implement any corrective or preventative action as may be required. This shall be instructed by the *Employer* in the form of an instruction or early warning.
- 2.2.4** The *Consultant* shall be subjected to specific supplier development audits for the duration of the contract. Audit schedules will be provided by the *Employer*.

2.3 Compliance and approval framework

Engagement	Reports required	Relevant/applicable documents
Upon submissions, audit queries and requests	<ul style="list-style-type: none"> Acquisition council submissions, recommendations Monthly retro SAP reporting Progress Reports Gate Review documents 	<ul style="list-style-type: none"> TNPA delegation of authority TNPA project execution commercial levels of authority Acquisition council terms of reference Acquisition Council calendar Gifts policy Declaration of interest's policy
Face-to-face	Electronic (editable) and hardcopy	



Engagement	Reports required	Relevant/applicable documents
Virtual	Electronic (editable) and hardcopy (PDF)	

2.3.1 The *Employer* and the *Consultant* shall abide by the Transnet and TNPA Delegation of Authority (DoA) framework/s at all times. The *Consultant* and the employees shall not act in any role which involves a DoA to commit funds on behalf of the *Employer* until such delegation has been formally provided. It is envisaged that the only such delegation provided shall be that of "New Engineering Contract (NEC3) project manager" specific to the management of 3rd party contractors. Special delegations may be provided by the Transnet person with authority.

2.3.2 The necessary declarations shall be addressed in the transaction specific procurement event and confidentiality agreements requested at TNPA discretion.

2.3.3 Upon individual employees being mobilized it should be required that the employee shall declare their interests.

2.4 Communications

Engagement	Reports required	Relevant/applicable documents
Monthly/upon request	<ul style="list-style-type: none"> Initiative progress Roll out strategy Ad-hoc info for publications 	TNPA communications guidelines
Face-to-face	Electronic (editable) and hardcopy	
Virtual	Electronic (editable) and hardcopy (PDF)	

2.4.1 The *Consultant* should abide by all communication requirements imposed upon them by TNPA. Any communication received, produced, or issued by the *Consultant* which can have a commercial or reputational impact on Transnet should first be reviewed by TNPA before transferred onto another party. This covers but is not limited to:

- Engagement with marketplace
- Advertisements
- Communications with Transnet clients
- Industry forums
- Magazines

- f. Websites
- g. Blogs
- h. Stakeholders.

2.4.2 All communication initiatives should be approved by the *Employer*.

2.5 Contract management

Engagement	Reports required	Relevant/applicable documents
Monthly	<ul style="list-style-type: none"> Project status report Primavera contract manager tools or similar National contract register Contract dashboard Early warnings register Project Manager's Instruction (PMI) register Compensation events register Disputes register 	<ul style="list-style-type: none"> NEC3 suite of contracts NEC3 guidance notes Transnet counter party risk management policy
Face-to-face	Electronic (editable) and hardcopy	
Virtual	Electronic (editable) and hardcopy (PDF)	

- 2.5.1** The *Consultant* should manage and report on all contracts that contribute towards the development of this project. The contracts should be identified in the procurement package plan and agreed upfront with the *Employer* (and owner's team) before any contracts are pursued. Contracts that are either engaged via Transnet or the *Consultant* should be reported on either individually or collectively or both, dependant on the requirement.
- 2.5.2** Other than the normal project management functions required in terms of the NEC, the *Employer* requires the *Consultant* to report on contract related information for statistical purposes, H&S reporting and BBBEE spend.
- 2.5.3** TNPA will delegate the *Consultant* to manage relevant contracts as an *Employer's* representative, project manager or service manager. All contracts and subcontractors related to this project will be managed by the *Consultant*. Any contractual



communication between TNPA and the Contractors shall be issued by the *Consultant* on behalf of TNPA as per the DOA.

2.5.4 Where bonds and guarantees are provided the *Consultant* should take the necessary skill and care to ensure that these are handled safely and confidentially.

2.5.5 The *Consultant* shall not engage any contractor or 3rd party until a signed contract is in place and a valid Transnet purchase order has been issued or unless an approved instruction has been issued by the *Employer*.

2.5.6 The *Consultant* establishes an effective method of site contractors and others cost control, which enables:

- a. Accurate verification of site contractors and others payment entitlement based on actual installed quantities or agreed progress milestones
- b. Up to date and accurate forecasts of contract cost outcomes
- c. The cost control system should include for:
 - i. Cost implications of design changes and developments given by new or revised drawings and specifications issued after the last full measure
 - ii. Cost implications of field instructions/variation orders
 - iii. Cost implications of additional work identified from drawings and specifications
 - iv. Cost implication of agreed extensions to time
 - v. Cost implications of submitted or potential *Consultant* claims
 - vi. A system for handling of early warnings and compensation events
 - vii. Allow processing of required information for Contractor dispute purposes.

2.6 Cost management

Engagement	Reports required	Relevant/applicable documents
Monthly	<ul style="list-style-type: none"> Project status report Monthly cost flow report Earned value report Project change register Dashboard summary report 	<ul style="list-style-type: none"> Forecasting and performance review guidelines Cost management procedure Change management procedure
Face-to-face (venue to be provided by <i>Consultant</i>)	Electronic (editable) and hardcopy	



Engagement	Reports required	Relevant/applicable documents
Virtual	Electronic (editable) and hardcopy (PDF)	

- 2.6.1** The *Consultant* shall manage and report on all contracts that it manages. The *Consultant* should provide a cost management service that should include (but not be limited to) budget allocation, forecasting, estimation to completion, displaying commitments (status and forecasts), actual spends, change, potential change, risk quantification and costing. The entire contract and project information should provide the *Employer* with an accurate description of the project costs at any point in time. This information should be reviewed and incorporate into other project systems/tools to improve upon the accuracy and auditing of reporting.
- 2.6.2** The *Consultant* should ensure that all cost reported on at any given period should be to an accuracy level appropriate to that project stage as outlined in the PLP process of the project.
- 2.6.3** All cost assessment, evaluation, approvals and rejection should be counter signed by a Transnet employee with the required delegation before being submitted to Finance for processing. In addition, all claims and certificates should have supporting evidence attached before progressing to Finance.
- 2.6.4** All payment applications should make reference to the Transnet contract number and Transnet purchase order number.
- 2.6.5** The *Consultant* manages all costs applicable to this project in conjunction with the *Employer's* inputs. All changes or issues resulting in changes to the price of various contracts (construction contracts and suppliers purchase orders) managed by the *Consultant* are to be discussed and agreed with the *Employer* prior to implementation.

The *Consultant* is responsible for the following:

- Compile the cost estimate in line with PLP requirements (Execution estimate – accuracy of +10%, -5%) by further developing in detail the current work packages and firming their estimates up using the vendor quotes, BOQs, benchmarking and procurement quotes from various contractors. The detail engineering estimate should be based on the final BOQs issued for construction tenders and the estimate be further revised upon awarding the work package in order to monitor and confirm the anticipated total project cost including all risks, contingencies and escalations
- Compile a detailed Cost Breakdown Structure (CBS) in line with the project cost estimate for the total project together with cost breakdown structures for each separate construction contract and purchase order. The CBS as developed by the *Consultant* is to be discussed and agreed by the *Employer* before commencing any activity on this project



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- c. Compile the CBS aligned to the *Employer's* asset breakdown structure and report accordingly on the status of expenditure against the asset monthly or as required
 - d. Compile a detail Cost Control Base (CCB) in line with the project cost estimate for the total project together with cost control base for each separate construction contract and purchase order. The CCB as developed by the *Consultant* is to be discussed and agreed by the *Employer* before commencing any activity on this project
 - e. Submit a detailed cash flow forecast to the *Employer* within 14 days after contract award aligned to schedule and procurement activities
 - f. Update cost control base with an approved compensation event
 - g. Update the cash flow monthly. Report on deviations, including reasons why the deviations occurred
 - h. Measure and report on projected final project cost on a monthly basis
 - i. Measure and report on project performance using earned value management and reporting
 - j. Report on all possible and accepted compensation events and how it impacts on the estimated total cost
 - k. Approve monthly progress payments to construction contractors
 - l. Approve all payments for service providers managed for and on behalf of *Employer*
 - m. Manage foreign exchange contracts to minimize roll-over and/or pre take-up costs in line with the *Employer's* treasury management policy
 - n. Monthly report on foreign exchange contracts, foreign exchange movements, gains or losses and total project exposure
 - o. Compile and manage compensation event/early warning register
 - p. Submit invoice payment schedule on a monthly basis in line with the *Employer's* reporting periods
 - q. All invoices submitted for payment should be accompanied by supporting documents
 - r. BBBEE cost report (forecast committed and actual) of all direct procurement and sub-contractor procurement
 - s. Supplier development cost report to monitor the performance in line with *Employer's* target
 - t. South African local content report (forecast committed and actual) of all direct procurement and sub-contractor procurement
 - u. Commitment register – indicating the original procurement plan, actual procurement plan as well as the forecast of the future procurements



- v. Foreign exchange contract register – indicating the details of the foreign exchange contracts and planned dates of forward cover
- w. Asset register – indicating details regarding equipment procured for and on behalf of *Employer*
- x. Temporary equipment registers.

2.6.6 Monthly reporting

The *Consultant* prepares and submits a monthly progress report to the *Employer*. This report should include the latest programme information. The report reaches the *Employer* on pre-determined project reporting timelines.

The report is structured with the following headings:

- a. Detailed cost report in agreed format, detailing budget/trends/Final Forecast Cost (FFC)/commitments, expenditure and key quantities report, etc.
- b. Executive summary
- c. Main activities this past period
- d. Main activities for next period
- e. Areas of concerns
- f. Areas of opportunity
- g. Progress curves by discipline and total project
- h. Procurement actions completed and future actions still to be implemented
- i. Cost control, status of budget and payments made to date summary
- j. Earned value % and analysis (CPI, SPI)
- k. Compensation events register and status thereof
- l. Safety status
- m. Major risks and mitigation plans
- n. Summary of all early warnings raised and status
- o. Status on the base line plan versus actual
- p. Asset register
- q. Environmental status report.

2.6.7 Total project cash flow

The *Consultant* supplies on a monthly basis a total project cash flow in line with the accuracy required below:

- a. 30 day forecast with an accuracy of 98%
- b. 60 day to 90 day forecast with an accuracy of 95% split per month



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- c. 120 day to 240 day forecast with an accuracy of 90% split per month
 - d. The balance of the remaining project, forecast on a monthly basis based on the latest information available
 - e. An explanation of deviations and changes made since the previous cash flow is submitted with a revised cash flow.

At the first and subsequent reporting dates, the *Consultant* submits to *Employer* a forecast rate of invoicing that includes all the expected payments to be made by the *Employer* to the *Consultant*. It is expected that the forecasts are to be within 5% accuracy.

2.7 Cost estimate

Consultant compiles a project execution estimate as per the requirements stated below. The estimate is provided by *Consultant* as part of *Consultant's* deliverables.

2.7.1 Construction estimate for execution phase

- a. The *Consultant* prepares an estimate as a deliverable during the detail engineering design for the scope of the facility and services for the execution phase and commissioning including close-out
- b. The estimate is based on the execution package and project execution strategy for the execution phase (engineering, procurement and construction)
- c. The estimate shall be subject to a risk analysis exercise in order to assess risk and contingency
- d. The estimate shall be reviewed by the *Consultant's* and *Employer's* project team prior to issue to *Employer* for acceptance/approval. The aim is to confirm the Risk Adjusted Indicative Total Cost (RAITC) and continuously report on the RAITC
- e. The required estimate deliverables are described hereunder. A separate estimate kick-off meeting should be held to initiate the project estimate development process.

2.7.2 Estimate methodology

- a. During the estimate kick-off meeting, the estimating methodology that shall be followed in preparing the estimate is discussed and agreed upon
- b. A bar chart type programme is included outlining key estimating activities and corresponding durations.

2.7.3 Basis of estimate

The "basis of estimate" describes the estimating methodology, scope of work, listing of engineering documents used, definition of all cost elements, project execution philosophy, project programme, qualifications and assumptions, inclusions and exclusions, and any other items that may have an impact on the estimate.

2.7.4 Estimate preparation



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- a. *Consultant* uses their own in-house computerized estimating programs, or whatever means available, to achieve the estimate requirements. A basis of report is compiled by the *Consultant* to guide the estimating process for this project.
 - b. Where the *Consultant* requires estimates or quotations from the Market, the *Consultant* shall make such enquiries via the *Employer's* Procurement.
 - c. All allowances are detailed and described within the basis of the estimate and while completing the estimate(s), carefully consider the following:
 - i. *Consultant* requests the following information from technology suppliers (if required) via the *Employer* and include it into the estimate:
 - The costs of all major equipment items
 - Mechanical equipment items cannot be fabricated locally as either being proprietary equipment, or otherwise (percentage foreign content to be supplied as a minimum)
 - The cost bases, i.e. currency, validity and location (e.g. ex-works, free-on-board, Cost, Insurance and Freight (CIF), etc.) to be clearly indicated.
 - ii. *Consultant* estimates the costs (per process block) of all equipment items, for those items which technology suppliers could not supply costs for
 - iii. *Consultant* solicits budget quotes from the market via procurement department prior to engaging suppliers) to gain representative prices for selected/appropriate items, including machinery/equipment/dredging/barge/material prices and escalation indices to adjust for inflation
 - iv. *Consultant* applies norms for estimating the costs of all materials, labour and engineering services
 - v. *Consultant* provides splits between local and foreign supplies of material and labour (if applicable), as well as that of *Consultant* services, shall be indicated in the estimate
 - vi. *Consultant* ensures that the estimates are applicable to local/site-specific conditions
 - vii. A set of Exchange rates (valid for a specific date) is supplied by the *Employer*, during the kick-off meeting
 - viii. *Consultant* provides a list of all exclusions from the estimate
 - ix. *Consultant* indicates the contingency percentage and proves that the accuracy of the estimate is within the preferred range for the stage of the project.



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- x. Undertakes a Monte Carlo analysis to produce a risk adjusted estimate as well as allowances for contingency

2.7.5 Estimate format

The *Consultant* prepares estimate formats and presents them to the *Employer* for review. The overall cost summary, as well as the individual cost summaries (per work package and per discipline, to be agreed at the estimate kick-off meeting), is split into different categories to include the major cost elements, as outlined below:

- a. Bulk services
- b. Work packages per discipline/per area
- c. Information technology, pipeline/cable chambers
- d. Materials and equipment supply
- e. Compile or prepare BOQs per each engineering discipline (including field overheads such as site establishment, temporary construction facilities - including camps and catering), construction services, supplies and consumables, scaffolding, construction equipment rental (including heavy lifts and scaffolding), field staff travelling, accommodation and business expenses
- f. *Consultant* services up to commissioning and close-out
 Labour costs and disbursements, such as travelling, accommodation and business expenses for:
 - i. Detail engineering
 - ii. Procurement
 - iii. Project management
 - iv. Construction management/supervision, etc.
 - v. Project support services.
- g. 3rd party consultants and specialist contracts
- h. Pre-production and commissioning costs:
 - i. Contingencies (as agreed during estimate review)
 - ii. Risks
 - iii. Escalations.

Note: Further details will be determined by the *Consultant* in the Task Order 1 & 2 e.g. laydowns for sheet piles, dredgers, barges etc.

2.7.6 Estimate reviews

An estimate review meeting shall be arranged by the *Consultant* after the initial estimate has been issued to the *Employer*.

During the review meeting the *Employer's* team will consider the following:

- a. Traceability – Information presented in a traceable fashion containing supporting documentation and technical data (supporting facts and findings). The *Employer* review team should be able to, with the given information, trace all the final values within the presented cost estimate
- b. Reasonableness – Information presented in a logical manner with appropriate analogies and cost estimating relationships
- c. Soundness – Information, assumptions, and recommendations presented should be sound arguments
- d. Validity – Information presented should be logically correct, justifiable and well-grounded. The *Employer's* review team will review the methodology and assumptions
- e. Accuracy/consistency – Information presented should be well organized, cohesive, supportable, and easily understood
- f. Completeness – Information presented should contain all necessary data, assumptions and pertinent information
- g. Verification – Information presented should be verifiable by the *Employer's* review team.

2.8 Documentation control

Engagement	Reports required	Relevant/applicable documents
Monthly	<ul style="list-style-type: none"> Progress update Transmittal update Document registers 	<ul style="list-style-type: none"> Project documentation management Archiving and retention documentation
Face-to-face	Electronic (editable) and hardcopy	<ul style="list-style-type: none"> Squad check procedure Management of governance documentation Documentation strategy Information classification policy
Virtual	Electronic (editable) and hardcopy (PDF)	

2.8.1 The *Consultant's* documentation should comply with the *Employer's* standards and requirements. The *Employer* will issue all relevant documentation to the *Consultant*, but control, maintenance and handling of these documents shall be the *Consultant's* sole responsibility and at its expense and managed with a suitable document control



system. At agreed periods throughout the development of the project the *Consultant* shall be required to transfer/migrate documentation to the *Employer's* document management system. All drawings and any other documentation should be provided to the *Employer* in the required **native format** (i.e. AutoCAD, Word, Excel, PDF, etc.). All the relevant links and supporting documents should be provided.

2.8.2 All documents issued to 3rd party contractors and to the *Employer* should be submitted through the *Consultant's* document control department. Any contractual communication between the *Employer* and the contractors should be issued by the *Consultant* on behalf of the *Employer* (as per DOA) These communications should be similarly recorded through the *Consultant's* document control department.

2.8.3 Ownership of data, designs and documents - The parties agree that copyright in the data, design and documents should, after payments by the *Employer* of the services to the *Consultant*, lie with the *Employer* subject to the *Employer's* indemnification against any claim from any party that may arise as a result of the *Employer's* use of such a document due to the *Consultant's* infringement of copyright.

2.9 Environmental and sustainability management

Engagement	Reports required	Relevant/applicable documents
Weekly/monthly or as otherwise specified by the Owner's Team Representative (OTR)	<ul style="list-style-type: none"> Progress report (aspects requiring progress reporting to be agreed to between the <i>Consultant</i> and the OTR) Audit reports 	<ul style="list-style-type: none"> Environmental and community/social governance, and sustainable development design reports as relevant Transnet Integrated Management System (TIMS) policy NEMA, 1998 as amended Other relevant environmental authorizations Environmental Authorisation
Face-to-face	Electronic (editable) and hardcopy	
Virtual	Electronic (editable) and hardcopy (PDF)	

2.9.1 The *Consultant* shall ensure compliance with all PLP environmental and community/social governance interface, and sustainable development design requirements, as determined through the PLP classification model, for each project phase. These requirements will be clarified with the *Consultant* during tender inquiry and at contract negotiation stage.

2.9.2 The *Consultant* must have required environmental expertise and experience to manage all environmental and sustainability planning requirements during feasibility study and project execution phase. These requirements are outlined in the PLP environmental and community interface and sustainable development modules.



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- 2.9.3** The *Consultant* should at all times ensure compliance with environmental legislative and regulatory requirements relevant to their activities.
- 2.9.4** The *Consultant* should ensure that the fundamental principles outlined in Chapter 1 of the National Environmental Management Act, 1998, Act No. 107 of 1998, as amended and sustainable development are integrated into the planning and execution phases of proposed development.
- 2.9.5** The *Consultant* should take into consideration the requirements of any other environmental specifications applicable to any other divisions of Transnet, including the requirements under TIMS Policy statements included as **Annexure G**.
- 2.9.6** The *Consultant* should ensure that all work is undertaken with due consideration of the requirements of relevant environmental authorisations, legislation and other environmental requirements of the Port of the Richards Bay.
- 2.9.7** The *Consultant* should take cognisance of the requirements of existing environmental authorizations, permits and licenses and any subsequent amendments thereof.
- 2.9.8** The contractor should not commence work in areas where authorizations are required but not yet received. Contractors shall also comply with any condition laid down in these authorizations during the execution of the works.
- 2.9.9** All construction activities should be subject to a Project Construction Environmental Management Programme (CEMP_r) as authorized through the EIA process, and all applicable environmental authorizations and/or permits/licences issued to the applicable project. Appointed contractors will be required to compile an environmental management file and method statements for review and approval by TNPA and the relevant environmental authorities, where required. The *Consultant* should ensure that the contractor environmental file and method statements address all potential impacts of their construction activities.
- 2.9.10** The *Consultant* should appoint a responsible person to monitor and manage compliance with the CEMP_r and relevant authorizations referred to above.
- 2.9.11** The *Consultant* should apply the principles outlined in Chapter 1 of the National Environmental Management Act, 1998, Act No. 107 of 1998, particularly the provision under Section 3 and 4(a) - (r), in the planning and execution of the proposed development. These principles apply to all Organs of State throughout the Republic and thus Transnet being an organ of state should ensure compliance with these principles.
- 2.9.12** The *Consultant* should comply with the sustainable development and/or design requirements under the PLP, where relevant.
- 2.9.13** The *Consultant* should ensure that all work comply with the Transnet policy on sustainable development as embodied in its sustainability framework or strategy.

2.10 Finance



Engagement	Reports required	Relevant/applicable documents
Monthly	Monthly invoicing Monthly statements	<ul style="list-style-type: none"> Transnet Finance Time keeping Client internal recovery Public Finance Management Act (PFMA) VAT Act
Face-to-face	Electronic (editable) and hardcopy	
Virtual	Electronic (editable) and hardcopy (PDF)	

- 2.10.1** The *Consultant* should collect and provide financial information in a manner that does not impede or adversely affect the *Employer* in the undertaking of its financial obligation. The *Consultant* shall manage and report on all contracts that contribute towards the development of this project. The *Employer* maintains the obligation to provide financial consideration for Works as detailed in their contracts. Where the *Consultant* fails to provide information timeously or not as agreed, as long as the provision of such information was within the *Consultant's* control, then the *Consultant* should be liable for any interest/penalties incurred and loss of settlement discounts by the *Employer*.
- 2.10.2** In light of the National Treasury Instruction, the *Consultant* is required to subscribe to the enforced cost containment measures. The pre-qualification rates that the *Consultant* shall be remunerated are specified on the National Treasury Instruction.
- 2.10.3** Consultant invoicing requirements: The *Consultant* is to submit a monthly invoice on the date stipulated on the approved project reporting calendar (as approved for each calendar year) to the *Employer* with the estimated man hours to be worked in that month as per the most recent and approved man hour schedule.
- 2.10.4** Other Contractors/Consultants invoicing requirements: The *Consultant* should review and ensure that the monthly invoices from the contractors, consultants or any other contracting party should be presented in the same manner as mentioned above.
- 2.10.5** The applicable foreign exchange conversion rates for foreign currency amounts payable and managed by the *Consultant* should be the rate as advised by the *Employer* for the date of payment of each relevant foreign currency amount as affected by the *Consultant*, which rate should be substantiated by the *Consultant*. All invoicing and payments should be made in the currency of the contract. The National Treasury guidelines as well as the *Employer's* requirements must be considered in this regard.
- 2.10.6** The *Consultant* ensures that the requirement in terms of Section 20(4) (C) of the Value Added Tax Act, No 89 of 1991 (as amended by the Revenue Laws Amendment Act 45 of 2003), that the VAT registration number of the recipient of the tax invoice, appears

on the said tax invoice in order for the invoice to fully comply with the requirements of a valid invoice for VAT purposes as contained in the said Section 20(4) (C), is adhered to. No payment is made on tax invoices not fully meeting the requirement.

2.11 Health and safety requirements

Engagement	Reports required	Relevant/applicable documents
Weekly, bi-weekly or monthly as agreed	<ul style="list-style-type: none"> Progress report Audit reports <i>Employer's</i> analysis 	<ul style="list-style-type: none"> HAS-GL-0001 and approved health and safety specification
Face-to-face	None	

2.11.1 The *Consultant* should comply with the H&S requirements contained in the HAS-GL-0001 H&S and procedural compliance with the OHS Act and applicable regulations included as **Annexure H**.

2.11.2 The *Consultant* should comply with all applicable legislation, regulations issued in terms thereof and Transnet's safety rules which should be entirely at the *Consultant's* cost and which should be deemed to have been allowed for in the rates and prices.

2.11.3 The *Consultant* shall be required to submit particulars of his H&S programme and safety files for the relevant task order within two weeks of award of tender. Particular requirements of the *Employer*, if any, shall be made known on award of the contract.

2.11.4 *Project site safety statistics spreadsheet* – During the construction period of the Works, a weekly as well as a monthly report shall be submitted relating to (amongst others) man-hours, *Employer's* compliance, incidents, lowlights, highlights, project challenges and focus areas.

2.12 Human resources: people

Engagement	Reports required	Relevant/applicable documents
Monthly	<ul style="list-style-type: none"> Progress report Audit reports 	<ul style="list-style-type: none"> Disciplinary code and procedure Substance abuse policy
Face-to-face	Electronic (editable) and hardcopy	
Virtual	Electronic (editable) and hardcopy (PDF)	

2.12.1 The *Consultant* should submit to the *Employer* a full human resources plan showing all people that shall be engaged to provide the services of this contract during his tender submission and further firmed up within two weeks after the contract date.



Key Personnel to be provided are as follows:

Engineering Manager – shall hold a BSc/BTech, be registered as a Professional Engineer, have at least 12 years' experience in the marine engineering construction environment.

Senior Design Engineer - shall hold a BSc/BTech, be registered as a Professional Engineer, have at least 12 years' experience in the design of marine projects.

Engineer (Marine/Structural) – Engineer shall hold a BSc/BTech in Marine/Civil/Structural Engineering, be registered as a Professional Engineer, have at least 10 years' experience in marine/civil/structural projects.

The Marine/Structural Engineer will be required to provide training and mentorship to resources provided by TNPA for the duration of the project.

Engineer (Civil/Transportation) – Engineer shall hold a BSc/BTech in Marine/Civil/Structural Engineering, be registered as a Professional Engineer, have at least 10 years' experience in similar type Port/Built Environment and Coastal projects.

The Civil/Transportation Engineer will be required to provide training and mentorship to resources provided by TNPA for the duration of the project.

Engineer (Electrical) – Engineer shall hold a BSc/BTech in Electrical Engineering, be registered as a Professional Engineer, have at least 10 years' experience in electrical engineering projects.

The Electrical Engineer will be required to provide training and mentorship to resources provided by TNPA for the duration of the project.

Senior Project Manager – shall hold a minimum NDp qualification in the Built Environment, be registered as a Professional Project Manager with SACPCMP/PMI, have at least 10 years' experience in similar type port/built environment and coastal projects.

Senior Construction Manager – shall hold a minimum NDp qualification in the Built Environment, be registered as a Professional Construction Manager with SACPCMP/PMI, have at least 8 years' experience in similar type port/built environment and coastal projects.

Quantity Surveyor – shall hold a minimum NDp Quantity Surveying qualification, be registered as a Professional Quantity Surveyor with a quantity surveying regulative body, have at least 8 years' experience in similar port/built environment and coastal projects.

Project Control Manager – shall hold a minimum NDp Built Environment/Engineering qualification and have at least 8 years' experience in similar port/built environment and coastal projects.

Environmental Manager – shall hold a minimum BTech/BSc Environmental Management/Science qualification, be professionally registered with **EAPASA**, have at least 10 years' experience in similar port/built environment and coastal projects.

Safety Agent – shall hold a NDp Built Safety Management qualification, be registered as a Professional Safety Agent with a regulative professional body, have at least 8 years' experience in similar port/built environment and coastal projects.



Quality Officer – shall hold a minimum NDp Built Quality Management qualification and have at least 8 years' experience in similar port/built environment and coastal projects.

Contracts Administrator – shall hold a minimum NDp Supply/Business/Legal/Quantity Surveyor qualification and have at least 8 years' experience in NEC contracts and similar port, built environment and coastal projects.

2.12.2 The *Consultant's* organizational plan to identify, document and assign resources, roles, responsibilities and reporting relationships to cover the following:

- a. Individuals or groups that are part of the organization performing the services
- b. External parties performing services
- c. Organizational interfaces
- d. Technical interfaces between design disciplines
- e. Staffing requirements to define level and number of skills for defined time frames
- f. Roles and responsibilities chart
- g. Organizational chart
- h. Team mobilization of project resources for the project execution
- i. Identify the *Consultant's* project sponsor
- j. Identify both the *Consultant's* engineering manager and project manager as well as lead engineers per discipline
- k. Establishing project objectives derived from business objectives
- l. Agreed team charter
- m. Develop project ground rules
- n. Management and supervision
- o. Identify project team core members (key positions)
- p. Identify and appoint consultant specialists for:
 - i. Value improvement practices (value engineering)
 - ii. Environmental, H&S assessments, etc.
- q. Appoint sub-consultants/contractors/specialist consultants as required and conduct kick-off meetings
- r. Compile team directory for project team members and other key stakeholders
- s. Team integration to co-ordinate activities between the different role players and stakeholders for inter-related activities
- t. Roles and responsibilities of team members defined, communicated, understood and agreed



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- u. Alignment around objectives
 - v. Identify team interdependencies for:
 - i. Communication
 - ii. Decision-making
 - iii. Reporting
 - iv. Quality assurance
 - v. Progress, cost and schedule control responsibilities and inputs.
 - w. List of integration points
 - x. Key inputs to decision-making
 - y. Stakeholders for communication.

Team development and skills transfer to develop the team organization in line with the business development and project objectives, for successful execution of the project:

- a. Reporting structures
- b. Performance agreements
- c. Team building activities
- d. Rewards and recognition
- e. Co-location
- f. Training to enhance skills, knowledge, and capabilities. The *Employer* will be placing Transnet staff for training and transferring of skills with the *Consultant* and the *Consultant* should make allowance for the latter in his tender
- g. Performance appraisals.

Team demobilization to co-ordinate the effective demobilization of the resources from the project, including the proper closure of contracts:

- a. Overall performance reporting (involves collecting and disseminating performance information on the project) to stakeholders
- b. Cost performance on human resources, that is actual expenditure versus forecast (plan) and budget
- c. Schedule performance that is actual progress versus plan budget
- d. Progress of actions against milestone schedule
- e. Executive close-out report
- f. Final progress report – what the project team has accomplished.

2.12.3 All of the *Consultants'* employees shall be defined and categorized in accordance with the relevant Engineering Council of South Africa (ECSA) and other named bodies or



defined in job descriptions agreed with the *Employer* (owner's team representative). No deviations from the defined roles will be tolerated. The comprehensive list of personnel will be provided in the pricing schedule section of this document.

- 2.12.4** The *Consultant* establishes a temporary satellite engineering/site offices on or close to the site where the new facilities are to be built. The temporary facility makes provision for those members of the *Consultant's* design team and owner's team that will be working on site as well as the necessary ablution facilities. In addition to the *Consultant* design and site team, provision is to be made for a discussion room.

2.13 Insurance provided by the Employer

Engagement	Reports required	Relevant/applicable documents
Quarterly/half yearly	Progress report	<ul style="list-style-type: none"> Principal Controlled Insurance (PCI) Insurance policy and claims procedure Insurance bulletin
Face-to-face	Electronic (editable) and hardcopy	

- 2.13.1** The *Consultant* may be required to provide an input through interaction with the insurance department and insurance service provider to establish categories of cover and/or limits of indemnity. The final decision remains the responsibility of the *Employer*.

- 2.13.2** During the development of the project the *Consultant* will have to ensure that the insurance department is up to date with the latest developments on the project. The TNPA insurance department should be the direct communication between the project and the insurance provider. Any changes to duration, scope and or cost need to be communicated timeously to allow for adequate change in cover and adjustment to the premiums, if required.

- 2.13.3** Procedures for making insurance claims can be obtained from owner's team representative. Procedures for making insurance claims are regulated in terms of project insurance manuals which will be presented and discussed with the *Consultant* prior to commencement of any works.

- 2.13.4** The *Consultant* should procure insurance for any liabilities that could arise out of this contract as a result of his poor performance or negligence.

2.14 Information and communications technology

Engagement	Reports required	Relevant/applicable documents
Quarterly	To be confirmed	

Engagement	Reports required	Relevant/applicable documents
Face-to-face	Electronic (editable) and hardcopy	<ul style="list-style-type: none"> • Transnet policy • ICT policy • Information Security Policy (ISP) • Disaster recovery policy • Information technology governance policy • ICT mobility policy • ICT computer application form • ICT software application form

- 2.14.1** The *Consultant* shall sign the confidentiality agreement to adhere to Transnet's ISP and all other relevant Transnet's policies.
- 2.14.2** Should *Consultant* access Transnet's information assets – it should be used in a manner that will not harm or endanger Transnet as a company in line with the Transnet's ISP and any other related policies.
- 2.14.3** The software used should similarly be conversant with Transnet's approved software in order to meet the obligation of the document control process spelt out in this document.
- 2.14.4** The *Consultant* shall make available connectivity, internet access, ICT infrastructure and applications access, document control access and any other systems used by the *Consultant* should be made available to the *Employer* (owner's team) at any point in time during the project.
- 2.14.5** Desks that have been set aside for the *Employer* (owner's team) should have all the necessary connectivity requirements and access as mentioned above.
- 2.14.6** The *Consultant* should ensure that all data stored on the workstations is backed up to the secure server provided by the *Consultant*. It is the responsibility of user of the desktop, laptop, handheld mobile devices to ensure that business information and data stored on these devices is backed up.
- 2.14.7** Transnet requirements related to ICT security and cyber-attacks will be observed by the Consultant

2.15 Legal



Engagement	Reports required	Relevant/applicable documents
When required	To be confirmed	<ul style="list-style-type: none"> Legal policy
Face-to-face	Electronic (editable) and hardcopy	<ul style="list-style-type: none"> Intellectual property policy

2.15.1 The *Consultant* should involve the *Employer's* legal department for any legal matter as detailed in the legal policy and any other legal matter or dispute associated to the *Consultant's* scope of services.

2.16 Planning and programming

Engagement	Reports required	Relevant/applicable documents
Weekly, bi-weekly, monthly or as required	<ul style="list-style-type: none"> Monthly overall project schedule, reflecting the project baseline 2 week look ahead schedule showing project baseline on bi-weekly basis reporting cycle of which at times the <i>Employer</i> may request the <i>Consultant</i> to issue this report on weekly basis depending on the criticality of the project Bi-weekly project schedule update reflecting project baseline of which the <i>Employer</i> may request the <i>Consultant</i> to issue this report on weekly basis depending on the criticality of the project. During construction this will be requested on daily basis, if required Critical path schedule showing current project critical path on monthly and bi-weekly basis 	<ul style="list-style-type: none"> Planning and scheduling procedures Schedule basis of assumptions Schedule risk analysis Contracting strategy Procurement strategy Method statement Construction and commissioning strategies Constructability review report



Engagement	Reports required	Relevant/applicable documents
	<ul style="list-style-type: none"> Project milestone schedule with major project milestones and <i>Employer</i> key dates on bi-weekly and monthly reporting cycles. This should include baseline, actual and forecast dates Procurement schedule to be updated and issued to the <i>Employer</i> on weekly basis Performance schedule for all long lead equipment Contracts schedule to be issued to the <i>Employer</i> on weekly basis Engineering progress curve on monthly basis of which the <i>Employer</i> may require this on bi-weekly reporting cycles depending on the criticality of the project Construction progress curve on monthly basis of which the <i>Employer</i> may require this on bi-weekly reporting cycles depending on the criticality of the project Monthly slippages and recovery plan report 	
Face-to-face	Electronic (editable) and hardcopy	
Virtual	Electronic (editable) and hardcopy (PDF)	

2.16.1 The *Consultant* should plan and provide both integrated programmes and contractually compliant programmes including project s-curves throughout the project development and execution. The *Consultant* should similarly provide integrated schedules of the project in its totality. The software used in developing the programmes should be



compatible with the Primavera P6 planning tool and MS Project soft copy for contingency. The *Consultant* is required to familiarize themselves with the detail required at the various stages of the project to ensure timeous and complete reporting, no additional allowances will be made for "more detail" additional "time required".

- 2.16.2** The planning and programming should consider all disciplines listed within this document and ensure that a logical sequencing, provide for required engagement, practical undertakings and realistic timeframes are considered. As part of the tender submission, the tenderer shall be required to submit a level 3 resource loaded project schedule.
- 2.16.3** The acceptance of programmes should be as per contract and all correspondence thereof should be captured in the relevant document control system.
- 2.16.4** The *Consultant* should be expected to continuously interrogate the programme to identify available time saving opportunities and continuously communicate to the *Employer's* representative.
- 2.16.5** All risk identification, mitigation and impact analysis should similarly be captured and communicated in advance or as soon as the *Consultant* becomes aware.
- 2.16.6** Following the agreement and issue of a contract change notification, all affected schedule documentation should be updated and issued immediately. This includes, but is not limited to:
- Project schedules and accompanying narrative document
 - Milestone definitions
 - Progress measurement data and documents
 - Sub-consultant schedules.
- 2.16.7** The *Consultant* should coordinate and consolidate all the programmes provided by the contractors that Transnet has contracted. The *Consultant* should be responsible for the timeous compilation, delivery of reports and programmes that will be vetted and reviewed before submission to the *Employer* (owner's team).
- 2.16.8** The contractor's failure to provide a programme should not remove the *Consultant's* obligation to report accurately and professionally.

2.17 Project management

Engagement	Reports required	Relevant/applicable documents
Daily or as required	<ul style="list-style-type: none"> All discipline reports as stated in this document Complete monthly report with all disciplines 	<ul style="list-style-type: none"> The contract Pre-feasibility manual



Engagement	Reports required	Relevant/applicable documents
Face-to-face	Electronic (editable) and hardcopy	<ul style="list-style-type: none"> • Detail design/Feasibility & manual • Execution manual • Close-out phase manual • Gate review guidelines • PLP overview manual
Virtual	Electronic (editable) and hardcopy (PDF)	

2.17.1 The *Consultant* should have a single point of contact to liaise and deal directly with the *Employer's* representative. This person should be known as the *Consultants'* representative. The *Consultant* should similarly have discipline heads that will liaise with the owner's team, however all communications should be directed through the named *Consultant's* representative.

2.17.2 The *Consultant* should provide adequately skilled and experienced staff to project manage the multiple contracts that the *Employer* may engage. This staff includes the NEC3 *Employer's* representative, project managers, service managers and supervisors. The *Consultant's* staff shall be formally appointed with a DOA and shall act within delegations provided by the *Employer*. Failure to act within these delegations will be taken seriously.

2.17.3 The full requirement of this contract should be understood by each project manager to ensure that all obligations herein are adhered to, specifically the attendance to PLP gate reviews. Any rework required to pass gate reviews that is considered by the *Employer* to be due to negligence by the *Consultant* shall be undertaken at the *Consultant's* cost.

2.17.4 The overarching project management should ensure that all systems and tools for various disciplines should utilize generic and consistent work breakdowns structures.

2.17.5 *Consultant obligations:*

2.17.5.1 General

The *Consultant*:

- Provides a project management service to control time and cost of the detail engineering of the project within the limitations agreed with the *Employer's* representative
- Manages and co-ordinates the engineering activities for the complete services



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- c. Compiles project documentation (documentation control centre), manage the implementation and handover of all the required documentation to the *Employer's* representative as per specifications, at least one month prior to overall commissioning
 - d. Submits deliverables of the services in accordance with the accepted program
 - e. Designs, executes and completes the services in accordance with the contract, and remedies any design defects therein. When completed, the services are fit for the purposes for which it is intended as defined in the scope
 - f. Complies with all procedures for reporting and co-ordinating as defined in the scope, exercises a high degree of skill and expertise in accordance with good engineering, project management and operating practices in carrying out the Services. All procedures are reviewed and approved by the *Employer's* representative as required under the contract and stipulated in the scope
 - g. Performs the Services with due diligence and efficiency and in conformity with sound engineering, administrative and financial practices.
 - h. At all times performs the Services in such a manner as will always safeguard and protect the *Employer's* interest and take all necessary and proper steps to prevent abuse or uneconomical use of facilities, if any, made available by the *Employer* to the *Consultant*
 - i. Gathers all information necessary for it to perform the Services in accordance with this contract, including but not limited to information as to the character of the services, local conditions and facilities, conditions of labour, wage standards, safety requirements, environmental and industrial matters
 - j. Cooperates fully with the *Employer's* representative and makes available to the *Employer's* representative all procedures, documents and information that are relevant to the services, when required
 - k. Submits all documents, which are subject to the *Employer* representative's acceptance within the specified time to allow for the acceptance process, which may entail revision and resubmission. Requirements by the *Employer's* representative for revisions to documents or procedures are not a basis for accepted programme extensions and it is the *Consultant's* responsibility to ensure that the *Employer's* representative is kept fully informed of the *Consultant's* intentions at all stages of the services to avoid having procedures or documents rejected at the acceptance stage
 - l. Gives the *Employer's* representative two weeks advance notice of when the *Consultant* requires any information, materials, documents, or instructions from the *Employer*



- m. The services is performed in accordance with the stipulations of the statutory requirements, codes, regulations and specifications referred to in the scope and approved by the *Employer's* representative
- n. Statements indicating a requirement for the *Employer* representative acceptance of a document or procedure mean that, for any phase of the services, the *Employer's* representative has the right to review, comment upon and/or require changes or modifications to the document or procedure in question such that it meets with the *Employer's* representative's acceptance
- o. The *Consultant* does not suspend the progress of the whole or any part of the services except where the suspension is directed or approved by the *Employer's* representative in accordance with the conditions of contract
- p. Separate meetings should be held on a weekly basis to discuss compensation events. A compensation event register shall be developed and managed by the *Consultant* and be issued to *Employer's* representative on weekly basis.

2.17.5.2 Meeting requirements

a. 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 the various disciplines to clarify specific issues. The duration of this meeting should not be more than one working day
- iv. Meeting to be held at an agreed venue.

b. Project progress meetings

- i. Meetings to be held on a one a month basis. 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 until the construction commences after which the meetings should be held on site. 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).

c. 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 per discipline
- iv. Activities to be undertaken during 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:
 - Budgeted cost of work scheduled, budgeted cost of work 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 variance percentage and schedule variance time
 - Cost report including cash flow forecast.
- x. Cost control
- xi. Planning/progress report
- xii. Lists of deviations/variations – compensation event register and early warning register
- xiii. Actions taken or be taken to minimize or negate changes
- xiv. The information requested for the intermediate report is to be provided as an attachment to the main report
- xv. Execution deliverable checklist
- xvi. Execution deliverable definitions
- xvii. Scope of facilities as per project WBS



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- xviii. Overall framework plan
 - xix. Safety
 - xx. Quality – audit plan and reviews, number of non-conformance reports raised, outstanding and closed, status on vendor data – quality records and certification delivered vs. plan
 - xxi. Environmental – notices, audit plan, incident frequency statistics, etc.
 - xxii. Interface reporting – a description of key interfaces between the *Employer* and the *Consultant*, describing the interfaces and giving key dates, status, action party and hold points, including a list of all approvals the *Consultant* requires from the *Employer*
 - xxiii. Major risks and mitigation plan.

d. Supervision

Consultant's representative:

- i. The *Consultant* ensures the supervision of the services by a competent representative. Matters within a *Consultant's* representative's knowledge (including directions received) are deemed to be within the *Consultant's* knowledge
- ii. The *Consultant* gives the *Employer* written notice of the representative's name and any subsequent changes
- iii. If the *Employer* makes a reasonable objection to the appointment of a representative the *Consultant* terminates the appointment and appoints another representative, at the *Consultant's* cost.

2.17.5.3 Working hours

The working hours and working days are as stated in the contract data and if not so stated as notified by the *Consultant* to the *Employer's* representative prior to commencement of work on site and is not varied without the prior acceptance of the *Employer's* representative, except when in the interests of safety of the services or to protect life or property or the *Consultant* finds it necessary to carry out work outside the working hours or on other than the working days stated in the contract. In such cases, the *Consultant* notifies the *Employer's* representative in writing of the circumstances as early as possible.

All costs attributable to the contract administration by or on behalf of the *Employer* of working during times approved pursuant to the previous paragraph are borne by the *Employer*.

Should the *Consultant* wish to vary these hours, an application is be submitted to the *Employer's* representative supported by written acceptance from landowners and local authorities agreeing to the revised hours of operation. These revised hours of operation are not in effect until the *Employer's* representative gives acceptance in writing.



2.18 Work packages

At the end of Task order 1, the *Consultant* will develop work packages for the execution of the project until completion and close-out. The *Consultant* also needs to identify interface risks amongst the packages as well as human resource requirements prior to finalising the work packages, and thereafter propose the most optimal package plan.

2.19 Procurement support

2.19.1 All procurement activities for the project will be led and executed by the *Employer*.

2.19.2 The *Consultant* will prepare the bid documents and provide procurement support to the *Employer* during the procurement stages. The support includes the *Consultant's* involvement in technical queries, site visits, technical evaluation and producing technical documentation, as and when required.

2.20 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	

2.20.1 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.

2.20.2 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.

2.20.3 The *Consultant* should similarly review and accept (where they have authority to do so) quality documentation provided by the contractors contracted with Transnet.

2.20.4 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.

2.20.5 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.



2.20.6 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.

2.20.7 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.

2.20.8 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*.

2.20.8.1 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:

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

2.20.8.2 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:

- a. Cause
- b. Corrective action
- c. Action taken to prevent recurrence
- d. 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.

2.20.8.3 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:

- a. Cause of the problem
- b. Proposed corrective action to resolve the problem
- c. Action taken to prevent recurrence of the problem
- d. Effective date of corrective action
- e. Corrective action request requirements.

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

2.20.8.4 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.

2.20.8.5 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.



2.21 Risk management

Engagement	Reports required	Relevant/applicable documents
Weekly or as required	<ul style="list-style-type: none"> Risk reports (various) Risk programme 	Project risk management procedures
Face-to-face	Electronic (editable) and hardcopy	Transnet Risk Methodologies
Virtual	Electronic (editable) and hardcopy (PDF)	

2.21.1 It is the *Consultant's* obligation to take all reasonable steps to proactively manage and mitigate against all risks as far as possible.

2.21.2 Where suitable, the *Employer* and the *Consultant* should discuss which risks are best managed by whom and necessary delegations should be provided to ensure that the party has authority to manage accordingly.

2.21.3 The *Consultant* should be transparent and open in the approach to risk management with the *Employer*.

2.21.4 An adequate escalation/engagement procedure should be proposed by the *Consultant* to ensure the severity of the risk is addressed in the right time frame by the right person.

2.22 Standard and workmanship

2.22.1 The specifications for this scope are listed as annexures herein. Any specification listed which the *Consultant* does not have already in his possession, or he does not have the referenced revision is requested via the *Employer's* representative.

2.22.2 The *Consultant* guarantees that the services are executed in accordance with sound engineering practices and skill and in accordance with the information supplied by the *Employer* under this contract.

2.22.3 All designs, drawings, specifications and data supplied by the *Consultant* under this contract are to be free of defects in design and engineering and are suitable for the purpose and use for which it, according to the contract, is intended.

2.22.4 The cost of correction or modifications of the detail design package as a direct result of defects are borne by the *Consultant*.

2.22.5 The *Consultant* also guarantees that the services are in accordance with the conceptual engineering package and the intent thereof.

2.23 Security management



Engagement	Reports required	Relevant/applicable documents
Weekly or as required	<ul style="list-style-type: none"> Security risk reports Incident reports Audit reports 	<ul style="list-style-type: none"> Access control procedure Permits Contractor Health, Safety and Security (HSS) requirements - HAS-STD-0002
Face-to-face	Electronic (editable) and hardcopy	<ul style="list-style-type: none"> TNPA security incident reporting procedure Transnet security master agreement TNPA vehicle fleet policy

2.23.1 The security at all Transnet sites shall be undertaken in accordance with the Transnet security policy. Engagement of security companies will be with one of Transnet approved security providers.

2.23.2 *The Consultant* will ensure that all operations (including contractors and other 3rd parties) are undertaken in a controlled and safe manner.

2.23.3 *The Consultant* will report on all incidents under the entire ambit of the project.

2.23.4 Site vehicles for key personnel – The project will make provision for use of pool cars for the *Employer's* staff for construction purposes only. The vehicles will be limited to use by the *Employer's* key personnel only, i.e., project/area managers, construction managers, safety officers, quantity surveyors, environmental officers and supervisors. All other travelling arrangement and costs by the *Consultants* personnel shall be borne by the *Consultant*. The *Consultant* will make available his own cars for construction purposes.

2.23.5 For safety purposes, the *Consultant* will ensure that all construction vehicles and/or vehicles utilized on site are suitable for gravel conditions.

2.23.6 The engagement, communication (timing and context) templates and formats will be agreed upon and signed off by the relevant *Employer's* process owner before any deliverables are started. Time spent correcting incomplete and incorrect documentation shall be for the *Consultant's* own cost. All reports should be cross-referenced against other disciplines and tools to ensure accuracy and integration of information. All communications direct, indirect, 3rd party or other will be captured in the relevant doc control system.

2.23.7 The *Consultant* will expand further the existing TNPA security report and incorporate and implement the security recommendations as per the current report.

2.24 Deliverables matrix

The following deliverables matrix will apply to the project. The *Consultant* shall be responsible for ensuring that all the deliverables are properly developed. If any work or part thereof is sub-contracted to third parties, the *Consultant* will ensure that these deliverables are included in their scope of work.

Table 6: Deliverables matrix

Item	Deliverable	Doc. Appl. YES	Doc. Appl. NO
P.01 SCOPE MANAGEMENT			
P.01.01	Project registration form	YES	
P.01.02	Joint venture agreements	YES	
P.01.03	Client/owners requirements specification	YES	
P.01.04	Project scope of work/project brief	YES	
P.01.05	Project business case	YES	
P.01.06	Project execution plan	YES	
P.01.07	Project insurance policies and guarantees	YES	
P.01.08	Project definition, i.e. project specific agreement, WBS, FBS	YES	
P.01.09	PLP gate review	YES	
P.01.10	Scope changes and approvals - project change notification	YES	
P.01.11	Project close-out plan/report	YES	
P.02 TIME MANAGEMENT			
P.02.01	Baseline schedules (<i>MSP or P6 schedules</i>)	YES	
P.02.02	Project integrated schedules (<i>updates/forecasts</i>)	YES	
P.02.03	Contractor schedules	YES	
P.02.04	Latest project progress S - Surveys	YES	
P.03 FINANCIAL MANAGEMENT			
P.03.01	Baseline estimates/budgets/ BOQs/ <i>Consultant</i> estimates	YES	
P.03.02	Project financial model		NO
P.03.03	Project forms/warrants	YES	
P.03.04	Contingency review	YES	



TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2023/09/0019/43828/RFP

DESCRIPTION OF THE WORKS: PROVISION FOR FEASIBILITY STUDIES FOR THE DEVELOPMENT OF NEW BERTH 605 AT THE PORT OF RICHARDS BAY.

Item	Deliverable	Doc. Appl. YES	Doc. Appl. NO
P.03.05	Project cash flow and cost reports	YES	
P.03.06	Invoices (<i>project/Consultant</i>)	YES	
P.03.07	Project control plan	YES	
P.04 QUALITY MANAGEMENT			
P.04.01	Project quality plan	YES	
P.04.02	Reports - (<i>project reviews/test reports/NCRs</i>)	YES	
P.04.03	Project quality audits	YES	
P.04.04	Concession register	YES	
P.04.05	Data books - (<i>construction/fabrication/quality</i>)	YES	
P.05 HR MANAGEMENT			
P.05.01	Project organizational structure/responsibility charts/matrix/contacts list)	YES	
P.05.02	Project man-plan - (man hour histograms)	YES	
P.05.03	Staff forms - (mobilization/demobilization and secondments)	YES	
P.05.04	Project reports - (<i>SAP/other</i>)	YES	
P.05.05	Delegation of authority - (<i>NEC appointments - project manager and supervisor</i>)	YES	
P.06 COMMUNICATION MANAGEMENT			
P.06.01	Minutes of meetings - (<i>project progress/client progress/engineering progress/general</i>)	YES	
P.06.02	Incoming correspondence - (<i>fax/letters/memo/transmittals/emails</i>)	YES	
P.06.03	Outgoing correspondence - (<i>fax/letters/memo/transmittals/ emails</i>)	YES	
P.06.04	Registers - (<i>document registers/RACI matrix/communication registers/NCRs, etc.</i>)	YES	
P.07 RISK MANAGEMENT			
P.07.01	Baseline project risk register	YES	
P.07.02	Risk management plan	YES	



Item	Deliverable	Doc. Appl. YES	Doc. Appl. NO
P.07.03	Project risk reviews - (<i>workshops/meeting minutes/risk list</i>)	YES	
P.07.04	Risk management register	YES	
P.08 HEALTH AND SAFETY MANAGEMENT			
P.08.01	Functional executional plan	YES	
P.08.02	H&S plan	YES	
P.08.03	H&S file	YES	
P.08.04	Safety induction records/safety appointments	YES	
P.08.05	H&S statistics	YES	
P.08.06	Site access certificates	YES	
P.08.07	Minutes of meetings	YES	
P.08.08	Reports - (<i>monthly safety report/safety audit report/safety NCRs/other</i>)	YES	
P.08.09	Medical examinations - (<i>entry/exit</i>)	YES	
P.08.10	H&S specifications and Baseline H&S Risk register	YES	
P.09 ENVIRONMENTAL MANAGEMENT			
P.09.01	ESG & SDD Reports	YES	
P.09.02	EMPr (Environmental Management Programme)	YES	
P.09.03	Environmental induction records/environmental appointments	YES	
P.09.04	Minutes of meetings	YES	
P.09.05	Site access certificates	YES	
P.09.06	Application for authorizations - (<i>Environmental impact Assessment (EIA)/Environmental Authorizations (EAs) and Permits & Licenses</i>)	YES	
P.09.07	<i>Environmental Authorisation/s, Permits & Licenses</i>	YES	
P.09.08	Environmental Impact Assessment (EIA) Report or Basic Assessment Report	YES	
P.09.09	Environmental file	YES	
P.09.10	Monthly environmental reports	YES	



TRANSNET NATIONAL PORTS AUTHORITY
TENDER NUMBER: TNPA/2023/09/0019/43828/RFP
DESCRIPTION OF THE WORKS: PROVISION FOR FEASIBILITY STUDIES FOR THE DEVELOPMENT OF NEW
BERTH 605 AT THE PORT OF RICHARDS BAY.

Item	Deliverable	Doc. Appl. YES	Doc. Appl. NO
P.10 PROCUREMENT MANAGEMENT (PRE-CONTRACT AWARD)			
P.10.01	Procurement/contract execution strategy - CAP01 forms		NO
P.10.02	Confidentiality agreements		NO
P.10.03	Sole source approval		NO
P.10.04	RFT and routing guide		NO
P.10.05	Addenda		NO
P.10.06	Tender pack development (RFP)	YES	
P.10.07	Tenders		NO
P.10.08	Minutes of meetings - site inspection/tender clarification/tender negotiation	YES	
P.10.09	Procurement package plan	YES	
P.10.10	Advice to procurement		NO
P.10.11	Acquisition Council		NO
P.10.12	Delegation of authority/delegation of consent		NO
P.10.13	Correspondence - tenderers		NO
P.10.14	Tender evaluations	YES	
P.10.15	Commercial	YES	
P.10.16	Technical	YES	
P.10.17	Form of offer		NO
P.10.18	Letter of regret		NO
P.10.19	Tender Evaluation and Adjudication Report (TEAR) document		NO
P.10.20	Performance bond		NO
P.11 ENGINEERING / DESIGN			
P.11.1	GENERAL		
P.11.1.01	Document index and/or register	YES	
P.11.1.02	Drawing registers	YES	
P.11.1.03	Design criteria	YES	



TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2023/09/0019/43828/RFP

DESCRIPTION OF THE WORKS: PROVISION FOR FEASIBILITY STUDIES FOR THE DEVELOPMENT OF NEW BERTH 605 AT THE PORT OF RICHARDS BAY.

Item	Deliverable	Doc. Appl. YES	Doc. Appl. NO
P.11.1.04	Design calculations	YES	
P.11.1.05	Discipline scope of work	YES	
P.11.1.06	Design basis	YES	
P.11.1.07	Engineering work plan	YES	
P.11.1.08	Equipment list/line list/motor list/valve list	YES	
P.11.1.09	Instrument index	YES	
P.11.1.10	Input/output schedules	YES	
P.11.1.11	Standards and general specifications	YES	
P.11.1.12	Project specific specifications and data sheets (equipment, installation, functional, etc.)	YES	
P.11.1.13	Technical minutes of meetings	YES	
P.11.1.14	Engineering and design reports (design reviews, peer reviews, studies/surveys, etc.)	YES	
P.11.1.15	Field Engineering Queries (FEQs) and register	YES	
P.11.1.16	Engineering concessions and register (occupation/lockouts)	YES	
P.11.1.17	Hazard study 3 - register and action close-out (HAZOP)	YES	
P.11.1.18	Images and photos	YES	
P.11.2	ARCHITECTURAL		
P.11.2.01	Drawings - plans, sections, elevations and details		N/A
P.11.2.02	Multi-disciplinary engineering for building services		N/A
P.11.2.03	Reports		N/A
P.11.2.04	Specifications		N/A
P.11.3	CONTROLS AND INSTRUMENTATION		
P.11.3.01	Cable schedule		N/A
P.11.3.02	Design calculations		N/A
P.11.3.03	Design criteria		N/A
P.11.3.04	Functional specification		N/A
P.11.3.05	Detailed design specification		N/A



TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2023/09/0019/43828/RFP

DESCRIPTION OF THE WORKS: PROVISION FOR FEASIBILITY STUDIES FOR THE DEVELOPMENT OF NEW BERTH 605 AT THE PORT OF RICHARDS BAY.

Item	Deliverable	Doc. Appl. YES	Doc. Appl. NO
P.11.3.06	Process Control System (PCS) and related source code		N/A
P.11.3.07	PCS and related executables		N/A
P.11.3.08	Input and output list for control system		N/A
P.11.3.09	Instrument data sheets		N/A
P.11.3.10	Instrument list		N/A
P.11.3.11	Instrument specification		N/A
P.11.3.12	Drawings - schematics, diagrams, cable racking, loop drawings, hook-up drawings, general arrangements, instrument location drawings and routing		N/A
P.11.3.13	Progress and close-out reports		N/A
P.11.4	CIVILS / BUILDINGS AND INFRASTRUCTURE		
P.11.4.01	Drawings - plans, sections, elevation and details	YES	
P.11.4.02	Calculations	YES	
P.11.4.03	Civil specifications	YES	
P.11.4.04	Design criteria	YES	
P.11.4.05	Signage and road marking	YES	
P.11.4.06	Reports	YES	
P.11.5	ELECTRICAL		
P.11.5.01	Design criteria	YES	
P.11.5.02	Drawings - diagrams, schematics, layouts, details, plans and elevations	YES	
P.11.5.03	Electrical calculations	YES	
P.11.5.04	Electrical drive lists	YES	
P.11.5.05	Electrical load list	YES	
P.11.5.06	Equipment data sheets	YES	
P.11.5.07	Equipment list	YES	
P.11.5.08	Equipment supply specifications	YES	
P.11.5.09	Hazardous area drawings	YES	
P.11.5.10	Lighting details	YES	



TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2023/09/0019/43828/RFP

DESCRIPTION OF THE WORKS: PROVISION FOR FEASIBILITY STUDIES FOR THE DEVELOPMENT OF NEW BERTH 605 AT THE PORT OF RICHARDS BAY.

Item	Deliverable	Doc. Appl. YES	Doc. Appl. NO
P.11.5.11	Power line route drawings	YES	
P.11.5.12	Power system analysis	YES	
P.11.5.13	Schedules - distribution board, cable, etc.	YES	
P.11.5.14	Standard specifications	YES	
P.11.5.15	Technical reports	YES	
P.11.5.16	Test sheets	YES	
P.11.6	GEOTECHNICAL		
P.11.6.01	Drawings - plans, sections, elevations and details	YES	
P.11.6.02	Calculations	YES	
P.11.6.03	Specifications	YES	
P.11.6.04	Design criteria	YES	
P.11.6.05	Reports	YES	
P.11.7	MECHANICAL		
P.11.7.01	Design criteria	YES	
P.11.7.02	Equipment calculations	YES	
P.11.7.03	Equipment data sheets	YES	
P.11.7.04	Equipment list	YES	
P.11.7.05	Equipment specifications	YES	
P.11.7.06	General arrangements, plot plans, sections and details	YES	
P.11.7.07	Standard specifications	YES	
P.11.7.08	Tie-in list	YES	
P.11.7.09	Reports	YES	
P.11.8	PIPING		
P.11.8.01	Calculations	YES	
P.11.8.02	Data sheets	YES	
P.11.8.03	Design criteria	YES	
P.11.8.04	General arrangements, plans, sections and details	YES	
P.11.8.05	Line lists	YES	



Item	Deliverable	Doc. Appl. YES	Doc. Appl. NO
P.11.8.06	Piping and pipe support drawings	YES	
P.11.8.07	Specifications	YES	
P.11.8.08	Tie-in schedule	YES	
P.11.8.09	Reports	YES	
P.11.9	PROCESS		
P.11.9.01	Control philosophy		N/A
P.11.9.02	Design criteria		N/A
P.11.9.03	Equipment calculations		N/A
P.11.9.04	Equipment list		N/A
P.11.9.05	Functional specification		N/A
P.11.9.06	HAZOP reports		N/A
P.11.9.07	Line list		N/A
P.11.9.08	P&IDs		N/A
P.11.9.09	PFDs		N/A
P.11.9.10	Pre-commissioning plan and procedures		N/A
P.11.10	STRUCTURAL		
P.11.10.01	Design calculations	YES	
P.11.10.02	Specifications	YES	
P.11.10.03	Design criteria and design reports	YES	
P.11.10.04	Drawings (design drawings, shop drawings) - general arrangements, plans, sections, elevations and details	YES	
P.11.10.05	Progress reports	YES	
P.11.11.06	Technical reports and technical specification	YES	
P.11.11.07	Test sheets	YES	
P.11.11.08	Works information	YES	
P.11.11.09	Data sheets	YES	
P.11.11.10	BOQ / activity schedules	YES	
P.11.11.11	Contractor's document schedules	YES	



TRANSNET NATIONAL PORTS AUTHORITY
TENDER NUMBER: TNPA/2023/09/0019/43828/RFP
DESCRIPTION OF THE WORKS: PROVISION FOR FEASIBILITY STUDIES FOR THE DEVELOPMENT OF NEW
BERTH 605 AT THE PORT OF RICHARDS BAY.

Item	Deliverable	Doc. Appl. YES	Doc. Appl. NO
P.11.12	STRUCTURAL STEEL		
P.11.12.01	Design calculations	YES	
P.11.12.02	Specifications	YES	
P.11.12.03	Design criteria	YES	
P.11.12.04	Drawings (reinforcement details and bending schedules) - general arrangements, plans, sections, elevations and details	YES	
P.11.12.05	Reports	YES	
X.01 DOCUMENT CONTROL			
X.01.01	Drawing register	YES	
X.01.02	Document register	YES	
X.02 SUPPLIER MANUALS			
X.02.01	Operating and maintenance manual	YES	
X.02.02	Installation manual	YES	
X.02.03	Training manual	YES	
X.03 CONSTRUCTION DATA BOOK (PER DISCIPLINE)			
X.03.01	Index	YES	
X.03.02	Construction data book	YES	
X.03.03	Construction plan	YES	
X.03.04	Quality control plan	YES	
X.03.05	Check sheets and inspection reports	YES	
X.03.06	Survey reports	YES	
X.03.07	Access certificates	YES	
X.03.08	Certificates - (material, calibration, test, welding, painting, 3 rd party Certificate of Compliance (COC), etc.)	YES	
X.03.09	Welding certificates, i.e. Welding Procedure Sheet (WPS), Welding Performance Qualification Record (WPQR), Welder Qualification Record (WQR)	YES	
X.03.10	Non-conformance reports	YES	



TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2023/09/0019/43828/RFP

DESCRIPTION OF THE WORKS: PROVISION FOR FEASIBILITY STUDIES FOR THE DEVELOPMENT OF NEW BERTH 605 AT THE PORT OF RICHARDS BAY.

Item	Deliverable	Doc. Appl. YES	Doc. Appl. NO
X.03.11	Concessions (occupation/lockouts)	YES	
X.03.12	Contractor's defects list	YES	
X.03.13	Request for client inspection (holding points/battery limits)	YES	
X.03.14	<i>Employer's</i> defects lists	YES	
X.03.15	Site acceptance tests	YES	
X.03.16	Contractor's "redline" drawings - signed and stamped "as-built"	YES	
X.03.17	Certificate of compliance	YES	
X.03.18	Design engineer's certificate of completion as per Construction Regulation 9(2) H	YES	
X.03.19	Mechanical completion certificate	YES	
X.03.20	FEQs	YES	
X.03.21	Hazard study 4 - register and action close-out (constructability)	YES	
X.04 FABRICATION DATA BOOK (PER DISCIPLINE)			
X.04.01	Index	YES	
X.04.02	Fabrication data book	YES	
X.04.03	Quality control plan	YES	
X.04.04	Quality audit schedule and report	YES	
X.04.05	Inspection and test plan	YES	
X.04.06	Check sheets and inspection reports	YES	
X.04.07	Certificates - (material, calibration, test, welding, painting, 3 rd party COCs, etc.)	YES	
X.04.08	Welding certificates, i.e. WPS, WPQR, WQR	YES	
X.04.09	List of special tools	YES	
X.04.10	Non-conformance reports	YES	
X.04.11	Concessions	YES	
X.04.12	Supplier's defects list	YES	



TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2023/09/0019/43828/RFP

DESCRIPTION OF THE WORKS: PROVISION FOR FEASIBILITY STUDIES FOR THE DEVELOPMENT OF NEW BERTH 605 AT THE PORT OF RICHARDS BAY.

Item	Deliverable	Doc. Appl. YES	Doc. Appl. NO
X.04.13	Request for client inspection	YES	
X.04.14	<i>Employer's defects lists</i>	YES	
X.04.15	Factory acceptance test	YES	
X.04.16	Supplier's "redline" drawings - signed and stamped "as-built"	YES	
X.04.17	Material/equipment fabrication release certificate	YES	
X.04.18	FEQs	YES	
X.05 COMMISSIONING HANDOVER PACK			
X.05.01	Commissioning start-up schedule	YES	
X.05.02	Commissioning plan	YES	
X.05.03	Test certificates	YES	
X.05.04	Test reports - (test run records, results and inspection reports)	YES	
X.05.05	Defects list	YES	
X.05.06	Certificates - (mechanical completion, take care and control, take care, control and custody)	YES	
X.05.07	Hazard study 5 - register and action close-out (commissioning)	YES	
C.01 CONTRACT DOCUMENT (POST CONTRACT AWARD)			
C.01.01	Contract document - (<i>approved</i>)	YES	
C.01.02	Performance bond - (<i>original secured in safe custody/fire proof safe</i>)	YES	
C.01.03	Contractor drawings	YES	
C.02 CONTRACTOR - CORRESPONDENCE			
C.02.01	Minutes of meetings - (<i>contract progress/Employer/construction/kick-off</i>)	YES	
C.02.02	Incoming correspondence - (<i>fax/letters/memo/transmittals/emails</i>)	YES	
C.02.03	Outgoing correspondence - (<i>fax/letters/memo/transmittals/emails</i>)	YES	



TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2023/09/0019/43828/RFP

DESCRIPTION OF THE WORKS: PROVISION FOR FEASIBILITY STUDIES FOR THE DEVELOPMENT OF NEW BERTH 605 AT THE PORT OF RICHARDS BAY.

Item	Deliverable	Doc. Appl. YES	Doc. Appl. NO
C.02.04	Principal Controlled Insurance (PCI) certificate and declarations	YES	
C.02.05	Dairies (<i>daily/site</i>)	YES	
C.02.06	Site instructions	YES	
C.02.07	Early warnings - (<i>contractor/Employer</i>)	YES	
C.02.08	Field engineering queries	YES	
C.02.09	Project Manager's Instruction (PMI)	YES	
C.02.10	Contract notifications/request for information	YES	
C.02.11	Compensation events - (<i>contractor/Employer</i>)	YES	
C.02.12	Construction program/schedule	YES	
C.02.13	Registers - (<i>compensation events/early warnings/risk/PMIs/meeting minutes</i>)	YES	
C.03 CONTRACTOR - PAYMENTS/COST			
C.03.01	Invoices/payment applications/certificates	YES	
C.03.02	Baseline estimates/budgets/BOQs	YES	
C.03.03	Contract cash flows	YES	
C.03.04	Contract contingency reviews	YES	
C.04 CONTRACTOR - QUALITY ASSURANCE			
C.04.01	Contractor quality control plan	YES	
C.04.02	Quality functional execution plan/contractor quality plan	YES	
C.04.03	Minutes of meetings quality review	YES	
C.04.04	Quality audits	YES	
C.04.05	Quality control test reports/certificates	YES	
C.04.06	Non-conformance reports	YES	
C.04.07	Concessions and register	YES	
C.04.08	Defects list	YES	
C.04.09	Quality dossier/data pack/data book	YES	
C.05 CONTRACTOR - RISK			



Item	Deliverable	Doc. Appl. YES	Doc. Appl. NO
C.05.01	Contract risk register	YES	
C.05.02	Minutes of meetings risk reduction	YES	
C.06 CONTRACTOR - HEALTH AND SAFETY			
C.06.01	Safety appointments	YES	
C.06.02	Safety inductions	YES	
C.06.03	Medicals	YES	
C.06.04	Lost time injury/incident reports/strike action plan	YES	
C.06.05	Planned task observation forms/daily safety task instruction	YES	
C.06.06	Method statements (<i>incl. risk assessment</i>)	YES	
C.06.07	Permits - (<i>access permits/permit to work/excavation permit</i>)	YES	
C.06.08	Safe work procedures	YES	
C.06.09	H&S specification	YES	
C.06.10	Toolbox topics	YES	
C.06.11	Visible felt leadership	YES	
C.06.12	Principle H&S management plan	YES	
C.06.13	Reports – (<i>monthly safety report/safety audit report/safety TEAR report/safety NCRs</i>)	YES	
C.07 COMMISSIONING			
C.07.01	Commissioning functional execution plan	YES	
C.07.02	Punch lists	YES	
C.07.03	Check out acceptance certificates	YES	
C.07.04	Take over certificates	YES	
C.07.05	Care, control, custody certificates	YES	
C.07.06	Occupation plan	YES	
C.08 CONTRACT CLOSE-OUT			
C.08.01	Asset capitalization forms	YES	



TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2023/09/0019/43828/RFP

DESCRIPTION OF THE WORKS: PROVISION FOR FEASIBILITY STUDIES FOR THE DEVELOPMENT OF NEW BERTH 605 AT THE PORT OF RICHARDS BAY.

Item	Deliverable	Doc. Appl. YES	Doc. Appl. NO
C.08.02	Final account statement	YES	
C.08.03	Completion certificates/COCs	YES	
C.08.04	Financial close-outs	YES	
C.08.05	H&S close-out reports	YES	
TOTALS			

Annexure A: Gate Review Process



TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2023/09/0019/43828/RFP

DESCRIPTION OF THE WORKS: PROVISION FOR FEASIBILITY STUDIES FOR THE DEVELOPMENT OF NEW BERTH 605 AT THE PORT OF RICHARDS BAY.

Annexure B: Contractor Documentation Submittal Requirements standard (DOC-STD-0001)



TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2023/09/0019/43828/RFP

DESCRIPTION OF THE WORKS: PROVISION FOR FEASIBILITY STUDIES FOR THE DEVELOPMENT OF NEW
BERTH 605 AT THE PORT OF RICHARDS BAY.

Annexure C: Revision of Technical Documents (ENG-GL-0103 REV 0C)



TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2023/09/0019/43828/RFP

DESCRIPTION OF THE WORKS: PROVISION FOR FEASIBILITY STUDIES FOR THE DEVELOPMENT OF NEW BERTH 605 AT THE PORT OF RICHARDS BAY.

Annexure D: Project Development and Execution – Engineering CAD Standards (ENG-STD-0001)



TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2023/09/0019/43828/RFP

DESCRIPTION OF THE WORKS: PROVISION FOR FEASIBILITY STUDIES FOR THE DEVELOPMENT OF NEW BERTH 605 AT THE PORT OF RICHARDS BAY.

Annexure E: Standard Operating Procedure: Construction Environmental Management (CEM)



TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2023/09/0019/43828/RFP

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BERTH 605 AT THE PORT OF RICHARDS BAY.

Annexure F: Minimum Environmental Standards for Construction V2



TRANSNET NATIONAL PORTS AUTHORITY

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DESCRIPTION OF THE WORKS: PROVISION FOR FEASIBILITY STUDIES FOR THE DEVELOPMENT OF NEW BERTH 605 AT THE PORT OF RICHARDS BAY.

Annexure G: TIMS Policy



TRANSNET NATIONAL PORTS AUTHORITY

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DESCRIPTION OF THE WORKS: PROVISION FOR FEASIBILITY STUDIES FOR THE DEVELOPMENT OF NEW
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Annexure H: Health and Safety Guidelines (HAS-GL-0001)

Annexure I: Governing Codes, Standards and Specifications

The list of Codes, standards and specification

All design, procedures, materials, tests and analysis should be in accordance with the latest editions of national and international codes, standards and specification. These codes, standards and specifications include but are not limited to the following:

Table I1: Codes, standards and specification

Title	Document no.	Revision
National or international standards		
Standard Methods of Testing Road Construction Materials	TMH1	1986
South African National Building Regulations Act (103)		1977
Design of Highway Bridges and Culverts in South Africa	TMH7	1989
Geometric Design of Rural Roads	TRH17	*
SA Road Drainage Manual		1986
British Soil Classification System (BSCS)	BS 5930	1981
Guidelines for the Design of Storm Water Drainage Systems	Durban Metro Design Manual, Part 2	
Standard Specifications for Subsurface Investigations	SANRAL	2010
Site Investigation Code of Practice ; The Geotechnical Division of SAICE	SAICE	2010
Code of Practice for Site Investigations	BS 5930	1999
Guidelines for Soil and Rock Logging in Southern Africa, 2nd Impression 2001 eds. A.B.A. Brink and R.N.H. Bruin, Proceedings, Geoterminology The Scopehop organised by AEG, SAICE & SAIEG		1990
Standardised Specification for Civil Engineering Construction - General (Part A)	SANS 1200A	*



Title	Document no.	Revision
Site Clearance	SANS 1200C	*
Earth Services	SANS 1200D	*
Earth Services (Pipe Trenches)	SANS 1200DB	
Earth Services (Roads Sub-grade)	SANS 1200DM	*
Earth Services (Railway, Sidings)	SANS 1200DN	*
Piling	SANS 1200F	*
Concrete (Structural)	SANS 1200G	*
Concrete (Small The Scope)	SANS 1200GA	*
Precast Concrete	SANS 1200GE	*
Structural Steel	SANS 1200H	*
Bedding (Pipes)	SANS 1200LB	*
Storm Water Drainage	SANS 1200LE	*
Ancillary Road The Scope	SANS 1200MM	*
Low Voltage Electrical Supply	IEC 439	*
Isolating Transformers	IEC 742	*
Electrical Plugs and Sockets	IEC 309	*
Structural Use of Concrete	SANS 10100	*
Code of Practice for Wiring of Premises	SANS 10142	*
Basis of Structural Design (Loading Code)	SANS 10160	*
Design of Foundations for Buildings	SANS 10161	*
Structural Use of Steel	SANS 10162	*
Wind Loading on Structures	SANS 10280	*
Railway safety management – Part 1: General.	SANS 3000-1:2009	
Railway safety management – Part 2-2: Technical requirements for engineering and operational standards – Track, civil and electrical infrastructure.	SANS 3000-2-2:2008	
Railway safety management – Part 2-2-1: Technical requirements for engineering and operational standards – Track, civil and electrical infrastructure – Level crossings	SANS 3000-2-2-1:2012	
Railway safety management – Part 2-3: Technical requirements for engineering and operational standards – Rolling stock.	SANS 3000-2-3:2008	
Railway safety management – Part 2-4: Technical requirements for engineering and operational standards – Train authorization and control, and telecommunications.	SANS 3000-2-4:2013	
Railway safety management – Part 2-4: Technical requirements for engineering and operational standards – Train authorization and control, and telecommunications.	SANS 3000-2-4:2013	



Title	Document no.	Revision
Railway safety management – Part 2-5: Technical requirements for engineering and operational standards – Operational principles for safe movement on rail.	SANS 3000-2-5:2013	
Railway safety management – Part 2-6: Technical requirements for engineering and operational standards – Interoperability, and interface and interface management.	SANS 3000-2-6:2013	
Series (suite) of standards – Code of practice – The application of the National Building Regulations	SANS 10400	
Quality management systems – Guidelines for configuration management.	SANS 10007/ISO 10007	
Electricity Supply – quality of supply	NRS 048-2:2007	Issue 3
Standard Specification for Roads & Bridge The Scope for State Road Authorities (COLTO)	Series 6000	
Continuous Mechanical handling equipment – Belt conveyors with carrying idlers	ISO 5048	
Mobile Equipment for continuous handling of bulk materials Part 1-Rules for design of steel structures	ISO 5049	

(a) Statutory requirements and design conditions for electrical engineering design

All work should be carried out to comply with the latest requirements of the statutory authorities having jurisdiction over the site.

The following South African safety requirements should be used as a minimum:

- Occupational Health and Safety Act, Act 85 of 1993.
- Minerals Act and Regulations, Act 50 of 1991.
- Mine, Health and Safety Act, Act 29 of 1996.
- The National Building Regulations and Building Standards, Act 103 of 1998.
- Compensation for Occupational Injuries and Diseases Act, Act 130 of 1994.

All work should be undertaken in accordance with ISO 9001.

(b) Applicable documents

The **contractor** should adhere to the requirements of the following project specifications and any specifications/standards/codes, etc. to which these specifications may refer.

The latest revisions should be used in all cases.

Document title	Document number
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3125740-2-120-E-DC-0001	Electrical design criteria
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- **Governing codes, standards and specifications**

The electrical lighting and power design engineering solution should be in accordance with the latest edition of the following specifications and codes where applicable.

Where reference is made to a code, standard or specification, the reference should be taken to mean the latest edition of the code, standard or specification, including latest amendments, supplements and revisions thereto.

- **Codes of practice**

The following codes of practice should apply and form part of the design criteria.

Table I2: Transnet specifications

Specification number	Description
TPD-007-MVSWITCHSPEC	Technical specification for indoor medium/high voltage (1kV to 33kV) alternating current switchgear and control gear
TPD-004-EARTHINGSPEC	Technical specification for earthing and the protection of buildings and structures against lightning
TPD-003-CABLESPEC	Technical specification for the installation of medium and low voltage cables
TPD-010A-HIGHMASTSPEC-A	Specification for the design, supply and installation of high mast lighting
TPD-008-MINISUBSPEC	Specification of the supply, delivery, offloading and installation of miniature substations
TPD-002-DBSPEC	Technical specification for low voltage distribution boards
TPD-001-EL&TERMINALEC	Technical specification for electrical installations to building other than dwelling houses

Table I3: SANS codes

Specification no.	Description
SANS 10114-1	Interior lighting Part 1: Artificial lighting of interiors
SANS 10114-2	Interior lighting Part 2: Emergency lighting
SANS 10389-1	Exterior lighting Part 1: Artificial lighting of exterior areas for work and safety
SANS 10389-2	Exterior lighting Part 2: Exterior security lighting



Specification no.	Description
SANS 10389-3	Exterior lighting Part 3: Guide on the limitation of the effects of obtrusive light from outdoor lighting installations
SANS 1091	National colour standards for paint
SANS 10108	The Classification of Hazardous Locations and the Selection of Electrical Apparatus for use in such Locations.
SANS 10199	Bulkhead Lighting Fittings (surface mounted).
SANS 10400	The Application of the National Building Regulations
SANS 10198-1	The selection, handling and installation of electric power cables of rating not exceeding 33 kV Part 1: Definitions and statutory requirements
SANS 10198-2	The selection, handling and installation of electric power cables of rating not exceeding 33 kV Part 2: Selection of cable and methods of installation
SANS 10198-3	The selection, handling and installation of electric power cables of rating not exceeding 33 kV Part 3: Earthing systems-General provisions
SANS 10198-4	The selection, handling and installation of electric power cables of rating not exceeding 33 kV Part 4: Current ratings
SANS 10198-5	The selection, handling and installation of electric power cables of rating not exceeding 33 kV Part 5: Determination of thermal and electrical resistivity of soil
SANS 10198-6	The selection, handling and installation of electric power cables of rating not exceeding 33 kV Part 6: Transportation and storage
SANS 10198-7	The selection, handling and installation of electric power cables of rating not exceeding 33 kV Part 7: Safety precautions
SANS 10198-8	The selection, handling and installation of electric power cables of rating not exceeding 33 kV Part 8: Cable laying and installation
SANS 10198-9	The selection, handling and installation of electric power cables of rating not exceeding 33 kV Part 9: Jointing and termination of extruded solid dielectric-insulated cables up to 3,3 kV
SANS 10198-10	The selection, handling and installation of electric power cables of rating not exceeding 33 kV Part 10: Jointing and termination of paper-insulated cables
SANS 10198-11	The selection, handling and installation of electric power cables of rating not exceeding 33 kV Part 11: Jointing and termination of screened polymeric-insulated cables



Specification no.	Description
SANS 10198-12	The selection, handling and installation of electric power cables of rating not exceeding 33 kV Part 12: Installation of earthing system
SANS 10198-13	The selection, handling and installation of electric power cables of rating not exceeding 33 kV Part 13: Testing, commissioning and fault location
SANS 10198-14	The selection, handling and installation of electric power cables of rating not exceeding 33 kV Part 14: Installation of aerial bundled conductor (ABC) cables
SANS 1507-3	Electric cables with extruded solid dielectric insulation for fixed installations (300/500 V to 1 900/3 300 V) Part 3: PVC Distribution cables
SANS 10200	Neutral earthing in medium voltage industrial power systems
SANS 62271-1	High-voltage switchgear and control gear Part 1: Common specifications
SANS 60076	Power transformers Part 1: General
SANS 62305-1	Protection against lightning Part 1: General principles
SANS 62305-2	Protection against lightning Part 2: Risk management
SANS 62305-3	Protection against lightning Part 3: Physical damage to structures and life hazard
SANS 62305-4	Protection against lightning Part 4: Electrical and electronic systems within structures
SANS 10313	Protection against lightning - Physical damage to structures and life hazard
SANS 10199	The design and installation of earth electrodes
SANS 1063	Earth rods, couplers and connections

(c) Controls & instrumentation for codes and standards

The design of the process control systems should be done in accordance to, but not limited to the following standards:

Table I4: Controls & instrumentation codes and standards

Standard no.	Description
SANS 10111	Engineering drawings
IEC 60617	Graphical symbols for diagrams
SABS ISO 9000	Quality management systems
SANS IEC 60529	Degrees of protection provided by enclosures (IP code)
SANS IEC 60793	Optical fibres
SANS IEC 60794	Optical fibre cables
SANS 61073-1	Splices for optical fibres and cables
IEC 61274	Fibre optic adaptors
SANS IEC 61131	Programmable controllers - all parts
IEC 61508-1	Functional safety of electrical/electronic/ programmable electronic safety related systems - Part 1: General requirements
IEEE 12207.0	Standard for Information Technology – Software Lifecycle Processes
IEC 60073	Basic and safety principles for man-machine interface, marking and identification - Coding principles for indicators and actuators
IEC 81714	Design of graphical symbols for use in the technical documentation of products
IEC 82045	Document management
IEC/PAS 62953	Industrial communication networks - Fieldbus specifications - ADS-net
IEC 60099	Surge arresters
IEC 60115	Fixed resistors for use in electronic equipment
IEC 60134	Rating systems for electronic tubes and valves and analogous semiconductor devices
IEC 60812	Analysis techniques for system reliability - Procedure for failure mode and effects analysis (FMEA)



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Standard no.	Description
IEC 60381	Analogue signals for process control systems
IEC 60417	Graphical symbols for use on equipment
IEC 60730	Automatic electrical controls
IEC 61010	Safety requirements for electrical equipment for measurement, control, and laboratory use
IEC 61069	Industrial-process measurement, control and automation - Evaluation of system properties for the purpose of system assessment
IEC 61131	Industrial-process measurement and control - Programmable controllers
IEC 61158	Industrial communication networks – Fieldbus specifications
IEC 61160	Design review
IEC 61636	Software interface for Maintenance Information Collection and Analysis (SIMICA)
IEC 61757	Fibre optic sensors
IEC 61882	Hazard and operability studies (HAZOP studies) - Application guide
IEC 61926	Design automation
IEC 62008	Performance characteristics and calibration methods for digital data acquisition systems and relevant software