
Transnet National Ports Authority

an Operating Division of **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR QUOTATION (RFQ)

FOR THE: APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT A TRAFFIC ANALYSIS FOR THE ADDITIONAL ADMINISTRATIVE FACILITIES AND OFFICE CONSOLIDATION AT THE PORT OF EAST LONDON.

RFQ NUMBER	: TNPA/2022/02/0114/RFQ - TRAFFIC ANALYSIS
ISSUE DATE	: 18 August 2022
CLOSING DATE	: 26 August 2022
CLOSING TIME	: 16h00
TENDER VALIDITY PERIOD	: 12 weeks from closing date

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T1.1 TENDER NOTICE AND INVITATION TO TENDER

SECTION 1: NOTICE TO TENDERERS

1. INVITATION TO TENDER

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

DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT A TRAFFIC ANALYSIS FOR THE ADDITIONAL ADMINISTRATIVE FACILITIES AND OFFICE CONSOLIDATION AT THE PORT OF EAST LONDON.
ADDENDA	Any addenda to the RFQ or clarifications will be published on the e-tender portal and Transnet website. Bidders are required to check the e-tender portal and Transnet website prior to finalising their bid submissions for any changes or clarifications to the RFQ. Transnet will not be held liable if Bidders do not receive the latest information regarding this RFQ with the possible consequence of either being disadvantaged or disqualified as a result thereof.
TENDER DOWNLOADING	This RFQ may be downloaded directly from National Treasury's e-Tender Publication Portal at www.etenders.gov.za free of charge. To download RFQ and Annexures: • Click on "Tender Opportunities"; • Select "Advertised Tenders"; • In the "Department" box, select Transnet SOC Ltd; Once the tender has been located in the list, click on the 'Tender documents' tab and process to download all uploaded documents. The RFQ may also be downloaded from the Transnet website at https://transnetetenders.azurewebsites.net (please use Google Chrome to access Transnet link/site) free of charge (<i>refer to section 2, paragraph 3 below for detailed steps</i>).
CLOSING DATE	16:00 on (2022/08/26) Tenderers must ensure that tenders are uploaded timeously onto the system. If a tender is late, it will not be accepted for consideration.

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 RFQ 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 T2.2-13], [**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.....

**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**

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)
Part C2: Pricing data	C2.1 Pricing instructions

		C2.2 Activity Schedule
Part C3: Scope of work		C3.1 Scope
C.1.4	The Employer's agent is:	Procurement Officer
	Name:	Melody Botya
	Address:	2 nd Floor, eMendi Building, TNPA, Port of Ngqura, Port Elizabeth
	Tel No.	041 5078666
	E – mail	Melody.Botya@transnet.net
C.2.1	Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:	
	1. Stage One - Pre-qualification criteria for preferential procurement in terms of the Preferential Procurement Regulations, 2017:	
	a) A tenderer having a stipulated minimum B-BBEE status level of contributor of 4.	
	b) Only EME's or QSE's are eligible to submit a tender offer.	
	<i>Any tenderer that fails to meet the stipulated pre-qualifying criteria will be regarded as an unacceptable tender</i>	
	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 60 points.	
	The evaluation criteria for measuring functionality and the points for each criteria and, if any, each sub-criterion are as stated in C.3.11.3 below.	
	<i>Any tenderer that fails to meet the stipulated pre-qualifying criteria will be regarded as an unacceptable tender.</i>	
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 <i>Employer's</i> details and identification details that are to be shown on each tender offer are as follows:	
C.2.15.1	Identification details:	The tender documents must be uploaded with:

- **Name of Tenderer:** (insert company name)
- **Contact person and details:** (insert details)
- **The Tender Number:** TNPA/2022/02/0114/RFQ - TRAFFIC ANALYSIS
- **The Tender Description:** TRAFFIC ANALYSIS FOR ADDITIONAL ADMINISTRATIVE FACILITIES AND OFFICE CONSOLIDATION AT THE PORT OF EAST LONDON.

Documents must be marked for the attention of:

Employer's Agent: Melody Botya

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 **26 August 2022**
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 case of all EMEs and QSEs with 51% black ownership or more together with the tender;
3. Proof of registration on the Central Supplier Database;

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

C3.11 The minimum number of evaluation points for functionality is: **60**

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 Programme Note for Evaluators: For construction a Level 3 programme will be required for evaluation purposes. After award the Contractor will be required to submit at a minimum Level 4 programme/schedule for acceptance.	Programme must be in Primavera 6 scheduling software or MS Project.	1	20
	Show the capability meet the required timeframe.	2	
	Clearly show the sequencing of all deliverables /activities.	3	
	Identify a realistic project critical path.	2	
	Identify all relevant project milestones like a project start, important milestones and project completion.	3	
	Including Employer project start, site access and completion dates.	2	
	Show time risk allowance.	2	
	The programme must support the approach paper.	3	
	The minimum Programme level must be Level 3.	2	
T2.2-03 Project Management Organogram, Management & CVs of Key persons:	Tenderers are to submit a Team Organogram showing Key Personnel and their respective experience & qualifications:		
	Organisational Structure	5	25
	Relevant experience	10	

	Adequacy for the assignment and qualifications	10	
T2.2-04 Previous Experience	Tenderers are required to demonstrate their experience in the delivery of similar works, and to this end shall supply a sufficiently detailed reference list with contact details of existing customers and also indicate their previous experience:		
	List of projects for Tenderer and Specialists	15	30
	Detailed description of 5 most recent similar projects for Tenderer and Specialists	15	
T2.2-05 Approach Paper	Tenderers are to submit a project specific Method Statement highlighting the categories below:		
	A detailed approach paper is required covering the traffic analysis method and sequence of all aspects of the works to enable the Employer to assess the impact of the consultant’s methods with regards to traffic modelling, practicality, quality, health, safety, risks and accompanying mitigation as well as the environment.	5	25
	As a minimum the detailed approach paper should include:		
	Stakeholder Engagement	5	
	Traffic Data Capturing and Analysis	5	
	Traffic Modelling	5	
	Municipal Approvals	5	
Maximum possible score for Functionality		100	

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

- T2.2-02 Programme
- T2.2-03 Project Organogram, Management & CVs of Key Persons
- T2.2-04 Previous Experience
- T2.2-05 Approach Paper or Method Statement

Each evaluation criteria will be assessed in terms of scores of 0, 20, 40, 60, 80 or 100.

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

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

C.3.11. Only tenders that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the 80/20 or 90/10 preference points systems as described in Preferential Procurement Regulations 6.

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

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 BBBEE rating not be provided, tenderers with no verification will score zero points for preferencing.**

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) 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, 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,
 - e) complies with the legal requirements, if any, stated in the tender data and
 - f) is able, in the option of the employer to perform the contract free of conflicts of interest.

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

T2.1 List of Returnable Documents

2.1.1 These schedules are required for eligibility purposes:

T2.2-01 **Stage One: Pre-qualification Criteria** – minimum B-BBEE status of contributor Level 4 and EME or QSE only.

2.1.2 Stage Two: these schedules will be utilised for Functionality evaluation purposes:

T2.2-02 **Evaluation Schedule:** Programme

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

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

T2.2-05 **Evaluation Schedule:** Approach Paper

2.1.3 Returnable Schedules:

General:

T2.2-06 Authority to submit tender

T2.2-07 Record of addenda to tender documents

T2.2-08 Letter of Good Standing

T2.2-09 Risk Elements

Agreement and Commitment by Tenderer:

T2.2-10 Non-Disclosure Agreement

T2.2-10 Schedule of proposed Sub-consultants

T2.2-12 RFP Declaration Form

T2.2-13 RFP – Breach of Law

T2.2-14 Certificate of Acquaintance with Tender Document

T2.2-15 Service Provider Integrity Pact

T2.2-16 Supplier Code of Conduct

1.3.2 Bonds/Financial/Insurance:

T2.2-17 Agreement in terms of Protection of Personal Information Act (POPIA)

T2.2-18 Insurance provided by the Consultant

T2.2-19 Three (3) years audited financial statements

1.3.3 Transnet Vendor Registration Form:

T2.2-20 Transnet Vendor Registration Form

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

2.3 C1.2 Contract Data

2.4 C2.1 Pricing Instructions Activity Schedule

2.5 C2.2 Priced Activity Schedule

T2.2-01 Eligibility Criteria Schedule: B-BBEE Status Level/EME or QSE

In an endeavour to grow and develop Black Owned (BO) companies as well as to ensure that Transnet meets its Shareholder Compact Objectives, Potential Tenderers are required to meet the eligibility criteria of B-BBEE Status Level and EME or QSE.

It is a specific tendering condition that tenderers:

- Have a stipulated minimum B-BBEE status of contributor Level 4.
- Are an EME or QSE only.

Tenderers are required to submit the **valid B-BBEE certificates or Sworn Affidavits** the Company/ies together with the Tender submission.

Failure to submit these mandatory returnable documents by the tender closing date and time will lead to disqualification.

T2.2-02: Evaluation Schedule: Programme

Programme

The Tenderer details the programme for evaluation and attaches it to this schedule. In addition, the Tenderer is to provide an electronic copy of the programme in Primavera P6 or MS Project.

The tenderer shall provide a proposed programme, for the Port of East London at a minimum **Level 3** showing but not limited to the following:

- Ability to execute the works in terms of the *Employer's* requirements and within the required timeframe indicating, in a logical sequence, the order and timing of the activities that will take place in order to Provide the Works, clearly indicating the capacity & capability to deliver the services in accordance with legislated timeframes for the required authorization processes.
- Dates when the *Consultant and appointed Specialists* will need access to any part of the Site for required site inspections and specialist investigations.
- The *Consultant* indicates how they plan on achieving the following dates and clearly demonstrates them on the schedule per each port location - Start Date, Planned Completion, Important Dates for each process and Completion Date. In addition, the Programme clearly demonstrates adequate provisions for Time Risk Allowance (TRA). Time Risk Allowances are not float, are owned by the Tenderer, can be included in the activity duration and illustrated in the schedule in a code field or as an attachment.
- The Programme must clearly support and demonstrate alignment to the Approach Paper to be submitted as part of T2.1 List of Returnables.

The scoring of the Programme will be as follows:

Programme									
Sub-criteria	Programme must be in Primavera 6 scheduling software or MS Project.	Show the capability meet the required timeframe.	Clearly show the sequencing of all deliverables /activities.	Identify a realistic project critical path.	Identify all relevant project milestones like a project start, important milestones and project completion.	Including Employer project start, site access and completion dates.	Show time risk allowance.	The programme must support the approach paper.	The minimum Programme level must be Level 3.
20	1	2	3	2	3	2	2	3	2
Score 0	The tenderer has submitted no information.								
Score 20	The programme is not in Primavera or MS Project.	The programme exceeds the completion duration by fifteen (15) days.	The activities consist of more than three (3) open-ended activities (Lack predecessors or successors).	The programme does not have a critical path due to open-ended activities.	The tenderer did not address all project milestone requirements.	The tenderer has not addressed all date requirements.	The tenderer has not demonstrated Time Risk Allowance (TRA).	No alignment between programme and approach paper.	The submitted programme does not show level structure.

Score 40		The programme exceeds the completion duration by ten (10) days.	The activities consist of three (3) open-ended activities (Lack predecessors or successors).	The programme does not have a clear critical path due to constraints imposed on activities.	The tenderer has addressed some but not all project milestone requirements.	The tenderer has addressed one (1) date requirement.	The tenderer has demonstrated inadequate provision for Time Risk Allowance (TRA) i.e. TRA in insufficient quantities and not assigned to specific activities and/or critical components of the scope which are known to be subject to uncertainty.	Critical errors and or omissions in alignment between programme and approach paper.	The submitted programme is at Level 1
Score 60		The programme exceeds the completion duration by five (5) days.	The activities consist of two (2) open-ended activity (Lack predecessors or successors).	The programme consists of a critical path, but it is not clearly reflected on the Gantt Chart.	The tenderer has addressed all project milestone requirements, but all are not linked to their main activities.	The tenderer has addressed two (2) date requirement.	The tenderer has demonstrated inadequate provision for Time Risk Allowance (TRA) and is clearly reflected i.e.	Minor errors and or omissions in alignment between programme and approach paper.	The submitted programme is at Level 2

							TRA in insufficient quantities, and not assigned to specific activities and/or critical components of the scope which are known to be subject to uncertainty.		
Score 80		The programme is in line with the completion duration of the project.	The activities consist of one (1) open-ended activity (Lack predecessor or successor).	The programme consists of a critical path and clearly reflected on the Gantt Chart.	The tenderer has addressed all project milestone requirements, but some milestones are not linked to their main activities.	The tenderer has addressed all project milestone requirements correctly, but submission contains logical errors and sequencing which is not accurate and renders the submission unrealistic and unachievable.	The tenderer has demonstrated adequate provision for Time Risk Allowance (TRA) i.e. TRA in sufficient quantities, correctly assigned to specific activities and/or critical components of the scope	Programme and method statement are fully aligned, and submission contains no critical errors or omissions.	The submitted programme is at Level 3

							which are known to be subject to uncertainty.		
Score 100	The programme is in Primavera or MS Project.	Besides meeting the "80" rating, the tenderer has exceeded the expectations by showing an earlier project completion date.	All activities are clearly sequenced with no open-ended activities.	Besides meeting the "80" rating, the tenderer has clearly reflected the project critical path on the Gantt Chart with activities that are logically sequenced.	The tenderer has addressed all milestones requirements correctly and submission contains logic and sequencing which is accurate and renders the submission realistic and achievable.	The tenderer has addressed all date requirements correctly and submission contains logic and sequencing which is accurate and renders the submission realistic and achievable.	Besides meeting the "80" rating, the tenderer has exceeded the required expectations by clearly reflecting a time risk allowance in a form of a column.	Besides meeting the "80" rating, the tenderer has exceeded the required expectations.	The submitted programme is at Level 4 or more.

Attachment A: Copy of the Programme

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

The tender must be able to demonstrate that the project personnel have sufficient knowledge, experience and qualifications to provide the required services and submit the following documents and information as a minimum with the tender: The list below is not exhaustive and may be added to by the tenderer:

1. Organizational structure clearly indicating Management and Specialist Functions. Roles and responsibilities of each team member / Specialist contracted to deliver specified services must be indicated. Key members to be deployed on this specific project.
2. Details of the experience of Team Members/Staff and appointed Specialists that will be undertaking the required services with respect to the Specialist fields outlined below and described in the Scope of Services. Individuals and/or Specialists must have experience in dealing with similar processes and studies.
3. CV's showing the qualifications and experience of individual key staff and Specialist Consultants that will form part of the tenderer's team. It is acknowledged that the required specialist services may not relate to a specific tertiary qualification. In such instances the tenderer must clearly indicate the relevance of an individual's qualification and emphasise experience relating to similar services. Qualifications and experience relating to amongst others the following services to be included:

- Senior Traffic Engineer
- Traffic Engineer
- Traffic Technician

Each CV should address the following, but not limited to:

- Personal particulars:
 - Name.
 - Place(s) of tertiary education and dates associated therewith.
 - Professional awards.
- Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations).
- Name of current employer and position in enterprise.
- Overview of post graduate experience (year, organization and position).
- Outline recent assignments/experience that has a bearing on the *Scope of Services*.

Attached submissions to this schedule:

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The scoring of the staff and resources of the key persons will be as follows:

	Management & CV's of Key Persons (25)		
	Organisational Structure (5)	Relevant experience (10)	Adequacy for the assignment and qualifications (10)
(score 0)	Failed to provide information.		
(score 20)	Organisational Structure provided. No indication of function or Roles and Responsibilities of each team member.	Key staff do not have relevant levels of specialist experience and qualifications.	Key staff does not have project specific education, skills training and experience. Key staff only has a senior certificate.
(score 40)	Organisational Structure provided. Some indication of function of each team member but Roles and Responsibilities not specified.	Key staff have limited levels of specialist experience (more than 1 year but up to 2 years).	Key staff has limited levels of project specific education, skills, training and experience. Key staff only have a higher certificate.
(score 60)	Organisational Structure provided. Function of each team member specified. Roles and Responsibilities included but not adequately detailed.	Key staff have reasonable levels of specialist experience (more than 2 years but up to 4 years).	Key staff has reasonable levels of project specific education, skills, training and experience. Key staff have a 3-year degree or Diploma.
(score 80)	Organisational Structure provided. Function of each team member clearly specified. Roles and Responsibilities clear and detailed.	Key staff have extensive levels of specialist experience (more than 4 years but up to 6 years).	Key staff has extensive levels of project specific education, skills, training and experience. Key staff have a 4-year degree or Diploma.
(score 100)	Detailed Organisational Structure provided, including clear and precise indication of each team members' function and detailed, well-structured description of Roles and Responsibilities.	Key staff have outstanding levels of general experience (more than 6 years).	Key staff have outstanding levels of project specific education, skills, training and experience. Key staff have a Masters or PHD Degree.

T2.2-04: Evaluation Schedule: Previous Experience

Tenderers are required to demonstrate their experience in the delivery of similar *services*, and to this end shall supply a sufficiently detailed reference list with contact details of existing customers and also indicate their previous experience by showing the following:

- The Tenderer and his/her proposed Specialists have relevant experience relating to similar projects which is clearly indicated by a list of projects undertaken in the past 5 years. Lists of projects must be provided for the Tenderer and all specialists that may be required to be sub-contracted.
- A detailed description of the 5 most recent similar projects must be provided for both the Tenderer and all required Specialists.

The table below indicate the method of scoring that will be followed to evaluate the previous experience submitted by the Tenderer:

Index of documentation attached to this schedule:

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Previous Experience (30)		
	List of projects for Tenderer and Specialists (15)	Detailed description of 5 most recent similar projects for Tenderer and Specialists (15)
(score 0)	Failed to provide information.	
(score 20)	The Tenderer and Specialists' previous experience presented has little to no relevance to the scope of this project and did not adequately address the required categories.	Tenderer and Specialists generally have experience in one or two projects relating to scope of services. The tenderer and Specialists show limited or poor evidence of previous experience.
(score 40)	The Tenderer and Specialists previous experience presented in the list of projects has some relevance to the scope of work but lacks detail.	Tenderer and Specialists generally have experience in three (3) projects relating to scope of services. The tenderer and specialists lack convincing evidence of knowledge of previous experience, specific to the services.
(score 60)	The Tenderer and Specialists previous experience presented in the list of projects demonstrates sufficient knowledge and experience to successfully execute this project scope.	Tenderer and Specialists generally have experience in four (4) projects relating to the scope of services. Description of projects indicate that the tenderer and specialists have reasonable and relevant previous experience to the particular requirements of the services.
(score 80)	The Tenderer and Specialists previous experience presented in the list of projects demonstrate a real understanding and substantial evidence of the ability to meet the stated project requirements.	Tenderer and Specialists generally have experience in five (5) projects relating to the scope of services. The tenderer has extensive previous experience in relation to the services.
(score 100)	The Tenderer and Specialists previous experience presented demonstrates real confidence and an extensive understanding in all of the categories as required.	Tenderer and Specialists generally have experience in more than five (5) projects relating to the scope of services. The tenderer has comprehensive previous experience in projects of a similar nature.

T2.2-05: Evaluation Schedule - Approach Paper

The approach paper must respond to the scope of *services* and must outline the proposed approach / methodology in delivering each of the specified processes and services. The Tenderer must ensure that the approach paper clearly distinguishes the specialist services required as outlined in the Scope of Services. The Approach must clearly specify how the Tenderer intends to provide the required services in line with specified/regulated timeframes.

The tenderer must as such explain his / her understanding of the objectives of the *services* 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 should also include and outline processes, procedures and associated resources, to meet the requirements and indicate how risks will be managed.

The Approach Paper must be clearly aligned with the Programme and Organisational structure provided.

The tenderer must attach his / her approach paper to this page. The approach paper should not be longer than 8 pages.

The scoring of the approach paper will be as follows:

Index of documentation attached to this schedule

	DOCUMENT NAME
1	
2	
3	
4	
5	
6	
7	

The scoring of the approach paper will be as follows:

Approach Paper (25)		
	Approach is clearly articulated and based on the Scope of Services (5) A detailed method statement is required covering the traffic analysis method and sequence of all aspects of the works to enable the Employer to assess the impact of the consultant's methods with regards to traffic modelling, practicality, quality, health, safety, risks and accompanying mitigation as well as the environment.	Demonstrates a clear understanding of the project objectives (20) 1. Stakeholder Engagement (5) 2. Traffic Data Capturing and Analysis (5) 3. Traffic Modelling (5) 4. Municipal Approvals (5)
(score 0)	The Tenderer has submitted no information or inadequate information to determine a score.	
(score 20)	The approach paper is not acceptable as it will not satisfy project objectives or requirements.	The tenderer has misunderstood the scope of services and does not deal with the critical aspects of the project.
(score 40)	The technical approach and / or methodology is poor, not realistic and practical and is therefore unlikely to satisfy project objectives or requirements.	The tenderer has misunderstood certain aspects of the scope of services and does not deal with the critical aspects of the project.
(score 60)	The approach is generic and not tailored to address the specific project objectives and requirements.	The approach does not adequately deal with the critical characteristics of the project. The approach to managing risk is too generic.
(score 80)	The approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution.	The approach adequately deals with the critical characteristics of the project. The approach to managing risk etc. is specifically tailored to the critical characteristics of the project.
(score 100)	Besides meeting the "80" rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of state-of-the-art approaches.	The approach paper details ways to improve the project outcomes and the quality of the outputs.

T2.2-06: Authority to submit a Tender

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

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

A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors

B. Certificate for Partnership

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

Name	Address	Signature	Date

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

T2.2-07 Record of Addenda to Tender Documents

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

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

Attach additional pages if more space is required.

T2.2-08 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:

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T2.2-09: Risk Management

Tenderers to review the potential risks associated with the Scope of Services. Demonstrate and outline measures to evaluate and mitigate the perceived risk elements relating to interfaces and commissioning of the scope taking into account the cost, schedule, quality, health and safety and the environment. The tenderer to comprehensively complete a detailed initial risk register with the potential risk associated with the scope. Furthermore, the tenderer shall indicate % probability, % impact, and mitigation plan as the minimum.

Risk category	Details of risk	% Probability	% Impact	Mitigation plan	Where implemented	Results of implementation

T2.2-10: Schedule of Proposed Sub-consultant

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

Note to tenderers:

- In terms of PPPFA Regulation 6 (5), A tenderer may not be awarded points for B-BBEE status level of contributor if the tender documents indicate that the tenderer intends sub-consult more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, unless the intended Sub-consultant is an EME that has the capability to execute the subcontract.
- In terms of PPPFA Regulation 12 (3), A person awarded a contract may not subcontract 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 of contributor that the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the contract.

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

Provide information of the Sub-consultant below:

Name of Proposed Sub-consultant			Address		Nature of services	Amount of Services	Percentage of services
% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships	Military Veterans
	☐	☐	☐	☐	☐	☐	☐

Name of Proposed Sub-consultant			Address		Nature of services	Amount of Services	Percentage of services
% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships	Military Veterans
	☐	☐	☐	☐	☐	☐	☐

Name of Proposed Sub-consultant			Address		Nature of services	Amount of Services	Percentage of services
% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships	Military Veterans
	☐	☐	☐	☐	☐	☐	☐

Name of Proposed Sub-consultant			Address		Nature of services	Amount of Services	Percentage of services
% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships	Military Veterans
	☐	☐	☐	☐	☐	☐	☐

T2.2-11 NON-DISCLOSURE AGREEMENT

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

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

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

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 Bid Document.

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

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

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

2. CONFIDENTIAL INFORMATION

- 2.1 All Confidential Information given by one party to this Agreement [the **Disclosing Party**] to the other party [the **Receiving Party**] will be treated by the Receiving Party as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose [whether in writing or orally or in any other manner] Confidential Information to any other person other than in accordance with the terms of this Agreement.
- 2.2 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Bid or for the subsequent performance of any contract between the parties in relation to the Bid.
- 2.3 Notwithstanding clause 2.1 above, the Receiving Party may disclose Confidential Information:
- 2.3.1 to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 above, provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or
- 2.3.2 to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.4 below.
- 2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.3.2 above, it shall promptly notify the Disclosing Party and cooperate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.
- 2.5 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps [including the institution of legal

proceedings] as shall be necessary to remedy [if capable of remedy] the default and/or to prevent further unauthorised copying, disclosure or use.

- 2.6 All Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights, including intellectual property rights over the Confidential Information whatsoever, beyond those contained in this Agreement.

3. RECORDS AND RETURN OF INFORMATION

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

4. ANNOUNCEMENTS

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

5. DURATION

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

6. PRINCIPAL

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

7. ADEQUACY OF DAMAGES

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

8. PRIVACY AND DATA PROTECTION

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

9. GENERAL

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

T2.2-12: TENDER DECLARATION FORM

NAME OF COMPANY: _____

We _____ do hereby certify that:

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

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

ADDRESS:

Indicate nature of relationship with Transnet:

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

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

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

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

IMPORTANT NOTICE TO RESPONDENTS

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

T2.2-13: REQUEST FOR PROPOSAL – BREACH OF LAW

NAME OF COMPANY: _____

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

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

NATURE OF BREACH:

DATE OF BREACH: _____

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

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDERER

T2.2-14: Certificate of Acquaintance with Tender Documents

NAME OF TENDERING ENTITY:

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

T2.2-15 Service Provider Integrity Pact

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

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

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

The 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:

- a) Private gain or advancement; or
- b) The expectation of private gain, or advancement, or any other advantage accruing to the employee must be declared in a prescribed form.

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

9.3 If a Tenderer/Service Provider/Contractor has or becomes aware of a conflict of interest i.e. a family, business and / or social relationship between its owner(s)/ member(s)/director(s)/partner(s)/shareholder(s) and a Transnet employee/ member of Transnet's Board of Directors in respect of a Tender which will be considered for the Tender process, the Tenderer/Service Provider/ Contractor:

- a) must disclose the interest and its general nature, in the Request for Proposal ("RFX") declaration form; or
- b) must notify Transnet immediately in writing once the circumstances has arisen.

9.4 The Tenderer/Service Provider/Contractor shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any committee member or any person involved in the sourcing process, where this is done, Transnet shall be entitled forthwith to rescind the contract and all other contracts with the Tenderer/Service Provider/Contractor.

10 DISPUTE RESOLUTION

10.1 Transnet recognises that trust and good faith are pivotal to its relationship with its Tenderer / Service Provider / Contractor. When a dispute arises between Transnet and its Tenderer / Service Provider / Contractor, the parties should use their best endeavours to resolve the dispute in an amicable manner, whenever possible. Litigation in bad faith negates the principles of trust and good faith on which commercial relationships are based. Accordingly, following a blacklisting process as mentioned in paragraph 6 above, Transnet will not do business with a company that litigates against it in bad faith or is involved in any action that

reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:

- a) **Vexatious proceedings:** these are frivolous proceedings which have been instituted without proper grounds;
- b) **Perjury:** where a Tenderer / Service Provider / Contractor make a false statement either in giving evidence or on an affidavit;
- c) **Scurrilous allegations:** where a Tenderer / Service Provider / Contractor makes allegations regarding a senior Transnet employee which are without proper foundation, scandalous, abusive or defamatory; and
- d) **Abuse of court process:** when a Tenderer / Service Provider / Contractor abuses the court process in order to gain a competitive advantage during a Tender process.

11 GENERAL

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

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

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

Signature

Date

T2.2-16 : Supplier Code of Conduct

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

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

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

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

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

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

- Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with, and payments to, our suppliers.
- Employees must not accept or request money or anything of value, directly or indirectly, from suppliers.
- Employees may not receive anything that is calculated to:
 - Illegally influence their judgement or conduct or to ensure the desired outcome of a sourcing activity;

-
- Win or retain business or to influence any act or decision of any person involved in sourcing decisions; or

- Gain an improper advantage.

- There may be times when a supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our Suppliers to use our “Tip-offs Anonymous” Hot line to report these acts. (0800 003 056).

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

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

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

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

Conflicts of Interest

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

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

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

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

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

Signed this on day _____ at

Signature

T2.2-17 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 (.....) hereinafter Operator and the Data subject is "Transnet". Operator will process personal information only with the knowledge and authorisation of Transnet and will treat personal information and the information of a third party which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.
- 2.4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this Agreement and the Operator is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.
- 2.5. In terms of this Agreement, the Operator acknowledges that it will obtain and have access to personal information of Transnet and the information of a third party and agrees that it shall only process the information disclosed by Transnet in terms of this Agreement and only for the purposes as detailed in this Agreement and in accordance with any applicable law.
- 2.6. Should there be a need for the Operator to process the personal information and the information of a third party in a way that is not agreed to in this Agreement, the Operator must request consent

from Transnet to the processing of its personal information or and the information of a third party in a manner other than that it was collected for, which consent cannot be unreasonably withheld.

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

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

YES	
-----	--

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

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

3. SOLE AGREEMENT

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

Signed at _____ on this _____ day of _____ 2021

Name: _____

Title: _____

Signature: _____

Name of Company: _____

(Operator)

Authorised signatory for and on behalf of _____ who warrants that he/she is duly authorised to sign this Agreement.

AS WITNESSES:

1. Name: _____ Signature: _____

2. Name: _____ Signature: _____

T2.2-18: Insurance provided by the *Consultant*

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

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

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

T2.2-19: 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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T2.2-20 TRANSNET VENDOR REGISTRATION FORM

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

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

General Terms and Conditions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TRANSNET VENDOR REGISTRATION FORM

TRANSNET VENDOR REGISTRATION 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 xxxxxx):

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	<R10 Million EME		>R10Million <R50Million QSE		>R50 Million Large Enterprise	
--	----------------------------	--	--	--	---	--

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

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

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

A supplier that is not as yet in our value chain that we are assisting in their developmental area.	YES	☐	NO	☐
SUPPLIER DEVELOPMENT BENEFICIARY	YES	☐	NO	☐
A supplier that we are already doing business with or transacting with and we are also assisting them in their developmental area e.g. (They might require training or financial assistance etc.)	YES	☐	NO	☐
GRADUATION FROM ED TO SD BENEFICIARY	YES	☐	NO	☐
When a supplier that we assisted with as an ED beneficiary then gets awarded a business and we start Transacting with.	YES	☐	NO	☐
ENTERPRISE DEVELOPMENT RECIPIENT	YES	☐	NO	☐
A supplier that isn't in our value chain as yet but we have assisted them with an ED intervention	YES	☐	NO	☐

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

Name and Surname		Designation	
Signature		Date	

APPENDIX B

Affidavit or Solemn Declaration as to VAT registration status

Affidavit or Solemn Declaration

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

Signature: _____

Designation: _____

Date: _____

Commissioner of Oaths

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

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

Commissioner of Oaths

APPENDIX C

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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

Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"
Definition of "Black Designated Groups"	"Black Designated Groups means: 1. unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; 2. 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 using the flow-through principle 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 Audited Financial Statements/ Financial Statements and other information available on the latest financial year-end of _(DD/MM/YYYY), 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

TRANSNET NATIONAL PORTS AUTHORITY
TENDER NUMBER: TENDER NUMBER: TNPA/2022/02/0114/RFQ - TRAFFIC ANALYSIS
DESCRIPTION OF THE SERVICES: APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT A TRAFFIC
ANALYSIS FOR THE ADDITIONAL ADMINISTRATIVE FACILITIES AND OFFICE CONSOLIDATION AT
THE PORT OF EAST LONDON.



Date:

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 (**Select one**) of the following enterprise and am duly authorized to act on its behalf:

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

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

3. I hereby declare under Oath that:

- The Enterprise is _____% Black Owned using the flow-through principle 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 Audited Financial Statements/Financial Statements and other information available on the latest financial year-end of __ (DD/MM/YYYY), 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 level)	
At least 51% Black Owned	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	Level Four (100% B-BBEE procurement recognition level)	

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

Deponent Signature: _____

Date: _____

Commissioner of Oaths

Signature & stamp

Date:

TRANSNET NATIONAL PORTS AUTHORITY
TENDER NUMBER: TENDER NUMBER: TNPA/2022/02/0114/RFQ - TRAFFIC ANALYSIS
DESCRIPTION OF THE SERVICES: APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT A TRAFFIC
ANALYSIS FOR THE ADDITIONAL ADMINISTRATIVE FACILITIES AND OFFICE CONSOLIDATION AT
THE PORT OF EAST LONDON.



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.		

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:

APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT A TRAFFIC ANALYSIS FOR THE ADDITIONAL ADMINISTRATIVE FACILITIES AND OFFICE CONSOLIDATION AT THE PORT OF EAST LONDON.

The tenderer, identified in the Offer signature block, has

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

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

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

This Offer may be accepted by the *Employer* by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the *NEC3 PSC Consultant* in the *conditions of contract* identified in the Contract Data.

Signature(s)

Name(s)

Capacity

**for the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

Notwithstanding anything contained herein, this agreement comes into effect on the date of award of contract. Unless the tenderer (now the *NEC3 PSC Consultant*) within five working days of the date of

such receipt notifies the *Employer* in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s)

Name(s)

Capacity

**for the
Employer:**

Transnet SOC (Ltd)

Name &
signature of
witness

Date

Schedule of Deviations

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

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

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

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

PART C2: PRICING DATA

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

C2.1 Pricing instructions: Option A

1.1 The *conditions of contract*

1.2 How the contract prices work and assesses it for progress payments

Clause 11 in NEC3 Professional Services Contract (PSC), June 2005 (with amendments June 2006 and April 2013) Option A states:

- Identified 11 and defined terms 11.2**
- (14) The Activity Schedule is the *activity schedule* unless later changed in accordance with this contract.
- (15) The Price for Services Provided to Date is the total of the Prices for the activities which have been completed. A completed activity is one which is without Defects which would delay immediately following work.
- (18) The Prices are the lump sums for each of the activities on the Activity Schedule unless later changed in accordance with this contract.

1.3 Measurement and Payment

- 1.3.1 The activity schedule provides the basis of all valuations of the Price for Services Provided to Date, payments in multiple currencies and general progress monitoring.
- 1.3.2 The amount due at each assessment date is based on activities and/or milestones completed as indicated on the activity schedule.
- 1.3.3 **The activity schedule work breakdown structure is compiled to the satisfaction of the Employer with any additions and/or amendments deemed necessary.**
- 1.3.4 The *Consultant's* detailed activity schedule summates back to the activity schedule provided by the *Employer* and is in sufficient detail to monitor completion of activities related to the Accepted Programme in order that payment of completed activities may be assessed.
- 1.3.5 The Prices are obtained from the activity schedule. The Prices includes for all direct and indirect costs, overheads, profits, oncosts, risks, liabilities, obligations, etc. relative to the contract.

C2.2 Activity Schedule

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

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

Costs provided for the Traffic Analysis process shall form part of the form of offer to be evaluated as part of the Pricing Schedule.

Activity	Activity Description	Activity Items	Unit		Rate	Quantity	Price of each Activity
A1	Status Quo Study						
A1.1	Collection of Secondary Data						
		Approved developments-Latent demand	1				
		Available data & documentation on terminal operations	1				
A1.2	Collection of Primary Data						
		Traffic counts (Multi modal)	1				
		Parking study (TNPA)	1				
A1.3	Conceptual Designs						
		Creation of car terminal conceptual designs	1				
A1.4	Model Scenarios						
		Development of external traffic model scenarios	1				
		Development of internal traffic model scenarios	1				
A2	Microsimulation - External Traffic						
		Model development	1				
		Status-quo analysis	1				
		Testing conceptual designs for all model scenarios	1				
A3	External Multimodal Traffic Management Plan	Traffic Managment Recommendations	1				
		Recommended conceptual designs	1				
		High level bill of quantities	1				
A4	Microsimulation - Internal Traffic						
		Model development	1				
		Status-quo analysis	1				
		Testing conceptual layouts for all model scenarios	1				
A5	External Multimodal Traffic Management Plan	Traffic management recommendations	1				
		Recommended terminal layout conceptual design	1				
		High level bill of quantities	1				

TOTAL



C1.2 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
		A: Priced contract with activity schedule
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X2 Changes in the law
		X7: Delay damages
		X10 <i>Employer's Agent</i>
		X11: Termination by the <i>Employer</i>
		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	The <i>Employer</i> is (Name):	Transnet SOC Ltd
	Address	Registered address: Transnet Corporate Centre 138 Eloff Street Braamfontein Johannesburg 2000
	Having elected its Contractual Address for the purposes of this contract as:	Transnet National Ports Authority Project Delivery Unit (PDU) 2nd Floor, Mendi Building Transnet National Ports Authority Neptune Road, off Klub Road Port of Ngqura



TRANSNET NATIONAL PORTS AUTHORITY

CONTRACT NUMBER: TNPA/2022/02/0114/RFQ - TRAFFIC ANALYSIS

DESCRIPTION OF THE SERVICES: TRAFFIC ANALYSIS FOR ADDITIONAL ADMINISTRATIVE FACILITIES AND OFFICE CONSOLIDATION AT THE PORT OF EAST LONDON.

11.2(9)	The <i>services</i> are	PROVISION OF TRAFFIC ANALYSIS FOR ADDITIONAL ADMINISTRATIVE FACILITIES AND OFFICE CONSOLIDATION AT THE PORT OF EAST LONDON.	
11.2(10)	The following matters will be included in the Risk Register		
11.2(11)	The Scope is in	Part C3.1: The Scope of the Contract Document	
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.	
13.1	The <i>language of this contract</i> is	English	
13.3	The <i>period for reply</i> is	2 (two) weeks	
13.6	The <i>period for retention</i> is	6 (six) months following Completion or earlier termination.	
2	The Parties' main responsibilities		
25.2	The <i>Employer</i> provides access to the following persons, places and things	access to	access date
		1	12 September 2022
3	Time		
31.2	The <i>starting date</i> is	12 September 2022	
11.2(3)	The <i>completion date</i> for the whole of the services is	31 October 2022	
31.1	The <i>Consultant</i> is to submit a first programme for acceptance within	2 (two) weeks of the Contract Date.	
32.2	The <i>Consultant</i> submits revised programmes at intervals no longer than	4 (four) weeks.	
4	Quality		
40.2	The quality policy statement and quality plan are provided within	2 (two) weeks of the Contract Date.	
41.1	The <i>defects date</i> is	52 weeks after Completion of the whole of the services.	
5	Payment		
50.1	The <i>assessment interval</i> is on the	18th 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 strictly on limits as set out in National Treasury Instructions as amended from time to time.



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		Car hire not exceeding group B	Charged at proven costs strictly on limits as set out in National Treasury Instructions as amended from time to time.
		Accommodation	Charged at proven costs strictly on limits as set out in National Treasury Instructions as amended from time to time.
51.1	The period within which payments are made is	Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.	
51.2	The <i>currency of this contract</i> is the	South African Rand (ZAR).	
51.5	The <i>interest rate</i> is	The prime lending rate of the Standard 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 R10 000 000.00 (Ten Million Rand) in respect of each claim, without limit to the number of claims	52 Weeks



	death of or bodily injury to a person (not an employee of the <i>Consultant</i>) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i>	General Third Party Liability Insurance for all amounts falling within the excess of the policy, currently R50 000.00 (Fifty Thousand Rand) each and every claim, and/or for all amounts in excess of the policy limits as detailed in the policy document or whatever the <i>Consultant</i> deems desirable in respect of each claim, without limit to the number of claims	0 Weeks
	death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Consultant</i> 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.	0 Weeks
	Motor Vehicle Liability Insurance	Comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity for an amount of not less than R 10 000 000.00	
81.1	The <i>Employer</i> provides the following insurances	Professional Indemnity insurance in respect of failure of the <i>Consultant</i> 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 <i>Consultant</i>) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i>	



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	<i>For all matters covered under the Employer's Professional Indemnity (PI) and General Third Party Liability policies, the Consultant's liability will be limited to the excesses applicable under the Employer's Professional Indemnity and General Third Party Liability policies as detailed in the policy wordings. The current excesses amounts to R5 000 000.00 (Five Million Rand) PI and R50 000.00 (Fifty Thousand Rand) General Third Party Liability, respectively, each and every claim. For all matters not covered under the Employer's Professional Indemnity and General Third Party Liability policies the Consultants liability will be limited to the final total of the Prices.</i>
9	Termination	No additional data required for this section of the <i>conditions of contract</i> .
10	Data for main Option clause	
A	Priced contract with activity schedule	
21.3	The <i>Consultant</i> prepares forecasts of the total of the <i>expenses</i> at intervals of no longer than	4 (four) weeks.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is	Both parties will agree to an <i>Adjudicator</i> as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i> , the Chairman of the Association of Arbitrators (Southern Africa) will appoint an <i>Adjudicator</i> .
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Association of Arbitrators (Southern Africa)
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	The latest addition of the South African Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)
	The place where arbitration is to be held is	Port Elizabeth, South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or - if the <i>arbitration procedure</i> does not state who selects an arbitrator, is	The Chairman of the Association of Arbitrators (Southern Africa)
12	Data for secondary Option clauses	
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.



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X7	Delay damages	
X7.1	Delay damages for late Completion of the whole of the <i>services</i> are	R100.00 per day
X9	Transfer of rights	The <i>Employer</i> owns the <i>Consultant</i> rights over any of the material whatsoever prepared for the <i>Services</i> of this Contract by the <i>Consultant</i> . The <i>Consultant</i> provides on request by the <i>Employer's Agent</i> , all documentation in whatever form as required (native's, PDF's, CD's, etc) and all other material items which transfer these rights to the <i>Employer</i> .
X10	The <i>Employer's Agent</i>	
X10.1	The <i>Employer's Agent</i> is	
	Name:	Thokozani Mhlongo
	Address	2nd Floor, Mendi Building Transnet National Ports Authority Neptune Road, off Klub Road Port of Ngqura
	The authority of the <i>Employer's Agent</i> is	Fully empowered to act on behalf of the <i>Employer</i> for the services covered by the contract.
X18	Limitation of liability	
X18.1	The <i>Consultant's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	Nil
X18.2	The <i>Consultant's</i> liability to the <i>Employer</i> for Defects that are not found until after the <i>defects date</i> is limited to:	The cost of correcting the defect (The Total of the Prices)
X18.3	The <i>end of liability date</i> is	2 (Two) years after Completion of the whole of the <i>services</i> .
Z	Additional conditions of contract	
	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 4 (four) 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 guaranteed by the constituents from time to time;
 - ii. the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture

Z1.2

Insert additional core clause 21.6

21.6. The *Consultant* shall not alter its composition or legal status of the Joint Venture without the prior approval of the *Employer*.

Z2 Additional obligations in respect of Termination



Z2.1	The following will be included under core clause 90.1: In the second main bullet, after the word 'partnership' add 'joint venture whether incorporate or otherwise (including any constituent of the joint venture)' and Under the second main bullet, insert the following additional bullets after the last sub-bullet: - commenced business rescue proceedings - repudiated this Contract
Z2.2	<i>Clause 90.5 is added as an additional clause</i> Where all or part of the Services are suspended for a period of six months or more either party may terminate the Contract by notifying the other.
Z3	Right Reserved by the <i>Employer</i> to Conduct Vetting through SSA
Z3.1	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: - 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. - 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. - 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.
Z4	Additional Clause Relating to the <i>Employer's</i> rights to take appropriate action



Z4.1	The contract award is made without prejudice to any rights the <i>Employer</i> may have to take appropriate action later with regard to:	Any declared, exposed or confirmed tender rigging.
Z4.1.1		The <i>Consultant</i> further undertakes: not to give or cause any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract.
Z 4.1.2		To comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the <i>Employer</i> is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.
Z4.1.3		The <i>Consultant's</i> breach of this clause constitutes grounds for terminating the <i>Consultant's</i> obligation to Provide the Services or taking any other action as appropriate against the <i>Consultant</i> (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.
Z4.1.4		If the <i>Consultant</i> is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuity, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the <i>Employer</i> , the <i>Employer</i> shall be entitled to terminate the contract forthwith and take any other action as appropriate against the <i>Consultant</i> (including civil or criminal action).
Z4.2	The contract award is made without prejudice to any rights the <i>Employer</i> may have to take appropriate action later with regard to:	Politically Exposed Persons including any allegations with regards to State Capture.
Z4.3	The contract award is made without prejudice to any rights the <i>Employer</i> may have to take appropriate action later with regard to:	Blacklisting by any State Entity on the National Treasury database.
Z5	Protection of Personal Information Act	



Z5.1	The <i>Employer</i> and the <i>Consultant</i> are required to process information obtained for the duration of the Contract in a manner that is aligned to the Protection of Personal Information Act.
Z6	Time
Z6.1	<i>Clause 33.2. is added as an additional clause.</i> 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.
Z7	Compensation Events
Z7.1	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> .
Z8	Limitation of liability
Z8.1	Add to core clause 82.1 and X18 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>.
Z9	Additional clauses relating to cession of rights
Z9.1	The <i>Consultant</i> shall not cede any rights under this contract without the approval of the <i>Employer</i> .
Z9.2	The <i>Employer</i> may on written notice to the <i>Consultant</i> cede and assign its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the <i>Employer</i> .
Z10	Additional clauses relating to interpretation of the law
Z10.1	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.



Z11 ***Employer's Step in rights***

Z11.1	If the <i>Consultant</i> defaults by failing to comply with his obligations and fails to remedy such default within 2 weeks of the notification of the default by the <i>Employer's Agent</i>, the <i>Employer</i>, without prejudice to his other rights, powers and remedies under the contract, may remedy the default either himself or procure a third party (including any <i>sub-consultant</i> or supplier of the <i>Consultant</i>) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the <i>Consultant</i>.
Z11.2	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.



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) 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 151 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</i> key persons are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job Responsibilities: Qualifications: Experience:	
Info.		CV's (and further <i>key persons</i> data including CVs) are appended to Tender Schedule entitled.....
11.2(3)	The <i>completion date</i> for the whole of the services is	31 October 2022
11.2(10)	The following matters will be included in the Risk Register	
11.2(13)	The <i>staff rates</i> are:	name/designation rate



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25.2	The <i>Employer</i> provides access to the following persons, places and things	access to	access date
		1	Port of East London
			12 September 2022

31.1	The programme identified in the Contract Data is
------	--

50.3	The <i>expenses</i> stated by the <i>Consultant</i> are	item	amount
------	---	-------------	---------------

A	Priced contract with activity schedule
11.2(14)	The <i>activity schedule</i> is in
11.2(18)	The tendered total of the Prices is
	(in figures)
	(in words),
	excluding VAT

Port of East London

Additional Administrative Facilities and Office Consolidation

TNPA/2022/02/0114/RFQ - TRAFFIC ANALYSIS

**Scope of Services: Appointment of a Service Provider to conduct a
Traffic Analysis for the Additional Administrative Facilities and Office
Consolidation at the Port of East London.**

PART C3: SCOPE OF SERVICES

Document reference	Title	No of pages
C3.1	The Scope	17
	Total number of pages	17

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Appendix B: Standard Symbols

Appendix C: CAD STANDARDS (ENG-STD-0001)

Appendix D: QAL-STD-0001

Appendix E: DOC-STD-0001

Glossary

The definitions listed below apply to this document.

Abbreviations	Definition
CEMP	Comprehensive Emergency Management Plan
DEA	Department of Environmental Affairs
ECC	Engineering and Construction Contract
EL	East London
EMP	Environmental Management Plan
EPCM	Engineering, Procurement and Construction Management
HSE	Health, Safety and Environment
NEC3	New Engineering Contract
OHS	Occupational Health and Safety
OTR	Owner's Team Representative
PPE	Personal Protective Equipment
QA	Quality Assurance
QC	Quality Control
QCP	Quality Control Procedure
SANS	South African National Standards
SES	Standard Environmental Specification
SHEQ	Safety, Health, Environment and Quality (Management System)
TGC	Transnet Group Capital
TIA	Traffic Impact Assessment
TMH	Technical Methods for Highway
TMP	Traffic Management Plan
TNPA	Transnet National Port Authority
TPT	Transnet Port Terminals
Transnet	Transnet SOC Ltd
BCMM	Buffalo City Metropolitan Municipality

1. Employer's Objectives

The objective of the Employer is to procure services of a traffic analysis consultant for the purpose of obtaining detailed data, in order to provide information for the design of a new admin building and new engineering workshops at the Port of East London. The proposed development will occur within Portions of Erven 15838 and 33367, East London. The site is located to the west of Hely Hutchinson Road towards the Port of East London port control. The Hely Hutchinson Road and Ganteaume Crescent is about 185m North East of the site. There are existing facilities on the proposed site and it is anticipated that they will be demolished with the exception of the existing admin building. It is also anticipated that in the near future, a college will be established south west of the proposed site on Erf 15841 and therefore its impact must be determined in the traffic study. Due to the proposed future college, new admin building and engineering workshops, the number of cars to the site and other port facilities will increase. The increase in traffic generation will cause uncertainties in the traffic flow to the site, surrounding road network and the port facilities within the vicinity of the site. The traffic analysis consultant is therefore expected to provide the employer with traffic analysis professional services necessary for the successful delivery of the proposed development.

2 Executive Overview

The Port of East London is in the process of establishing additional administrative facilities and engineering workshops in line with the Port's requirements. The Port is experiencing a great shortage of office accommodation, thus a decision has been taken to pursue the opportunity to construct a new admin building to cater for existing and additional staff. The new admin building will not only accommodate the current and future staff but also consolidate the existing staff into one building. The proposed development will occur within Portions of Erven 15838 and 33367 East London. The proposed site will comprise of an existing admin building, a new admin building and new engineering workshops. The employer also intends to convert an existing building south west of the proposed site on Erf 15841 into a college in the near future. It is envisaged that the college will enrol about 60-100 learners and 15 permanent staff inclusive of two security guards. Additionally, the building has a walk-in-centre, customer information centre, and an auditorium which is open to the public (see figure 1).



Figure 1: Proposed site for new admin building and engineering works and the proposed site for the college.

3 Scope of Services

The consultant is required to conduct traffic impact studies for parking accommodations, internal roads, intersections, cul-de-sac turning circles, entrances/exits to the main road for the current and proposed administrative facilities and engineering workshops within the proposed project boundary. The aim of the outcome is to assess the traffic flow and provide mitigation measures to reduce the impact on Port and other stakeholder activities at the Port of East London. The key objectives are as follows:

3.1 External Road Network

The external road network outside the proposed site for the new admin building and engineering workshops is assessed using the Traffic Impact Assessment (TIA). This includes but is not limited to:

- Status quo assessment of the areas surrounding the proposed admin building and engineering workshops consisting of transport inventory, traffic counts, traffic operational analysis and assessment.
- Road network mitigating measures for existing and additional traffic operations and capacity constraints that may be identified in the status quo assessment.
- Sourcing the existing and latent land use rights from available records at the land use management department. This would be used for traffic demand estimation.
- Assess the traffic impacts of future traffic growth taking into consideration modal splits, if any, as well as the approved latent land use rights.
- Carry out the traffic demand, traffic distribution, traffic assignment and traffic capacity assessment for latent land use rights for the base year scenario to determine road network traffic operations and requirements.
- Carry out a development potential scenario/spare capacity assessment for the internal roads intersection to the existing roads and the external road improvements that can be implemented over and above the improvements required to accommodate the latent land use rights.
- Analyse the capacity of the intersections at which traffic counts will be conducted. The capacity analysis should be undertaken by the use of a trusted computer software.
- Evaluate the site access in terms of location, capacity and queue storage requirements.
- Liaison with internal and external stakeholders (Buffalo City Municipality, TNPA, TPT, TGC & other external stakeholders).
- Conceptual drawings of the proposed mitigation measures.
- Compilation of the TIA report and submission to the BCMM for approval.

3.2 Internal Road Network

The internal road network that will service the current and proposed admin buildings and engineering workshops is assessed using the Traffic Management Plan (TMP). This includes but is not limited to:

- Preparation of a Traffic Management Plan (TMP). TMP to address vehicles, pedestrians and heavy vehicles. TMP to also address access control and circulation for vehicles, pedestrians and heavy vehicles.
- Assessment of the proposed parking areas, identify shortcomings, collate information and propose alternatives based on the current internal conceptual layout.
- Internal Layout – Micro simulation of internal traffic flow.
- Liaison with internal and external stakeholders (BCMM, TNPA, TGC).
- Internal Traffic Signs and Markings
- Compilation of the TMP report and submission to TGC.

4 Services and Deliverables Required

4.1 Traffic Impact Assessment (TIA)

An investigation is required to assess the distribution of the vehicles at the Port. The submitted TIA must include the following sections, as outlined by TMH16:

1. Introduction
2. Traffic Impact Assessment Cover
3. Cover letter
4. Development particulars
5. Primary study area
6. Secondary study area
7. Background information
8. Site investigations
9. Approval by other planning authorities (TNPA, TPT, MBSA, etc.)
10. Traffic demand estimation (detailed below)
11. Demand-side mitigation
12. Proposed improvements
13. Traffic Impact Assessment Scenarios
14. Improvement costs (external services)
15. Engineering Service Contributions
16. Conclusions and recommendations

The abovementioned traffic demand estimation is required for intersections located within the parking areas.

The following sections must be included in the submission:

1. Traffic Demand parameters
 - Assessment years
 - Assessment hours
 - Peak hour factors
2. Background traffic demand estimation
 - Introduction
 - Traffic counts
 - Traffic growth
 - Existing exercised land-use rights
 - Trip generation by other developments
 - Redistribution of background traffic
3. Trip generation
 - Trip generation rates
 - Modal split
 - Trip types
4. Trip distribution and assignment
 - Introduction
 - Trip types
 - Pass-by trips
 - Diverted trips (if any)
 - Transferred trips
 - Primary trips
 - Traffic assignment
5. Total Traffic Demand
 - Introduction
 - Required information
6. Multimodal Traffic Demand
 - Introduction
 - Demand estimation

4.2 Traffic Management Plan (TMP)

A Traffic Management Plan must be prepared and address the flow of vehicles and pedestrians for all the proposed parking areas. The following guidelines must be included in the TMP:

1. Project Information
 - Purpose and Scope
 - Project Location
 - Site Constraints
 - TMP Objectives
 - Site Owner Representative
2. Vehicle and Pedestrian Operations
 - Nature of Operations
 - Details of Operations
 - Areas of Site Operations
 - Existing Traffic and Speed Information
3. Planning
 - Risk Identification And Assessment
 - Traffic Assessment
 - Proposed Speed Zones
 - Parking Facilities and Site Capacity
 - Heavy Vehicles
 - Pedestrian Crossings
 - Site Assessment
 - Operations Programming
 - Emergency Planning
 - Consultation And Communication With Relevant Stakeholders
4. Implementation
 - Hazard Identification, Risk Assessment and Control
 - Traffic Flow Diagrams
5. Management Review

4.3 Summary Scope of Services

Summary of scope of services shall include the following:

- Prepare a Traffic Impact Assessment (TIA).
- Prepare Traffic Management Plan (TMP).
- Develop and present a simulation model.

-
- Model different scenarios taking into account unscheduled events.
 - A total of three projected traffic scenarios are to be developed. The respective scenarios are to include 1, 2 and 5 year projections.

4.4 Documentation Preparation Requirements

4.4.1 Quality

Documentation shall be of the highest quality to allow immediate and accurate use by the Project Manager, i.e., without any need for interpretation due to possible illegibility, or prints / copies of poor quality.

Any illegible or indecipherable drawings will be systematically rejected and returned to the Contractor, who shall in no case allege documentation being rejected and returned as a reason for any delay affecting delivery. All documentation shall have sufficient borders for punching as required for filing purposes.

4.4.2 Standards and Codes

All documentation shall conform to the latest revisions of the following, i.e.:

- SANS 10111 - Code of Practice for Engineering Drawings, or
- SANS 10143 - Building Drawing Practice, or
- ISO 9001:2000 - Quality Management Systems Requirements.

4.4.3 Language

All drawings and documents shall be in English.

4.4.4 Units and Dimensions

All units and dimensions on the Contractor's documentation shall be in SI units, unless otherwise specified.

4.4.5 Sizes of Documentation

4.4.5.1 Drawings

The following standard drawing sizes shall be used:

- A3 - 277 x 420mm
- A2 - 420 x 594mm
- A1 - 594 x 841mm
- A0 - 841 x 1189mm

Note:

- Drawings wider than A0 are not acceptable to the Project Manager.
- Hard copy drawings shall be printed out at actual size, e.g. shall not print A1 size when drawing size is A0.
- A4 drawings are prohibited unless issued as part of a document.

4.4.5.2 Other Documents

All the Contractor's documentation other than drawings shall be prepared on standard A3 or A4 size sheets suitable for insertion into an A4 (W71) hard-core binder (file).

All documentation shall have sufficient borders to allow for punching.

4.4.6 Documentation with Multiple Sheets

4.4.6.1 Drawings

If a series of drawings of a particular area is produced by the Contractor which may have fifty (50) or more sheets one sequential drawing number shall be used with a series of sheet numbers.

Where more than one sheet is used, the first sheet (numbered 01) shall incorporate an index for all the other sheets in the series, including their current revision status and date.

4.4.6.2 Documents

The Contractor's documents with several sheets (e.g. data sheets, reports, etc.) shall be compiled as sets, i.e. a multi sheet document identified as a single document with a single document number. Thus, each sheet is identified individually, e.g. "sheet 10 of 15" and all documents shall be numbered from page 2 onwards.

Each set shall include a Table of Contents and the identification data shall as a minimum contain the following, i.e. the document number, revision number, page number and continuation information shall appear on every page of the multiple page documents. The front sheet of each document shall be page 1; however the number or wording "page 1" is not shown on the first page.

4.4.7 Details Required on Documentation

Each drawing and document shall be identified with the following information, i.e.:

- Project Name and Number
- Contract Number or Purchase Order Number
- Equipment Tag Number(s) (if applicable)
- Manufacturer's model / type (if applicable)
- Official Name of Contractor's Company
- Contractor's Reference Number
- Project Document or Drawing Number
- Electronic File Name (identical to the Employer's Document or Drawing Number and not the Contractor's Document or Drawing Number)
- Identification and signature of Originator, Checker, Approver, PR Eng, etc.
- Complete Descriptive Title
- Revision
- Date

4.5 Electronic Documentation Requirements

No "Protection" or "password" will be placed on electronic files.

Electronic submissions shall conform to the minimum quality standard as listed below, i.e.:

- File Formats to be submitted.
- All deliverables submitted by the Contractor must be supplied in the formats listed below, and be editable using the software listed in Table 1. Only exceptions that have prior approval from the Project Manager will be accepted. Software used shall be the latest generation, and where appropriate, shall be regularly upgraded.

Note:

All electronic documents shall be submitted in Adobe Acrobat (PDF) format and the 'Native' file shall be included at the final submission.

Table 4.1: Acceptable File Formats

Document Type	Description
Drawings	Native: Assessable in AutoCAD, Civil Designer and Microstation Published In: Adobe Acrobat (PDF) version 7 or later
Data Sheets (other than instrumentation)	Native: MS Excel 2003 or later Published In: Adobe Acrobat (PDF) version 7 or later
Data Sheets (Instrumentation)	Native: As per software used or as otherwise specified in Contract Published In: Adobe Acrobat (PDF) version 7 or later
Engineering Data Lists	Native: MS Excel 2003 or later Published In: Adobe Acrobat (PDF) version 7 or later
Calculation Outputs / Results	Native: As per software used or as otherwise specified in Contract Published In: Adobe Acrobat (PDF) version 7 or later
Document Viewers – Redlining	Adobe Acrobat v7 minimum with "Comments" enabled
All Reports	Native: MS Word 2003 or later Published In: Adobe Acrobat (PDF) version 7 or later
Report supporting Data including: Calculations, Charts, Graphs, Indexes, etc.	Native: As per software used or as otherwise specified in Contract Published In: Adobe Acrobat (PDF) version 7 or later
Manuals	Native: MS Word 2003 or later Published In: Adobe Acrobat (PDF) version 7 or later
General Documents	Native: MS Word 2003 or later Published In: Adobe Acrobat (PDF) version 7 or later
Presentations	Native: MS PowerPoint 2003 or later Published In: Adobe Acrobat (PDF) version 7 or later
Colour Photographs / Scanned Images	Native File format: JPG Compression level 1%
Graphic Imagery	Published images in: TIF uncompressed or WMF Native image format: Corel Draw 7 CDR file Adobe Photoshop 7.0 PSD PowerPoint 2000 PPT file

Project Schedules	Native: Primavera P6 (preferred)
	Native: MS Project
	Published In: Adobe Acrobat (PDF) version 7 or later
Databases (preferred)	MS SQL Server 2000
Databases (non-preferred)	ODBC compliant
	Microsoft Access 2003
Data Compression	Software: WinZip 8.0
Other General Project Data	Native: Microsoft Office 2003 application or later
	Published In: Adobe Acrobat (PDF) version 7 or later

4.5.1 Native File

Native files shall be clean of all extraneous fonts, formats and styles to ensure inadvertent reformatting and format adjustments or difficulties that do not eventuate in downstream handling of documents.

4.5.2 Adobe Acrobat (.PDF) Files

PDF files shall be of a high quality and without dark background shading as definition may otherwise become lost.

The quality of Adobe Acrobat (.PDF) files shall be such that a hardcopy of a laser printed A1 Adobe Acrobat (.PDF) drawing can clearly be read in A3 size. Similarly A3 and A4 Adobe Acrobat (.PDF) file quality shall be such that hardcopy of a laser printed A3 or A4 Adobe Acrobat (.PDF) document can clearly be read in A4 size.

The Contractor shall physically test and confirm this prior to transmitting Adobe files.

PDF files shall be saved as "Reader Extent" to make provision for the use of electronic signatures.

PDF files shall be "Optimized" to improve Quality and then "Reduce File Size" through Adobe.

4.5.3 Databases

Databases shall be presented in compatible format on CD Rom as specified in Table 1. Multi format documents (created from several files) shall be combined and submitted as a single Adobe Acrobat (.PDF) file.

4.5.4 Drawing Files

These shall be submitted in Adobe Acrobat (.PDF) and the 'Native' file format shall be submitted on the final submission unless otherwise specified. 'Native' files shall include reference / border files, etc.

A single file shall be submitted per document, i.e., under no circumstances shall different drawings with different numbers appear on one sheet under one file name, nor shall a drawing with multiple sheets be saved into one electronic file.

All CAD drawings shall be contained in one single merge file, any form of ex Ref or Reference File will not be accepted.

4.5.5 Sketches

These shall be A3 or A4 size scanned as Adobe Acrobat (.PDF) file.

4.5.6 Text Documents

Each page of a single document shall be collated into one file. The "wet" signature Contractor Review Label (CRL) coversheet, where required, is inserted at the beginning of the document prior to review.

4.5.7 Tables / Diagrams

These shall be A4 and A3 size only.

4.5.8 Reports

Reports containing Word, Excel, DGN, DWG, brochures, etc. shall be compiled as one Adobe Acrobat (.PDF) file.

Note:

Original colour hardcopies shall be scanned in colour to ensure all details of paper documents.

4.5.9 Photo's / Video's

Prints should be submitted of conventional photographs or prints and digital files of electronic images, or as specified by the Project Manager.

4.5.10 Security

Files shall be clear of known viruses and extraneous (irrelevant) macros. The Contractor shall at all times have the latest generation of virus protection software. The Contractor shall ensure appropriate security systems are in place to prevent unauthorized electronic distributions and (or) unauthorized editing or manipulation of electronic files.

4.5.11 Scanning Requirements

Where possible 'native' files shall be converted to PDF rather than scanned from hardcopy. Where this cannot be done all drawings and documents shall be manually scanned black and white except where colour image and fonts are required or necessary.

The settings below should be adhered to where possible and may vary depending on scanning software used. Where images rendered with these settings are unreadable, operators shall use their discretion, and adjust colour depth and resolution accordingly.

4.5.12 Scan Settings

- Resolution:-
Black and White - 200 dpi
Colour - 100 dpi
Fine Line Drawings - 300 dpi
- Image Type:-
Black and White - 1 Bit
Colour Line Drawings - 8 Bit (256 colours) minimum
Colour photos and rendered images - 24 Bit
Use automatic threshold to determine the white and black points
- Other Criteria to Adhere to:-
Rotate to correct reading (i.e. viewable at correct orientation)
De-skew (i.e. straighten if on a slant)
De-speckle (i.e. remove background dirt)
Optimized (i.e. reduce file size)

Note:

When a scanned drawing is printed to be re-scanned, subsequent to, e.g. mark-ups or signatures, then it shall be scanned at a setting of 400 dpi.

5 Programme

The following serves as a guideline of the time-frame which the *Consultant* must adhere to:

- | | |
|--|---------|
| ○ Project plan: | 1 week |
| ○ Stakeholder Engagement & approvals | 2 weeks |
| ○ Traffic Survey and Micro-Simulation Model: | 4 weeks |
| ○ Traffic Model TMP: | 2 weeks |

6 Schedule of Quantities

Rates for items of the service to be provided by the *Consultant* are indicated below. The rates tendered to produce the required service as specified in TMH16 shall include full compensation for all labour, plant and materials including, but not limited to travel, producing and submitting drawings, electronic media and field books, as required to the offices of the Engineer within the agreed stipulated contract period.

The following Activity Schedule only serves as a guideline of the Activity Schedule to be submitted by the *Consultant*. The activities may be combined and/or separated to suit the tenderer's particular methods.

Table 6.1: Activity Schedule Guideline

Activity No	Activity Description	Unit	Rate	Quantity	Price of each activity
(A) Traffic Impact Assessment					
A1	Status Quo of current Traffic Assessment	Sum		1	
A2	Latent Development (Point Area)	Sum		1	
A3	Liaison with Buffalo City (EL) Traffic Authorities	Sum		1	
A4	Develop a Micro-Simulation Traffic Model (Access control to Site)	Sum		1	
A5	Modelling of Scenarios including non-scheduled events	Sum		1	
A6	Compilation of report and Conceptual drawings	Sum		1	
(B) Traffic Management Plan					
B1	Preparation of a Traffic Management Plan (TMP). TMP to address vehicles, pedestrians and heavy vehicles. TMP to also address access control and circulation for vehicles, pedestrians and heavy vehicles.	Sum		1	
B2	Assessment of current parking areas, identify shortcomings, collate information and propose alternatives	Sum		1	
B3	Internal Layout – Micro Simulation of internal activities	Sum		1	
B4	Internal Traffic Markings and Signs	Sum		1	
B5	Liaison with Internal and External Stakeholders (Buffalo City Municipality, TGC, TPT, MBSA)	Sum		1	
Total Price to be carried over to the Form of Offer & Acceptance					

7 Health and Safety Requirements

Prepare and submit for approval a Health and Safety file in terms of Transnet's Health and Safety requirements for Consultant working on Transnet property. In terms of this file, the *Consultant* will be responsible for the implementation of the obligations contained in Health and Safety file. The *Consultant* must prepare and submit for approval a Health and Safety file in terms of Transnet's Health and Safety requirements for Consultant working on Transnet property. In terms of this file, the *Consultant* will be responsible for the implementation of the obligations contained in Health and Safety file and Occupational Health and Safety Act 85 of 1993. A copy of the file will be kept by TGC and be available on site. There are requirements of the Consultant in terms of Health and Safety. These are described below:

- a) Legal Appointments and proof of competencies for the Delegated Authority 16(2), Supervisor 8(7), Safety officer 8(5) or SHE Rep 17(1) and First Aider (Trained).
- b) First Aid Box with all the required contents.
- c) Valid letter of good standing for the Consultant, a copy of WCL2 form and ID copies for all on site.
- d) Safety Daily Task Instruction (Safety Talk) to be done daily before work commences.
- e) Health & Safety Plan for the Consultant correlating with TGC Health & Safety Specification.
- f) Organogram of supporting structure (this document must provide all persons appointed in terms of the OHS Act 85 of 1993).
- g) Baseline Risk Assessment with all the activities that will be performed on site.
- h) Method statement for the tasks.
- i) Safe work procedure for the tasks.
- j) Proof that issue register system in place for P.P.E.
- k) Valid medical certificates of fitness done by an Occupational Health Practitioner for all on site work-force.
- l) Proof of induction training received.
- m) Section 37(2) mandatory agreement between Client – Consultant.
- n) Proof of alcohol testing register of all on site daily done by the trained person.
- o) Risk Assessment covering all the tasks and hazards on site including Overhead Wires and Moving Trains

The above mentioned points are the minimum safety requirements.

The PRE SITE AUDIT will provide an indication of what will be required in terms of Health and Safety prior to the *Consultant* commencing with the work. Please note that this is standard audit and some of requirements may not be applicable for this investigation.

8 Environmental Constraints and Management

- The following environmental documents provide the minimum acceptable standards and requirements as stipulated below and shall be adhered to:
 - a) Transnet SOC Limited – SHEQ Policy
 - b) Transnet Group Capital – HSE Policy
 - c) Construction Environmental Management plan
 - d) Standard Environmental Specifications (ENV-STD-001 and ENV-STD-002)
 - e) The relevant authorisation as issued by DEA.

- The Consultant shall where applicable perform the works and all survey activities within the Site and Working Areas having due regard for the environment and environmental management practices.
- The SES describes the minimal acceptable standard for environmental management for the range of environmental aspects commonly encountered on construction projects and sets environmental objectives and targets, with which the Consultant must comply.
- The Consultant shall where applicable submit an environmental file to the Employer for approval. No work on site shall be permitted until the file is approved.
- Where relevant, the Consultant shall provide detailed method statements, as required by the Technical Officer or Environmental Officer. The Consultant shall maintain records of checks, audits and environmental monitoring, as required by the CEMP and SES.
- The Consultant shall sign the Declaration of Understanding and the original signed copy must be submitted to the Employers Technical Officer prior to the start of the works.
- The Consultant shall comply with the specifications of the CEMP and abide with the Employer's Technical Officer's instructions regarding the implementation of the CEMP.
- The Consultant shall where applicable appoint a suitably qualified SHE Officer with environmental management background in possession of environmental certificate which is equivalent to NQF level 7 whose role is to ensure compliance with the CEMP.
- The Consultant shall where applicable submit the name and CV of the Consultant's SHE Representative as well as an Environmental Plan detailing roles and responsibilities. This will be for the Employer's Technical Officer's approval and no work can commence on site if this has not been done.
- Should the Consultant's SHE Representative change from that person identified during either the tender documentation, or the construction period, the Consultant shall submit a CV of a replacement of Environmental Officer for approval by the Employer's Environmental Officer and Employer's Technical Officer. No work can proceed until the replacement Environmental Officer has been approved.
- The Consultant is required to submit an Environmental Management Plan with the Tender documents. The EMP should describe relevant roles and responsibilities, and how potential environmental impacts will be identified and managed including the monitoring and recording thereof.
- The Consultant is required where applicable to allow for sufficient environmental budget for the implementation of environmental requirements.

9 Quality Assurance Requirements

- The onus rests entirely on the Contractor to produce work which will conform in quality and accuracy of detail to the requirements of the Specifications and Drawings, and the Contractor must, at his own expense, institute a quality management system and provide experienced technical staff together with all transport, instruments and equipment to ensure adequate supervision and positive control of the works at all times.
- The successful *Consultant* must liaise with other stakeholders of the project (TPT) to develop project data. The consultant is to report on progress once a week to Transnet Capital Projects and will be required to attend progress meetings every two weeks.

-
- The *Consultants* must clearly demonstrate their technical ability, experience and availability of resources to complete the project within the required timeframes. A detailed approach and methodology is also required to demonstrate an understanding of the project requirements and complexities.
 - The *Consultant* develops and maintains a comprehensive register of documents that will be generated throughout the contract, including all quality related documents, as part of its Project Quality Plan.
 - The Quality Management System shall conform to International Standard ISO 9001:2008 (Quality Management System Requirements).
 - The Project Quality Plan means the *Consultant's* statement, which outlines strategy, methodology, resources allocation, Quality Assurance and Quality control coordination activities to ensure that the *works* meet the standards stated in the *Works Information* (Ref: QAL-STD-0001 GENERAL QUALITY REQUIREMENTS FOR CONTRACTORS AND SUPPLIERS).
 - A proposed inspection, test and quality plan based on ISO 9000 standards, indicating the main activity/material control, shall be provided with the submission.
 - The Employer's Agent indicates those documents required to be submitted for information, review or acceptance and the *Consultant* indicates such requirements within his register of documents. The register shall indicate the dates of issue of the documents with the *Employer's Agent* responding to documents submitted by the *Consultant* for review or acceptance within the period for reply prior to such documents being used by the Consultant (Ref: DOC-STD-0001 CONTRACTOR DOCUMENTATION SUBMITAL REQUIREMENTS).

TRANSNET NATIONAL PORTS AUTHORITY

CONTRACT NUMBER: TNPA/2022/02/0114/RFQ - TRAFFIC ANALYSIS

DESCRIPTION OF THE SERVICES: APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT A TRAFFIC ANALYSIS FOR THE ADDITIONAL ADMINISTRATIVE FACILITIES AND OFFICE CONSOLIDATION AT THE PORT OF EAST LONDON.

Appendices

TRANSNET NATIONAL PORTS AUTHORITY

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Appendix A

Site Layout Drawings

TRANSNET NATIONAL PORTS AUTHORITY

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Appendix B

Standard Symbols

ANNEXURE B Sh 1

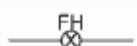
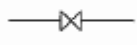
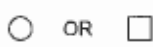
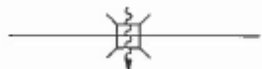
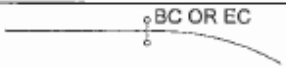
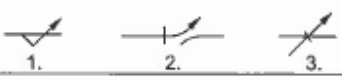
PLOT SIZE: 350 x 250

STANDARD			SYMBOLS	
LAND SURVEY	TRIGONOMETRICAL BEACON		 485	
	SURVEY STATION		P KB 7 1 517  54	
	BENCH MARK		1 314,176 	
BOUNDARIES, FENCES, ETC	TRANSNET BOUNDARY	FENCED		
		UNFENCED		
	SECURITY FENCE	ON BOUNDARY		
		NOT ON BOUNDARY		
	FENCE			
	GATE	IN FENCE		
		ACROSS TRACK		
	CATTLE GUARD			
WIRES CABLES AND PIPES	TELEPHONE OR TELEGRAPH ROUTE (SPECIFY NUMBER OF WIRES)			
	POWER ROUTE (SPECIFY eg. ESKOM, 88 kV, 2 WIRES)			
	CABLE OR PIPE (SPECIFY)	SURFACE		
		UNDER- GROUND		

ANNEXURE B

Sh 2

PLOT SIZE: 350 x 250

STANDARD		SYMBOLS
WIRES, CABLES AND PIPES	MAKER FOR UNDERGROUND CABLE OR PIPE	
	MANHOLE (CABLE, STORMWATER, SEWR, ETC)	
	FIRE HYDRANT	
	WATER METER	
	WATER VALVE	
	WATER TANK (STATE CAPACITY & HEIGHT OF TOWER)	
CULVERTS	BOX CULVERT SPECIFY SIZE	
	PIPE CULVERT SPECIFY SIZE	
GENERAL TRACK ITEMS	EXISTING TRACK	
	BEGINNING OR END OF CIRCULAR CURVE	
	TRANSITION CURVE	
	STOP BLOCK	
	SAND DRAG	
	DERAILER 1. HAYES DERAILER 2. DERAILING SWITCH 3. SCOTCH BLOCK	
	BLOCK JOINT 1. ONE RAIL 2. BOTH RAILS	

ANNEXURE B Sh 3

PLOT SIZE: 350 x 200

STANDARD		SYMBOLS
WIRES, CABLES AND PIPES	SPLICE JOINT	
	RAIL AND FLANGE LUBRICATOR	
	AXLE COUNTER	
	CLEARANCE MAKER	
	AASH PIT	
	MASS BRIDGE	
	OFF - TRACK PLATFORM	
TURN - OUTS AND CROSSINGS	TURNOUT SPECIFY ANGLE & HAND eg 1:9 L.H.	
	SINGLE SLIP	
	DOUBLE SLIP	
	DIAMOND CROSSING	
SIGNALS	SEMAPHORE SIGNAL	
	COLOUR LIGHT SIGNAL	
NOTICE BOARDS	TELEPHONE	
	NAME BOARD	

ANNEXURE B Sh 4

PLOT SIZE: 350 x 250

STANDARD			SYMBOLS
NOTICE BOARDS	WHISTLE BOARD		
	NOTICE BOARD		OR
	WARNING BOARD		OR
	SPEED RESTRICTION		
	SPEED DERESTRICTION		
SIGN POSTS	LEVEL CROSSING SIGNS	DISTANT	
		CLOSE - UP	
		WITH FLASING LIGHTS	
	GRADE POSTS	V.C. OF 120m OR SHORTER	
		V.C. LONGER THAN 120m	
		SUMMIT	
		SAG	
	KILOMETRE POST 1. FULL KILOMETRE 2. HALF KILOMETRE		1. 2.

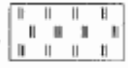
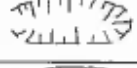
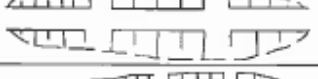
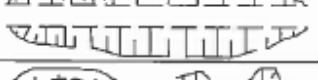
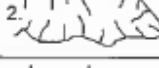
ANNEXURE B Sh 5

PLOT SIZE: 350 x 250

STANDARD		SYMBOLS
TRACTION MASTS	CANTILEVER MAST	
	PUSH PULL - OFF MAST	
	PULL - OFF MAST	
	DOUBLE BOOM	
	DOUBLE BOOM WITH RAKING LEG	
	TENSION BRIDGE	
	BRIDGE MAST	
	SWITCH STRUCTURE	
	ANCHOR MAST	
ROADS AND PATHS	TARRED	
	GRAVEL	
	TRACKS	
	FOOTPATH	

ANNEXURE B
 Sh 6

PLOT SIZE: 350 x 250

STANDARD		SYMBOLS
LAND FEATURES	PLANTATION / TREES / ORCHARD	
	BUSH	
	1. DRY LAND 2. IRRIGATED LAND	1.  2. 
	LOOSE BOULDERS	
	ROCK 1. SCATTERED OUTCROP 2. CONTINUOUS	1.  2. 
	CLIFF	
	MARSH	
	1. DAM 2. LAKE / PAN	1.  2. 
	QUARRY OR BORROW PIT	
	DUMP OR EARTH MOUND	
	FILL	
	CUTTING	
	1. SURFACE EROSION 2. DONGA	1.  2. 
	CEMETERY	

TRANSNET NATIONAL PORTS AUTHORITY

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Appendix C

CAD Standards (ENG-STD-0001)

TRANSNET NATIONAL PORTS AUTHORITY

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Appendix D

QAL-STD-0001

TRANSNET NATIONAL PORTS AUTHORITY

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Appendix E

DOC-STD-0001