

## **Transnet Group Capital (TGC) a Specialist Unit of Transnet SOC Ltd**

Registration Number 1990/000900/30

**Engineering, Procurement & Construction Management Services for the Saldanha  
programme of works**

**Enquiry Number: TGC CON 026-2018**  
**Issue Date: Friday, 15 June 2018**  
**Closing Date: Tuesday, 17 July 2018**  
**Closing Time: 12:00pm**

**Tender Validity Period: Twelve (12) weeks from Closing Date**

**Formal Compulsory Clarification Meeting on Thursday, 21 June 2018, at 10h00.**

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## T1.1 Tender Notice and Invitation to Tender

### SECTION 1: NOTICE TO TENDERERS

#### 1. INVITATION TO BID

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].

<b>DESCRIPTION</b>	<b>Engineering, Procurement &amp; Construction Management (EPCM) Saldanha programme of works</b>
<b>BID FEE AND BANKING DETAILS</b>	<p><b>This Tender may be downloaded directly from the National Treasury eTender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> free of charge.</b> Alternatively, this RFP may be purchased at <b>R250</b> [inclusive of VAT] per set for those Tenders that require a copy from Transnet rather than downloading from the website. Bidders are however encouraged to download the RFP from the eTender Portal instead. If a copy of the tender document is required, prior arrangements must be made one (1) day in advance and a CD containing the tender document may be collected during work hours. Payment is to be made as follows:</p> <p>Bank: Standard Bank          Account Number: 00 126 5741          Branch: Carlton Centre          Branch code: 0023055          Account Name: Transnet Capital Projects          Reference: TGC CON 026-2018</p> <p>NOTE – This amount is not refundable. A receipt for such payment made must be presented when collecting the Tender documents and submitted thereafter with your Proposal.</p>
<b>INSPECT / COLLECT DOCUMENTS FROM</b>	<p>Transnet Group Capital          1<sup>st</sup> Floor, Transnet Belcon Building, Belcon Road          Bellville          7505</p>
<b>ISSUE DATE AND COLLECTION DATE DEADLINE</b>	<p>Between <b>09:00</b> and <b>15:00</b> from <b>Monday, 18 June 2018 until Wednesday 20 June 2018</b></p> <p>Note: If a bid fee is applicable, payment must be effected prior to the deadline for collection. Pursuant to this requirement, should a third party [such as a courier] be instructed to collect RFP documents on behalf of a Respondent, please ensure that this person [the third party] has a “proof of payment” receipt for presentation to Transnet when collecting the RFP documents. Bidders wishing to collect a hard copy of such RFP documents from the Transnet issuing office, are required to inform that office at the contact numbers listed in paragraph 6 below on the day before collection in order to allow for timeous reproduction of the documentation. Bidders are to note that the RFP may also be downloaded directly from the National Treasury eTender Publication Portal free of charge. If Bidders download the RFP off the Portal, they are required to send their contact details to the following address: <a href="mailto:Zodidi.mavuma@transnet.net">Zodidi.mavuma@transnet.net</a> by <b>Wednesday, 20 June 2018</b>. This is to ensure that any required communication (e.g. addenda to the RFP) in relation to this RFP reaches those intending to respond. Transnet will not be held liable if Bidders do not respond by this date and do not receive the latest information regarding this RFP with the possible consequence of either being disadvantaged or disqualified as a result thereof.</p>
<b>COMPULSORY BRIEFING</b>	Refer to “formal briefing” Paragraph 2 for details.

<b>SESSION</b>	
<b>CLOSING DATE</b>	<b>12:00pm on Tuesday, 17 July 2018</b> Tenderers must ensure that tenders are delivered timeously to the correct address. As a general rule, if a tender is late or delivered to the incorrect address, it will not be accepted for consideration.
<b>VALIDITY PERIOD</b>	<b>12 (twelve) Weeks from Closing Date</b> Tenderers are to note that they may be requested to extend the validity period of their tender, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful Tenderer(s), the validity of the successful Tenderer(s)' bid will be deemed to remain valid until a final contract has been concluded.

## 2. FORMAL BRIEFING

A compulsory pre-proposal Tender briefing will be conducted at **Transnet Saldanha, Salkor Building, Orex Road** on **Thursday, 21 June 2018**, at **10:00am** for a period of  $\pm$  4 (four) hours. Tenderers to provide own transportation and accommodation]. The briefing session will start punctually and information will not be repeated for the benefit of Tenderers arriving late.

- 2.1 A Certificate of Attendance in the form set out in the **List of Returnable Schedules T2.2-1** hereto must be completed and submitted with your Tender as proof of attendance as required for a **compulsory** site meeting and/or tender briefing. Tenderers are required to bring this **Returnable Schedule T2.2-1 (attached to the Tender document)** to the briefing session to be signed by the *Employer's* Representative.
- 2.2 Tenderers failing to attend the compulsory tender briefing will be disqualified.
- 2.3 Tenderers without a valid RFP document in their possession will not be allowed to attend the RFP briefing.

## 3. TENDER SUBMISSION

Tender Offers must be submitted in a sealed envelope addressed as follows:

The Secretariat, Transnet Group Capital Acquisition Council  
RFP No: TGC CON 026-2018  
Description: Engineering, Procurement & Construction Management Services for the Saldanha programme of works.  
Closing date and time: **12:00 pm on Tuesday, 17 July 2018**  
Closing address: *[Refer to options in paragraph 4 below]*

All envelopes must reflect the return address of the Respondent on the reverse side.

#### 4. DELIVERY INSTRUCTIONS FOR TENDER

##### 4.1. Delivery by hand

If delivered by hand, the envelope must be deposited in the Transnet tender box which is located at **Transnet Group Capital Reception, 1<sup>st</sup> Floor, Transnet Belcon Building, Belcon Road, Bellville, Cape Town, 7535** and must be addressed as follows:

Zodidi Mavume  
Transnet Group Capital Reception  
Transnet Belcon Building, 1<sup>st</sup> floor  
Belcon road  
Bellville  
7535

The measurements of the "tender slot" are 400mm wide x 100mm high, and Tenderers must please ensure that tender documents or files are no larger than the above dimensions. Tenders which are too bulky [i.e. more than 100mm thick] must be split into two or more files, and placed in separate envelopes, each such envelope to be addressed as required in paragraph 3 above.

##### 4.2. Dispatch by courier

If dispatched by courier, the envelope must be addressed as follows and delivered to;

Zodidi Mavume  
Transnet Group Capital Reception  
Transnet Belcon Building, 1<sup>st</sup> floor  
Belcon road  
Bellville  
7535

- 4.3 If tender offers are not delivered as stipulated herein, such tenders will not be considered.
- 4.4 No email or faxed tenders will be considered, unless otherwise stated herein.
- 4.5 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.
- 4.6 Envelopes must not contain documents relating to any Tender other than that shown on the envelope.

## 5. B\_BBEE Improvement Plan

Transnet encourages its Suppliers to constantly strive to improve their B-BBEE rating. Whereas Tenderers will be allocated points in terms of a preference point system based on its B-BBEE scorecard to be assessed as detailed in paragraph 5 above, in addition to such scoring, Transnet also requests that Tenderers submit a B-BBEE improvement plan. Tenderers are therefore requested to indicate the extent to which they will maintain (only if the Respondent is a Level 1) or improve their B-BBEE status over the contract period.

Tenderers are requested to submit their B-BBEE Improvement Plan as an essential document with their Proposals by completion of Returnable T2.2.17 appended hereto. [Refer to Returnable for further instructions]

Historically in South Africa there has been a lack of investment in infrastructure, skills and capability development which has resulted in inequality in the income distribution and wealth of a significant portion of the population. There have been a number of Government initiatives developed to address these challenges. In particular, the New Growth Path [NGP] and New Development Plan [NDP] aligns and builds on previous policies to ensure the achievement of Government's development objectives for South Africa.

Transnet fully endorses and supports Government's economic policies through its facilitation of Enterprise and Supplier Development [ESD] initiatives. Hence Tenderers are required to submit their commitments with regard to Enterprise and Supplier Development Initiatives over the duration of this contract.

**The commitments made by the successful Tenderers will be incorporated as a term of the contract and monitored for compliance.**

## 6. CONFIDENTIALITY

All information related to this RFP is to be treated with strict confidence. 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 Goods, which is either directly or indirectly related to Transnet's business, written approval to divulge such information must be obtained from Transnet.

## 7. COMPLIANCE

The successful Respondent [hereinafter referred to as the Supplier] shall be in full and complete compliance with any and all applicable laws and regulations.

## 8. 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:

- 8.1. Modify the tender services and request Tenderers to re-tender on any changes;

- 8.2. Reject any tender which does not conform to instructions and specifications which are detailed herein;
- 8.3. Disqualify tender/s submitted after the stated submission deadline [closing date];
- 8.4. To award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another Tenderer.
- 8.5. Not necessarily accept the lowest priced tender or an alternative Tender;
- 8.6. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;
- 8.7. Reject all Proposals, if it so decides;
- 8.8. Withdraw the tender on good cause shown;
- 8.9. Award business in connection with this tender at any time after the tender closing date;
- 8.10. Award business for only a portion of the proposed services which are reflected in the scope of this tender
- 8.11. Split the award of business between more than one service providers should it be more advantageous in terms of, amongst others, cost or developmental considerations at Transnet's discretion;
- 8.12. Make no award of a contract;
- 8.13. Validate any information submitted by Tenderers in response to this bid. This would include, but is not limited to, requesting the Tenderers to provide supporting evidence. By submitting a bid, Tenderers hereby irrevocably grant the necessary consent to Transnet to do so;
- 8.14. 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 cancel the contract;
- 8.15. To request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 8.16. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date and/or after the award of the business, unless the contract specifically provided for it;
- 8.17. To 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);

## **9. REPEAL OF CONSTRUCTION SECTOR CODES**

- 9.1. The Minister of the Department of Trade and Industry issued a Government Notice No. 184 in the Government Gazette No.39703 on the 17th February 2016, to repeal the Construction Sector Codes.
- 9.2. The repeal implies that the Construction Sector Codes cease to exist from the 17th February 2016.
- 9.3. All Measured Entities operating in the Construction Sector will be required to use the B-BBEE Generic Codes of Good Practice as amended and issued in terms of section 9 (1) of the B-BBEE Act No. 53 Of 2003 as amended by Act No. 46 of 2013. The application of the B-BBEE Generic Codes of Good Practice as amended must be in accordance with the revised Notice of Clarification published in the Notice No.444 of 2015 published in the Government Gazette No.38799 on the 15 May 2015.
- 9.4. The application of the B-BBEE Generic Codes of Good Practice as amended must be in accordance with the revised Notice of Clarification published in the Notice No.444 of 2015 published in the Government Gazette No.38799 on the 15 May 2015.

## 10. LEGAL REVIEW

A Proposal submitted by a Tenderer will be subjected to review and acceptance or rejection of its proposed contractual terms and conditions by Transnet's Legal Counsel, prior to consideration for an award of business. A material deviation from the Standard terms or conditions could result in disqualification.

## 11. SECURITY CLEARANCE

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

## 12. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

Tenderers 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 <https://secure.csd.gov.za/>. Tenderers are required to provide the following to Transnet in order to enable it to verify information on the CSD:

Supplier Number..... and Unique Reference Number.....

## 13. TAX COMPLIANCE

### 13.1. New Tax Compliance Status (TCS) System

SARS has implemented a new Tax Compliance Status (TCS) system in terms of which a taxpayer is now able to authorise any 3rd party to verify its compliance status in one of two ways: either through the use of an electronic access PIN, or through the use of a Tax Clearance Certificate obtained from the new TCS system. Tenderers are required to provide the following to Transnet in order to enable it to verify their tax compliance status:

Tax reference number: \_\_\_\_\_

Tax Clearance Certificate & TCC Number: \_\_\_\_\_ and PIN: \_\_\_\_\_.

### 13.2. Tax Compliance Requirements for Foreign Entities

Tax compliance requirements are not applicable to foreign bidders/individuals with no South African tax obligations. Where foreign bidders seek to be exempted from the requirement to submit a tax clearance certificate / tax clearance PIN issued by SARS, such entities are required to complete a sworn affidavit on their tax obligation categorization. The affidavit must confirm an answer of "No" to all questions below in order for a Respondent to be regarded as being exempt from submitting a tax clearance certificate or tax clearance PIN:

- a) Is the entity a tax resident of the Republic of South Africa (RSA)?
- b) Does the entity have a branch/locally registered entity in the RSA?



- c) Does the entity have a permanent establishment in the RSA?
- d) Does the entity have any source of income (income is defined as per the Income Tax Act 58 of 1962 as the amount remaining of the gross income of any person for any year or period of assessment after deducting therefrom any amounts exempt from normal tax under Part I of Chapter II of the Act) in the RSA in the current tax year?
- e) Is the entity liable in the RSA for any form of taxation in the current tax year?

If a Respondent's answers to any one (or more) of the questions above changes to a "Yes" at any time during the bid process and/or after award of the contract (should a particular Respondent be successful), then the Respondent undertakes to comply with its tax obligations and to report to Transnet accordingly with either a tax clearance certificate / tax clearance PIN issued by SARS.

#### **14. PROTECTION OF PERSONAL DATA**

- 14.1. In responding to this bid, Transnet acknowledges that it may obtain and have access to personal data of the Tenderers.
  - 14.2. Transnet agrees that it shall only process the information disclosed by Tenderers in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law.
  - 14.3. Furthermore, Transnet will not otherwise modify, amend or alter any personal data submitted by Tenderers or disclose or permit the disclosure of any personal data to any Third Party without the prior written consent from the Tenderers.
  - 14.4. Similarly, Transnet requires Tenderers to process any personal information disclosed by Transnet in the bidding process in the same manner.
  - 14.5. The detailed mutual duties of Transnet and the Tenderers to protect personal information is contained in paragraph 37 of the General Bid Conditions.
- 15.** Transnet reserves the right to negotiate a market-related price with a tenderer, in line with the provisions of Regulation 6(9) or Regulation 7(9) of the Preferential Procurement Regulations, 2017. Transnet furthermore reserves the right to clarify and / or negotiate tenders in line with the CIDB Standard for Uniformity.

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;

- 16.** Transnet reserves the right not be held liable if Bidders do not respond with their contact details by the date stipulated in "Issue date and collection date deadline" above, and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.
- 17.** Transnet reserves the right to award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another Bidder/s

- 18.** Should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so, Transnet reserves the right to award the business to the next ranked bidder, provided that he/she is still prepared to provide the required goods at the quoted price. Under such circumstances, the validity of the bids of the next ranked bidder(s) will be deemed to remain valid, irrespective of whether the next ranked bidder(s) were issued with a Letter of Regret. Bidders may therefore be requested to advise whether they would still be prepared to provide the required goods at their quoted price, even after they have been issued with a Letter of Regret.

**Kindly note that 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.**

**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](mailto:Transnet@tip-offs.com)**

**ACKNOWLEDGMENT OF RECEIPT OF DOCUMENTS  
AND INTENTION TO TENDER**

(To be returned within 5 days after receipt)

FAX TO: Transnet Group Capital  
Attention: Zodidi Mavume

Email: [Zodidi.mavume@transnet.net](mailto:Zodidi.mavume@transnet.net) by

Tender No.: TGC CON 026-2018

Closing 12H00

Date **Tuesday, 17 July 2018**

**For: Engineering, Procurement and Construction Management Services for the  
Saldanha Programme of Works.**

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

**Do not wish to tender** on this occasion and herewith return all your documents received **Yes**

REASON FOR NOT TENDERING:

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COMPANY'S NAME, ADDRESS, CONTACT, PHONE AND TELEFAX NUMBERS

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SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

## T1.2 Tender Data (Method 2)

The conditions of tender are the Standard Conditions of Tender as contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement, 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 and Board Notice 136 of 2015 in government Gazette 38960 of 10 July 2015.

This edition incorporates the amendments made in Board Notice 136 of 2015 in Government Gazette 38960 of 10 July 2015 and the erratum notices issued thereafter (see [www.cidb.org.za](http://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
F.1.1	The <i>Employer</i> is <b>Transnet SOC Ltd</b> <b>(Reg No. 1990/000900/30)</b>
F.1.2	The tender documents issued by the <i>Employer</i> comprise:  <b>Part T: The Tender</b>  <b>Part T1: Tendering procedures</b> T1.1 Tender notice and invitation to tender T1.2 Tender data  <b>Part T2: Returnable documents</b> T2.1 List of returnable documents T2.2 Returnable schedules  <b>Part C: The contract</b>  <b>Part C1: Agreements and contract data</b> C1.1 Form of offer and acceptance C1.2 Contract data (Part 1 & 2)  <b>Part C2: Pricing data</b> C2.1 Pricing instructions C2.2 List of Resources  <b>Part C3: Scope of work</b> C3 Scope of Service
F.1.4	The Employer's agent is: <b>Acting Procurement Lead</b>

Name: Zodidi Mavume

Address: Transnet Group Capital  
 Transnet Belcon Building  
 Belcon Road  
 Bellville  
 7535

Tel No. 021 940 1966

E – mail Zodidi.mavume@transnet.net

F.2.1

Only those Tenderers who satisfy the following Eligibility Criteria are eligible to submit tenders:

- a) An authorised representative of the tendering entity attends the compulsory clarification meeting in terms F.2.7 below
- b) Tenderer complies with Sub-Contracting minimum pre-qualification threshold
- c) The Tender materially comply with the scope / specifications of the Tender.
- d) The Tender meets the minimum number of evaluation points set for Quality / functionality criteria.

**3 Sub-contracting**

The Main Tenderer must sub-contract **40%** of the total value of the contract to a South African company/companies (EME or QSE) that is at least **51%** blacked owned. The ownership percentage as defined in the Preferential Procurement Policy Framework Act (PPPFA) Regulations 2017.

**Tenderers are required to submit the valid B-BBEE certificates or sworn affidavits together with detailed particulars of the sub-contracting company/companies together with the tender submission.**

**Tenders will be deemed non-responsive should Tenderers fail to meet the 40% (forty) minimum threshold for sub-contracting.**

**4 Quality (Functionality) Criteria)**

Only those Tenderers who attain the minimum number of evaluation points for Quality (Functionality) will be eligible for further evaluation, failure to meet the minimum threshold of **60** evaluation points will result in the tender being disqualified and removed from further consideration

Functionality criteria	Sub-criteria	Sub-criteria points	Maximum number of points
Management and CV's of EPCM resources.	Demonstrable managerial ability appropriate to the size and nature of work. The CV's must indicate that management resources have managed PSC contracts of this size and nature.	25	50
	Qualifications and competence of all resources (assigned personnel) in relation to the scope of work. CV's must indicate technical competence & experience. In addition CV's must indicate appropriate qualifications and experience.	25	
Previous experience	Demonstrate company experience (past performance) in comparable projects (size & nature)	25	50
	Experience (Familiarity) in the region or similar regions (local knowledge) - port of Saldanha & surrounds including iron ore rail lines	25	

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

Quality shall be scored by not less than three evaluators and averaged in accordance with the following schedules:

- T2.2-3 Management of CV's of proposed EPCM Resources
- T2.2-4 Previous Experience

The minimum number of evaluation points for quality is **60**.

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 quality, unless scored collectively. (See CIDB Inform Practice Note #9)

**Please Note: Full details of weighting are included in relevant returnable.**

**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**

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F.2.7 The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. Please note that Tenderers are to make arrangements to attend the clarification meeting/s at their own cost and cannot claim associated costs from Transnet.

Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance register. Tenderers are also required to bring their RFP document to the briefing session and have their returnable document **T2.2-1**– certificate of attendance signed off by the *Employer's* authorised representative.

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**F2.2.13.3. Tender submissions must be in duplicate, one (1) original on paper and one (1) copy and it shall be in the English language.**

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F.2.13.5 The Employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:

F2.15.1

Location of tender box	1 <sup>st</sup> Floor Reception Transnet Group Capital
Physical address:	Transnet Belcon Building, Belcon Road, Bellville, 7535
Identification details:	The tender documents must be submitted in sealed envelopes labelled with: <ul style="list-style-type: none"><li>▪ Name of Tenderer</li><li>▪ Contact person and details</li><li>▪ The Tender Number: <b>TGC CON 026-2018</b></li><li>▪ The Tender Description: <b>Engineering, Procurement &amp; Construction Management Services for the Saldanha programme of works</b></li><li>▪ Documents must be marked for the attention of: <b>Zodidi Mavume</b></li></ul>

Prior arrangement on the submittal of large tender documents should be made with the Employers Agent, Zodidi Mavume via email ([zodidi.mavume@transnet.net](mailto:zodidi.mavume@transnet.net))

**NO LATE TENDERS WILL BE ACCEPTED**

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

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F.2.15 The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.  
**Time: 12:00 pm on Tuesday 17 July 2018**  
**Location: 1<sup>st</sup> Floor Reception, Transnet Belcon Building, Belcon Road, Bellville, Cape Town, 7535**

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F.2.16 The tender offer validity period is **12 weeks** after the **closing date**.

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F2.18 Provide, on request by the Employer, any other material information that has a bearing on the tender offer, the Tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the Employer for the purpose of a full and fair risk assessment. Should the Tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for of submission stated in the Employer's request, the Employer may regard the tender offer as non-responsive.

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F2.20 If requested, submit for the Employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the Contract Data. (The format is included in Part T2.2 of this procurement document).

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

1. Tenderers to provide Transnet with a Tax Compliance Status System (TCS) **PIN** to verify Tenderer's compliance status.  
Please note that with effect from 15 April 2016 SARS introduced a new Tax Compliance Status System (TCS) which replaces the old Tax Clearance Certificate System (TCC) which requires;
2. A valid certified SANAS B-BBEE accreditation certificate, and
3. A valid letter of good standing with the Workmen's Compensation Fund

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

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F3.4 The time and location for opening of the tender offers are:  
Time and Date: **17 July 2018 at 12:00**  
Location: **Transnet Group Capital, Transnet Belcon Building, Belcon Road, Bellville, 7535**

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F3.8.3 Rejected non-responsive tender offer will not be allowed to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

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F3.11 The minimum number of points for functionality is **60**

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F3.11.3 The procedure for the evaluation of responsive tenders is Method 2.

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F3.11.7 The financial offer will be scored using Formula 2 (option 1) in Table F.1 where the value of  $W_1$  is:

90 where the financial value inclusive of VAT of one or more responsive tenders received have a value in excess of R 50,000 000

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, Transnet reserves the right to award no points and/or declare the tender void. Transnet also 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. Tenderers with no accreditation will score zero points for preferencing.

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F.3.13 Tender offers will only be accepted if:

- a) The tenderers tax matters are in good standing with the South African Revenue Services;
- b) 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;
- c) the tenderer does not appear on Transnet list for restricted tenderers and National Treasury's list of Tender Defaulters;
- d) 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 are permitted to submit tenders or participate in the contract;
- e) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;
- f) the *Employer* is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.
- g) Tenderers are not registered 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, by the time of award. The CSD can be accessed at <https://secure.csd.gov.za>. Tenderers to provide the following to Transnet in order to enable it to verify information on the CSD: Supplier Number..... and Unique Registration reference number.....
- h) The tenderer fully and properly completes T2.2-13 Supplier Declaration Form.

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

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## T2.1 List of Returnable Schedules

### 1. These schedules are required for eligibility purposes:

T2.2-1 **Eligibility Criteria Schedule:** Certification of attendance at a tender clarification meeting

T2.2-2 **Eligibility Criteria Schedule:** Sub-Contracting

### 2. These schedules will be utilised for the evaluation of Quality (Functionality) Criteria

T2.2-3 **Evaluation Schedule:** Management and CV's of key persons

T2.2-4 **Evaluation Schedule:** Previous experience

### 3. Returnable Schedules

T2.2-5 Schedule of proposed Sub Consultants

T2.2-6 Insurance provided by the Consultant

T2.2-7 Authority to submit tender

T2.2-8 Record of addenda to tender documents

T2.2-9 Compulsory Enterprise Questionnaire

T2.2-10 Broad-Based Black Economic Empowerment and Socio-Economic Obligations

T2.2-11 Supplier Integrity Pact

T2.2-12 Mutual Non-Disclosure Agreement

T2.2-13 Supplier Declaration Form

T2.2-14 Tender Declaration Form

T2.2-15 B-BBEE Preference Points Claim Form

T2.2-16 Certificate of Acquaintance with Tender Documents

T2.2-17 B-BBEE Improvement Plan

Certificate of Insurance – Transnet SOC Limited

### 4. C1.1: Offer portion of Form of Offer & Acceptance

### 5. C1.2: Contract Data Part 2: Data by *Consultant*

## T2.2-1: Certificate of Attendance of Compulsory Tender Clarification Meeting

This is to certify that

\_\_\_\_\_ (Tenderer)

of

\_\_\_\_\_ (address)

was represented by the person(s) named below at the compulsory tender clarification meeting

Held at:	<b>Transnet Group Capital, Salkor, Orex Road Saldanha, 7535</b>	
On (date)	<b>Thursday, 21 June 2018</b>	Starting time: <b>10:00 AM (Ten O'clock in the morning)</b>

As the Tenderer we undertake that by said persons attending the clarification meeting we have made it our business to familiarise ourselves with all aspects of the works / service / supply specified in the tender documents in order for us to take account of everything necessary to provide a responsive tender offer and to compile our rates and prices included in the tender offer.

We further understand that in addition to any queries raised on behalf of us at the meeting we may still approach the *Employer / Purchaser's* Representative to request clarification of the tender documents until no later than five working days before the tender closing time stated in the Tender Data.

### Particulars of person(s) attending the meeting:

Name	_____	Signature	_____
Capacity	_____		
Name	_____	Signature	_____
Capacity	_____		

### Attendance of the above persons at the meeting was confirmed by TGC's representative as follows:

Name	_____	Signature	_____
Capacity	_____	Date & time	_____

## T2.2-2 Eligibility Criteria Schedule: Sub-Contracting:

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 Sub-contracting.

Transnet requires tenderers to commit to:

The Main Tenderer must sub-contract **40%** of the total value of the contract to a South African company/companies (EME or QSE) that is at least **51%** blacked owned. The ownership percentage as defined in the Preferential Procurement Policy Framework Act (PPPFA) Regulations 2017.

**Tenderers are required to submit the valid B-BBEE certificates or sworn affidavits together with detailed particulars of the sub-contracting company/companies together with the tender submission.**

**Tenders will be deemed non-responsive should Tenderers fail to meet the 40% (forty percent) minimum threshold for sub-contracting.**

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

Provide information of the Sub-consultants below:

	Name of proposed Sub consultant	Address and Region	Nature and extent of work	B-BBEEE Certificates or Sworn Affidavit attached behind this schedule? Yes/No	Amount of work subcontracted in Rands (excl. 15% Vat)	Percentage (%) of the sub-contracted amount in terms of the tendered total of the prices.
1.						
2.						
3.						

4.						
5.						
6.						

Comments:

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SIGNED at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
SIGNATURE OF TENDERER

### T2.2-3: Evaluation Schedule: Management & CV's of resources

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

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

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

<i>Resource description</i>	<i>Minimum Requirements</i>
Document Controller	<ul style="list-style-type: none"> <li>▪ Matric certificate with technical subjects.</li> <li>▪ 7 years' experience (medium to high value) &gt;R300mil projects n similar role.</li> </ul>
Safety Agent	<ul style="list-style-type: none"> <li>▪ Be a registered Health and Safety Agent with SACPCMP.</li> <li>▪ Detailed knowledge of health and safety requirements at all levels, with the capability to design, compile, implement and manage the health and safety requirements for a construction project from Initiation and Briefing to Project Close-out.</li> <li>▪ Proven skills to mentor, coach and guide Construction Health and Safety Managers and Construction Health and Safety Officers.</li> <li>▪ Safety resource planning across all stages of a construction project.</li> <li>▪ Identifying and developing an appropriate health and safety legal framework for a construction project.</li> </ul>
Safety Administrator	<ul style="list-style-type: none"> <li>▪ Grade 12, advanced computer literacy skills, numeracy and writing skills.</li> <li>▪ Extensive knowledge of COID administration.</li> <li>▪ Safety qualification advantages, such as Safety Management / Environmental Health /SAMTRAC</li> <li>▪ Good knowledge of OHSACT (Health and Safety Regulation)</li> <li>▪ 2 years' experience in similar role.</li> <li>▪ Be a registered with SACPCMP.</li> </ul>
Safety Practitioners/Officer	<ul style="list-style-type: none"> <li>▪ National Diploma (Building, CM, QS, Archt, Civil, Electrical, Mech) + Programmes in Construction Health and Safety.</li> <li>▪ 3 years works experience in similar role.</li> <li>▪ Be a registered with SACPCMP.</li> </ul>
Senior Quantity Surveyor	<ul style="list-style-type: none"> <li>▪ The incumbent is required to have a Bachelor's Degree in Quantity Surveying, supported by a minimum of 5 years relevant experience in a discipline related managerial position, and 5-8 years' experience as a</li> </ul>

	<p>Quantity Surveyor in a multidiscipline and infrastructure project environment to the value of R500m+.</p> <ul style="list-style-type: none"> <li>▪ Professional registration (SACQSP) as PrQS will take preference.</li> </ul>
Estimator	<ul style="list-style-type: none"> <li>▪ The incumbent is required to have a Bachelor's Degree in Quantity Surveying, supported by a minimum of 5 years relevant experience in a discipline related managerial position, and 5-8 years' experience as a Quantity Surveyor in a multidiscipline and infrastructure project environment to the value of R500m+.</li> <li>▪ Professional registration (SACQSP) as PrQS will take preference.</li> </ul>
Senior Project Planner	<ul style="list-style-type: none"> <li>▪ Minimum three years tertiary qualification, relevant degree or diploma in engineering, construction or project management, supported by a minimum of 5 years relevant post graduate experience in discipline related managerial position, and 10 years' experience as a planner in multidiscipline project environment to the value of R500m+.</li> <li>▪ Project Management experience in line with PMP requirements.</li> <li>▪ Professional registration as Planning and Scheduling Professional (PMI-SP) take preference.</li> </ul>
Planner	<ul style="list-style-type: none"> <li>▪ Minimum three years tertiary qualification, relevant degree or diploma in engineering, construction or project management, supported by a minimum of 5 years relevant post graduate experience in discipline related managerial position, and 10 years' experience as a planner in multidiscipline project environment to the value of R500m+.</li> <li>▪ Project Management experience in line with PMP requirements.</li> <li>▪ Professional registration as Planning and Scheduling Professional (PMI-SP) take preference.</li> </ul>
Senior Cost Engineer	<ul style="list-style-type: none"> <li>▪ Minimum of a three year tertiary qualification, relevant degree or diploma in engineering or project management supported by 5 years relevant experience in a managerial position and a minimum of 5-8 years' experience as an estimator / Senior cost engineer in a multidiscipline project environment.</li> <li>▪ Experience in Project Management in line with PMP requirements.</li> <li>▪ Certificate with AACE as Certified Cost Professional will take preference.</li> </ul>
Cost Engineer	<ul style="list-style-type: none"> <li>▪ A National diploma +6 years' experience as a cost engineer in a multidiscipline project environment.</li> <li>▪ Preferred – basic technical knowledge of civil, building and construction projects.</li> <li>▪ Preferred – technical overview of work methods and techniques</li> <li>▪ In-depth knowledge of Budgeting, distribution of budgets, Controlling Costs and Forecasting final costs, including cash-flow, commitment and escalation forecasting.</li> <li>▪ Basic knowledge of estimating</li> <li>▪ Basic knowledge of procurement, contracts, quantity surveying, planning, scheduling and engineering process and procedures. Risk management principles</li> </ul>

	<ul style="list-style-type: none"> <li>▪ Good knowledge of project management principles</li> </ul>
Risk Practitioner	<ul style="list-style-type: none"> <li>▪ 2+ Years' experience as a planner in multidiscipline project environment.</li> <li>▪ Bachelor's Degree / Nat Higher Diploma / B Tech / T3 / S4 / "NQF" Level 6 relevant qualification required (construction, engineering, QS, PM etc.), or equivalent trade qualifications to this.</li> <li>▪ Professional registration is not compulsory, but will be an advantage.</li> <li>▪ Experience in major transformation and change management initiatives.</li> <li>▪ Knowledge and previous work experience in managing the project risk management process for high-valued, large, multidiscipline, green-/brown-/red-field, complex infrastructure programmes and projects from inception through to completion &amp; close out.</li> <li>▪ Previous experience in managing a multi-disciplinary team</li> <li>▪ Knowledge of Risk is essential.</li> </ul>
Project Support Coordinator	<ul style="list-style-type: none"> <li>▪ A National diploma or similar (M+3years) qualification in project related administration.</li> <li>▪ Knowledge and experience of a formal project management methodology</li> <li>▪ A high degree of computer literacy including advanced knowledge of the MS Office Suite and a willingness and skill to learn new programs quickly.</li> <li>▪ Project planning ability</li> <li>▪ Experience of working on IT/IS projects / programmes</li> <li>▪ Ability to analyse and present information</li> </ul>
Project Manager (Civils &Structural)	<ul style="list-style-type: none"> <li>▪ Civil/Structural Engineering National Diploma, BTech or Bachelor Degree</li> <li>▪ 8 years' experience</li> <li>▪ Professional Registration with ECSA or SACMP as preference.</li> </ul>
Project Manager (Electrical & Control Instrumentation)	<ul style="list-style-type: none"> <li>▪ Electrical/Control Instrumentation National Diploma, BTech or Bachelor Degree</li> <li>▪ Professional Registration with ECSA or SACMP as preference.</li> <li>▪ 8 years' experience.</li> </ul>
Project Manager (Mechanical)	<ul style="list-style-type: none"> <li>▪ Mechanical Engineering National Diploma, BTech or Bachelor Degree</li> <li>▪ Professional Registration with ECSA or SACMP as preference.</li> <li>▪ 8 years' experience.</li> </ul>
Office/Admin assistants	<ul style="list-style-type: none"> <li>▪ Experience in an administrative role in a support capacity</li> <li>▪ Ability to work independently in a fast-paced, high pressure environment</li> <li>▪ Strong coordination skills and ability to balance tasks and prioritize work</li> <li>▪ Minimum 3 years' experience in site/project environment.</li> </ul>
Construction Supervisor (Civils &Structural)	<ul style="list-style-type: none"> <li>▪ Civil/Structural Engineering National Diploma</li> <li>▪ 5 years' experience</li> </ul>
Construction Supervisor (Electrical)	<ul style="list-style-type: none"> <li>▪ Electrical Engineering National Diploma</li> <li>▪ 5 years' experience</li> </ul>
Construction Supervisor (Control Instrumentation)	<ul style="list-style-type: none"> <li>▪ Control Instrumentation Engineering National Diploma</li> <li>▪ 5 years' experience</li> </ul>

Construction Supervisor (Mechanical)	<ul style="list-style-type: none"> <li>▪ Mechanical Engineering National Diploma</li> <li>▪ 5 years' experience</li> </ul>
Quality Lead	<ul style="list-style-type: none"> <li>▪ Quality lead has BSC / BTEC in Quality &amp; Engineering with minimum 5 years related experience in construction.</li> </ul>
Quality Officer	<ul style="list-style-type: none"> <li>▪ ISO 9001 2015 Certificate</li> <li>▪ Internal Audit experience</li> <li>▪ National Diploma in Elect/Mech/Civil with 5 years' experience in construction.</li> </ul>
Procurement & Contract Specialist	<ul style="list-style-type: none"> <li>▪ Unless the resource has gained the necessary competencies through experience,</li> </ul>
Procurement Officer / Contracts Administrator	<ul style="list-style-type: none"> <li>▪ Unless the resource has gained the necessary competencies through experience, a relevant Business/ Commercial Diploma is required</li> <li>▪ 2-3 years' experience in procurement, contracts management, contract administration and commercial evaluation in a multidiscipline project environment.</li> </ul>
Procurement Assistant	<ul style="list-style-type: none"> <li>▪ Unless the resource has gained the necessary competencies through experience, a relevant Business/ Commercial Diploma is required</li> <li>▪ 2-3 years' experience in procurement, contracts management, contract administration and commercial evaluation in a multidiscipline project environment.</li> </ul>
Specialist: Supplier Development	<ul style="list-style-type: none"> <li>▪ Unless the resource has gained the necessary competencies through experience, a relevant Business/ Commercial Diploma is required.</li> <li>▪ 2-3 years' experience in procurement, contracts management, contract administration and commercial evaluation in a multidiscipline project environment .</li> </ul>
Environmental Officers	<ul style="list-style-type: none"> <li>▪ Diploma in Environmental Management or equivalent with 5 years construction related environmental experience, environmental impact assessment and ISO 14001 implementation, review and audit experience</li> </ul>



Scoring will be as follows:

	<b>General experience for Key Staff above</b>	<b>Training/ Qualification</b>	<b>Knowledge of issues pertinent to the project</b>	<b>An organisation chart showing management &amp; support services</b>
<b>Points</b>				
<b>Score 0</b>	Failed to provide information to determine a score			
<b>Score 20</b>	Key staff does not have relevant levels of general experience and qualifications. <ul style="list-style-type: none"> <li>( &lt; 2 years )</li> </ul>	Key staff does not have project specific education, skills, training	Key staff has no experience of issues pertinent to the project.	Organisation chart showing key staff does not have relevant levels of experience and qualifications to provide management & support services.
<b>Score 40</b>	Key staff has limited levels of general experience and qualifications. <ul style="list-style-type: none"> <li>( <math>\geq 2 \leq 4</math> years )</li> </ul>	Key staff has limited levels of project specific education, skills, training	Key staff has limited knowledge of issues pertinent to the project.	Organisation chart showing key staff has limited relevant levels of experience and qualifications to provide management & support services.
<b>Score 60</b>	Key staff has reasonable levels of general experience and qualifications. <ul style="list-style-type: none"> <li>( <math>\geq 4 \leq 6</math> years )</li> </ul>	Key staff has reasonable levels of project specific education, skills, training	Key staff has reasonable knowledge of issues pertinent to the project.	Organisation chart showing key staff has reasonable relevant levels of experience and qualifications to provide management & support services.
<b>Score 80</b>	Key staff has extensive levels of general experience and qualifications. <ul style="list-style-type: none"> <li>( <math>\geq 6 \leq 8</math> years )</li> </ul>	Key staff has extensive levels of project specific education, skills, training	Key staff has extensive knowledge of issues pertinent to the project.	Organisation chart showing key staff has extensive relevant levels of experience and qualifications to provide management & support services.
<b>Score 100</b>	Key staff has outstanding levels of general experience and qualifications. <ul style="list-style-type: none"> <li>( <math>\geq 8 \leq 10+</math> years )</li> </ul>	Key staff has outstanding levels of project specific education, skills, training All relevant and required professional registration/certification are provided.	Key staff has outstanding knowledge of issues pertinent to the project.	Organisation chart showing key staff has outstanding relevant levels of experience and qualifications to provide management & support services.

**Attached submissions to this schedule:**

Signed

Date

Name

Position

Tenderer

## T2.2-4: Previous Experience

### Note to tenderers:

Tenderers are required to demonstrate their experience in the delivery of similar services as per the Scope of Services, inter-alia the following:

- Tenderers to demonstrate the ability to mobilise best in skills resources on as when basis as required by the Scope of Service.
- Tenderers are required to demonstrate their experience in the provision of Training (NEC 3/4) & Skills Transfer as well as to demonstrate and provide proof where the Coaching, Mentoring & Facilitation of staff led to registration with various industry professional bodies and to this end shall supply a sufficiently detailed;
  - a) Reference list with contact details of existing / previous customers for provision of Engineering, Procurement & Construction Management Services as per the Scope of Services.

<p><b>Index of documentation attached to this schedule:</b></p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>
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Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Tenderer \_\_\_\_\_

Previous experience will be scored as follows:

0	No response - The Tenderer failed to address the question. Has not submitted the required information.
20	A poor response - The Tenderer's previous experience presented has no relevance to the scope of this tender.
40	Less than acceptable - Tenderer's previous experience presented has some relevance to the tender but lacks detail i.e. Description of previous projects, value and references. Tenderers has less than 5 years' experience.
60	Acceptable response - The Tenderer's previous experience presented demonstrates sufficient knowledge and experience to successfully execute this project scope, incl. Description of previous projects, value and references. Tenderers has more than 5 years' experience but less than 7 years' experience
80	Above acceptable response - The Tenderer's previous experience presented demonstrates a real understanding and substantial evidence of the ability to meet the stated project requirements, incl. Description of previous projects, value and references. . Tenderer has more than 7 years' experience but less than 10 years' experience.
100	Excellent response - The tender's previous experience presented demonstrates extensive understanding of the scope and extensive evidence of the ability to meet the stated project requirements, incl. Description of previous projects, value and references. Tenderer has more than 10 years' experience.

## T2.2-5: Schedule of Proposed Sub Consultants

We notify you that it is our intention to employ the following subcontractors / sub consultants for work in this contract.

If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

	<b>Name and address of proposed Subcontractor/Consultant</b>	<b>Nature and extent of work</b>	<b>Previous experience with Subcontractor/ Consultant.</b>	<b>B-BBEEE Level Certificates to be attached</b>	<b>Value of subcontracted Work (excl. 15% Vat)</b>	<b>% Ownership Black Ownership</b>
1.						
2.						
3.						
4.						
5.						
6.						

Signed

Date

Name

Position

Tenderer

## T2.2-6: Insurance provided by the *Consultant*

Clause 84.1 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)			

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Tenderer \_\_\_\_\_

06 April 2018

To whom it may concern,

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

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

INSURED: Transnet (SOC) Limited

PERIOD: 1 April 2018 to 31 March 2019 (Both days inclusive)

DIVISION: Transnet Group Capital

THE INSURED'S VAT NO: 4720103177

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

POSTAL ADDRESS P O Box 72501, Parkview, 2122  
(Head Office)

**CONTRACT WORKS INSURANCE**

Lead Insurer Mirabilis

Policy Number MZAR35023-CAR

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

Territorial Limits The Republic of South Africa.

Illovo Edge, 1 Harries Rd, Illovo  
Johannesburg, 2196  
P O Box 55509, Northlands, 2116  
South Africa

T +27(0)11 535 5400  
W [willistowerswatson.com](http://willistowerswatson.com)

CO-INSURED'S:

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

Sub-Contractors: All Sub-Contractors employed by the Contractor and all other Sub- Contractors (whether nominated or otherwise) engaged in fulfilment of The Insured Contract; and to the extent required by any contract or agreement; transporters, suppliers, manufacturers, vendors, other persons, persons providing storage facilities, plant owners and/or operators in respect of liability loss or damage arising out of The Insured Contract; project managers, architects, land surveyors, quantity surveyors, engineers and other advisors or consultants or sub-consultants appointed in the performance of the Insured Contract activities arising at the Contract Site provided always that any such person shall not be insured hereunder in respect of liability loss or damage arising out of such person's error or omission in the performance of the professional services for which he was appointed; any Local Provincial or Government Department with which the Insured enters into any contract or agreement for the performance of The Insured Contract; all for their respective rights and interests.

Insured Contracts

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

- a) which at award stage have a value in excess of R 1,000,000,000 or being Excluded/Referral Contracts;
- b) which at award stage have an estimated period exceeding 48 months but increasing to 60 months in respect of rail maintenance projects (excluding Defects Liability/Maintenance period);
- c) involving construction or erection of petrochemical manufacturing plant(s) but this exclusion shall not apply to pipelines and other associated works undertaken by or on behalf of the Insured;
- d) in or on any aircraft;
- e) off-shore risks.



Performance Testing & commissioning 120 Days not consecutive.

Maintenance Period 12 Months

Period of Insurance From the commencement date of this Policy being 01st April 2018 to 31st March 2019 (both dates inclusive);and any subsequent period for which the Insured shall pay and the Insurers shall agree to accept Renewal premium

**REFERRAL/EXCLUDED CONTRACTS:**

Policy	Contract Type	Refer where the Contract at award exceeds / Excluded Contract / Referral Contract
<b>Contract Works</b>	Civil Contracts, Building Contracts, Rail Projects, Electrical and Mechanical Contracts and Pipelines.	R1 000 000 000
	Wet Risks	R500 000 000
	Dam Contracts	Excluded Contract
	Tunnels: <ul style="list-style-type: none"> <li>▪ Involving the use of a Tunnel Boring machine as defined</li> <li>▪ All other Contracts</li> </ul>	Excluded Contract R50 000 000
	Offshore Contracts	Excluded Contract
	Underground Contracts	Excluded Contract
	Horizontal Directional Drilling Contracts: <ul style="list-style-type: none"> <li>▪ Where the Contract Value Exceeds</li> <li>▪ Where the total drilling exceeds 1km (any pipe diameter)</li> <li>▪ For pipe diameters greater than 76 cm</li> </ul>	R50 000 000 Referral Contract Referral Contract
	All Other Contracts	Referral Contract

**DEDUCTIBLE(S):**

The Deductibles are applicable in respect of each and every occurrence or series of occurrences arising out of or in connection with any one event giving rise to loss or damage insured by this Policy.

In respect of indemnifiable loss of or damage to the Works it is agreed that:

- a) in the event of an occurrence or series of occurrences giving rise to loss or damage in circumstances where more than one of the deductibles could reasonably be applied to a claim in terms of the Policy then only the largest deductible shall be applied;
- b) any loss or damage caused by storm (which terms shall include rain, wind, tempest or flood), shock, vibration, subsidence, collapse, earthquake or earth tremor
  - i. during any one period of 72 consecutive hours, or
  - ii. notwithstanding (i) above arising as a result of one continuous uninterrupted occurrence shall be deemed as a single event and therefore constitute one occurrence for the application of the Deductibles.

In respect of loss or damage:

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

Contracts up to	Major perils	Minor perils
0 to R100,000,000	R25 000	R15 000
R100,000,001 to R250,000,000	R50 000	R15 000
R250,000,001 to R500,000,000	R100 000	R25 000
R500,000,001 to R1,000,000,000	R150 000	R25 000

**Minimum Wet Risk** deductible of R100,000 per occurrence to apply.

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

Contracts up to	LEG 3 Deductible (Occurrence)
0 to R500,000,000	R1,000,000
R500,000,001 to R1,000,000,000	R1,500,000

**PUBLIC LIABILITY**

Insurer                      Stalker Hutchinson  
Policy Number              1000/88203

Limits:

Contractors Public Liability	R500 000 000 any one occurrence / unlimited for the Period of Insurance
Contractors Negligence Removal or weakening of Support	R500 000 000 unlimited for the Period of Insurance
Statutory Legal Defense Costs	R5 000 000 any one occurrence
Arrest / Assault / Defamation	R5 000 000 any one occurrence
Emergency Medical Expenses	R5 000 000 any one occurrence
Prevention of Access	R5 000 000 any one occurrence
Trespass / Nuisance	R5 000 000 any one occurrence
Claims Preparation Costs	R5 000 000 any one occurrence

Deductible(s)

R25,000 but increasing to R250,000 in respect of Spread of Fire and/or Sudden and Accidental Pollution and/or Goods on the Hook

**PROFESSIONAL INDEMNITY**

Design and Construction R500,000,000 in the aggregate plus 1 reinstatement  
Deductibles R2,000,000 each and every but R10,000 in respect of  
Claims Preparation Costs and Loss of Documents.

Policy Extensions:

Claims Preparation Costs R10,000,000  
Statutory Legal Defence Costs R10,000,000  
Loss of Documents R 2,000,000  
Infringement of Copyright R10,000,000  
Defamation R10,000,000  
Dishonesty of Employees  
Cross Liabilities  
No Contractual limit of Liability  
Extended Reporting Option  
Consequential Loss

Important:

The "Certificate" of Insurance cover arranged is issued as a matter of information only and confers no rights upon certificate holder. This certificate does not amend or alter the coverage afforded by the policy.

Yours Sincerely,



**Shivien Pillay**  
**Client Executive**  
**Willis Towers Watson**

Willis South Africa (Pty) Ltd, Illovo Edge, 1 Harries Road, Illovo, Johannesburg 2196

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[willistowerswatson.com](http://willistowerswatson.com)

## T2.2-7: 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 \_\_\_\_\_

## T2.2-8: Record of Addenda to Tender Documents

We confirm that the following communications received from *the Employer* before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

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

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer



## T2.2-9: Compulsory Enterprise Questionnaire

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

**Section 1: Name of enterprise:** . . . . .

**Section 2: VAT registration number, if any:** . . . . .

**Section 3: CIDB registration number, if any:** . . . . .

### Section 4: Particulars of sole proprietors and partners in partnerships

Name	Identity number	Personal income tax number

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

### Section 5: Particulars of companies and close corporations

Company registration number . . . . .

Close corporation number . . . . .

Tax reference number . . . . .

**Section 6: Record in the service of the state**

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- |  |   |
|--|---|
| <input type="checkbox"/> a member of any municipal council                                     | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature                                | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity  |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature  |
| <input type="checkbox"/> a member of the board of directors of any municipal entity            |   |
| <input type="checkbox"/> an official of any municipality or municipal entity                   |   |

If any of the above boxes are marked, disclose the following:

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

\*insert separate page if necessary

**Section 7: Record of spouses, children and parents in the service of the state**

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- |  |   |
|--|---|
| <input type="checkbox"/> a member of any municipal council                                     | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature                                | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity  |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature  |
| <input type="checkbox"/> a member of the board of directors of any municipal entity            |   |
| <input type="checkbox"/> an official of any municipality or municipal entity                   |   |

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

\*insert separate page if necessary

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

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

Signed	Date
-----	-----
Name	Position
-----	-----
Enterprise name	-----
-----	-----

## T2.2-10: BROAD-BASED BLACK ECONOMIC EMPOWERMENT AND SOCIO-ECONOMIC OBLIGATIONS

As described in more detail in the attached B-BBEE Claim Form and as prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations. Respondents are to note that Transnet will allow a “preference” to companies who provide a valid B-BBEE Verification Certificate.

Tenderes are required to complete Section 7 [the B-BBEE Preference Point Claim Form] and submit it together with proof of their B-BBEE Status as stipulated in the Claim Form in order to obtain preference points for their B-BBEE status. Tenders are required to at all times comply with the latest B-BBEE legislation and/or instruction notes as issued from time to time by the DTI.

**Note: Failure to submit a valid and original (or certified copy) as proof of the Tenderer’s compliance with the B-BBEE requirements stipulated in Section 8 of this Tender (the B-BBEE Preference Points Claim Form) at the Closing Date of this Tender, will result in a score of zero being allocated for B-BBEE.**

**The Table below indicates the various options available to Large Enterprises, QSEs and EMEs to verify their B-BBEE status.**

Enterprise	Certificate
Large	Certificate issued by SANAS accredited verification agency Certificate issued by an IRBA approved auditor
QSE	Certificate issued by SANAS accredited verification agency Certificate issued by an IRBA approved auditor Sworn Affidavit (only black-owned EMEs - 51% to 100% Black owned)
EME	Certificate issued by SANAS accredited verification agency Certificate issued by an IRBA approved auditor Sworn Affidavit Certificate issued by CIPC (formerly CIPRO Auditor or Accounting Officer (only in terms of 2007 Codes)

### 5.1 B-BBEE Joint Ventures or Consortiums

Tenderers who would wish to respond to this tender as a Joint Venture [JV] or consortium with B-BBEE entities, must state their intention to do so in their tender submission. Such Respondents must also submit a signed JV or consortium agreement between the parties clearly stating the percentage [%] split of business and the associated responsibilities of each party. If such a JV or consortium agreement is unavailable, the partners must submit confirmation in writing of their

intention to enter into a JV or consortium agreement should they be awarded business by Transnet through this tender process. This written confirmation must clearly indicate the percentage [%] split of business and the responsibilities of each party. In such cases, award of business will only take place once a signed copy of a JV or consortium agreement is submitted to Transnet.

Tenders are to note the requirements for B-BBEE compliance of JVs or consortiums as required by Section 7 [the B-BBEE Preference Point Claim Form] and submit it together with proof of their B-BBEE Status as stipulated in the Claim Form in order to obtain preference points for their B-BBEE status.

Note: Failure to submit a valid and original B-BBEE certificate for the JV or a certified copy thereof at the Closing Date of this tender will result in a score of zero being allocated for B-BBEE.

## 5.2 Subcontracting

Transnet fully endorses Government's transformation and empowerment objectives and when contemplating subcontracting Tenderers are requested to give preference to companies which are Black Owned, Black Women Owned, Black Youth Owned, owned by Black People with Disabilities, EMEs and QSEs including any companies designated as B-BBEE Facilitators<sup>1</sup>.

- First preference should be given to companies with 100% ownership by designated groups;
- Second preference should be given to companies with less than 100% but greater than 51% ownership by designated groups;
- Final preference should be given to companies with less than 51% ownership by designated groups but are South African owned.

If contemplating subcontracting, please note that a Tenderer will not be awarded points for B-BBEE if it is indicated in its Tender that such Tenderer intends subcontracting more than 25% [twenty-five percent] of the value of the contract to an entity/entities that do not qualify for at least the same points that the Tenderer qualifies for, unless the intended subcontractor is an EME with the capability to execute the contract.

A person awarded a contract may not subcontract more than 25% [twenty-five percent] of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.

---

<sup>1</sup> The Minister of the Department of Trade and Industry has the power to designate certain Organs of State or Public Entities as B-BBEE Facilitators. For example, the South African National Military Veterans' Association (SANMVA) has been designated as a B-BBEE Facilitator. As such they will be treated as having rights of ownership held 100% by Black People, 40% by Black Women and 20% by Black designated groups.

### 5.3 **B-BBEE Improvement Plan**

Transnet encourages its Approved List of Service Provider(s) to constantly strive to improve their B-BBEE rating. Whereas Respondents will be allocated points in terms of a preference point system based on its B-BBEE scorecard to be assessed as detailed in paragraph 5.1 above, in addition to such scoring, Transnet also requests that Respondents submit a B-BBEE improvement plan.

In the event that tenderers qualify to be placed on the list of approved EPCM service providers and are awarded a contract by Transnet, they will be requested to indicate the extent to which they will maintain or improve their Black Ownership (B.O) element of the B-BBEE status over the contract period to meet the required Transnet target B.O.

Bidders with less than 51% black ownership are requested to commit to transform their business to be at least 51% (fifty one percent) black owned within 1 (one) year. Failure for bidders to comply with this may result in suspension from the list until such time as they improve their black ownership to 51%.

### 5.4 **Supplier Development Initiatives**

Historically in South Africa there has been a lack of investment in infrastructure, skills and capability development and inequality in the income distribution and wealth of a significant portion of the population. There have been a number of Government initiatives developed to address these challenges. In particular, the New Growth Path [NGP] and New Development Plan [NDP] aligns and builds on previous policies to ensure the achievement of Government's development objectives for South Africa.

Transnet fully endorses and supports Government's economic policies through its facilitation of Supplier Development [SD] initiatives. As this (the first phase) RFP is to frame an approved list, there will be a second phase where Transnet will issue individual RFP's to the market for specific work packages. SD responses will be evaluated as part of the second phase and as such, no SD evaluation will take place in this first phase. The aim of the revised approach to Supplier Development is intended to ensure that TCP maximises the value and impact of Supplier Development initiatives executed on its projects. Bidders are however required to be aware that they will be required to adhere to Supplier Development obligations stipulated by TCP, as and when bids are solicited from the approved list. These obligations may include, but are not limited to, Transnet prescribing the required Joint Venture or Subcontracting portions and value to be added in terms of the contractor and subcontractor agreements (this may include a number of skills development and job creation requirements [please refer to Section 9, paragraph 1.2a for a full list of potential SD requirements]). The intention of this is to ensure that subcontractors add value, improve their skills and increase their experience in order to be able to tender as a standalone party in future engagements.

Transnet reserves the right to use Supplier Development as an objective criterion to justify the award of business to a bidder other than the highest scoring bidder. All Respondents are therefore advised that Transnet may decide at its sole discretion to use SD as an objective criteria on the following basis:

- The extent by which bidders are prepared to exceed the minimum SD prequalification threshold to be stated in each of the subsequent award of work RFP's.

In order to maximise compliance to SD requirements, the suppliers will be required to submit auditable SD reports against the signed requirements on a project by project basis. Transnet reserves the right to complete audits of these reports as well as the suppliers business to ensure that SD commitments are delivered as agreed.





## **T2.2-11: Service Provider Integrity Pact**

**Important Note: All potential bidders must read this document and certify in the RFX Declaration Form that that have acquainted themselves with, and agree with the content. The contract with the successful bidder will automatically incorporate this Integrity Pact as part of the final concluded contract.**

### **INTEGRITY PACT**

Between

**TRANSNET SOC LTD**

Registration Number: 1990/000900/30

("Transnet")

And

-----  
The Bidder / Supplier/ Service Provider / Contractor (hereinafter referred to as the "Bidder / Supplier")

## **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 Bidders / Suppliers.

In order to achieve these goals, Transnet and the Bidder / Supplier hereby enter into this agreement hereinafter referred to as the "Integrity Pact" which will form part of the Bidder's / Supplier'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 Bidders / Suppliers 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 Bidder / Supplier 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 Bidders / Suppliers 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 Bidder, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to any contract.
- 2.2 Transnet will, during the registration and bidding process treat all Bidders / Suppliers with equity, transparency and fairness. Transnet will in particular, before and during the registration process, provide to all Bidders / Suppliers the same information and will not provide to any Bidders / Suppliers confidential / additional information through which the Bidders / Suppliers could obtain an advantage in relation to any bidding process.
- 2.3 Transnet further confirms that its employees will not favour any prospective bidder in any form that could afford an undue advantage to a particular bidder during the tendering stage, and will further treat all Bidders / Supplier participating in the bidding process.
- 2.4 Transnet will exclude from the bidding process such employees who have any personal interest in the Bidders / Suppliers participating in the bidding process.

### 3 OBLIGATIONS OF THE BIDDER / SUPPLIER

- 3.1 The Bidder / Supplier commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Bidder / Supplier commits to the following:
- a) The Bidder / Supplier 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 bidding process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the bidding process; and
  - b) The Bidder / Supplier 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 bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The acceptance and giving of gifts may be permitted provided that:
- a) the gift does not exceed R1 000 (one thousand Rand) in retail value;
  - b) many low retail value gifts do not exceed R 1 000 within a 12 month period;
  - c) hospitality packages do not exceed R5 000 in value or many low value hospitality packages do not cumulatively exceed R5 000;
  - d) a Bidder / Supplier does not give a Transnet employee more than 2 (two) gifts within a 12 (twelve) month period, irrespective of value;
  - e) a Bidder / Supplier does not accept more than 1 (one) gift in excess of R750 (seven hundred and fifty Rand) from a Transnet employee within a 12 (twelve) month period, irrespective of value;
  - f) a Bidder / Supplier may under no circumstances, accept from or give to, a Transnet employee any gift, business courtesy, including an invitation to a business meal and /or drinks, or hospitality package, irrespective of value, during any bid evaluation process, including a period of 12 (twelve) months after such tender has been awarded, as it may be perceived as undue and improper influence on the evaluation process or reward for the contract that has been awarded; and
  - g) a Bidder / Supplier may not offer gifts, goods or services to a Transnet employee at artificially low prices, which are not available to the public at those prices.
- 3.3 The Bidder / Supplier will not collude with other parties interested in the contract to preclude a competitive bid price, impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract. The Bidder / Supplier further commits itself to delivering against all agreed upon conditions as stipulated within the contract.
- 3.4 The Bidder / Supplier will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Bidders / Suppliers. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the bidding process.
- 3.5 The Bidder / Supplier will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Bidder /Supplier 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 Bidder / Supplier 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 bidding process. Similarly, the Bidder / Supplier of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or bidding process.
- 3.7 The Bidder / Supplier will not misrepresent facts or furnish false or forged documents or information in order to influence the bidding process to the advantage of the Bidder / Supplier or detriment of Transnet or other competitors.
- 3.8 The Bidder / Supplier shall furnish Transnet with a copy of its code of conduct, which code of conduct shall reject the use of bribes and other dishonest and unethical conduct, as well as compliance programme for the implementation of the code of conduct.
- 3.9 The Bidder / Supplier will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 3.10 The Bidder/Supplier 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 BIDDING**

- 4.1 For the purposes of this undertaking in relation to any submitted Bid, the Bidder declares to fully understand that the word "competitor" shall include any individual or organisation, other than the Bidder, whether or not affiliated with the Bidder, who:
- a) has been requested to submit a Bid in response to this Bid invitation;
  - b) could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and

- c) provides the same Goods and Services as the Bidder and/or is in the same line of business as the Bidder.
- 4.2 The Bidder has arrived at his submitted Bid 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 bidding.
- 4.3 In particular, without limiting the generality of paragraph 4.2 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 Bid;
  - e) the submission of a Bid which does not meet the specifications and conditions of the RFP; or
  - f) bidding with the intention of not winning the Bid.
- 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 Bid relates.
- 4.5 The terms of the Bid as submitted have not been, and will not be, disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official Bid opening or of the awarding of the contract.
- 4.6 Bidders are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, Bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [NPA] for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

## **5 DISQUALIFICATION FROM BIDDING PROCESS**

- 5.1 If the Bidder / Supplier has committed a transgression through a violation of paragraph 3 of this Integrity Pact or in any other form such as to put its reliability or credibility as a Bidder / Supplier into question, Transnet may reject the Bidder's / Supplier's application from the registration or bidding process and remove the Bidder / Supplier from its database, if already registered.
- 5.2 If the Bidder / Supplier has committed a transgression through a violation of paragraph 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 Bidder / Supplier from future bidding 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 Bidder / Supplier 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 Bidder / Supplier 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 DATABASE OF RESTRICTED SUPPLIERS (BLACKLISTING)

- 6.1 All the stipulations on Transnet's blacklisting process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual are included herein by way of reference. Below follows a condensed summary of this blacklisting procedure.
- 6.2 Blacklisting is a mechanism used to exclude a company/person from future business with Transnet and other organs of state for a specified period. On completion of the blacklisting process, the blacklisted entity's details will be placed on National Treasury's Database of Restricted Suppliers for the specified period of exclusion.
- 6.3 The decision to blacklist is based on one of the grounds for blacklisting. The standard of proof to commence the blacklisting process is whether a "*prima facie*" (i.e. on the face of it) case has been established.
- 6.4 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to blacklisting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.
- 6.5 A supplier or contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.
- 6.6 Grounds for blacklisting include: If any person/Enterprise which has submitted a Bid, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Bid or contract:
- a) Has, in bad faith, withdrawn such Bid after the advertised closing date and time for the receipt of Bids;
  - b) has, after being notified of the acceptance of his Bid, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the bid documents;
  - c) has carried out any contract resulting from such bid 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.
- 6.7 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 Register of Tender Defaulters.

- 6.8 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 Bidder / Supplier 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 Bidder's / Supplier's database or any bidding process.
- 7.2 If it is found to be that the Bidder / Supplier made an incorrect statement on this subject, the Bidder / Supplier can be rejected from the registration process or removed from the Bidder / Supplier database, if already registered, for such reason (refer to the Breach of Law Form contained in the applicable RFX 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 Bidder / Supplier from the bidding process or call off the pre-contract negotiations without giving any compensation the Bidder / Supplier. However, the proceedings with the other Bidders / Suppliers may continue;
  - b) Immediately cancel the contract, if already awarded or signed, without giving any compensation to the Bidder / Supplier;
  - c) Recover all sums already paid by Transnet;
  - d) Encash the advance bank guarantee and performance bond or warranty bond, if furnished by the Bidder / Supplier, in order to recover the payments, already made by Transnet, along with interest;
  - e) Cancel all or any other contracts with the Bidder / Supplier; and
  - f) Exclude the Bidder / Supplier from entering into any bid 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 bidding / 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 bid committee member or any person involved in the sourcing process must be declared in a prescribed form.

- 9.3 If a Bidder / Supplier 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 bid which will be considered for the bid process, the Bidder / Supplier:

- 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 Bidder / Supplier 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 Bidder / Supplier.

## 10 DISPUTE RESOLUTION

- 10.1 Transnet recognises that trust and good faith are pivotal to its relationship with its Bidders / Suppliers. When a dispute arises between Transnet and its Bidder / Supplier, 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 supplier make a false statement either in giving evidence or on an affidavit;
  - c) **Scurrilous allegations:** where a supplier makes allegations regarding a senior Transnet employee which are without proper foundation, scandalous, abusive or defamatory; and
  - d) **Abuse of court process:** when a supplier abuses the court process in order to gain a competitive advantage during a bid 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 bidding 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 Bidder / Supplier be confronted with dishonest, fraudulent or corruptive behaviour of one or more Transnet employees, Transnet expects its Bidders / Suppliers 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.

oooOOOooo



## T2.2-12: Mutual Non-Disclosure Agreement

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

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

**Transnet SOC Ltd** (Registration No. 1990/000900/30), a company incorporated and existing under the laws of South Africa, having its principal place of business at Transnet Group Capital, Belcon Building, Belcon Road, Bellville, 7535, South Africa,

and

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

.....

### 1. Purpose

The parties to this Agreement have a business relationship under which each party may disclose its Confidential Information to the other for the purpose of providing **ENGINEERING, PROCUREMENT & CONSTRUCTION MANAGEMENT SERVICES FOR THE SALDANHA PROGRAMME OF WORKS** ('the Purpose'). Each party ('the receiving party') shall treat as confidential all information and know-how which it may receive from the other party ('the disclosing party') in terms of this Agreement (hereinafter referred to as "confidential information"), and shall not divulge to any other party in any circumstances any such confidential information, and, in particular, any such confidential information as is covered by the National Key Points Act (Act No. 102 of 1980), whether during the currency of this Agreement or at any time thereafter, without the prior written consent of the disclosing party.

### 2. Definition

**"Confidential Information"** means any information, technical data, or know-how, including, but not limited to, that which relates to research, product plans, products, services, customers, markets, software, developments, inventions, processes, designs, drawings, engineering, hardware configuration information, marketing or finances.

### 3. Exclusions

Confidential Information does not include information, technical data or know-how which:

- 3.1. is in the possession of the receiving party at the time of disclosure as shown by the receiving party's files and records immediately prior to the time of disclosure;
- 3.2. prior or after the time of disclosure becomes part of the public knowledge or literature, not as a result of any inaction or action of the receiving party;
- 3.3. is developed by the receiving party through its independent resources without reference to the disclosing party's Confidential Information;

- 3.4. is disclosed to the receiving party by a third party without restriction and, to the knowledge of the receiving party, without violation of any obligation of confidentiality; or
- 3.5. is approved for release by the disclosing party in writing.

#### **4. Non-Disclosure of Confidential Information**

- 4.1. The parties to this Agreement agree not to use the Confidential Information disclosed to it by the other party for its own use or for any purpose except to carry out the Purpose as contained in this Agreement. Neither party will disclose any Confidential Information of the other party to third parties except those directors, officers, employees, consultants and agents who are required to have the information in order to carry out the discussions of the contemplated Purpose. Each party will notify those directors, officers, employees, consultants and agents to whom Confidential Information of the other party is disclosed or who have access to Confidential Information of the other party that they are bound by the obligations of this Non-Disclosure Agreement.
- 4.2. Each party agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the other party in order to prevent it from falling into the public domain or the possession of persons other than those persons authorised hereunder to have any such information, which measures shall include the highest degree of care that either party utilises to protect its own Confidential Information of a similar nature. Each party agrees to notify the other party in writing of any misuse or misappropriation of such Confidential Information of the other party which may come to its attention.

#### **5. Promotion of Access to Information Act, No.2 of 2000**

- 5.1. All information relating to the disclosing party and which the disclosing party has indicated to the receiving party in writing to be confidential information, shall be deemed to be confidential information.
- 5.2. No provision of this Agreement shall be construed in such a way that the disclosing party is deemed to have granted its consent to the receiving party to disclose the whole or any part of the confidential information in the event that the receiving party receives a request for the whole or any part of the confidential information in terms of the provisions of the Promotion of Access to Information Act, No.2 of 2000, as may be amended from time to time ("the Act").
- 5.3. Subject to the provisions of sub-clause 5.3 below, the disclosure of confidential information by the receiving party otherwise than in accordance with the provisions of this Agreement will entitle the disclosing party to institute action for breach of confidence against the receiving party, as envisaged by Section 65 of Act No.2 of 2000.
- 5.4. The receiving party acknowledges that the provisions of sub-clause 5.2 above shall not be construed in such a manner as to exclude the applicability of any other grounds of refusal contained in Act No.2 of 2000 which may be applicable in the event that the receiving party receives a request for the whole or any part of the confidential information in terms of Act No.2 of 2000.

#### **6. Non-Solicitation**

During the two-year period following the execution of this Agreement, neither party will solicit for employment, on its own behalf or that of any other person, any officer, director or employee of the other party at the level of director, vice-president or higher with whom the soliciting party became acquainted during the course of the discussions contemplated by this Agreement; provided, that the foregoing shall not

be deemed to prohibit either party or a subsidiary of such party from making a general, public solicitation of employment in the ordinary course of such party or subsidiary's business, provided that such solicitation is not directed specifically to employees of the other party.

#### **7. Mandatory Disclosure**

In the event that either party or their respective directors, officers, employees, consultants or agents are requested or required by legal process to disclose any of the Confidential Information of the other party, the party required to make such disclosure shall give prompt notice so that the other party may seek a protective order or other appropriate relief. In the event that such protective order is not obtained, the party required to make such disclosure shall disclose only that portion of the Confidential Information, which its counsel advises that it is legally required to disclose.

#### **8. Variation, Addition or Cancellation**

No variation of, addition to, cancellation or novation of this Agreement in its entirety or of any term or condition thereof shall be of any force or effect unless such amendment or cancellation is reduced to writing and signed by both parties.

#### **9. No License Granted**

Nothing in this Agreement is intended to grant any rights to either party under any patent, copyright, trade secret or other intellectual property right nor shall this Agreement grant either party any rights in or to the other party's Confidential Information, except the limited right to review such Confidential Information solely for the purposes of the contemplated business relationship between the parties.

#### **10. No Representations**

No party makes any representation or warranty as to the accurateness or completeness of any Confidential Information provided hereunder. Neither party shall have any liability to the other arising from, or related to, the other party's use of Confidential Information provided hereunder.

#### **11. Term**

The foregoing commitments of either party in this Agreement shall survive any termination of the business relationship under the contemplated Purpose between the parties, and shall continue relative to any Confidential Information disclosed hereunder for a period of 10 (ten) years following the disclosure of such Confidential Information.

#### **12. Miscellaneous**

This Agreement shall be binding upon and for the benefit of the undersigned parties, their successors and assigns, provided that Confidential Information of either party may not be assigned without the prior written consent of the disclosing party. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof.

#### **13. Governing Law and Jurisdiction**

This Agreement shall be governed by and construed and enforced in accordance with the laws of the Republic of South Africa, and shall be binding upon the parties hereto in South Africa and worldwide.

#### 14. Disputes

Any dispute or difference arising out of or relating to this Confidentiality Agreement shall be referred to arbitration and settled by arbitration according to the rules then in effect of the Arbitration Foundation of Southern Africa. Such arbitration shall be held in Johannesburg, and conducted in the English language before 1 (one) arbitrator appointed in accordance with the said rules. The arbitrator shall apply the law chosen by the parties elsewhere in this Agreement to the merits of the dispute. This Agreement to arbitrate shall be enforceable in, and judgement upon any award may be entered in any court of any country having appropriate jurisdiction.

#### 15. Remedies

Each party agrees that its obligations hereunder are necessary and reasonable in order to protect the other party and the other party's business, and expressly agrees that monetary damages may be inadequate to compensate the other party for any breach by either party of any covenants and agreements set forth herein. Accordingly, each party agrees and acknowledges that any such violation or threatened violation may cause irreparable injury to the other party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the other party shall be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach, without the necessity of proving actual damages.

Signed

Date

Name

Position

Tenderer

## T2.2-13: Supplier Declaration Form

### Transnet Supplier Declaration / Application

#### **THE FINANCIAL DIRECTOR OR COMPANY SECRETARY OR OWNER/TRUSTEE/PARTNER, ETC.:**

Transnet Vendor Management has received a request to load your company on to the Transnet vendor database. Please furnish us with the following to enable us to process this request:

- a) Complete the "Supplier Declaration Form" (**SDF**) on all pages of this letter
- b) Original cancelled cheque OR certified letter from the bank verifying banking details (with bank stamp and on bank letterhead)
- c) **Certified** copy of Identity document of Shareholders / Directors / Members / Owner (s) (where applicable)
- d) **Certified** copies of the relevant company registration documents / IT Trust Certificate / Partnership Agreement / Companies and Intellectual Property Commission (CIPC) (which one is applicable)
- e) **Certified** copies of the company's shareholding director's portfolio
- f) A letter with the company's letterhead confirming physical and postal addresses as well as contact details
- g) **Original** copy of SARS Tax Clearance certificate and **certified copy** of VAT registration certificate (where VAT registered)
- h) If your business entity is not registered for VAT, please submit an original Affidavit (refer to further details on the SDF)
- i) A valid and original B-BBEE verification certificate / sworn affidavit or certified copy thereof meeting the requirement for B-BBEE compliance as required by the B-BBEE Codes of Good Practice
- j) A **certified** letter signed by a physician confirming the disability, where applicable
- k) **Certified** (valid) IRP 30 exemption certificate (Labour Brokers), where applicable
- l) A **certified** copy of a recent months EMP 201 form where applicable
- m) A **certified** declaration that more than 2 employees are on a full time basis employed – refer to the SDF for further information in this regard

#### **Failure to submit the above documentation will delay the vendor creation process.**

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

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 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.

**Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents and annexure mentioned above to the Transnet Official who is intending to procure your company's services / products**

**Transnet is expecting from its supplier's to timeously renew their Tax Clearance and B-BBEE certificates annually. Failure in doing so will result in the blocking of vendor accounts of non-compliant suppliers.**

### i) Supplier Declaration Form

Company Trading Name	
Company Registered Name	

Did your company previously operate under another name?	Yes		No	
---	-----	--	----	--

If <b>YES</b> state the previous details below:							
(a) Trading Name							
(b) Registered Name							
(c) Company Registration No Or ID No If a Sole Proprietor							
(d) Form of entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor	

Please indicate your current company's VAT Registration status to (a), (b) and (c) below:		
---	--	--

(a) VAT Registration Number	
(b) If <b>Exempted from VAT registration</b> , state reason and submit proof from SARS in confirming the exemption status	
(c) If your business entity is not VAT Registered, please submit a sworn affidavit (Appendix I) as per attached example. The affidavit must be the original version. Your Non VAT Registration must be confirmed annually.	

Bank Name / 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			

Most recent Financial Year's Annual Turnover	<R1Million	R1-R10Million	R10-R50Million	>R50Million
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Is your company a Labour Broker?	Yes		No	
----------------------------------	-----	--	----	--

Main Product / Service Supplied e.g. Stationery / Consulting etc.				
How many personnel does the business enterprise employ?	Full Time		Part Time	

Please Note: Should your business enterprise employ more than 2 full time employees who are not connected persons as defined in the Income Tax Act, please submit a sworn affidavit (Appendix II) as per attached example.

BBBEE Ownership Details							
Does your company have a valid BBBEE certificate?						Yes	No
What is your broad based BEE status (Level 1 to 9 / Unknown)							
Majority Race of Ownership							
% Black Ownership		% Black women ownership		% Black Disabled person(s) ownership		% Black Youth ownership	

Transnet B-BBEE Department Contact Person	
Contact number	

Duly Authorised To Sign For And On Behalf Of Firm / Organisation			
Name		Designation	
Signature		Date	

Stamp And Signature Of Commissioner Of Oath			
Name		Date	
Signature		Telephone No	

**Internal Transnet Departmental Questionnaire (For Office Use Only)**

Company Trading Name	
Company Registered Name	

TFR	TFR RME	TE	TPT	TPL	TNPA	TRN PROP	TRN TCC	TRN FOUN	TRN TCP
Create		Amend			Block			Unblock	
Extend		Delete			Undelete			Once-Off / Emergency	

Please indicate whether the Supplier has a contract with sourcing Transnet OD	Yes		No
If yes, please submit a copy of the adjudication document / Signed-off comparative schedule			

**PLEASE NOTE THAT PARAGRAPHS (A) TO (C) TO BE COMPLETED BY THE TRANSNET REQUESTING/SOURCING DEPARTMENT – THE FULL SET OF VENDOR RELATED DOCUMENTS MUST THEN BE FORWARDED TO THE APPROPRIATE VENDOR APPROVAL OFFICIAL FOR APPROVAL**

**(a) What is being procured from the supplier?**

i. Products Only	Yes		No
ii. Services Only	Yes		No
iii. Labour Only	Yes		No
iv. Mix of Products and Services	Yes		No
v. Mix of Services and Labour	Yes		No

(b) If your answer is **YES** to any one of the questions in paragraph (a) ii to v above and the applicant supplier has not submitted a sworn affidavit as per Appendix II, the matter should be further investigated in terms of the TAX Withholding Procedures. Where necessary you may approach your Operating Division's Procurement Department for guidance in this regard. Details of the appropriate Transnet Decision Making Body such as a Cross Functional Sourcing Team, should be indicated below – a copy of the signed-off Document by the mentioned Decision Making Body, and should also be attached.

Type	Deduct Tax	If Tax should be deducted (Indicate % to be deducted)	Department Responsible for Payment (PROCUREMENT OR *PAYROLL) * IF PAYROLL SHOULD EFFECT PAYMENT, THE DOCUMENTS SHOULD BE FORWARDED TO THE LATTER OFFICE)
<b>Service Provider</b>	Yes/No		
Labour broker without IRP30 exemption certificate	Yes/No		
Labour broker with IRP30 exemption certificate	Yes/No		
Personal Service Provider	Yes/No		
Independent Contractor	Yes/No		
None of the above apply, state reason			
If PAYE to be deducted, please indicate whether the applicant supplier has indicated in writing that it is prepared in rendering services to Transnet on the PAYE conditions. <b>(Please attached a copy of the written communication)</b>			
If the reply is "NO", the vendor application will be regarded as cancelled and another service provider should be sourced.			





CERTIFICATION AND APPROVAL OF PROPOSED VENDOR CREATION/VENDOR DETAILS UPDATE BY TRANSNET OFFICIAL WITH APPROPRIATE DELEGATED AUTHORITY.

I hereby certify that the Transnet Procurement Procedure Manual (PPM) / Procurement Mechanisms have in ALL RESPECTS been adhered to and therefore approve the proposed Vendor CREATION/VENDOR DETAILS UPDATE

Vendor Approval Official's Details											
Name		Designation		Date				Signature			
				Y	Y	Y	Y	M	M	D	D
Tel No		Fax No						e-Mail			

**A. Internal Document Checklist**

Document List	Yes / No
1) Complete Supplier Declaration Form (SDF)	
2) Verification of banking details: Original cancelled cheque or Letter from the bank (with bank stamp)	
3) Certified copy of identity document of Shareholders / Directors / Members / Youth / Disabled persons owned	
4) A certified letter signed by a physician confirming the disability.	
5) <b>Certified</b> copies of the relevant company registration documents / IT Trust Certificate / Partnersh Agreement / Companies and Intellectual Property Commission (CIPC) (which one is applicable)	
6) Certified copy of share certificates of Shareholders	
7) A letter with the company's letterhead confirming physical and postal addresses	
8) Original or certified copy of a valid SARS Tax Clearance certificate or Original or certified copy of a valid IRP 30 exemption certificate or Sworn affidavit (Appendix I)	
9) Confirmation of most recent annual turnover	
10) Original or certified copy of a letter from the Auditor / Accountant; AND / OR B-BBEE certificate and detailed scorecard from Accredited rating agency (SANAS)	
11) A copy of a recent months EMP 201 form	
12) Declaration that at least 3 employees are on a full time basis (Appendix II)	
13) Declaration in terms of 80% of income	

**Document Name:** Vendor Master\_Trade Vendor Management Procedure

**Classification:**

**Date:** 21 July 2014

**REF:**

**Revision:** Version 4.1

**Page 5 of 5**

## T2.2-14: TENDER DECLARATION FORM

NAME OF COMPANY: \_\_\_\_\_

We \_\_\_\_\_ do hereby certify that:

1. Transnet has supplied and we have received appropriate responses to any/all questions (as applicable) which were submitted by ourselves for bid clarification purposes;
2. we have received all information we deemed necessary for the completion of this Request for Proposal (RFP);
3. at no stage have we received additional information relating to the subject matter of this RFP from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the RFP documents;
4. we are satisfied, insofar as our company is concerned, that the processes and procedures adopted by Transnet in issuing this RFP and the requirements requested from bidders in responding to this RFP 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:

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Indicate nature of relationship with Transnet:

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*[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 bid 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" overleaf).
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.

SIGNED at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_

For and on behalf of ..... duly authorised thereto	AS WITNESS:
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	
Place:	

## T2.2-15: B-BBEE PREFERENCE POINTS CLAIM FORM

(SBD 6.1)

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

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

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### 1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 90/10 system for requirements with a Rand value of above R50 000 000 (all applicable taxes included)
- 1.2 The value of this bid is estimated to **exceed** R50 000 000 (all applicable taxes included) and therefore the **90/10** preference point system shall be applicable.
- 1.3 Preference points for this bid shall be awarded for:
- (a) Price; and
  - (b) B-BBEE Status Level of Contribution.
- 1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	90
B-BBEE STATUS LEVEL OF CONTRIBUTION	10
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

- 1.5 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a Registered Auditor approved by the Independent Regulatory Board of Auditors [**IRBA**] 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 bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

### 2. DEFINITIONS

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

- (d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **"CIPC"** means the Companies and Intellectual Property Commission, formerly known as CIPRO, the Companies and Intellectual Property Registration Office.
- (g) **"comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (h) **"consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- (i) **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;
- (j) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (k) **"firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (l) **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- (m) **"non-firm prices"** means all prices other than "firm" prices;
- (n) **"person"** includes a juristic person;
- (o) **"QSE"** means a Qualifying Small EEnterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 ( Act No. 53 of 2003);
- (p) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- (q) **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- (r) **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- (s) **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- (t) **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

### 3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.

- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

**4. POINTS AWARDED FOR PRICE**

**4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS**

A maximum of 80 or 90 points is allocated for price on the following basis:

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

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

**5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION**

- 5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 A bidder who qualifies as a EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership. Furthermore EMEs may also obtain a sworn affidavit from CIPC (formerly CIPRO) Self Service Terminals when registering a business or filing annual returns. In these instances Transnet would require proof of turnover as well as proof of ownership. Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at [www.dti.gov.za/economic\\_empowerment/bee\\_codes.jsp](http://www.dti.gov.za/economic_empowerment/bee_codes.jsp).
- 5.3 QSEs that are at least 51% Black owned or higher are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R50 million or less and the entity's Level of Black ownership.

- 5.4 A Bidder other than EME or a QSE that is at least 51% Black owned must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.5 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.6 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.7 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.8 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.9 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.
- 5.10 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

**6. BID DECLARATION**

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

**7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1**

7.1 B-BBEE Status Level of Contribution: . = .....(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.

**8. SUB-CONTRACTING**

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

*(Tick applicable box)*

YES	NO
-----	----

8.1.1 If yes, indicate:

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

*(Tick applicable box)*

YES	NO
-----	----

**9. DECLARATION WITH REGARD TO COMPANY/FIRM**

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and



(e) forward the matter for criminal prosecution.

<b>WITNESSES</b>
1. ....
2. ....

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

## T2.2-16: 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 at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
SIGNATURE OF WITNESS

## T 2.2-17: B-BBEE IMPROVEMENT PLAN

Transnet encourages its Suppliers/Service Providers to constantly strive to improve their B-BBEE rating. Whereas Respondents will be allocated points in terms of a preference point system based on its B-BBEE scorecard, in addition to such scoring, Transnet also requests that Respondents submit a B-BBEE improvement plan. Respondents are therefore requested to indicate the extent to which the elements of their B-BBEE scorecard will be maintained or improved over the contract period. This intent is to be submitted with their Bid proposal in the form of a B-BBEE Improvement Plan.

*Respondents are to insert their current status (%) and future targets (%) for the B-BBEE Improvement Plan [i.e. not the % change but the end-state quantum expressed as a percentage] in the table below. This will indicate how you intend to sustain or improve your B-BBEE rating over the contract period. On agreement, this will represent a binding commitment to the successful Respondent.*

*Transnet reserves the right to request supporting evidence to substantiate the commitments made in the B-BBEE Improvement Plan.*

OWNERSHIP INDICATOR	Required Responses	Current Status (%)	Future Target (%)
1. The percentage of the business owned by Black <sup>1</sup> persons.	<i>Provide a commitment based on the extent to which ownership in the hands of Black persons as a percentage of total ownership of the organisation would be sustained or increased over the contract period.</i>		
2. The percentage of your business owned by Black women.	<i>Provide a commitment based on the extent to which ownership in the hands of Black women as a percentage of total ownership of the organisation would be sustained or increased over the contract period.</i>		
3. The percentage of the business owned by Black youth <sup>2</sup>	<i>Provide a commitment based on the extent to which ownership in the hands of Black youth as a percentage of total ownership of the organisation would be sustained or increased over the contract period.</i>		
4. The percentage of the business owned by Black persons living with disabilities	<i>Provide a commitment based on the extent to which ownership in the hands of Black disabled persons as a percentage of total ownership of the organisation would be sustained or increased over the contract period.</i>		
5. New Entrants <sup>3</sup> (Early stage business)	<i>Provide a commitment based on the extent to which new entrants will be supported over the contract period.</i>		

1 **"Black"** means South African Blacks , Coloureds and Indians , as defined in the B-BBEE Act, 53 of 2003

2 **"Black youth"** means Black persons from the age of 16 to 35

3 **"New Entrants"** means an early stage business which is similar to a start-up. However, an early stage business is typically 3 years old or less.

MANAGEMENT CONTROL INDICATOR	Required Responses	Current Status (%)	Future Targets (%)
6. The percentage of Black Board members in relation to the total number of Board members	<i>Provide a commitment based on the extent to which the number of Black Board members, as a percentage of the total Board, would be sustained or increased over the contract period.</i>		
7. The percentage of Black female Board members in relation to the total number of Board members	<i>Provide a commitment based on the extent to which the number of Black female Board members, as a percentage of the total Board, would be sustained or increased over the contract period.</i>		
8. Black Executives directors as a percentage of all executive directors	<i>Provide a commitment based on the extent to which the number of Black executive Directors as a percentage of all Executive Directors would be sustained or increased over the contract period.</i>		
9. Black female Executives directors as a percentage of all executive directors	<i>Provide a commitment based on the extent to which the number of Black female executive Directors as a percentage of all Executive Directors would be sustained or increased over the contract period.</i>		
<b>Other Executive Management</b>	<b>Required Response</b>	<b>Current Status (%)</b>	<b>Future Targets (%)</b>
10. Black Executive Management as a percentage of all executive directors	<i>Provide a commitment based on the extent to which the number of Black executive Managers as a percentage of all Executive Directors would be sustained or increased over the contract period.</i>		
11. Black Female Executive Management as a percentage of all executive directors	<i>Provide a commitment based on the extent to which the number of Black female executive Managers as a percentage of all Executive Directors would be sustained or increased over the contract period.</i>		
<b>Senior Management</b>	<b>Required Response</b>	<b>Current Status (%)</b>	<b>Future Targets (%)</b>
12. Black employees in Senior Management as a percentage of all senior management	<i>Provide the percentage of Blacks that would be appointed or retained by the Board and would be operationally involved in the day to day <b>senior management</b> of the business, with individual responsibility for overall and/or financial management of the business and actively involved in the development and implementation of <b>overall strategy</b>, over the contract period.</i>		
13. Black female employees in Senior Management as a percentage of all senior management	<i>Provide the percentage of Black females that would be appointed or retained by the Board and would be operationally involved in the day to day <b>senior management</b> of the business, with individual responsibility for overall and/or financial management of the business and actively involved in the development and implementation of <b>overall strategy</b>, over the contract period.</i>		
<b>Middle Management</b>	<b>Required Response</b>	<b>Current</b>	<b>Future</b>

Respondent's Signature

Date & Company Stamp

		Status (%)	Targets (%)
14. Black employees in Middle Management as a percentage of all middle management	<i>Provide the percentage of Blacks that would be retained or appointed by the organisation in the <b>middle management</b> cadre and would be operationally involved in the day to day management of the business, with individual responsibility for a particular area within the business and actively involved in the <b>day to day management</b> of the organisation, over the contract period.</i>		
15. Black female employees in Middle Management as a percentage of all middle management	<i>Provide the percentage of Blacks females that would be retained or appointed by the organisation in the <b>middle management</b> cadre and would be operationally involved in the day to day management of the business, with individual responsibility for a particular area within the business and actively involved in the <b>day to day management</b> of the organisation, over the contract period.</i>		
<b>Junior Management</b>	<b>Required Response</b>	<b>Current Status (%)</b>	<b>Future Targets (%)</b>
16. Black employees in Junior management as a percentage of all junior management	<i>Provide a commitment based on the extent to which the number of Black Junior Managers as a percentage of the total junior Managers, would be sustained or increased over the contract period.</i>		
17. Black female employees in Junior management as a percentage of all junior management	<i>Provide a commitment based on the extent to which the number of Black female Junior Managers as a percentage of the total junior Managers, would be sustained or increased over the contract period.</i>		
<b>Employees with disabilities</b>	<b>Required Response</b>	<b>Current Status (%)</b>	<b>Future Targets (%)</b>
18. Black employees with disabilities as a percentage of all employees	<i>Provide a commitment based on the extent to which the percentage of Black disabled employees, in relation to the total of all employees in the organisation, would be sustained or increased over the contract period.</i>		
<b>PREFERENTIAL PROCUREMENT INDICATOR</b>	<b>Required Responses</b>	<b>Current Status (%)</b>	<b>Future Targets (%)</b>
19. B-BBEE procurement spend from all Empowering Suppliers <sup>4</sup> based on the B-BBEE procurement	<i>Provide a commitment based on the extent to which B-BBEE spend from all Empowering Suppliers would be sustained or increased over the contract period.</i>		

<sup>4</sup> **“Empowering Suppliers”** means a B-BBEE compliant entity, which should meet at least three of the following criteria if it is a Large Enterprise or one if it is a QSE:

- (a) At least 25% of cost of sales excluding labour cost and depreciation must be procured from local producers or local supplier in SA, for service industry labour cost are included but capped to 15%.
- (b) Job creation - 50% of jobs created are for Black people provided that the number of Black employees since the immediate prior verified B-BBEE Measurement is maintained.
- (c) At least 25% transformation of raw material/beneficiation which include local manufacturing, production and/or assembly, and/or packaging.
- (d) Skills transfer - at least spend 12 days per annum of productivity deployed in assisting Black EMEs and QSEs beneficiaries to increase their operation or financial capacity.

recognition level as a percentage of total measured procurement spend			
20. B-BBEE procurement spend from all Empowering Suppliers QSEs based on the applicable B-BBEE Procurement Recognition Levels as a percentage of Total Measured Procurement Spend	<i>Provide a commitment based on the extent to which B-BBEE spend from Empowering Supplier QSEs would be sustained or increased over the contract period</i>		
21. B-BBEE procurement spend from Exempted Micro-Enterprise based on the applicable B-BBEE procurement recognition Levels as a percentage of Total Measured Procurement Spend	<i>Provide a commitment based on the extent to which B-BBEE spend from EMEs would be sustained or increased over the contract period</i>		
22. B-BBEE procurement spend from Empowering Suppliers that are at least 51% black owned based on the applicable B-BBEE Procurement Recognition Levels as a percentage of Total Measured Procurement Spend	<i>Provide a commitment based on the extent to which spend from Empowering Suppliers who are more than 51% Black-owned would be maintained or increased over the contract period.</i>		
23. B-BBEE procurement spend from Empowering Suppliers that are at least 30% black women owned based on the applicable B-BBEE Procurement Recognition Levels as a percentage of Total Measured Procurement Spend	<i>Provide a commitment based on the extent to which spend from Empowering Suppliers who are more than 30% Black women-owned would be maintained or increased over the contract period.</i>		
24. B-BBEE Procurement Spent from Designated Group <sup>5</sup> Suppliers that are at least 51% Black owned	<i>Provide a commitment based on the extent to which spend from suppliers from Designated Group Suppliers that are at least 51% Black owned would be maintained or increased over the contract period.</i>		

<sup>5</sup> **“Designated Groups”** means:

- a) unemployed black people not attending and 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 Codes 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; and
- e) black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011.

SUPPLIER DEVELOPMENT INDICATOR	Required Response	Current Status (%)	Future Target (%)
25. Annual value of all Supplier Development <sup>6</sup> Contributions made by the Measured entity as a percentage of the target	<i>Provide a commitment based on the percentage in your organisation's annual spend on Supplier Development initiatives, will be maintained or improved over the contract period.</i>		
ENTERPRISE DEVELOPMENT INDICATOR	Required Response	Current Status (%)	Future Target (%)
26. The organisation's annual spend on Enterprise Development <sup>7</sup> as a percentage of Net Profit after Tax [NPAT]	<i>Provide a commitment based on the retention or increase in your organisation's annual spend on Enterprise Development initiatives, as a percentage of its Net Profit after Tax, over the contract period.</i>		

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<sup>6</sup> **“Supplier Development”** means monetary or non-monetary contributions carried out for the benefit of value-adding suppliers to the Measured Entity, with the objective of contributing to the development, sustainability and financial and operational independence of those beneficiaries:

(a) Supplier Development Contributions to suppliers that are Exempted Micro-Enterprises or Qualifying Small Enterprises which are at least 51% black owned or at least 51% black women owned.

Supplier Development within the contest of the B-BBEE scorecard must be differentiated from Transnet's Supplier Development Initiatives. Whereas the former relates to the definition above, the latter relates to improving the socio-economic environment through initiatives that are committed to as part of a contract award that contribute to the development of a competitive supplier base in relation to a particular industry.

<sup>7</sup> **“Enterprise Development”** means monetary and non-monetary contributions carried out for the following beneficiaries, with the objective of contributing to the development, sustainability and financial and operational independence of those beneficiaries:

(a) Enterprise Development Contributions to Exempted Micro-Enterprises or Qualifying Small Enterprises which are at least 51% Black owned or at least 51% Black women owned;



## 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:

### Engineering, Procurement & Construction Management (EPCM) for Saldanha Programme of Works.

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

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

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

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

Signature(s)

Name(s)

Capacity

**For the  
tenderer:**

(Insert name and address of organisation)

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

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

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

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

Signature(s)

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

**for the  
Employer**

Transnet Group Capital  
Transnet Belcon Building  
Belcon Road, First Floor  
Bellville  
7535

Name &  
signature of  
witness

Date

## Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		

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

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

### For the Tenderer:

### For the Employer

Signature

Name

Capacity

On behalf  
of

Name &  
signature  
of witness

Date

Transnet Group Capital  
 Transnet Belcon Building  
 Belcon Road, First Floor  
 Bellville  
 7535

## C1.2 Contract Data

### Part one - Data provided by the *Employer*

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
	dispute resolution Option	<b>G: Term contract</b>
	and secondary Options	<b>W1: Dispute resolution procedure</b>
		<b>X1: Price adjustment for inflation</b>
		<b>X2 Changes in the law</b>
		<b>X9: Transfer of rights</b>
		<b>X10 <i>Employer's Agent</i></b>
		<b>X11: Termination by the <i>Employer</i></b>
		<b>Z: <i>Additional conditions of contract</i></b>
	of the NEC3 Professional Services Contract (June 2005) (amended June 2006 and April 2013)	
10.1	The <i>Employer</i> is (Name):	<b>Transnet SOC Ltd</b>
	Address	<b>Registered address: Transnet Group Capital Transnet Belcon Building Belcon Road, First Floor Bellville 7535</b>
	Having elected its Contractual Address for the purposes of this contract as:	<b>Transnet Group Capital Transnet Belcon Building Belcon Road, First Floor Bellville 7535</b>
	Tel No.	<b>+27 21 940 1999</b>
11.2(9)	The <i>services</i> are	<b>Engineering, Procurement &amp; Construction Management Services for the Saldanha Programme of works.</b>

11.2(10)	The following matters will be included in the Risk Register	As per task specific risk register
11.2(11)	The Scope is in	Part C3: The Scope of services
12.2	The <i>law of the contract</i> is the law of	The Republic of South Africa subject to the jurisdiction of the Courts of South Africa.
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	2 (two) weeks
13.6	The <i>period for retention</i> is	No additional data required for this section of the <i>conditions of contract</i> .
<b>2</b>	<b>The Parties' main responsibilities</b>	
25.2	The <i>Employer</i> provides access to the following persons, places and things	As stipulated in each task order
<b>3</b>	<b>Time</b>	
31.2	The <i>starting date</i> is	01 September 2018
11.2(3)	The <i>completion date</i> for the whole of the <i>services</i> is.	31 August 2021
<b>4</b>	<b>Quality</b>	
40.2	The quality policy statement and quality plan are provided within	No additional data required for this section of the <i>conditions of contract</i> .
41.1	The <i>defects date</i> is	No additional data required for this section of the <i>conditions of contract</i> .
<b>5</b>	<b>Payment</b>	
50.1	The <i>assessment interval</i> is on the	30 days of each successive month
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 as determined from time to time and applicable at the time and interest amount is due.
<b>6</b>	<b>Compensation events</b>	No additional data required for this section of the <i>conditions of contract</i> .
<b>7</b>	<b>Rights to material</b>	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 *Consultant* maintains insurance are

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

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

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

**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 5 million**

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81.1 The *Employer* provides the following insurances

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

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

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

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

**9 Termination** No additional data required for this section of the *conditions of contract*.

**10 Data for main Option clause**

**G Term contract**

21.4 The *Consultant* prepares forecasts of the total Time Charge and *expenses* at intervals no later than **4 weeks**

**11 Data for Option W1**

W1.1 The *Adjudicator* is (Name) **Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the *Adjudicator*, the Chairman of the Association of Arbitrators (Southern Africa) will appoint an *Adjudicator*.**

W1.2(3) The *Adjudicator nominating body* is:  
 If no *Adjudicator nominating body* is entered, it is: **The Association of Arbitrators (Southern Africa)**

W1.4(2) The *tribunal* is: **Arbitration**

W1.4(5) The *arbitration procedure* is **The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)**

The place where arbitration is to be held is **Cape Town**



	<p>The person or organisation who will choose an arbitrator</p> <ul style="list-style-type: none"> <li>• if the Parties cannot agree a choice or</li> <li>• if the <i>arbitration procedure</i> does not state who selects an arbitrator, is</li> </ul>	<b>The Chairman of the Association of Arbitrators (Southern Africa)</b>
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**12 Data for secondary Option clauses**

**X1 Price adjustment for inflation**

X1.1	The <i>index</i> is	<b>"All Items" of Table 1 (Consumer price indices for the total country) in the Statistical Release P0141 "Additional Tables" as published by Statistics South Africa..</b>
	The <i>staff rates</i> are	<b>Fixed at the Contract Date and are not variable with changes in salary paid to individuals.</b>

**X2 Changes in the law**

X2.1	The <i>law of the project</i> is	<b>The Republic of South Africa subject to the jurisdiction of the Courts of South Africa.</b>
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**X9. Transfer of Rights**

Transfer of rights

**The Employer owns the Consultant rights over material prepared for this contract by the Consultant except as stated otherwise in the Scope. The Consultant obtains other rights for the Employer as stated in the Scope and obtains from Sub-Consultant equivalent rights for the Employer over the material prepared by the Sub-consultant. The Consultant provides to the Employer the documents which transfer these rights to the Employer**

**X10 The Employer's Agent**

X10.1	The <i>Employer's Agent</i> is	<b>As stated in each Specific Task Order</b>
	Name:	<b>Willie van Dyk</b>
	Address	<b>Salkor Building Orex Road, Saldanha, 7380</b>
	The authority of the <i>Employer's Agent</i> is	<b>Fully empowered to act on behalf of the Employer</b>

**X11. Termination by the Employer**

X11.1	The <i>Employer</i> may terminate the <i>Consultant's</i> obligation to Provide the Services for a reason not stated in this contract by notifying the <i>Consultant</i> .	<b>3 (Three) months before termination</b>
X11.2	If the <i>Employer</i> terminates for a reason not stated in this contract, an additional amount is due on termination which is 5% of the difference between:	<b>The forecast of the final total of the Prices in the absence of termination and the total of the other amounts and cost included in the amount due on termination.</b>

**Z** *Additional conditions of contract*

The *additional conditions of contract* are

**Z1** **B-BBEE Clauses**

Z1.1	<p>Insert additional clause 25.7.  <b>25.7.1.</b> The <i>Employer</i> encourages its Service Providers to constantly strive to improve their B-BBEE Contributor Status Levels. To this end, the <i>Consultant</i> is to undertake to provide the <i>Employer</i> with a B-BBEE Improvement Plan to indicate the extent which their B-BBEE status will be maintained and/or improved over the Contract period as per T2.2-17 of this enquiry.</p>
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**25.7.2.** The terms of the B-BBEE Improvement Plan and monetary value of the commitments thereunder shall not (unless otherwise agreed in writing) be less or less favourable than the commitments made by the *Consultant* in such B-BBEE Improvement Plan.

**25.7.3.** Breach of B-BBEE Improvement Plan obligations also provide *Employer* cause to terminate the contract in certain cases where material milestones are not being achieved.

**25.7.4.** In the event of any revisions/amendments to the B-BBEE Generic Codes of Good Practice as amended and issued in terms of section 9(1) of the B-BBEE Act, No 53 of 2003 as amended by Act No 46 of 2013, the *Consultant* will be required to submit an updated B-BBEE Improvement Plan for acceptance by the *Employer* within one month of an instruction to do so.

**25.7.5.** The *Consultant's* accepted B-BBEE Improvement Plan Constitutes an offer to perform all its B-BBEE commitments and will constitute a binding agreement.

**25.7.6.** The *Consultant* shall provide, upon receiving an instruction to do so, any documentation and/or evidence required by the *Employer* which would be necessary to verify the accuracy of the information submitted by the *Consultant*. The provision of the documentation and/or evidence shall not constitute a compensation event.

**25.7.7.** The *Consultant* will align their business operations in accordance with the Black Economic Empowerment Amendment Act 2013, Act No. 46 and achieve and improve the original B-BBEE level produced at contract award date in relation to the accepted B-BBEE Improvement Plan.

**25.7.8.** The performance of the *Consultant* as compared to with the accepted B-BBEE Improvement Plan, shall be measured on an annual basis within 60(sixty) days after the Anniversary Date for the duration of the Contract Period. To this end, the *Consultant* shall grant the *Employer* a right of access to the underlying data supporting the achievement by the *Consultant* of the targets specified in the accepted B-BBEE Improvement Plan, which underlying data shall be auditable.

**25.7.9.** The *Consultant* shall ensure that it has the relevant internal mechanisms and procedures in place to allow the *Employer* to measure and verify the *Consultant's* compliance with the accepted B-BBEE Improvement Plan. Without limiting the generality of the foregoing, the *Consultant* shall be obliged to provide the *Employer* with written quarterly status reports specifying the progress made by the *Consultant* in relation to the accepted B-BBEE Improvement Plan.

<b>Z2</b>	<b>Right Reserved by the <i>Employer</i> to Conduct Vetting through SSA</b>
<b>Z2.1</b>	<p>The <i>Employer</i> reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any Consultant who has access to National Key Points for the following without limitations:</p> <ol style="list-style-type: none"> <li>1. Confidential – this clearance is based on any information which may be used by malicious, opposing or hostile elements to harm the objectives and functions of an organ of state.</li> <li>2. Secret – clearance is based on any information, which may be used by malicious, opposing or hostile elements to disrupt the objectives and functions of an organ of state.</li> <li>3. Top Secret – this clearance is based on information, which may be used by malicious, opposing or hostile elements to neutralise the objectives and functions of an organ of state.</li> </ol>
<b>Z3</b>	<b>Protection of Personal Information Act</b>
<b>Z3.1</b>	The <i>Employer</i> and the <i>Consultant</i> are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act.
<b>Z4</b>	<b>Time</b>
<b>Z4.1</b>	<p><i>Clause 33.2 is added as an additional clause</i></p> <p>The <i>Employer</i> may at any time suspend part or all of the Services under a Task Order. As a consequence, if the <i>Consultant</i> is required to demobilise and then remobilise its staff and equipment, the <i>Consultant</i> will be reimbursed at cost. The <i>Consultant</i> will be required to reduce and mitigate all its costs during the period of suspension and will be entitled to compensation only to the extent that it can demonstrate it has incurred costs which were not capable of being mitigated.</p>
<b>Z5</b>	<b>Additional clauses relating to cession of rights</b>
<b>Z5.1</b>	The <i>Consultant</i> shall not cede any rights under this contract without the approval of the <i>Employer</i> .
<b>Z6</b>	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> .
<b>Z7</b>	<b>Termination</b>

**Z7.1**

*Clause 90.5 is added as an additional clause*

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.

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**Z8**

**Consultant's liability due to an action of the Project Manager and Supervisor**

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**Z8.1**

If the *Consultant* is responsible for providing the roles of the *Project Manager* and/or *Supervisor* for the time, cost and quality management of a NEC3 Engineering and Construction Contract (ECC), the *Consultant* shall be held liable for all direct losses and damages incurred as a result of any changes to the Prices, the Completion Date and the Key Dates of the ECC contract, due to the *Project Manager* and / or *Supervisor's* negligent acts or omissions in acting in accordance with the requirements of the ECC *conditions of contract*, specifically those related to Clauses 60.1(6), (9), (11), (14) and (18), the meaning and effect of which the *Consultant* declares himself to be fully acquainted with. Notwithstanding the above, the Parties agree that the *Consultant* shall only be liable in terms of Clause 14 of the ECC in the event that the *Consultant* negligently causes an event which is an *Employer's* risk.

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## C1.2 Contract Data

### Part two - Data provided by the *Consultant*

The tendering *Consultant* is advised to read both the NEC3 Professional Services Contract (April 2013) and the relevant parts of its Guidance Notes (PSC3-GN) 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 key persons</i> are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job: Responsibilities: Qualifications: Experience:	..... ..... ..... ..... ..... ..... ..... ..... ..... ..... ..... ..... ..... ..... .....
Info.		<b>CV's (and further <i>key persons</i> data including CVs) are appended to Tender Schedule entitled.....</b>
11.2(3)	The <i>completion date</i> for the whole of the <i>services</i> is	
11.2(10)	The following matters will be included in the Risk Register	
<b>G</b>	<b>Term Contract</b>	
11.2(25)	The <i>task schedule</i> is in	<b>As defined in each task order</b>

## PART C2: PRICING DATA

<b>Document reference</b>	<b>Title</b>	<b>No of pages</b>
C2.1	Pricing instructions: Option G	2
C2.2	Pricing Schedule	3

## C2.1 Pricing instructions: Option G

### 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 G states:

#### Identified and defined terms

**The Services** 11.2(9) Engineering, Procurement & Construction Management Services for the Saldanha Programme of works.

**Assessment Interval** (50.1) The Assessment Interval is the *assessment interval* in accordance with C1.2 of the Contract Data, unless later changed in accordance with this contract.

**The Expenses** (50.3) Detailed in the pricing data and must make reference to the Scope of Services C3.1

The amount due is

- a) The lump sum for the services provided to date including the once off cost of the laptop/s issued to the resource/s in accordance with 2.3.1 of the Scopes of Services C3.
- b) The lump sum for the services provided to date in accordance with 2.3.1 of the Scopes of Services C3.

**Payment** (51.1) The period in which the payment is made in accordance with this contract.



## C2.2: Price Schedule

No.	Description	Total price p/month (Excl. VAT)
1	Document Controller	
2	Safety Agent	
3	Safety Administrator	
4	Safety Practitioner/Officer	
5	Senior Quantity Surveyor	
6	Estimator	
7	Senior Project Planner	
8	Planner	
9	Senior Cost Engineer	
10	Cost Engineer	
11	Risk Practitioner	
12	Project Support Coordinator	
13	Project Manager (Civils &Structural)	
14	Project Manager (Electrical & Control Instrumentation)	

15	Project Manager (Mechanical)	
16	Office/Admin assistant	
18	Construction Supervisor (Civils & Structural)	
19	Construction Supervisor (Electrical)	
19	Construction Supervisor (Control Instrumentation)	
20	Construction Supervisor (Mechanical)	
21	Quality Lead	
22	Quality Officer	
23	Procurement & Contract Specialist	
24	Procurement Officer / Contracts Administrator	
25	Procurement Assistant	
26	Specialist: Supplier Development	
27	Environmental Officer	

\* This pricing schedule is based on the initial scope of services as agreed on. Starting dates of resources may be modified due to changes in circumstances, with written consent required from both parties.

Specifications	Price (ea.) (Excl. VAT)	Price (ea.) (Incl. VAT)
Lenovo ThinkPad T470_i Intel Core i3 (2.40 GHz) Memory: 8GB (up to 32GB) Display: 14" Storage: 500GB		
Lenovo ThinkPad T470_i5 Intel Core i5 (2.50 GHz) Memory: 8GB (up to 32GB) Display: 14" Storage: 500GB		

\* Laptops paid for by the *Employer* for the purpose of this tender will be the property of the *Employer*.

## C 3. Scope of Services

<b>Description:</b>	<b>Engineering, Procurement &amp; Construction Management Services for the Saldanha Programme of Works</b>
<b>Employer:</b>	Transnet SOC Ltd. (Registration No. 1990/000900/30), a juristic person incorporated in terms of the Company Laws of the Republic of South Africa, with its registered office at Carlton Centre, 150 Commissioner Street, Johannesburg, Republic of South Africa.
<b>Contractual Address:</b>	Saldanha Region
<b>Employer's Agent:</b>	Victor Best

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# 1 Introduction

## 1.1 Business Need

As part of Transnet to expand and modernise port and rail infrastructure across South Africa, Transnet has identified capital infrastructure upgrades and expansions associated with the Saldanha Iron Ore region. Various capital projects at the Port of Saldanha form part of Transnet's iron ore capital expansion programme. The largest of these projects comprises the provision of a third rotary dual wagon Tippler (Tippler 3).

Transnet Group Capital (TGC), is a specialist unit that has been created within the Transnet Group to plan and execute capital projects for the various Operating Divisions. TGC is specifically tasked with executing the Saldanha capital expansion programme and will operate as an in-house Engineering, Procurement and Construction Management (EPCM) Consultant.

A need has been identified to supplement the existing TGC Project Management, Procurement, Project Controls and Construction Management (PCM) resources at Saldanha by securing the services of a partner (hybrid team) to enable TGC to successfully deliver the programme of works.

## 1.2 Site Location and Access

Saldanha Bay is situated on the south-western coast of South Africa and is situated 140 km north of Cape Town. The site is easily accessible via the existing R27 Highway and the Cape Town International Airport is about 1 hour and 45 minutes' drive from Saldanha Bay.

There are adequate roads available to satisfy the logistics requirements associated with the programme.

## 1.3 Tender Objectives

The *Employer* requires the *Consultant* to provide Engineering, Construction and Procurement Management resources to enable the *Employer* to successfully deliver the Saldanha Programme of Projects within a hybrid team. The *Employer* and *Consultant* team members will operate in a collaborative framework as partners in a fully integrated hybrid team environment. The *Employer* will in most instances fulfil the Lead Role on the discipline teams deployed on the programme.

## 1.4 Saldanha Programme of Works

- Iron Ore Tippler 3 (FEL 4).
- Ore Line Bulk Power Supply (FEL 4)
- Ore Line Power Upgrade (FEL 4).
- Various small projects at Saldanha, including
  - Automatic Vehicle Washbays (FEL 4).
  - Substation Fire Detection and Fire Suppression Systems (FEL 4).

- Stormwater and Environmental Management System (FEL 3 & 4).

1.4.1 The *Employer* reserves the right to add to or remove from the original scope at the *Employer's* discretion as required by its operational demands and requirements. Any such amendment to the scope shall form part of the entire scope of works provided that such works are carried out within the original contract period.

## 1.5 Project Objectives:

### 1.5.1 Safety:

- Zero harm to all Construction personnel.
- A safe environment provided post-commissioning to all Operations and Maintenance personnel.

### 1.5.2 Environmental:

- Zero harm to the environment.
- Environmental compliance with all permits and licences as well as any relevant environmental legislation

### 1.5.3 Cost:

- Identifying cost reduction opportunities by leveraging various project delivery tools and techniques (i.e. Constructability Reviews, Operability and Maintainability Reviews etc.).

### 1.5.4 Schedule:

- Integrating all Engineering, Procurement, Construction and Commissioning schedules.
- Optimising the overall project duration(s) by including critical equipment and long delivery items, developing construction contingency plans, focussing on critical path activities and prioritising construction work packages to align with construction sequencing.

### 1.5.5 Quality:

- Deliver world class infrastructure.
- Zero quality non-conformances.

The *Consultant* via their employees and the *Employer* will jointly share these programme-wide objectives, which will be delivered in an environment of joint participation (**hybrid team**), flexibility, innovation and open communications.

## 1.6. Project Phasing

Whilst it is the *Employer's* intention to execute all the projects included in the Port of Saldanha programme, the *Employer* cannot guarantee that all the works associated with the various projects will be implemented at once. The *Employer* may decide to phase the implementation of a project, or even defer the execution of a project phases, due to changing market conditions.

Should this situation occur, the *Consultant* may be required to scale-down the resources on site, in line with the diminishing work load, and a negative *Compensation Event* may need to be implemented. The 3 (three) month notice period will apply to all affected resources.

## 1.7 Performance Management

The *Consultant's* resources will be subjected to formal performance reviews twice per annum. For this, and as part of the onboarding process, a performance contract will be discussed and signed between the *Employer* and each of the *Consultant's* resources. These reviews will be jointly conducted by both *Employer* and *Consultant* representatives. In addition, general performance will be constantly monitored and any issues identified (by either party) will be notified and investigated immediately. Formal performance contracts will be set up with each resource as part of the *Employer's* onboarding process.

The *Employer* is not obligated to continue making use of any of the *Consultant's* resources whose performance is deemed unsatisfactory. Performance metrics will be jointly developed within 4 weeks of the signing of the Contract.

## 1.8 Audits

The *Employer* is subjected to a number of audits every year. Transnet employs both internal and external auditors to undertake audits on its projects and employees. The full spectrum of requirements associated with project audits and compliance to Transnet's policies and procedures will be imposed upon the *Consultant* at all stages during the delivery of the programme.

The *Employer* reserves the right to undertake an audit at any time on any of the *Consultant's* employees. Where necessary, the *Consultant's* management staff will be required to implement any corrective or preventative actions as may be required. This requirement will be communicated by the *Employer* in the form of an Instruction or Early Warning.

## 1.9 Compliance and Approval Framework

The *Employer* and *Consultant* will be required to abide by the *Employer's* Delegation of Authority (DoA) Framework(s) at all times. The *Consultant* and their employees will not act in any role which involves a DoA, thereby committing funds on behalf of Transnet, until such delegation has been formally provided.



Special delegations may be provided by the *Employer's* official with the relevant delegated authority. The necessary declarations will be addressed in the transaction-specific procurement event and confidentiality agreements will be requested at the *Employer's* discretion.

Each employee mobilised to the project will be required to complete a declaration of interest.

## **1.10 Non-Disclosure**

All employees of the *Consultant* deployed in terms of this Scope of Services will be required to sign a Non-Disclosure Agreement provided by the *Employer*.

## **1.11 Information and Assets Created**

All Transnet information and assets created by, worked on or accessed by the *Consultant* may not be removed, transmitted, transferred from Transnet's environment (storage systems, emails, intranet, document control, IT systems, printed documents) by the *Consultant* without the prior approval in writing of the *Employer*.

## **1.12 Communications**

The *Consultant* shall abide by all communication requirements imposed upon them by the *Employer*. Any communication received, produced or issued by the *Consultant* or their employees which can have a commercial or reputational impact on Transnet shall first be reviewed by the *Employer* before being transferred on to another party. This includes (but is not limited to):

- Engagement with the market place.
- Advertisements.
- Communications with Transnet clients.
- Industry forums.
- Magazines.
- Websites.
- Blogs.
- Stakeholders.

## 2 Scope of Services

### 2.1 Part 1 – Support Services on Site

#### 2.1.1 Consultant's Responsibilities

The *Consultant's* primary responsibilities during this phase are:

- Mobilisation: To mobilise the resources indicated on the *Employer's* site mobilisation anticipation schedule (**2.1.3 Table 1**) only when the Personnel Approval Form (PAF) has been approved by the *Employer* for each of the respective resources.
- To issue each resource with a laptop, all laptops must comply with the specifications (**Annexure A**) provided by the *Employer*.
- De mobilisation: The *Consultant* shall be given 3 months' notice when the service of any particular resource/s are no longer required due to project completion inclusive of 1 (one) month official demobilising notice.
- The *Consultant* shall be given 1 (one) months' notice to replace any resource/s due to non-performance, legal or criminal infringement and code of conduct offences and shall replace such resource/s with another meeting the minimum qualification criteria as per the Scope of Services. The *Consultant* shall ensure that a proper, documented handover is done to a nominated person of the *Employer*.
- To ensure that the relevant Delegations of Authority (DoA) on the project are adhered to. The *Employer's* Functional (Line) Managers will hold all DoA's on the project.
- To ensure that the resources provided have the necessary Personal Protective Equipment (PPE).
- To ensure that the resources report for work daily, Monday to Friday during the *Employer's* normal working hours and/or such time as agreed upon if such time falls outside normal working hours which will be regarded as overtime.
- To ensure that all resources have their own working mobile phone, the *Consultant* shall provide a list with the contact numbers of all the resources, clearly indicating names, surnames & job title to the *Employer*.
- To ensure that the resource provided have a valid driver's license.
- To jointly conduct performance reviews on all resources with the *Employer*.
- To deliver all services safely and to be ambassadors for safety on site.
- To deliver a high quality output across the full spectrum of services provided.
- To adhere to all site and Health and Safety rules and regulations.
- To show respect to all fellow colleagues.
- Adhere to the Transnet Culture Charter.
- To report any breaches in protocol.
- To assist the *Employer* (in any way possible) in delivering the project on time and under budget. This includes identifying and implementing cost saving initiatives (i.e. value management).
- The *Consultant* will be required to conduct background screening on all the employees to be deployed under Scope of Services, the results of which needs to be disclosed to the *Employer*. This will include;

- ✓ Verification of Matric (Grade 12) and tertiary qualification, and membership to organisations and associations is required.
- ✓ Criminal record, previous employment/experience references, identity (SA citizen) and driver's licence must be checked.

### 2.1.2 **Employer's Responsibilities**

The *Employer's* responsibilities are:

- To provide the *Consultant* the mobilisation plan at least 1 month prior to any resource required on site.
- To ensure that the *Consultant's* resources are provided with the necessary
  - Offices
  - Workstations
  - Landline telephones
  - Stationery
  - All software to be installed
- To ensure that the *Consultant's* resources are assigned to work under one of the *Employer's* managers. In addition, each *Employer* manager will be required to provide the necessary leadership.
- To ensure that the relevant Delegations of Authority (DoA) on the project are discussed with the *Consultant's* resources. The *Employer's* Functional (Line) Managers will hold all DoA's on the project.
- To jointly conduct performance reviews on all resources with the *Consultant*.
- To deliver all services safely and to be ambassadors for safety at all times on any of Transnet's work locations and when travelling.
- To deliver a high quality output across the full spectrum of services provided.
- To adhere to all site and Health and Safety rules and regulations.
- To ensure that all the relevant Health and Safety appointments / DoA's are in place, as per the Occupational Health and Safety Act.
- To demonstrate commitment to the partnering philosophy.
- To show respect to all fellow colleagues.
- To report any breaches in protocol.

### 2.1.3 **Employer's Resource requirements**

**Table 1** below is based on the forecasted needs analysis done by the *Employer* and is subject to change depending on the operational needs of the *Employer*.

Such changes includes but is not limited to, additions or removal of resources from the list provided below.

Any deviation from the mobilisation schedule is for the sole discretion of the *Employer*. The *Consultant* understands that the final resource requirements list will be provided to the *Consultant* in line with 2.1.2 of the *Employer's* responsibility upon which the *Consultant* agrees to adhere to the conditions of 2.1.1 of the *Consultants* responsibilities when such list is provided by the *Employer*.

**Table 1** below provides the forecasted resources to commence the services within 30 days after the start date of the contract.

(Table 1)

<b>Resource description</b>	<b>Minimum Requirements</b>	<b>Mobilisation anticipation in days (from date of contract )</b>			
		<b>30</b>	<b>60</b>	<b>90</b>	<b>120</b>
Document Controllers	<ul style="list-style-type: none"> <li>▪ Matric certificate with technical subjects.</li> <li>▪ 7 years' experience (medium to high value) &gt;R300mil projects n similar role.</li> </ul>	2			
Safety Agent	<ul style="list-style-type: none"> <li>▪ Be a registered Health and Safety Agent with SACPCMP.</li> <li>▪ Detailed knowledge of health and safety requirements at all levels, with the capability to design, compile, implement and manage the health and safety requirements for a construction project from Initiation and Briefing to Project Close-out.</li> <li>▪ Proven skills to mentor, coach and guide Construction Health and Safety Managers and Construction Health and Safety Officers.</li> <li>▪ Safety resource planning across all stages of a construction project.</li> <li>▪ Identifying and developing an appropriate health and safety legal framework for a construction project.</li> </ul>	1			
Safety Administrator	<ul style="list-style-type: none"> <li>▪ Grade 12, advanced computer literacy skills, numeracy and writing skills.</li> <li>▪ Extensive knowledge of COID administration.</li> <li>▪ Safety qualification advantages, such as Safety Management / Environmental Health /SAMTRAC</li> <li>▪ Good knowledge of OHSACT (Health and Safety Regulation)</li> <li>▪ 2 years' experience in similar role.</li> <li>▪ Be a registered with SACPCMP.</li> </ul>				
Safety Practitioners/Officer	<ul style="list-style-type: none"> <li>▪ National Diploma (Building, CM, QS, Archt, Civil, Electrical, Mech) + Programmes in Construction Health and Safety.</li> <li>▪ 3 years works experience in similar role.</li> </ul>	2			

	<ul style="list-style-type: none"> <li>▪ Be a registered with SACPCMP.</li> </ul>				
Senior Quantity Surveyor	<ul style="list-style-type: none"> <li>▪ The incumbent is required to have a Bachelor’s Degree in Quantity Surveying, supported by a minimum of 5 years relevant experience in a discipline related managerial position, and 5-8 years’ experience as a Quantity Surveyor in a multidiscipline and infrastructure project environment to the value of R500m+.</li> <li>▪ Professional registration (SACQSP) as PrQS will take preference.</li> </ul>	1			
Estimator	<ul style="list-style-type: none"> <li>▪ The incumbent is required to have a Bachelor’s Degree in Quantity Surveying, supported by a minimum of 5 years relevant experience in a discipline related managerial position, and 5-8 years’ experience as a Quantity Surveyor in a multidiscipline and infrastructure project environment to the value of R500m+.</li> <li>▪ Professional registration (SACQSP) as PrQS will take preference.</li> </ul>	1			
Senior Project Planner	<ul style="list-style-type: none"> <li>▪ Minimum three years tertiary qualification, relevant degree or diploma in engineering, construction or project management, supported by a minimum of 5 years relevant post graduate experience in discipline related managerial position, and 10 years’ experience as a planner in multidiscipline project environment to the value of R500m+.</li> <li>▪ Project Management experience in line with PMP requirements.</li> <li>▪ Professional registration as Planning and Scheduling Professional (PMI-SP) will take preference.</li> </ul>	1			
Planner	<ul style="list-style-type: none"> <li>▪ Minimum three years tertiary qualification, relevant degree or diploma in engineering, construction or project management, supported by a minimum of 5 years relevant post graduate experience in discipline related managerial position, and 10 years’ experience as a planner in multidiscipline project environment to the value of R500m+.</li> <li>▪ Project Management experience in line with PMP requirements.</li> <li>▪ Professional registration as Planning and Scheduling Professional (PMI-SP) will take preference.</li> </ul>	1			
Senior Cost Engineer	<ul style="list-style-type: none"> <li>▪ Minimum of a three year tertiary qualification, relevant degree or diploma in engineering or project management supported by 5 years relevant experience in a managerial position and a minimum of 5-8 years’ experience as an</li> </ul>	1			

	<p>estimator / Senior cost engineer in a multidiscipline project environment.</p> <ul style="list-style-type: none"> <li>▪ Experience in Project Management in line with PMP requirements.</li> <li>▪ Certification with AACE as Certified Cost Professional will take preference.</li> </ul>				
Cost Engineer	<ul style="list-style-type: none"> <li>▪ A National diploma +6 years' experience as a cost engineer in a multidiscipline project environment.</li> <li>▪ Preferred – basic technical knowledge of civil, building and construction projects.</li> <li>▪ Preferred – technical overview of work methods and techniques</li> <li>▪ In-depth knowledge of Budgeting, distribution of budgets, Controlling Costs and Forecasting final costs, including cash-flow, commitment and escalation forecasting.</li> <li>▪ Basic knowledge of estimating</li> <li>▪ Basic knowledge of procurement, contracts, quantity surveying, planning, scheduling and engineering process and procedures. Risk management principles</li> <li>▪ Good knowledge of project management principles</li> </ul>	1			
Risk Practitioner	<ul style="list-style-type: none"> <li>▪ 2+ Years' experience as a planner in multidiscipline project environment.</li> <li>▪ Bachelor's Degree / Nat Higher Diploma / B Tech / T3 / S4 / "NQF" Level 6 relevant qualification required (construction, engineering, QS, PM etc.), or equivalent trade qualifications to this.</li> <li>▪ Professional registration is not compulsory, but will be an advantage.</li> <li>▪ Experience in major transformation and change management initiatives.</li> <li>▪ Knowledge and previous work experience in managing the project risk management process for high-valued, large, multidiscipline, green-/brown-/red-field, complex infrastructure programmes and projects from inception through to completion &amp; close out.</li> <li>▪ Previous experience in managing a multi-disciplinary team</li> <li>▪ Knowledge of Risk is essential.</li> </ul>	1			
Project Support Coordinator	<ul style="list-style-type: none"> <li>▪ A National diploma or similar (M+3years) qualification in project related administration.</li> <li>▪ Knowledge and experience of a formal project management methodology</li> <li>▪ A high degree of computer literacy including advanced knowledge of the MS Office Suite and a willingness and skill to learn new programs quickly.</li> </ul>	1			

	<ul style="list-style-type: none"> <li>▪ Project planning ability</li> <li>▪ Experience of working on IT/IS projects / programmes</li> <li>▪ Ability to analyse and present information</li> </ul>				
Project Manager (Civils &Structural)	<ul style="list-style-type: none"> <li>▪ Civil/Structural Engineering National Diploma, BTech or Bachelor Degree</li> <li>▪ 8 years experience</li> <li>▪ Professional Registration with ECSA or SACMP as preference</li> </ul>	1			
Project Manager (Electrical & Control Instrumentation)	<ul style="list-style-type: none"> <li>▪ Electrical/Control Instrumentation National Diploma, BTech or Bachelor Degree</li> <li>▪ Professional Registration with ECSA or SACMP as preference.</li> <li>8 years experience</li> </ul>	1			
Project Manager (Mechanical)	<ul style="list-style-type: none"> <li>▪ Mechanical Engineering National Diploma, BTech or Bachelor Degree</li> <li>▪ Professional Registration with ECSA or SACMP as preference.</li> <li>8 years experience</li> </ul>	1			
Office/Admin assistants	<ul style="list-style-type: none"> <li>▪ Experience in an administrative role in a support capacity</li> <li>▪ Ability to work independently in a fast-paced, high pressure environment</li> <li>▪ Strong coordination skills and ability to balance tasks and prioritize wor</li> <li>▪ Minimum 3 years experience in site/project environment.</li> </ul>	3			
Construction Supervisor (Civils &Structural)	<ul style="list-style-type: none"> <li>▪ Civil/Structural Engineering National Diploma</li> <li>▪ 5 years' experience</li> </ul>	1			
Construction Supervisor (Electrical)	<ul style="list-style-type: none"> <li>▪ Electrical Engineering National Diploma</li> <li>5 years' experience</li> </ul>				
Construction Supervisor (Control Instrumentation)	<ul style="list-style-type: none"> <li>▪ Control Instrumentation Engineering National Diploma</li> <li>▪ 5 years' experience</li> </ul>	1			
Construction Supervisor (Mechanical)	<ul style="list-style-type: none"> <li>▪ Mechanical Engineering National Diploma</li> <li>▪ 5 years' experience</li> </ul>	1			
Quality Lead	<ul style="list-style-type: none"> <li>▪ Quality lead has BSC / BTEC in Quality &amp; Engineering with minimum 5 years related experience in construction.</li> </ul>	1			
Quality Officers	<ul style="list-style-type: none"> <li>▪ ISO 9001 2015 Certificate</li> <li>▪ Internal Audit experience</li> </ul>	2			

	<ul style="list-style-type: none"> <li>▪ National Diploma in Elect/Mech/Civil with 5 years' experience in construction.</li> </ul>				
Procurement & Contract Specialist	<ul style="list-style-type: none"> <li>▪ Unless the resource has gained the necessary competencies through experience,</li> </ul>				
Procurement Officer / Contracts Administrator	<ul style="list-style-type: none"> <li>▪ Unless the resource has gained the necessary competencies through experience, a relevant Business/ Commercial Diploma is required</li> <li>▪ 2-3 years' experience in procurement, contracts management, contract administration and commercial evaluation in a multidiscipline project environment .</li> </ul>	2			
Procurement Assistant	<ul style="list-style-type: none"> <li>▪ Unless the resource has gained the necessary competencies through experience, a relevant Business/ Commercial Diploma is required</li> <li>▪ 2-3 years' experience in procurement, contracts management, contract administration and commercial evaluation in a multidiscipline project environment</li> </ul>	1			
Specialist: Supplier Development	<ul style="list-style-type: none"> <li>▪ Unless the resource has gained the necessary competencies through experience, a relevant Business/ Commercial Diploma is required.</li> <li>▪ 2-3 years' experience in procurement, contracts management, contract administration and commercial evaluation in a multidiscipline project environment .</li> </ul>	1			
Environmental Officers	<ul style="list-style-type: none"> <li>▪ Diploma in Environmental Management or equivalent with 5 years construction related environmental experience, environmental impact assessment and ISO 14001 implementation, review and audit experience</li> </ul>	1			

#### 2.1.4 Consultant's Obligations

The *Consultant* will base the pricing of the Tender on the following assumptions:

- A Lump Sum price will be charged per month per resource in accordance with the approved PAF.
- Most of the *Consultant's* resources will be based at Salkor Building, TFR Rail Complex, Orex Road, Saldanha. Some of the resources will be based at other project locations, for example the Tippler 3 construction site in Saldanha, and the Aries and Juno construction site offices in the Northern Cape.
- Should a project need arise whereby a resource is required to leave his/her base site (i.e. to attend a specific project-related meeting, site inspections etc.), the associated cost incurred will be reimbursed in accordance with the provisions included in the contract (upon approval of the *Employer*).
- The services are based on a 45-hour work week.
- The services will commence on contract award, planned for **1 September 2018**



- The Saldanha-based project services will conclude in **31 August 2021**. Should the services be required post contract conclusion date a Compensation Event will need to be approved by the *Employer*.
- The *Consultant's* resources' leave applications must be agreed with the relevant *Employer* Functional Managers. The offices normally closes from 15 December to early January and it is therefore expected that all staff will be required to take leave for this period.
- The *Consultant's* Construction Management resources will align their working hours/rosters with the applicable Construction Contractors.
- All project Delegations of Authority will only be held by the *Employer's* resources.
- Overtime will only be applicable upon approval of the *Employer*.
- Overtime is only incurred when the mandated monthly hours that need to be worked in a particular month have been exceeded. Overtime must be approved in writing by the *Employer's* Functional Managers. The *Consultant* will be reimbursed for all overtime worked.
- All required supporting documentation will be provided by the *Consultant* for conventional time charge and expense claims in accordance with the provisions in the contract.

## 3 Financial

### 3.1 Invoicing

The *Consultant* shall ensure compliance to the following:

- All lump sum invoices (human resources) based on the fixed monthly resource charges are aligned with the approved PAF's.
- All overtime and expense invoices shall be accompanied by appropriate supporting documentation (i.e. overtime, fuel, etc.) in relation to the work performed for the period in question.
- The *Employer's* Invoice Procedure will apply for the submission and payment of invoices by the *Consultant*.
- The invoice shall state the following:
  - Invoice addressed to Transnet SOC Ltd.
  - Transnet SOC Ltd.'s VAT Number: 4720103177
  - Invoice sequence number
  - The *Consultant's* VAT Number
  - The Tender / Contract Number: TGC CON 026-2018 – (Engineering, Procurement & Construction Management – Saldanha)
  - Project Number: TBC
- The invoice is presented either by post or by hand delivery:
  - Invoices submitted by post are addressed to:

- Transnet SOC Ltd
  - TFR Admin Building
  - Orex Road, Saldanha, 7395
  - Attention: Thamsanqa Nxumalo
- Invoices submitted by hand are presented to:
    - Transnet SOC Ltd
    - TFR Admin Building
    - Orex Road, Saldanha, 7395
    - Attention: Thamsanqa Nxumalo
- The invoice is presented as an original, together with a statement.
  - The *Employer's* Contract Administrator for this Project is Thamsanqa Nxumalo