



Transnet National Ports Authority

an Operating Division of **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR QUOTATION (RFQ)

FOR THE PROVISION OF ENGINEERING SURVEYS SERVICES, DETECTION AND MAPPING OF UNDERGROUND SERVICE

RFP NUMBER	: TNPA/2022/09/1163/13160/RFQ
ISSUE DATE	: 18 November 2022
COMPULSORY BRIEFING	: 24 November 2022
CLOSING DATE	: 09 December 2022
CLOSING TIME	: 16h00
TENDER VALIDITY PERIOD	: 12 weeks from closing date



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Number Heading

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T1.1 TENDER NOTICE AND INVITATION TO TENDER

SECTION 1: NOTICE TO TENDERERS

1. INVITATION TO TENDER

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

DESCRIPTION	Provision of Engineering Surveys Services, Detection and Mapping of Underground Services
TENDER DOWNLOADING	This RFP may be downloaded directly from Transnet e-Tender Submission Portal and National Treasury's e-Tender Publication Portal. (refer to section 3, paragraph 2 below for detailed steps).

COMPULSORY TENDER CLARIFICATION MEETING	<p>A Compulsory Tender Clarification Meeting will be conducted at TNPA Admin Building, Lower Ground Open area/ Boardroom, Port of Elizabeth on the 24th November 2022, at 10:00am [10 O'clock] for a period of \pm 2 (two) hours. [Tenderers to provide own transportation and accommodation].</p> <p>The Compulsory Tender Clarification Meeting will start punctually, and information will not be repeated for the benefit of Tenderers arriving late.</p> <p>A Site visit/walk will take place, tenderers are to note:</p> <ul style="list-style-type: none"> • Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats. • Tenderers without the recommended PPE will not be allowed on the site walk. • Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyser testing. • All forms of firearms are prohibited on Transnet properties and premises. • The relevant persons attending the meeting must ensure that their identity documents, passports or drivers' licences are on them for inspection at the access control gates. <p>Certificate of Attendance in the form set out in the Returnable Schedule T2.2-01 hereto must be completed and submitted with your Tender as proof of attendance is required for a compulsory site meeting and/or tender briefing.</p>
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	<p>Tenderers are required to bring this Returnable Schedule T2.2-01 to the Compulsory Tender Clarification Meeting to be signed by the <i>Employer's</i> Representative.</p> <p>Tenderers failing to attend the compulsory tender briefing will be disqualified.</p>
CLOSING DATE	<p>16:00 on 09 December 2022</p> <p>Tenderers must ensure that tenders are uploaded timeously onto the system. If a tender is late, it will not be accepted for consideration.</p>

2. TENDER SUBMISSION

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

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

- Log on to the Transnet eTenders management platform website (<https://www.transnet.net>);
- Click on "TENDERS";
- Scroll towards the bottom right hand side of the page;
- On the blue window click on "register on our new eTender Portal";
- Click on "ADVERTISED TENDERS" to view advertised tenders;
- Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);
- Click on "SIGN IN/REGISTER" - to sign in if already registered;
- Toggle (click to switch) the "Log an Intent" button to submit a bid;
- Submit bid documents by uploading them into the system against each tender selected.

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

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



3. CONFIDENTIALITY

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

4. DISCLAIMERS

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

- 4.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.
- 4.2. Not necessarily accept the lowest priced tender or an alternative Tender;
- 4.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;
- 4.4. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract;
- 4.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 4.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;
- 4.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;
- 4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);
- 4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.



- 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.
- 4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable **T2.2-12, [Breach of Law]** whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.
- 4.12. Transnet reserves the right to perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer:
 - *unduly high or unduly low tendered rates or amounts in the tender offer;*
 - *contract data of contract provided by the tenderer; or*
 - *the contents of the tender returnables which are to be included in the contract.*

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

6. NATIONAL TREASURY’S CENTRAL SUPPLIER DATABASE

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

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

**Transnet urges its clients, suppliers and the general public
to report any fraud or corruption to
TIP-OFFS ANONYMOUS: 0800 003 056 OR Transnet@tip-offs.com**



T1.2 TENDER DATA

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

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

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

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

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



Part C3: Scope of Services	C3.1 Scope of Services
<p>C.1.4 The Employer’s agent is:</p> <p>Name:</p> <p>Address:</p> <p>Tel No.</p> <p>E – mail</p>	<p>Procurement Lead</p> <p>Alfred Matsepe</p> <p>Transnet National Ports Authority 2nd Floor, Admin Building (eMendi) N2, Neptune Road, Off Klub Road Port of Ngqura, Port Elizabeth, 6212</p> <p>011 308 1678 / 060 571 0804</p> <p>Alfred.matsepe@transnet.net</p>
<p>C.2.1 Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:</p> <p>1. Stage One - Eligibility with regards to attendance at the compulsory clarification meeting:</p> <p>An authorised representative of the tendering entity or a representative of a tendering entity that intends to form a Joint Venture (JV) must attend the compulsory clarification meeting in terms C2.7</p> <p><i>Any tenderer that fails to meet the stipulated pre-qualifying criteria will be regarded as an unacceptable tender.</i></p> <p>2. Stage Two - Pre-qualification criteria for preferential procurement in terms of the Preferential Procurement Regulations, 2017:</p> <p>a) Only tenderers with a minimum B-BBEE status level 4 of contributor are eligible to submit a tender offer.</p> <p><i>Any tenderer that fails to meet the stipulated pre-qualifying criteria will be regarded as an unacceptable tender.</i></p> <p>3. Stage Three - Functionality:</p> <p>Only those tenderers who obtain the minimum qualifying score for functionality will be evaluated further in terms of price and the applicable preference point system. The minimum qualifying for score for functionality is 60 points.</p> <p>The evaluation criteria for measuring functionality and the points for each criterion and, if any, each sub-criterion are as stated in C.3.11.3 below.</p> <p><i>Any tenderer that fails to meet the stipulated pre-qualifying criteria will be regarded as an unacceptable tender.</i></p>	



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

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

C.2.12 No alternative tender offers will be considered.

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

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

Identification details: The tender documents must be uploaded with:

- Name of Tenderer: **(insert company name)**
- Contact person and details: **(insert details)**
- The Tender Number:
- The Tender Description

Documents must be marked for the attention of:
Employer's Agent: Alfred Matsepe

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

C.2.15 The closing time for submission of tender offers is:
Time: **16:00** on the **09 December 2022**
Location: The Transnet e-Tender Submission Portal: www.transnet.net

NO LATE TENDERS WILL BE ACCEPTED

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

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

1. A valid Tax Clearance Certificate issued by the South African Revenue Services.
Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status.
2. A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a **sworn affidavit** confirming annual turnover and level of black ownership in case of all EMEs and QSEs with 51% black



ownership or more together with the tender;

3. Proof of registration on the Central Supplier Database;

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

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

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

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

Functionality Criteria

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

Quality criteria	Sub-criteria	Maximum number of points	
T2.2-03 Method Statement	Tenderers are to submit a project specific Method Statement highlighting the categories below:		
	The Method Statement must respond to the Scope of Work (the Works Information) and outline the proposed methodology including that relating to the construction method and sequence, programme, quality, health and safety and environmental considerations.	3	25
	The Method Statement should cover how work will be carried out using conventional survey equipment, laser equipment, Global Positioning System (GPS) equipment and LiDAR equipment. These should be calibrated.	2	
	The Method Statement should cover how work will be carried out using Triangulation method/Traverse and Polar Method/ Global Positioning (GPS) Survey Method for horizontal accuracy.	2	
	The Method Statement should cover the identification of all existing man-made and natural features as well as all existing services above ground and underground.	2	
	The Method Statement should cover the identification of the earth beacons and include, if necessary, the earth pegs relocation certificate	1	
	Method should aim to be non-invasive/destructive or mitigate invasiveness in the identification of the services.	2	
	Method statement should detail how the ground scanner shall be suitably calibrated for purpose of using the ground penetrating radar system and cable locators. Calibration certificate shall be provided for equipment used.	1	
	Method statement should demonstrate how all the existing underground services shall be identified within the boundary of the site and the protection of services.	3	
	Method statement should cover determining the route, sizing, depth and junction positions of the underground services. Method state should cover procedure in situation where the manhole is inaccessible or unable to open.	2	



	Method statement should cover procedure to determine the route, sizing, depth and junction positions of the underground services in situation where the manhole is inaccessible or unable to open.	2	
	Method statement should cover exploratory pits execution including the positions, excavation, backfilling and records keeping.	2	
	Method statement should cover rehabilitation of the affected area to original state when invasive method is used, including all civil and structural elements.	2	
	Method Statement should cover the investigation of manholes and access points.	1	
T2.2-04 Programme	The following information is required as a minimum on a programme submitted for evaluation:		10
	The Tenderer must as such explain his/her understanding of the objectives of the assignment and the Employer's stated and implied requirements, highlight the issues of importance, and explain the technical approach they would adopt to address them. The Method Statement should also correlate with the Tenderer's quality plan outlining the processes, procedures, and associated resources, applied by whom and when, to meet the requirements and indicate how risks will be managed and what contribution can be made regarding value management.	2.5	
	Programme must be in Primavera 6 scheduling software or MS Project.	0.5	
	Identify all relevant project milestones, including Employer project key dates.	1	
	Provide a resource loaded schedule, clearly outlining how the Consultant plans to execute the work.	1	
	Consultant must indicate where exactly their project float resides.	1	
	Clearly show the sequencing of all deliverables/activities.	1.5	
	Schedule basis of Assumption and Exclusions.	1	
	Identify a realistic project critical path.	1.5	
	T2.2-05 Management and CV's	Tenderers are to submit a Team Organogram showing Key Personnel and their respective experience within role & qualifications. Tenderers shall submit copies of SAGC, certificates, degrees, and diplomas. All information must be certified by Commissioner of Oaths as a true copy:	
Tenderers key personnel experience: SAGC Registered Land Surveyor		20	
Tenderers key personnel experience: Certified Utility Scanning Technician		10	
T2.2-06 Previous Experience	Tenderers are required to demonstrate their experience in the delivery of similar works within the period of the past 5 years, and to this end shall supply a sufficiently detailed reference list with contact details of existing customers and also indicate their previous experience:		20
	Tenderers experience in delivering same or similar projects according to scope of works	20	
T2.2-07 Health and Safety	Signed Health and Safety Company Policy signed by the Accounting Officer (s16.2 appointee), must include, or cover the following five elements - Commitment to Safety, prevention of pollution, Continual improvement, Compliance to legal requirements, appropriate to the nature of contractor's activities,	1	15



	Hold management accountable for development of the safety systems, Include objectives and targets.		
	Roles & Responsibility: S16.2 Assistant CEO; 8.5 CHSO Safety officer CV and proof registration with SACPCMP; 8.7 Construction Supervisor; 9.1 Risk Assessor, etc. as per the Occupational health and safety Act 85 of 1993; First aider (level 3)	2	
	List of key responsible persons (job categories) for the project and health and safety competencies required per category (Training matrix)	2	
	Overview of the tenderer's Risk Assessment methodology, and submission of risk assessments indicating major activities of the project.	2	
	Two years synopsis of health and safety incidents, description, type and action taken to prevent re-occurrence.	1	
	Submission of completed health and safety cost breakdown sheet.	2	
	Complete and return with tender documentation the Contractor Health and Safety Questionnaire with required supporting documentation included as an Annexure.	5	
Maximum possible score for quality			100

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

- T2.2-03 Method Statement
- T2.2-04 Programme
- T2.2-05 Management & CVs of Key Persons
- T2.2-06 Previous Experience
- T2.2-07 Health & Safety

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

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

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



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- C.3.11. Only tenders that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the 80/20 or 90/10 preference points systems as described in Preferential Procurement Regulations 6 and 7.

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

Up to 100 minus W_1 tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed. **Should the BBEE rating not be provided, tenderers with no verification will score zero points for preferencing.**

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

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- C.3.13 Tender offers will only be accepted if:

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

the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical



facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,

c) has the legal capacity to enter into the contract,

d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,

e) complies with the legal requirements, if any, stated in the tender data and

f) is able, in the option of the employer to perform the contract free of conflicts of interest.

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

T2.1 List of Returnable Documents

2.1.1 These schedules are required for eligibility purposes:

T2.2-01 **Stage One: Eligibility Criteria Schedule** - Certificate of attendance at Compulsory Tender Clarification Meeting

T2.2-02 **Stage Two: Eligibility Criteria Schedule** – B-BBEE Status Level/EME or QSE

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

T2.2-03 **Evaluation Schedule:** Method Statement

T2.2-04 **Evaluation Schedule:** Programme

T2.2-05 **Evaluation Schedule:** Management & CV's

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

T2.2-07 **Evaluation Schedule:** Health and Safety

2.1.3 Returnable Schedules:

General:

T2.2-08 Authority to submit tender

T2.2-09 Record of addenda to tender documents

Agreement and Commitment by Tenderer:

T2.2-10 Non-Disclosure Agreement

T2.2-11 RFP Declaration Form

T2.2-12 RFP – Breach of Law

T2.2-13 Certificate of Acquaintance with Tender Document

T2.2-14 Service Provider Integrity Pact

T2.2-15 Compulsory Enterprise Questionnaire

T2.2-16 Supplier Code of Conduct

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

1.3.2 Insurance:

T2.2-18 Insurance provided by the Consultant

1.3.3 Transnet Vendor Registration Form:

T2.2-19 Supplier Declaration Form

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

2.3 C1.2 Contract Data

2.4 C2.1 Pricing Instructions Activity Schedule

2.5 C2.2 Priced Activity Schedule

3. Scope of Services



T2.2-01: Eligibility Criteria Schedule: Certificate of Attendance at Tender Clarification Meeting

This is to certify that

(Company Name or member of a Joint Venture)

Represented
By:

(Name and Surname)

Was represented at the compulsory tender clarification meeting

Held at:	Transnet National Ports Authority TNPA Admin Building Lower Ground Open area/ Boardroom, Port of Elizabeth 6212	
On (date)	24 November 2022	Starting time: 10:00

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

Name

Alfred Matsepe

Signature

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

Date

24 November 2022

T2.2-02 Eligibility Criteria Schedule: B-BBEE Status Level:

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

It is a specific tendering condition that tenderers:

- With a minimum B-BBEE status level 1,2,3 & 4 of a contributor are eligible to submit a tender offer.
- Tenderers are required to submit a valid B-BBEE certificates or Sworn Affidavits together with the tender submission.

A tenderer that fails to submit the Valid B-BBEE certificate or Sworn Affidavit and meet the stipulated pre-qualifying criteria will result in the tender submission being disqualified from further evaluation.



T2.2-03: Evaluation Schedule: Method Statement

Note to tenderers:

Method statement

1. The method statement must respond to the scope of work (the Works Information) and outline the proposed methodology including that relating to the programme, quality, health and safety and environmental considerations.
2. The method statement should articulate what added value the tenderer will provide in achieving the stated objectives for the project.
3. The tenderer must as such explain his/her understanding of the objectives of the assignment and the *Employer's* stated and implied requirements, highlight the issues of importance, and explain the technical approach they would adopt to address them. The method statement should also correlate with the tenderer's quality plan outlining the processes, procedures and associated resources, applied by whom and when, to meet the requirements and indicate how risks will be managed and what contribution can be made regarding value management.

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

<p>Attached submission to this schedule:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>
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The scoring of the Method Statement will be as follows:

Elements	Score	Method Statement (25)
Topographical Survey & Underground Detection of Service and Mapping	0	The tenderer has submitted no information or irrelevant information to determine a score.
	20	The methodology/approach and work alignment to project schedule is poorly presented, generic and not tailored to address the specific project objectives and methodology. Tenderer misunderstood the scope of works and does not deal with critical issues of the project.
	40	Tenderer has submitted a method statement with major omissions and/or irregularities. Tenderers technical approach and/or methodology is poor, not realistic, generic and unlikely to satisfy project objectives or requirements. The tenderer misunderstood the scope of works and does not deal with the critical aspects of the project. The approach to managing works is too generic and does not deal with the characteristics of the project.
	60	Tenderer has submitted a method statement with minor omissions and/or irregularities and/or is partially complete. Method statement does not fully encompass and detail the <i>Works'</i> objectives and requirements to be undertaken.
	80	Tenderer has submitted an extensive method statement: <ol style="list-style-type: none"> 1. Approach clearly articulated and based on this project; the <i>Works</i> are aligned with project schedule; 2. The proposed construction methodology will ensure that operations will not be disrupted; and 3. The method statement covers all the aspects of the <i>Works Information</i>.
	100	Tenderer has submitted an outstanding method statement: <ol style="list-style-type: none"> 1. Besides meeting the "80" rating, the important issues are approached in an innovative and efficient way, indicating that the Tenderer has approaches and methods that will improve the project outcomes and quality of deliverables. 2. Risks are adequately identified and managed.

Transnet National Ports Authority

Tender Number: TNPA/2022/09/1163/13160/RFQ

Description of the Services: Provision of Engineering Surveys Services, Detection and Mapping of Underground Services



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

Signed

Date

.....

Name

Position

.....

Tenderer

.....



T2.2-04: Evaluation Schedule: Programme: Pre – Qualifying Quality (Functionality) Criteria

The Tenderer's attention is drawn to core clause 31 of the NEC3 Engineering and Construction contract regarding the items to be shown on a programme.

The tenderer shall demonstrate the following: -

- Ability to execute the works in terms of the Employer's requirements, indicating the order and timing of the construction activities that will take place to provide the works.
- Schedule showing durations of activities, Planned Start Date & Planned Completion Dates.
- All activities to be logically tied using critical path method (CPM).
- Level 3 schedule.
- Estimated Project Duration: 60 days
- Software Programme used (Preferably Primavera or MS Project).

The Programme to indicate the following as a minimum:

Activity No	Activity description	Activity start	Activity finish	Preceding activities	Time risk allowances (TRA)
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The scoring will be as follows:

Score	Programme (10)
0	Tenderer has not submitted the required information/ cannot be rated.
20	Tender has submitted insufficient information.
40	Tender shows limited suitability and capacity to meet the project requirements; programme does not show order and timing. Programme duration not realistic.
60	Tenderers has demonstrated reasonable knowledge the development of: <ul style="list-style-type: none"> • Ability to execute the works in terms of the Employer's requirements, indicating the order and timing of the construction activities that will take place to provide the works. • Schedule showing durations of activities, Planned Start Date & Planned Completion Date. • All activities to be logically tied using critical path method (CPM). • Level 3 schedule. • Estimated Project Duration: 60 days.
80	<ul style="list-style-type: none"> • Tenderers has demonstrated good knowledge in scheduling: • Ability to execute the works in terms of the Employer's requirements, indicating the order and timing of the construction activities that will take place to provide the works. • Schedule showing durations of activities, Planned Start Date & Planned Completion Date • All activities to be logically tied using critical path method (CPM).



100	<ul style="list-style-type: none"> • Level 3 schedule that is Cost and Resources loaded. • Estimated Project Duration: 60 days. <p>Tenderers has demonstrated good knowledge in scheduling:</p> <ul style="list-style-type: none"> • Ability to execute the works in terms of the Employer’s requirements, indicating the order and timing of the construction activities that will take place to provide the works. • Schedule showing durations of activities, Planned Start Date & Planned Completion Date • All activities to be logically tied using critical path method (CPM). • Level 3 schedule that is Cost and Resources loaded. • Estimated Project Duration: 60 days • Requirements as listed in the NEC3, ECC, clause 31.2 • Software Programme used (Preferably Primavera or MS Project).
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The undersigned, who warrants that he/she is duly authorised to do so on behalf of the Tenderer, confirms that the contents of this section are within their personal knowledge and are to the best of their belief both true and correct.

Signed

Date

Name

Position

Tenderer



T2.2-05: Evaluation Schedule: Management & CV's of Key Persons

Please describe the management arrangements for the *works*.

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

1. An organisation chart showing on-site and off-site management (including the key people you have identified in the Contract Data Part two and identify the required legal appointments.)
2. CV's for people proposed for all identified posts including Safety Officer and Quality Assurance Representative.
3. Experience of staff allocated to the project and availability of skills to manage and perform the contract (Assigned personnel).
4. Details of the location (and functions) of offices from which the *services* will be managed.
5. An explanation of how you propose to allocate adequate resources to enable you to comply with the requirements and prohibitions imposed on you by or under the statutory provisions relating to health and safety and quality requirements.
6. General experience and qualifications/ registered with SAGC.
7. Knowledge of local issues pertinent to the project.
8. Key personnel are: Land Surveyor registered with SAGC.



The scoring will be as follows:

Score	Management & CV's of Key Persons (30)
0	Tenderer has not submitted the required information/ cannot be rated.
20	An Organizational Chart showing onsite and off-site management including: <ul style="list-style-type: none"> • SAGC Registered Land Surveyor • Certified Utility Scanning Technician Less than 2 years' experience Experience of the staff allocated to the project and availability of skills to manage and perform the contract must be clearly indicated.
40	An Organizational Chart showing onsite and off-site management including: <ul style="list-style-type: none"> • SAGC Registered Land Surveyor • Certified Utility Scanning Technician Between 2 years to less than 4 years' experience Experience of the staff allocated to the project and availability of skills to manage and perform the contract must be clearly indicated.
60	An Organizational Chart showing onsite and off-site management including: <ul style="list-style-type: none"> • SAGC Registered Land Surveyor • Certified Utility Scanning Technician Between 4 years to less than 6 years' experience Experience of the staff allocated to the project and availability of skills to manage and perform the contract must be clearly indicated.
80	An Organizational Chart showing onsite and off-site management including: <ul style="list-style-type: none"> • SAGC Registered Land Surveyor • Certified Utility Scanning Technician Between 6 years to less than 8 years' experience Experience of the staff allocated to the project and availability of skills to manage and perform the contract must be clearly indicated.
100	An Organizational Chart showing onsite and off-site management including: <ul style="list-style-type: none"> • SAGC Registered Land Surveyor • Certified Utility Scanning Technician More than 8 years' experience Experience of the staff allocated to the project and availability of skills to manage and perform the contract must be clearly indicated.



Attached submissions to this schedule:

.....
.....

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

Signed _____ Date _____

Name _____ Position _____

Tenderer _____



T2.2-06: Previous Experience

Note to tenderers:

Tenderers are required to demonstrate their experience in the delivery of similar works with the period of the past 5 years. Tenderers should provide a sufficiently detailed reference list, with the contact details all the clients for all completed projects.

Previous Experience

In addition, please provide specific information for the following points:

- Tenderer’s experience in carrying out the work of similar nature at least successfully completed 1 or more of similar projects with project values and contactable references.
- If it’s a Joint Venture, main contractor should have demonstrated that they have completed 1 or more similar projects with project values and contactable references.

With regards to previous experience, a tender who has completed similar value or higher has a capacity to handle this project.

The scoring will be as follows:

Score	Previous Experience (20)
0	Tenderer has not submitted the required information/ cannot be rated.
20	Tenderer has successfully completed minimum of 1 projects of similar nature with contactable references and project values with proof of completion certificate or letter of completion from the client.
40	Tenderer has successfully completed minimum of 2 projects of similar nature with contactable references and project values with proof of completion certificate or letter of completion from the client.
60	Tenderer has successfully completed minimum of 3 projects of similar nature with contactable references and project values with proof of completion certificate or letter of completion from the client.
80	Tenderer has successfully completed minimum of 4 projects of similar nature with contactable references and project values with proof of completion certificate or letter of completion from the client.
10	Tenderer has successfully completed minimum of 5 projects of similar nature with contactable references and project values with proof of completion certificate or letter of completion from the client.



T2.2-07: Evaluation Schedule - Health and Safety Requirements

Submit the following documents as a minimum with your tender:

1. Signed Health and Safety Company Policy signed by the Accounting Officer (s16.2 appointee), must include, or cover the following five elements -
 1. Commitment to Safety, prevention of pollution,
 2. Continual improvement,
 3. Compliance to legal requirements, appropriate to the nature of contractor's activities,
 4. Hold management accountable for development of the safety systems,
 5. Include objectives and targets.
2. Roles & Responsibility: S16.2 Assistant CEO; 8.5 CHSO Safety officer CV and proof registration with SACPCMP; 8.7 Construction Supervisor; 9.1 Risk Assessor, etc. as per the Occupational health and safety Act 85 of 1993; First aider (level 3)
3. List of key responsible persons (job categories) for project and health and safety competencies required per category (Training Matrix).
4. Overview of Risk Assessment methodology, submission of risk assessments indicating major activities of the project.
5. **Two-year** synopsis of SHE incidents, description, type and action taken to prevent re-occurrence.
6. Completed Health and Safety cost breakdown sheet.
7. Complete and return with tender documentation the Contractor Safety Questionnaire with supporting documentation included as an Annexure.

Attached submissions to this schedule:

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The scoring of the Tenderer’s Health and safety requirements will be as follows:

	<p>Signed Health and Safety Company Policy (s16.2 appointee) covering the following five elements</p> <ol style="list-style-type: none"> 1. Commitment to Safety, prevention of pollution, 2. Continual improvement, 3. Compliance to legal requirements, appropriate to the nature of contractor’s activities, 4. Hold management accountable for development of the safety systems, 5. Include objectives and targets. 	<p>Roles & Responsibility : S16.2 Assistant CEO; 8.5 CHSO Safety officer CV and proof registration with SACPCMP; 8.7 Construction Supervisor; 9.1 Risk Assessor, etc. as per the Occupational health and safety Act 85 of 1993; First aider (level 3)</p>	<p>List of key responsible persons (job categories) for the project and health and safety competencies required per category (Training matrix).</p>	<p>Overview of the tenderer’s Risk Assessment methodology , and submission of risk assessments indicating major activities of the project.</p>	<p>Two-year synopsis of SHE incidents, description, type and action taken to prevent re-occurrence. Submission of completed cost breakdown sheet.</p>	<p>Completed Health and Safety cost breakdown sheet.</p>	<p>Complete and return with tender documentation the Contractor Safety Questionnaire with required supporting documentation included as an Annexure.</p>
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Points (15)	1	2	2	2	1	2	5
Score 0							
Score 20	1 of the 5 key policy components are recognized and meet the <i>Employer's</i> requirement.	Roles and responsibilities do not meet the Occupational health and safety Act as per construction regulations and TNPA health and safety specification.	Key responsible persons are not included on training matrix as per proposed organogram structure.	Information supplied is totally insignificant/inadequate to achieve the required standard of service.	Information supplied is totally insignificant/inadequate to achieve the required standard of service.	Information supplied is totally insignificant/inadequate to achieve the required standard of service.	Information supplied is totally insignificant/inadequate to achieve the required standard of service.
Score 40	2 of the 5 key policy components are recognized and meet the <i>Employer's</i> requirement.	Roles and responsibilities are unlikely to ensure compliance as per the Works information and not in line with OHS Act and TNPA health and safety specification.	Not all key responsible persons are included in the training matrix. Trainings matrix submitted does not cover all SHE training listed on Health and Safety specification. Training matrix not signed by responsible personnel.	Poor response/answer/solution lacks convincing evidence, medium risk that stated <i>employer's</i> requirements will not be met.	Poor response/answer/solution lacks convincing evidence, medium risk that stated <i>Employer's</i> requirements will not be met.	Poor response/answer/solution lacks convincing evidence, medium risk that stated <i>Employer's</i> requirements will not be met.	Poor response/answer/solution lacks convincing evidence, medium risk that stated <i>Employer's</i> requirements will not be met.



<p>Score 60</p>	<p>3 of the 5 key policy components are recognized and meet the <i>Employer's</i> requirements.</p>	<p>Satisfactory response on roles and responsibilities as per Employer's requirements.</p>	<p>Satisfactory response on the list of job categories and trainings as per proposed project organogram structure. Training matrix covers most of the trainings listed on TNPA Health and safety specification.</p>	<p>Satisfactory response/answer/solution to the particular aspect of the requirement, evidence given that the stated <i>Employer's</i> requirements will be met.</p>	<p>Satisfactory response/answer/solution to the particular aspect of the requirement, evidence given that the stated <i>Employer's</i> requirements will be met.</p>	<p>Satisfactory response/answer/solution to the particular aspect of the requirement, evidence given that the stated <i>Employer's</i> requirements will be met.</p>	<p>Satisfactory response/answer/solution to the particular aspect of the requirement, evidence given that the stated <i>Employer's</i> requirements will be met.</p>
<p>Score 80</p>	<p>4 of the five key policy components are recognized and meets the <i>Employer's</i> requirements.</p>	<p>Roles and responsibilities are likely to ensure compliance as per Works Information, OHS Act and TNPA health and safety specification.</p>	<p>Most of key persons listed on the training matrix as per proposed project organogram structure. Trainings specified on the matrix are in line with TNPA health and safety specification.</p>	<p>Good response/answer/solution which demonstrates real understanding and evidence of ability to meet stated <i>Employer's</i> requirements.</p>	<p>Good response/answer/solution which demonstrates real understanding and evidence of ability to meet stated <i>Employer's</i> requirements</p>	<p>Good response/answer/solution which demonstrates real understanding and evidence of ability to meet stated <i>Employer's</i> requirements</p>	<p>Good response/answer/solution which demonstrates real understanding and evidence of ability to meet stated <i>Employer's</i> requirements.</p>



<p>Score 100</p>	<p>All 5 key policy components are recognized and meets the <i>Employer's</i> requirements</p>	<p>Roles and Responsibilities most likely to ensure compliance as per requirements of OHS Act and TNPA Health and Safety Management Specification and CV and proof of professional registration with SACPCMP submitted.</p>	<p>Training matrix include Management and all employees /personnel in the project. Training matrix had been signed by responsible personnel.</p>	<p>Very good response/answer/solution gives real confidence that the tenderer is most likely to ensure compliance with stated <i>Employer's</i> requirements.</p>	<p>Very good response/answer/solution gives real confidence that the tenderer is most likely to ensure compliance with stated <i>Employer's</i> requirements</p>	<p>Very good response/answer/solution gives real confidence that the tenderer is most likely to ensure compliance with stated <i>Employer's</i> requirements</p>	<p>Very good response/answer/solution gives real confidence that the tenderer is most likely to ensure compliance with stated <i>Employer's</i> requirements.</p>
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Tender Health and Safety Cost Breakdown

Tenderer (Company)	Responsible Person	Designation	Date
Project/Tender Title	Project/Tender No.	Project Location / Description	

#	Cost element	Unit Cost (R)	# of Units	Total Cost (R)
1.	Human Resources			
2.	Systems Documentation			
3.	Meetings & Administration			
4.	H&S Training			
5.	PPE & Safety Equipment			
6.	Signage & Barricading			
7.	Workplace Facilities			
8.	Emergency & Rescue Measures			
9.	Hygiene Surveys & Monitoring			
10.	Medical Surveillance			
11.	Safe Transport of Workers			
12.	HazMat Management (e.g. asbestos /silica)			
13.	Substance Abuse Testing			
14.	H&S Reward & Recognition			
15.	COVID19 Management e.g face masks, sanitiser, temperature measurement, signage, posters etc			
Total Health and Safety Cost (R)				
Total Tender Value (R)				
H&S Cost as % of Tender value		%		



Contractor Safety Questionnaire

1. Safe Work Performance										
1A	Injury Experience / Historical Performance – Alberta									
	Use the previous three years injury and illness records to complete the following:									
	Year									
	Number of medical treatment cases									
	Number of restricted work day cases									
	Number of lost time injury cases									
	Number of fatal injuries									
	Total recordable frequency									
	Lost time injury frequency									
	Number of worker manhours									
	1	Medical Treatment Case	Any occupational injury or illness requiring treatment provided by a physician or treatment provided under the direction of a physician							
	2	Restricted Work Day Case	Any occupational injury or illness that prevents a worker from performing any of his/her craft jurisdiction duties							
	3	Lost Time injury Cases	Any occupational injury that prevents the worker from performing any work for at least one day							
	4	Total Recordable Frequency	Total number of Medical Treatment, Restricted Work and Lost Time Injury cases multiplied by 200,000 then divided by total manhours							
5	Lost Time Injury Frequency	Total number of Lost Time Injury cases multiplied by 200,000 then divide by total manhours								
1B	Workers' Compensation Experience									
	Use the previous three years injury and illness records to complete the following (if applicable):									
	Industry Code:			Industry Classification:						
	Year									
	Industry Rate									
	Contractor Rate									
	% Discount or Surcharge									
	Is your Workers' Compensation account in good standing? (Please provide letter of confirmation)							Yes		No
2. Citations										
2A	Has your company been cited, charged or prosecuted under Health, Safety and/or Environmental Legislation in the last 5 years? If yes, provide details:						Yes		No	
2B	Has your company been cited, charged or prosecuted under the above Legislation in another Country, Region or State? If yes, provide details:						Yes		No	



3. Citations						
	Does your company have a Certificate of Recognition?				Yes	No
	If yes, what is the	Certificate No:	Issue Date:			
4. Safety Program						
4A	Do you have a written safety program manual? If Yes, provide a copy for review				Yes	No
4B	Do you have a pocket safety booklet for field distribution? If Yes, provide a copy for review				Yes	No
4C	Does your safety program contain the following elements:					
		Yes	No		Yes	No
				Equipment Maintenance		
				Emergency Response		
				Hazard Assessment		
				Safe Work Practices		
				Safe Work Procedures		
				Workplace Inspections		
				Investigation Process		
				Training Policy & Program		
				Communication Processes		
				Modified Work Program		
5. Training Program						
5A	Do you have an orientation program for new hire employees? If Yes, include a course outline. Does it include any of the following:				Yes	No
		Yes	No		Yes	No
				Confined Space Entry		
				Trenching & Excavation		
				Signs & Barricades		
				Dangerous Holes & Openings		
				Rigging & Cranes		
				Mobile Vehicles		
				Preventative Maintenance		
				Hand & Power Tools		
				Fire Prevention & Protection		
				Electrical Safety		
				Compressed Gas Cylinders		
			Weather Extremes			
5B	Do you have a program for training newly hired or promoted supervisors? If Yes, submit an outline for evaluation. Does it include instruction on the following:				Yes	No
		Yes	No		Yes	No
				Safety Communication		



	Employee Responsibilities			First Aid/Medical Procedures		
	Due Diligence			New Worker Training		
	Safety Leadership			Environmental Requirements		
	Work Refusals			Hazard Assessment		
	Inspection Processes			Pre-Job Safety Instruction		
	Emergency Procedures			Drug & Alcohol Policy		
	Incident Investigation			Progressive Disciplinary Policy		
	Safe Work Procedures			Safe Work Practices		
	Safety Meetings			Notification Requirements		
6. Safety Activities						
6A	Do you conduct safety inspections?	Yes	No	Weekly	Monthly	Quarterly
Describe your safety inspection process (include participation, documentation requirements, follow-up, report distribution)						
Who follows up on inspection action items?						
6B	Do you hold site safety meetings for field employees? If Yes, how often?	Yes	No	Daily	Weekly	Biweekly
6C	Do you hold site meetings where safety is addressed with management and field supervisors?	Yes	No	Weekly	Biweekly	Monthly
6D	Is pre-job safety instruction provided before to each new task?			Yes		No
	Is the process documented?			Yes		No
	Who leads the discussion?					
6E	Do you have a hazard assessment process?			Yes		No
	Are hazard assessments documented?			Yes		No
	If yes, how are hazard assessments communicated and implemented on each project?					
	Who is responsible for leading the hazard assessment process?					
6F	Does your company have policies and procedures for environmental protection, spill clean-up, reporting, waste disposal, and recycling as part of the Health & Safety Program?			Yes		No
6G	How does your company measure its H&S success? Attach separate sheet to explain					
7. Safety Stewardship						
7A	Are incident reports and report summaries sent to the following and how often?	Yes	No	Monthly	Quarterly	Annually
	Project/Site Manager					
	Vice President/Managing Director					
	Safety Director/Manager					
	President/Chief Executive Officer					



7B	How are incident records and summaries kept? How often are they reported internally?	Yes	No	Monthly	Quarterly	Annually
	Incidents totalled for the entire company					
	Incidents totalled by project					
	Subtotalled by superintendent					
	Subtotalled by foreman					
7C	How are the costs of individual incidents kept? How often are they reported internally?	Yes	No	Monthly	Quarterly	Annually
	Costs totalled for the entire company					
	Costs totalled by project					
	Subtotalled by superintendent					
	Subtotalled by foreman/general foreman					
7D	Does your company track non-injury incidents?	Yes	No	Monthly	Quarterly	Annually
	Near Miss					
	Property Damage					
	Fire					
	Security					
	Environmental					

8. Personnel

List key health and safety officers planned for this project. Attach resume.

Name	Position / Title	Designation

Supply name, address and phone number of your company's corporate health and safety representative. Does this individual have responsibilities other than health, safety and environment?

Name	Address	Telephone Number

Other responsibilities:

9. References

List the last three company's your firm has worked for that could verify the quality and management commitment to your occupational Health & Safety program

Name and Company	Address	Telephone Number



T2.2-08: Authority to submit a Tender

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

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

A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors

B. Certificate for Partnership

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

Name	Address	Signature	Date

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



C. Certificate for Joint Venture

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

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

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

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

D. Certificate for Sole Proprietor

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

Signed _____ Date _____

Name _____ Position Sole Proprietor

T2.2-09: Record of Addenda to Tender Documents

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

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

Attach additional pages if more space is required.



T2.2-10 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 Corporate Centre 138 Eloff Street , Braamfontein , Johannesburg 2000

and

.....
.....

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

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

WHEREAS

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

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

- 1.1 **Agents** mean directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;
- 1.2 **Bid or Bid Document** (hereinafter Tender) means Transnet's Request for Information [**RFI**] Request for Proposal [**RFP**] or Request for Quotation [**RFQ**], as the case may be;

- 1.3 **Confidential Information** means any information or other data relating to one party [the **Disclosing Party**] and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Bid to the other party [the **Receiving Party**] or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:
- 1.3.1 is publicly available at the time of its disclosure or becomes publicly available [other than as a result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this Agreement]; or
 - 1.3.2 was lawfully in the possession of the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] free of any restriction as to its use or disclosure prior to its being so disclosed; or
 - 1.3.3 following such disclosure, becomes available to the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] from a source other than the Disclosing Party or its Agents, which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information;
- 1.4 **Group** means any subsidiary, any holding company and any subsidiary of any holding company of either party; and
- 1.5 **Information** means all information in whatever form including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, know-how, trade secrets and business affairs whether in writing, conveyed orally or by machine-readable medium.

2. CONFIDENTIAL INFORMATION

- 2.1 All Confidential Information given by one party to this Agreement [the **Disclosing Party**] to the other party [the **Receiving Party**] will be treated by the Receiving Party as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose [whether in writing or orally or in any other manner] Confidential Information to any other person other than in accordance with the terms of this Agreement.
- 2.2 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Tender or for the subsequent performance of any contract between the parties in relation to the Tender.

- 2.3 Notwithstanding clause 2.1 above, the Receiving Party may disclose Confidential Information:
- 2.3.1 to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 above, provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or
- 2.3.2 to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.4 below.
- 2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.3.2 above, it shall promptly notify the Disclosing Party and cooperate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.
- 2.5 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps [including the institution of legal proceedings] as shall be necessary to remedy [if capable of remedy] the default and/or to prevent further unauthorised copying, disclosure or use.
- 2.6 All Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights, including intellectual property rights over the Confidential Information whatsoever, beyond those contained in this Agreement.

3. RECORDS AND RETURN OF INFORMATION

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

4. ANNOUNCEMENTS

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

5. DURATION

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

6. PRINCIPAL

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

7. ADEQUACY OF DAMAGES

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

8. PRIVACY AND DATA PROTECTION

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

9. GENERAL

- 9.1 Neither party may assign the benefit of this Agreement, or any interest hereunder, except with the prior written consent of the other, save that Transnet may assign this Agreement at any time to any member of the Transnet Group.
- 9.2 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.



- 9.3 The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.
- 9.4 This Agreement may only be modified by a written agreement duly signed by persons authorised on behalf of each party.
- 9.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.
- 9.6 This Agreement will be governed by and construed in accordance with South African law and the parties irrevocably submit to the exclusive jurisdiction of the South African courts.

Signed

Date

Name

Position

Tenderer



T2.2-11: TENDER DECLARATION FORM

NAME OF COMPANY: _____

We _____ do hereby certify that:

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

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

ADDRESS:

Indicate nature of relationship with Transnet:

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

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



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

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

IMPORTANT NOTICE TO RESPONDENTS

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



T2.2-12: REQUEST FOR PROPOSAL – BREACH OF LAW

NAME OF COMPANY: _____

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

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

NATURE OF BREACH:

DATE OF BREACH: _____

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

Signed on this ____ day of _____ 20____

SIGNATURE OF TENDERER

T2.2-13: Certificate of Acquaintance with Tender Documents

NAME OF TENDERING ENTITY:

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



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

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDERER

T2.2-14 Service Provider Integrity Pact

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

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

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

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

PREAMBLE

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

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

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

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

1 OBJECTIVES

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

2 COMMITMENTS OF TRANSNET

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

- 2.1 Transnet hereby undertakes that no employee of Transnet connected directly or indirectly with the sourcing event and ensuing contract, will demand, take a promise for or accept directly or through intermediaries any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Tenderer, either for themselves or for any person, organisation or third

party related to the contract in exchange for an advantage in the tendering process, Tender evaluation, contracting or implementation process related to any contract.

- 2.2 Transnet will, during the registration and tendering process treat all Tenderers/ Service Providers/Contractor with equity, transparency and fairness. Transnet will in particular, before and during the registration process, provide to all Tenderers/ Service Providers/Contractors the same information and will not provide to any Tenderers/Service Providers/Contractors confidential/additional information through which the Tenderers/Service Providers/Contractors could obtain an advantage in relation to any tendering process.
- 2.3 Transnet further confirms that its employees will not favour any prospective Tenderers/Service Providers/Contractors in any form that could afford an undue advantage to a particular Tenderer during the tendering stage, and will further treat all Tenderers/Service Providers/Contractors participating in the tendering process in a fair manner.
- 2.4 Transnet will exclude from the tender process such employees who have any personal interest in the Tenderers/Service Providers/Contractors participating in the tendering process.

3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

- 3.1 Transnet has a '**Zero Gifts**' Policy. No employee is allowed to accept gifts, favours or benefits.
 - a) Transnet officials and employees **shall not** solicit, give or accept, or from agreeing to solicit, give, accept or receive directly or indirectly, any gift, gratuity, favour, entertainment, loan, or anything of monetary value, from any person or juridical entities in the course of official duties or in connection with any operation being managed by, or any transaction which may be affected by the functions of their office.
 - b) Transnet officials and employees **shall not** solicit or accept gifts of any kind, from vendors, suppliers, customers, potential employees, potential vendors, and suppliers, or any other individual or organisation irrespective of the value.
 - c) Under **no circumstances** should gifts, business courtesies or hospitality packages be accepted from or given to prospective suppliers participating in a tender process at the respective employee's Operating Division, regardless of retail value.
 - d) Gratuities, bribes or kickbacks of any kind must never be solicited, accepted or offered, either directly or indirectly. This includes money, loans, equity, special privileges, personal favours, benefit or services. Such favours will be considered to constitute corruption.

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

the name and address of the foreign principals, if any, involved directly or indirectly in the registration or tendering process.

- 3.7 The Tenderer/Service Provider/Contractor will not misrepresent facts or furnish false or forged documents or information in order to influence the tendering process to the advantage of the Tenderer/Service Provider/Contractor or detriment of Transnet or other competitors.
- 3.8 Transnet may require the Tenderer/Service Provider/Contractor to furnish Transnet with a copy of its code of conduct. Such code of conduct must address the compliance programme for the implementation of the code of conduct and reject the use of bribes and other dishonest and unethical conduct.
- 3.9 The Tenderer/Service Provider/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 3.10 The Tenderer/Service Provider/Contractor confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human Rights, Labour, Anti-Corruption and the Environment when undertaking business with Transnet as follows:
 - a) Human Rights
 - Principle 1: Businesses should support and respect the protection of internationally proclaimed human rights; and
 - Principle 2: make sure that they are not complicit in human rights abuses.
 - b) Labour
 - Principle 3: Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;
 - Principle 4: the elimination of all forms of forced and compulsory labour;
 - Principle 5: the effective abolition of child labour; and
 - Principle 6: the elimination of discrimination in respect of employment and occupation.
 - c) Environment
 - Principle 7: Businesses should support a precautionary approach to environmental challenges;

- Principle 8: undertake initiatives to promote greater environmental responsibility; and
 - Principle 9: encourage the development and diffusion of environmentally friendly technologies.
- d) Anti-Corruption
- Principle 10: Businesses should work against corruption in all its forms, including extortion and bribery.

4 INDEPENDENT TENDERING

- 4.1 For the purposes of that Certificate in relation to any submitted Tender, the Tenderer declares to fully understand that the word "competitor" shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:
- a) has been requested to submit a Tender in response to this Tender invitation;
 - b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
 - c) provides the same Goods and Services as the Tenderer and/or is in the same line of business as the Tenderer.
- 4.2 The Tenderer has arrived at his submitted Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive tendering.
- 4.3 In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- a) prices;
 - b) geographical area where Goods or Services will be rendered [market allocation];
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a Tender;
 - e) the submission of a Tender which does not meet the specifications and conditions of the RFP; or
 - f) tendering with the intention of not winning the Tender.
- 4.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications

and conditions or delivery particulars of the Goods or Services to which his/her tender relates.

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

5 DISQUALIFICATION FROM TENDERING PROCESS

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

of the damage. The exclusion will be imposed for up to a maximum of 10 (ten) years. However, Transnet reserves the right to impose a longer period of exclusion, depending on the gravity of the misconduct.

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

6 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

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

- 6.6 A Service Provider or Contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.
- 6.7 Grounds for blacklisting include: If any person/Enterprise which has submitted a Tender, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Tender or contract:
- a) Has, in bad faith, withdrawn such Tender after the advertised closing date and time for the receipt of Tenders;
 - b) has, after being notified of the acceptance of his Tender, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the Tender documents;
 - c) has carried out any contract resulting from such Tender in an unsatisfactory manner or has breached any condition of the contract;
 - d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;
 - e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;
 - f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:
 - (i) he made the statement in good faith honestly believing it to be correct; and
 - (ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;
 - g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
 - h) has litigated against Transnet in bad faith.
- 6.8 Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National Treasury's database of Restricted Service Providers or Register of Tender Defaulters.

- 6.9 Companies associated with the person/s guilty of misconduct (i.e. entities owned, controlled or managed by such persons), any companies subsequently formed by the person(s) guilty of the misconduct and/or an existing company where such person(s) acquires a controlling stake may be considered for blacklisting. The decision to extend the blacklist to associated companies will be at the sole discretion of Transnet.

7 PREVIOUS TRANSGRESSIONS

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

8 SANCTIONS FOR VIOLATIONS

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

9 CONFLICTS OF INTEREST

9.1 A conflict of interest includes, inter alia, a situation in which:

- a) A Transnet employee has a personal financial interest in a tendering / supplying entity; and
- b) A Transnet employee has private interests or personal considerations or has an affiliation or a relationship which affects, or may affect, or may be perceived to affect his / her judgment in action in the best interest of Transnet, or could affect the employee's motivations for acting in a particular manner, or which could result in, or be perceived as favouritism or nepotism.

9.2 A Transnet employee uses his / her position, or privileges or information obtained while acting in the capacity as an employee for:

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

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

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

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

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

10 DISPUTE RESOLUTION

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

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

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

11 GENERAL

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

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

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



Signature

Date



T2.2-15 : Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

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

Section 1: Name of enterprise: _____

Section 2: VAT registration number, if any: _____

Section 3: CIDB registration number, if any: _____

Section 4: CSD number: _____

Section 5: Particulars of sole proprietors and partners in partnerships

Name	Identity number	Personal income tax number

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

Section 6: Particulars of companies and close corporations

Company registration number _____

Close corporation number _____

Tax reference number: _____

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

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

Section 9: The attached SBD8 must be completed for each tender and be attached as a requirement.

Section 10: The attached SBD9 must be completed for each tender and be attached as a requirement.



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

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

Signed	_____	Date	_____
Name	_____	Position	_____
Enterprise name	_____		

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/ adjudicating authority where-

- the bidder is employed by the state; and/or

- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

¹"State" means –

- a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999); any municipality or municipal entity;
- b) provincial legislature;
- c) national Assembly or the national Council of provinces; or
- d) Parliament.

SBD 4

2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

2.1 Full Name of bidder or his or her representative: _____

2.2 Identity Number: _____

2.3 Position occupied in the Company (director, trustee, shareholder²): _____

2.4 Company Registration Number: _____

2.5 Tax Reference Number: _____

2.6 VAT Registration Number: _____

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / personnel numbers must be indicated in paragraph 3 below.

2.7 Are you or any person connected with the bidder presently employed by the state?

YES / NO

2.7.1 If so, furnish the following particulars:

- Name of person / director / trustee / shareholder/ member:

- Name of state institution at which you or the person connected to the bidder is employed:

- Position occupied in the state institution:

Any other particulars:

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?

YES / NO

² "Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.



2.7.3 If yes, did you attached proof of such authority to the bid document?

YES / NO

Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.3.1 If no, furnish reasons for non-submission of such proof:

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?

YES / NO

2.8.1 If so, furnish particulars:

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?

YES / NO

2.8.2 If so, furnish particulars.

2.9 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

YES/NO

2.9.1 If so, furnish particulars.



SBD 4

4 DECLARATION

I, THE UNDERSIGNED (NAME) _____ CERTIFY
THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH
23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE
FALSE.

Signature

Date

Position

Name of bidder

SBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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.

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
 - the 80/20 system for requirements with a Rand value of below R50 000 000 (all applicable taxes included)
- 1.2 The value of this bid is estimated **not to exceed** R50 000 000 (all applicable taxes included) and therefore the **80/20** 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	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100

- 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 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 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);
- (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:

80/20 or 90/10

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

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 (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	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.
- 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 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 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	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

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.

WITNESSES
1.
2.

.....
SIGNATURE(S) OF TENDERER(S)
DATE:
ADDRESS
.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Standard Bidding Document must form part of all bids invited.
2. It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		



4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		



SBD 8

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME)..... CERTIFY THAT
THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN
AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

Signature

Date

Position

Name of Tenderer

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Standard Bidding Document (SBD) must form part of all bids/quotes³ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).⁴ Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - (a) disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - (b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

³ Includes price quotations, advertised competitive bids, limited bids and proposals.

⁴ Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

SBD 9

CERTIFICATE OF INDEPENDENT QUOTATION/PROPOSAL DETERMINATION

I, the undersigned, in submitting the accompanying quote:

(Quote Number and Description)

in response to the invitation for the quote made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, 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.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium⁵ will not be construed as collusive bidding.

⁵ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

SBD 9

- (a) prices;
 - (b) geographical area where product or service 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 bid;
or
 - (f) bidding with the intention not to win the bid.
8. 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 products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Signature

Date

Position

Name of bidder

T2.2-16 : Supplier Code of Conduct

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

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

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

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

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

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

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

- Win or retain business or to influence any act or decision of any person involved in sourcing decisions; or
- Gain an improper advantage.
- There may be times when a supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our Suppliers to use our "Tip-offs Anonymous" Hot line to report these acts. (0800 003 056).

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

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

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

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



Conflicts of Interest

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

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

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

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

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

Signed this on day _____ at

Signature



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

1. PREAMBLE AND INTRODUCTION

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

2. PROTECTION OF PERSONAL INFORMATION

- 2.1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No. of 2013 "(POPIA"):

consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.

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

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

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

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

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

- 2.6. Should there be a need for the Operator to process the personal information and the information of a third party in a way that is not agreed to in this Agreement, the Operator must request consent from Transnet to the processing of its personal information or and the information of a third party in a manner other than that it was collected for, which consent cannot be unreasonably withheld.



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

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

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

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



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

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

3. SOLE AGREEMENT

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

Signed at _____ on this _____ day of _____ 2021

Name: _____

Title: _____

Signature: _____

Company Name:

(Operator)

Authorised signatory for and on behalf of

who warrants that he/she is duly authorised to sign this Agreement.

AS WITNESSES:

1. Name: _____ Signature: _____

2. Name: _____ Signature: _____



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

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

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

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

T2.2-19 SUPPLIER DECLARATION FORM

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

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

General Terms and Conditions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



SUPPLIER DECLARATION FORM

Supplier Declaration Form

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

CSD Number (MAAA xxxxxxx):

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

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

Your Current Company's VAT Registration Status	
VAT Registration Number	
If Exempted from VAT registration , state reason and submit proof from SARS in confirming the exemption status	



If your business entity is not VAT Registered, please submit a current original sworn affidavit (see example in Appendix I). Your Non VAT Registration must be confirmed annually.

Company Banking Details		Bank Name	
Universal Branch Code		Bank Account Number	

Company Physical Address		Code	
Company Postal Address		Code	
Company Telephone number			
Company Fax Number			
Company E-Mail Address			
Company Website Address			

Company Contact Person Name	
Designation	
Telephone	
Email	

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

Most recent Financial Year's Annual Turnover	<R10Million EME	>R10Million <R50Million QSE	>R50Million Large Enterprise
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Does your company have a valid proof of B-BBEE status?										Yes		No	
Please indicate your Broad Based BEE status (Level 1 to 9)					1	2	3	4	5	6	7	8	9
Majority Race of Ownership													
% Black Ownership		% Black Women Ownership		% Black Disabled person(s) Ownership				% Black Youth Ownership					
% Black Unemployed		% Black People Living in Rural Areas		% Black Military Veterans									
Please Note: Please provide proof of B-BBEE status as per Appendix C and D:													



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

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



APPENDIX B

Affidavit or Solemn Declaration as to VAT registration status

Affidavit or Solemn Declaration

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

Signature: _____

Designation: _____

Date: _____

Commissioner of Oaths

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

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

Commissioner of Oaths



APPENDIX C

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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

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



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

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

- Black Designated Group Owned % Breakdown as per the definition stated above:
- Black Youth % = _____%
- Black Disabled % = _____%
- Black Unemployed % = _____%
- Black People living in Rural areas % = _____%
- Black Military Veterans % = _____%

- Based on the Financial Statements/Management Accounts and other information available on



the latest financial year-end of _____, the annual Total Revenue was between

R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),

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

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

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

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

Deponent Signature

.....

Date

.....

Commissioner of Oaths
 Signature & stamp



APPENDIX D

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE – GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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



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

3. I hereby declare under Oath that:

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



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

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

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

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

Deponent Signature

.....

Date

.....

Commissioner of Oaths

Signature & stamp



VENDOR REGISTRATION DOCUMENTS CHECKLIST

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

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

C1.1 FORM OF OFFER & ACCEPTANCE

Offer

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

Provision of Engineering Surveys, Detection and Mapping of Underground Services

The tenderer, identified in the Offer signature block, has

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

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

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

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



Signature(s)

Name(s)

Capacity

**for the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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



Notwithstanding anything contained herein, this agreement comes into effect on the date of award of contract. Unless the tenderer (now the *NEC3 PSC Consultant*) within five working days of the date of such receipt notifies the *Employer* in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s)

Name(s)

Capacity

**for the
Employer:**

Transnet SOC (Ltd)

Name &
signature of
witness

Date



Schedule of Deviations

No.	Subject	Details
1
2
3
4
5
6
7

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

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



For the tenderer:

For the Employer

Signature

Name

Capacity

On behalf of

(Insert name and address of organisation)

Transnet SOC (Ltd)

Name & signature of witness

Date



C1.2 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option dispute resolution Option and secondary Options	<p>A: Priced contract with activity schedule</p> <p>W1: Dispute resolution procedure</p> <p>X2 Changes in the law</p> <p>X7: Delay damages</p> <p>X9: Transfer of rights</p> <p>X10 <i>Employer's Agent</i></p> <p>X11: Termination by the <i>Employer</i></p> <p>X18: Limitation of liability</p> <p>Z: <i>Additional conditions of contract</i></p>
	of the NEC3 Professional Services Contract (June 2005) (amended June 2006 and April 2013)	
10.1	The <i>Employer</i> is (Name): Address	<p>Transnet SOC Ltd</p> <p>Registered address: Transnet Corporate Centre 138 Eloff Street Braamfontein Johannesburg 2000</p>
	Having elected its Contractual Address for the purposes of this contract as:	<p>Transnet National Ports Authority Admin Building (Emendi) N2 Neptune Road Off Klub Road Port of Ngqura Port Elizabeth 6212</p>
11.2(9)	The <i>services</i> are	Provision of Engineering Surveys Services, Detection and Mapping of Underground Services



11.2(10)	The following matters will be included in the Risk Register	Inclement Weather	
11.2(11)	The Scope is in	Part C3.1: The Scope of the Contract Document	
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.	
13.1	The <i>language of this contract</i> is	English	
13.3	The <i>period for reply</i> is	2 (two) weeks	
13.6	The <i>period for retention</i> is	5 (five) years following Completion or earlier termination.	
2	The Parties' main responsibilities		
25.2	The <i>Employer</i> provides access to the following persons, places and things	access to	access date
		1	Port of Elizabeth
			07 Feb 2023
3	Time		
31.2	The <i>starting date</i> is	01 February 2023	
11.2(3)	The <i>completion date</i> for the whole of the <i>services</i> is	28 April 2023	
31.1	The <i>Consultant</i> is to submit a first programme for acceptance within	1 (one) week of the Contract Date.	
32.2	The <i>Consultant</i> submits revised programmes at intervals no longer than	4 (four) weeks.	
4	Quality		
40.2	The quality policy statement and quality plan are provided within	2 (two) weeks of the Contract Date.	
41.1	The <i>defects date</i> is	52 weeks after Completion of the whole of the services.	
5	Payment		
50.1	The <i>assessment interval</i> is on the	18th day of each successive month.	
50.3	The <i>expenses</i> stated by the <i>Employer</i> are	Item	Amount
		Economy air fares	Charged at proven costs strictly on limits as set out in National Treasury Instructions as amended from time to time.



		Car hire not exceeding group B	Charged at proven costs strictly on limits as set out in National Treasury Instructions as amended from time to time.
		Accommodation	Charged at proven costs strictly on limits as set out in National Treasury Instructions as amended from time to time.
51.1	The period within which payments are made is	Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.	
51.2	The <i>currency of this contract</i> is the	South African Rand (ZAR).	
51.5	The <i>interest rate</i> is	The prime lending rate of the Standard Bank of South Africa.	
6	Compensation events	No additional data required for this section of the <i>conditions of contract</i>.	
7	Rights to material	No additional data required for this section of the <i>conditions of contract</i>.	
8	Indemnity, insurance and liability		
81.1	The amounts of insurance and the periods for which the <i>Consultant</i> maintains insurance are		
	Event	Cover	Period following Completion of the whole of the <i>services</i> or earlier termination
	failure by the <i>Consultant</i> to use the skill and care normally used by professionals providing services similar to the <i>services</i>	Professional Indemnity insurance for not less than R10 000 000.00 (Ten Million Rand) in respect of each claim, without limit to the number of claims	52 Weeks



death of or bodily injury to a person (not an employee of the *Consultant*) or loss of or damage to property resulting from an action or failure to take action by the *Consultant*

General Third Party Liability Insurance for all amounts falling within the excess of the policy, currently R50 000.00 (Fifty Thousand Rand) each and every claim, and/or for all amounts in excess of the policy limits as detailed in the policy document or whatever the *Consultant* deems desirable in respect of each claim, without limit to the number of claims

0 Weeks

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

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

0 Weeks

Motor Vehicle Liability Insurance

Comprising (as a minimum) “Balance of Third Party” Risks including Passenger Liability Indemnity for an amount of not less than R 10 000 000.00

81.1 The *Employer* provides the following insurances

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

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



82.1	The <i>Consultant's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	<i>For all matters covered under the Employer's Professional Indemnity (PI) and General Third Party Liability policies, the Consultant's liability will be limited to the excesses applicable under the Employer's Professional Indemnity and General Third Party Liability policies as detailed in the policy wordings. The current excesses amount to R5 000 000.00 (Five Million Rand) PI and R50 000.00 (Fifty Thousand Rand) General Third Party Liability, respectively, each and every claim. For all matters not covered under the Employer's Professional Indemnity and General Third-Party Liability policies the Consultants liability will be limited to the final total of the Prices.</i>
9	Termination	No additional data required for this section of the conditions of contract.
10	Data for main Option clause	
A	Priced contract with activity schedule	
21.3	The <i>Consultant</i> prepares forecasts of the total of the <i>expenses</i> at intervals of no longer than	4 (four) weeks.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is	Both parties will agree to an <i>Adjudicator</i> as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the Chairman of the Association of Arbitrators (Southern Africa) will appoint an <i>Adjudicator</i>.
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Association of Arbitrators (Southern Africa)
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	The latest addition of the South African Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)
	The place where arbitration is to be held is	Johannesburg
	The person or organisation who will choose an arbitrator	
	<ul style="list-style-type: none"> • if the Parties cannot agree a choice or • if the <i>arbitration procedure</i> does not state who selects an arbitrator, is 	The Chairman of the Association of Arbitrators (Southern Africa)
12	Data for secondary Option clauses	
X2	Changes in the law	
X2.1	The <i>law of the project</i> is	The Republic of South Africa subject to the jurisdiction of the Courts of South Africa.
X7	Delay damages	



X7.1	Delay damages for late Completion of the whole of the <i>services</i> are	R500 per day
X9	Transfer of rights	The <i>Employer</i> owns the <i>Consultant</i> rights over any of the material whatsoever prepared for the <i>Services</i> of this Contract by the <i>Consultant</i>. The <i>Consultant</i> provides on request by the <i>Employer's Agent</i>, all documentation in whatever form as required (native's, PDF's, CD's, etc) and all other material items which transfer these rights to the <i>Employer</i>.
X10	The <i>Employer's Agent</i>	
X10.1	The <i>Employer's Agent</i> is	
	Name:	Zamokuhle Maluleke
	Address	Transnet National Ports Neptune Road Off Klub Road Port of Ngqura Port Elizabeth 6212
	The authority of the <i>Employer's Agent</i> is	Fully empowered to act on behalf of the <i>Employer</i> for the services covered by the contract.
X18	Limitation of liability	
X18.1	The <i>Consultant's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	Nil
X18.2	The <i>Consultant's</i> liability to the <i>Employer</i> for Defects that are not found until after the <i>defects date</i> is limited to:	The cost of correcting the defect (The Total of the Prices)
X18.3	The <i>end of liability date</i> is	2 (Two) years after Completion of the whole of the <i>services</i>.
Z	Additional conditions of contract	
	The <i>additional conditions of contract</i> are	
Z1	Obligations in respect of Joint Venture Agreements	



Z1.1

Insert the additional core clause 21.5

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

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

- A brief description of the Contract and the Deliverables.
- The name, physical address, communications addresses and domicilium citandi et executandi of each of the constituents and of the Joint Venture;
- The constituents' interests;
- A schedule of the insurance policies, sureties, indemnities and guarantees which must be taken out by the Joint Venture and by the individual constituents;
- Details of an internal dispute resolution procedure;

- Written confirmation by all of the constituents:
 - i. of their joint and several liability to the *Employer* to Provide the *services*;
 - ii. proof of separate bank account/s in the name of the joint venture;
 - iii. identification of the leader in the joint venture confirming the authority of the leader to bind the joint venture through the *Consultant's* representative;
 - iv. Identification of the roles and responsibilities of the constituents to provide the *services*.

- Financial requirements for the Joint Venture:
 - i. the working capital requirements for the Joint Venture and the extent to which and manner whereby this will be provided and/or guaranteed by the constituents from time to time;
 - ii. the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture

Z1.2

Insert additional core clause 21.6

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

Z2 Additional obligations in respect of Termination



Z2.1 The following will be included under core clause 90.1:
In the second main bullet, after the word 'partnership' add 'joint venture whether incorporate or otherwise (including any constituent of the joint venture)' and

Under the second main bullet, insert the following additional bullets after the last sub-bullet:

- commenced business rescue proceedings
- repudiated this Contract

Z2.2 *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.

Z3 Right Reserved by the Employer to Conduct Vetting through SSA

Z3.1 The *Employer* 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:

1. Confidential – this clearance is based on any information which may be used by malicious, opposing or hostile elements to harm the objectives and functions of an organ of state.
2. Secret – clearance is based on any information, which may be used by malicious, opposing or hostile elements to disrupt the objectives and functions of an organ of state.
3. Top Secret – this clearance is based on information, which may be used by malicious, opposing or hostile elements to neutralise the objectives and functions of an organ of state.

Z4 Additional Clause Relating to the Employer's rights to take appropriate action



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

Z4.2	The contract award is made without prejudice to any rights the <i>Employer</i> may have to take appropriate action later with regard to:	Politically Exposed Persons including any allegations with regards to State Capture.
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Z4.3	The contract award is made without prejudice to any rights the <i>Employer</i> may have to take appropriate action later with regard to:	Blacklisting by any State Entity on the National Treasury database.
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Z5	Protection of Personal Information Act	
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Z5.1		The <i>Employer</i> and the <i>Consultant</i> are required to process information obtained for the duration of the Contract in a manner that is aligned to the Protection of Personal Information Act.
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Z6	Time
Z6.1	<p><i>Clause 33.2. is added as an additional clause.</i></p> <p>The <i>Employer</i> may at any time suspend part or all of the <i>services</i>. As a consequence, if the <i>Consultant</i> is required to demobilise and then remobilise its staff and equipment, the <i>Consultant</i> will be reimbursed at cost. The <i>Consultant</i> will be required to reduce and mitigate all its costs during the period of suspension and will be entitled to compensation only to the extent that it can demonstrate it has incurred costs which were not capable of being mitigated.</p>
Z7	Compensation Events
Z7.1	<p>Clause 61.4: The first bullet point is amended to read as follows: arises from the fault, error, negligence or default of the <i>Consultant</i>.</p>
Z8	Limitation of liability
Z8.1	<p>Add to core clause 82.1 and X18</p> <p>For the avoidance of doubt the parties expressly agree that the total liability of the <i>Consultant</i> to the <i>Employer</i> applies jointly and severally across all organisations comprising of the <i>Consultant</i>.</p>
Z9	Additional clauses relating to cession of rights
Z9.1	<p>The <i>Consultant</i> shall not cede any rights under this contract without the approval of the <i>Employer</i>.</p>
Z9.2	<p>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>.</p>
Z10	Additional clauses relating to interpretation of the law
Z10.1	<p>Add to core clause 12.3 Any extension, concession, waiver or relaxation of any action by the Parties, the <i>Employers' Agent</i> or <i>Adjudicator</i> does not constitute a waiver of rights and does not give rise to an Estoppel or Lien, unless the Parties agree otherwise and confirm such an agreement in writing.</p>
Z11	Employer's Step-in rights
Z11.1	<p>If the <i>Consultant</i> defaults by failing to comply with his obligations and fails to remedy such default within 2 weeks of the notification of the default by the <i>Employer's Agent</i>, the <i>Employer</i>, without prejudice to his other rights, powers and remedies under the</p>



contract, may remedy the default either himself or procure a third party (including any *sub-consultant* or supplier of the *Consultant*) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the *Consultant*.

Z11.2

The *Consultant* co-operates with the *Employer* and facilitates and permits the use of all required information, materials and other matter (including but not limited to documents and all other drawings, CAD materials, data, software, models, plans, designs, programs, diagrams, evaluations, materials, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the *Consultant* under the contract or otherwise for and/or in connection with any subsequent *works*) and generally does all things required by the *Employers' Agent* to achieve this end.



C1.2 Contract Data

Part two - Data provided by the *Consultant*

The tendering consultant is advised to read both the NEC3 Professional Services Contract (April 2013) and the relevant parts of its Guidance Notes (PSC3-GN) in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on pages 151 to 159 of the PSC3 Guidance Notes.

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

Clause	Statement	Data
10.1	The <i>Consultant</i> is (Name): Address Tel No. Fax No.	
22.1	The <i>Consultant's</i> key persons are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job Responsibilities: Qualifications: Experience:	
Info.		CV's (and further <i>key persons</i> data including CVs) are appended to Tender Schedule entitled.....
11.2(3)	The <i>completion date</i> for the whole of the <i>services</i> is	
11.2(10)	The following matters will be included in the Risk Register	
11.2(13)	The <i>staff rates</i> are:	name/designation rate



31.1	The programme identified in the Contract Data is		
50.3	The <i>expenses</i> stated by the <i>Consultant</i> are	item	amount
<hr/>			
A	Priced contract with activity schedule		
11.2(14)	The <i>activity schedule</i> is in		
11.2(18)	The tendered total of the Prices is	(in figures)
		(in words), excluding VAT



PART C2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option A	3
C2.2	Activity Schedule	7

C2.1 Pricing instructions: Option A

1.1 The *conditions of contract*

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

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

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

1.3 Measurement and Payment

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



C2.2 Activity Schedule

<u>Item No</u>	<u>Activity Description</u>	<u>Amount</u>
	<u>SECTION SUMMARY</u>	
1.	ACTIVITY SCHEDULE NO. 1 SECTION NO. 1: PRELIMINARIES & GENERAL	
2.	ACTIVITY SCHEDULE NO. 2 SECTION NO. 2: MAPPING ANDSERVICE DETECTION	
3.	ACTIVITY SCHEDULE NO. 3 SECTION NO. 3: TOPOGRAPHICAL SURVEY	
	Grand Total = (Items 1+2+3)	

<u>ItemNo</u>	<u>Payment Ref.</u>	<u>Activity Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
		<p><u>SECTION NO. 1: PRELIMINARIES & GENERAL</u></p> <p><u>ACTIVITY SCHEDULE NO. 1</u></p> <p><u>PRELIMINARIES</u></p> <p>The agreement applicable to this contract is the "NEC 3 Professional Service Contract June 2005" (with amendments April 2013)</p> <p>Tenderers are referred to the Payment Clause (Clause 5) of the "NEC 3 Professional Service Contract June 2005" (with amendments April 2013)</p> <p><u>SCHEDULED FIXED- CHARGE AND VALUE RELATED ITEMS</u></p>				
1.1						
1.1.1		Contractual requirements	Sum	1		
		Establishment of facilities for the contractor				
1.1.2		Offices and storage sheds	Sum	1		
1.1.3		Tools and equipment	Sum	1		
1.1.4		De-establishment	Sum	1		

<u>ItemNo</u>	<u>Payment Ref.</u>	<u>Activity Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
1.2		<u>SCHEDULED TIME RELATED ITEMS</u>				
1.2.1		Compliance with Occupational Health and Safety, Environmental Management, Quality assurance specifications and Document control requirements	Sum	1		
1.2.2		Supervision for the duration of the contract				
1.2.2.1		Week 1	Sum	1		
1.2.2.2		Week 2	Sum	1		
1.2.2.3		Week 3	Sum	1		
1.2.2.4		Week 4	Sum	1		
1.2.2.5		Week 5	Sum	1		
1.2.2.6		Week 6	Sum	1		
1.2.2.7		Week 7	Sum	1		
1.2.2.8		Week 8	Sum	1		
1.2.2.9		Week 9	Sum	1		
1.2.2.10		Week 10	Sum	1		
1.2.2.11		Week 11	Sum	1		
1.2.2.12		Week 12	Sum	1		
		Total carried to section summary				

<u>ItemNo</u>	<u>Payment Ref.</u>	<u>Activity Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
		SECTION NO. 2: MAPPING AND SERVICE DETECTION				
		ACTIVITY SCHEDULE NO. 2				
2.1		Ground Penetrating radar (GPR) Scan, including set-up and move equipment				
2.1.1		- Sheet Pile Wall area (1 Hectare)	Sum	1		
2.1.2		Back of Quay Area (1 Hectare)	Sum	1		
2.1.3		Buildings and Roads (1 Hectare)	Sum	1		
2.2		Pavement test pitting				
		- Excavation of exploratory tests pits with a dimension of 1.m x 1m x 1.5m deep. Including rehabilitation of excavated area to its original state.				
2.2.1		Pit 1	Sum	1		
2.2.2		Pit 2	Sum	1		
2.2.3		Pit 3	Sum	1		
2.2.4		Pit 4	Sum	1		
2.2.5		Pit 5	Sum	1		
2.2.6		Pit 6	Sum	1		
2.2.7		Pit 7	Sum	1		
2.2.8		Pit 8	Sum	1		
2.2.9		Pit 9	Sum	1		
2.2.10		Pit 10	Sum	1		
2.2.11		Pit 11	Sum	1		
2.2.12		Pit 12	Sum	1		
		Total carried to section summary				

<u>ItemNo</u>	<u>Payment Ref.</u>	<u>Activity Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
2.2.13		Pit 13	Sum	1		
2.2.14		Pit 14	Sum	1		
2.2.15		Pit 15	Sum	1		
3.1		Processing of GPR Scan				
3.1.1		- Sheet Pile Wall area	Sum	1		
3.1.2		Back of Quay Area	Sum	1		
3.1.3		Buildings and Roads	Sum	1		
4.1		Reporting				
4.1.1		- Survey Report	Sum	1		
4.1.2		AutoCAD and MicroStation drawings	Sum	1		
5.1		Traffic				
5.1.1		Accommodation of traffic	Sum	1		
		Total carried to section summary				

<u>ItemNo</u>	<u>Payment Ref.</u>	<u>Activity Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
		SECTION NO. 3: TOPOGRAPHICAL SURVEY				
		ACTIVITY SCHEDULE NO. 3				
		Fieldwork				
3.1		Survey of structures, services, buildings, roads, railway lines, electrical cables and markers, storm water drains, rock outcrops, culverts, fences and gates within the area indicated				
3.1.1		Sheet Pile Wall area (1 Hectare)	Sum	1		
3.1.2		Back of Quay Area (1 Hectare)	Sum	1		
3.1.3		Buildings and Roads (1 Hectare)	Sum	1		
3.2		Establishment of control points				
		Control points to be 600 mm long Y-standard driven into the ground leaving at least 20mm protruding, which must be encased in concrete of at least Φ 200mm and 100mm deep with a rust proof metal tag set into the concrete indicating its number.				
3.2.1		Control point 1	Sum	1		
3.2.2		Control point 2	Sum	1		
3.2.3		Control point 3	Sum	1		
3.2.4		Control point 4	Sum	1		
3.2.5		Control point 5	Sum	1		
3.2.6		Control point 6	Sum	1		
3.2.7		Control point 7	Sum	1		
3.2.8		Control point 8	Sum	1		
3.2.9		Control point 9	Sum	1		
3.2.10		Control point 10	Sum	1		
3.2.11		Control point 11	Sum	1		
3.2.12		Control point 12	Sum	1		
3.2.13		Control point 13	Sum	1		

3.2.14		Control point 14	Sum	1		
3.2.15		Control point 15	Sum	1		
3.3		Reporting				
3.3.1		Supply of all survey information in a magnetic medium in a format assessable by Microstation(dgn) and AutoCAD(dwg)	Sum	1		
		Total carried to section summary				

PART C3: SCOPE OF SERVICES (PROVISION OF ENGINEERING SURVEY SERVICES, DETECTION AND MAPPING OF UNDERGROUND SERVICES)

Document reference	Title	No. of pages
C3.1	Cover pages, Contents and Glossary Scope of Works for Topographical Survey, Detection and Mapping Underground Services	7 34
	Total number of pages	47

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Interpretation and terminology

The definitions listed below apply to this document.

Abbreviations	Definition
ABSM	Algoa Bay Sailing Marina
ASCII	American Standard Code For Information Interchange
BBBEE	Broad Based Black Economic Empowerment
BOQ	Bill of Quantity
CAD	Computer Aided Design
CCTV	Close-Circuit Television
CEMP	Construction Environmental Management Plan
CIF	Cost, Insurance and Freight (Shipping)
CV	Curriculum Vitae
DEA	Department of Environmental Affairs
DGN	Microstation Design File (file format/extension)
DTM	Digital Terrain Model
DWA	Department of Water Affairs
DWG	AutoCAD Design File (file format/extension)
DXF	Drawing Interchange Format (AutoCAD)
ECC	Engineering and Construction Contract
EDQP	Engineering and Design Quality Plan
EMP	Environmental Management Plan
FBS	Facility Breakdown Structure
HAZOP	Hazard And Operability Study
H&S	Health And Safety
ICT	Information And Communications Technology
ISO	International Standards Organization
ISP	Information Security Policy
LANDXML	Extensible Mark-up Language
MSL	Mean Sea Level
NCR	Non-Conformance Report
NEC3	New Engineering Contract
NEMA	National Environmental Management Act
NHRA	National Heritage Resources Act

Abbreviations	Definition
OHS	Occupational Health And Safety
OTR	Owner's Team Representative
PE	Port Elizabeth
PEP	Project Execution Plan
PES	Project Environmental Specifications
PFMA	Public Finance Management Act
PLP	Project Lifecycle Process
PPE	Personal Protective Equipment
PPM	Procurement Procedures Manual
QA	Quality Assurance
QC	Quality Control
QCP	Quality Control Procedure
RACI	Responsibility, Approval, Consulted And Informed
RAITC	Risk Adjusted Indicative Total Cost
SAGC	South African Geomatics Council
SANS	South African National Standards
SES	Standard Environmental Specification
SHEQ	Safety, Health, Environment and Quality (Management System)
SOW	Scope of Works
TLB	Tractor-loader-backhoe
TMH	Technical Methods for Highways
TNPA	Transnet National Port Authority
TOT	Civil Designer Design File (file format/extension)
TPT	Transnet Port Terminals
VAT	Value Added Tax
WBS	Work Breakdown Structure
WGS	World Geodetic System

Wherever the following words or phrases are used in the listed or referenced documentation, they reinterpreted in this *Contract* as follows:

Word or phrase	Interpretation
'Transnet SOC Limited' in the context of: owner, occupier or user of the new asset; insurer of the <i>Services</i> ; paymaster (i.e. Transnet shall pay); a	the <i>Employer</i>

party to the contract.	
'Transnet SOC Limited' in the context of: a duty or procedure to be performed in the administration of the contract	the <i>Employer's Agent</i> as determined by the conditions of contract
'TFR', 'TRE', 'TNPA' or 'TPT' in the context as operator and owner, occupier or user of the new asset	the <i>Employer</i>
'main specification' as referred to in the <i>Employer's</i> standard specifications	This Scope of Services
accepted by (or to the satisfaction of) the <i>Employer's Agent</i> , Engineer or the Architect	accepted by the <i>Employer's Agent</i>
a duty, procedure, decision or action of the Engineer or the Architect and or the Superintendent, client representative, Site Supervisor	an action of the <i>Employer's Agent</i> depending on the context. Clause X10 of the Secondary Clauses determines what the actions of each are.

C3.1: THE SCOPE

All *Works* are to comply with:

- Safety Arrangements and Procedural Compliance with the Occupational Health and Safety Act (Act 85 of 1993).
- All relevant Transnet policies.

1 *Employers Objectives*

The objective of the *Employer* is to procure services of a topographical & engineering survey *Consultant* for the purpose of obtaining detailed survey data, in order to provide information for the design of various services for the rehabilitation of the Old Tug Jetty sheet pile at the Port Elizabeth.

Summary scope of services shall include the following:

- Site Establishment and mobilisation.
- Fulfil compliance requirements for client management conditions. This includes: health and safety, quality management, risk management, environmental management, monthly reporting, cost and schedule management and interface management.
- Complete topographical survey as per the survey drawing location provided in the appendices of this SOW.
- Provide for and establish survey control points and network, both permanent and temporary, fixing them to WGS84 System.
- Processing and analysis of survey data, preparation and issue of deliverables as specified in the scope of work. This must include a survey report detailing the implementation process and findings relating to the analysis and preparation of the deliverables.
- Identification & Classification of all the existing underground services within the boundary of the site.
- Provision of orientation (route, depth and junction positions) of the underground services.
- Provision of a survey report documenting all underground services identified & their details.
- Provision of complete AutoCAD, PDF and MicroStation drawings.
- Provision of an Excel and/or CSV file showing a complete list of points used and their positions (i.e. X, Y, Z coordinates – and lengths where applicable); as per final AutoCAD, PDF and MicroStation drawings.
- List of all acronyms and abbreviations that will be used.
- Demobilisation of resources and equipment from site.
- Close out of all survey related activities; complete with full handover of all deliverables in electronic format (2x CDs), and contractually related activities.

2 *Executive Overview*

The Old Tug Jetty sheet pile wall at the Port of Port Elizabeth was constructed in the mid-1970s using steel sheet pile sections, dead man anchors as well as a concrete capping beam. The steel piles have corroded significantly with holes visible in the tidal zone. These holes have caused the backfilling material to leach which resulted in the subsidence of the back of quay area.

The back of quay area can be divided into two sections based on operations. The northern side is used for the berthing of fishing boats and trawlers, with the back of quay area used for the transshipment of

cargo and supplies. The southern side is used for the staging of boats for maintenance and repair. These sections are indicated in Figure 2.1 below.



Figure 2.1: Aerial view of the Old tug Jetty sheet pile

Based on the outcome of the Pre-feasibility study, which was aimed at determining the most suitable solution to rehabilitate the Old Tug Jetty sheet pile wall in order to mitigate the risks associated with its current condition, the following was concluded:

- The current deterioration of the sheet pile wall is ongoing and will get progressively worse;
- Given the advanced state of deterioration the ability of the structure to fulfil its functional requirements is uncertain;
- The progressive weakening of the steel sheet piles due to corrosion could result in a sudden failure if the holes in the piles grow unchecked;
- Doing nothing would eventually result in the abandoning or condemning of the quay due to safety concerns;
- The option of cladding the existing wall to rehabilitate it is fatally flawed since steel deterioration will continue resulting in uncertainty regarding the remaining service life; therefore
- Replacement is the only practical solution that would provide certainty with regards to the future life span of the facility.

3 Extents of the Scope of Works

The survey site boundary area and setting out points are provided in Annexure A (See drawing 1128602-1004-C-LA-0002). This area consists of the following sections:

3.1 Sheet Pile Wall

The rehabilitation will take place on the sheet pile wall indicated on Figure 3.1. During construction the operation downtime of the quay and boat repair facility should be minimised and there should be

no disruptions to the port operations. This should also be adhered to when conducting the survey and the detection of services.



Figure 3.1: Aerial view of the sheet pile wall

3.2 Back of Quay Area

The new structure should integrate with the existing structure and services. The survey conducted on this area is to ensure that all services are accurately captured. This area is adjacent to the sheet pile wall indicated in Figure 3.1 above.

3.3 Buildings and Roads

The buildings situated on this section of the port are leased to Algoa Bay Sailing Marina (ABSM) for the maintenance of the floating walkways in the marina as well as Eyethu Fishing Company who have the sole use of the berthing space and back up area. Figure 3.2 indicates these sections. The services on this section are also required to be surveyed in order to tie into the new services to be designed for on the quay side.



Figure 3.2: Buildings and roads around the sheet pile wall

4 Preliminary and General

4.1 Location and Access

The Old Tug Jetty sheet pile area is located within the Port of Port Elizabeth, Eastern Cape, South Africa. This is an operational area and thus temporary permits will be provided by TNPA. The *Consultant* is required to be escorted to site by a TNPA representative.

4.2 Site Conditions

Should there be a need to do excavation work for the exploratory pits, the site shall at all times be sufficiently cordoned off and kept in a neat condition. The *Consultant* will be responsible to rehabilitate the excavation area to its original state once the work is completed. An Excavation Permit is required prior to work taking place.

4.3 Working in the Port

The fullest collaboration between the appointed *Consultant*, the Technical Supervisor of the facility, Port Security and the Project Engineer is essential with regard to the working of the port. The site will be in operation during the investigation, therefore there may be obstacles that may obstruct the *Consultant*. The TNPA Technical Supervisor will, to the best of their ability, assist in moving obstacles for the investigation.

5 Scope for Topographical Survey

5.1 Description of the Services

The purpose of this survey is to establish permanent survey control points and to represent the original ground line accurately and to produce a comprehensive and detailed engineering survey from which an accurate horizontal and vertical alignment can be derived for design purposes. The final DTM will also be used to accurately quantify volumes and gradients during construction. The scope of services to be provided by the *Consultant* for the establishment of facilities, the completion of the survey, the processing and issue of the data and report.

The summary scope of services includes the following:

The *Services* covers the general survey of the site and any other work arising out of or incidental from the *Services* or required of the *Consultant* for proper completion of the work in accordance with the true meaning and intent of the contract document and includes the following:

- a) The survey of structures, services, buildings, roads, railway lines, electrical cables and markers, storm water drains, rock outcrops, culverts, fences and gates within the area indicated in subheading 5 below.
- b) Establish permanent and temporary benchmark positions.
- c) Provision of all survey information should be supplied on a magnetic medium in a format assessable by Microstation (dgn) and AutoCAD (dwg).
- d) Survey work which could be expected of a qualified surveyor that is professionally registered with SAGC.

5.2 Features to Survey

The full extents of the survey area include the Old Tug Jetty, the sheet pile wall, the back of quay area as well as the buildings and roads surrounding this area. The survey area is indicated on the *Employer's* drawings in Annexure A. The survey must include, but not be limited to, the following features:

- Stormwater, sewerage and portable water
 - Routing of potable water line below ground and above ground – invert levels, diameters and material.
 - Routing of potable water line on the quay area as well as the buildings within the surveyed area.
 - The connection of pipes and channels entering into buildings/vicinity of building including pipes along walls and ceiling – position, invert levels, diameters, material, and soffit levels
 - Manholes – both cover and invert levels and recording the type of manhole. Invert levels shall clearly be marked for both pipe invert levels and manhole invert level
 - Levels of catch pits, grid inlets and pavements
 - Canal and culverts, also recording the size of opening, length, and invert levels and top level
 - Drainage channels– record the size, length, depth, invert levels, height of head walls, and type of channel
 - Valves, water meters and water taps and any related items

- Fire reticulation
 - Routing of fire reticulation below ground and above ground – invert levels, diameters and material
 - Fire hydrant that are mounted – connection to fire reticulation line, diameter and materials
 - Fire hydrant countersunk in ground – connection to fire reticulation line, diameter and materials
 - Position of fire hydrants, hose reels, extinguishers and fire signage.

- Telephones, power lines and electrification
 - Position of high mast light poles
 - Routing of electrical cables for high mast light poles
 - Manholes – both cover and invert levels and recording the type of manhole
 - Telephone poles and routes
 - Power poles and routes
 - Network cable routes
 - Transmission lines
 - Location and position of existing CCTV cameras
 - Surface cables and cable markers, also recording the markings / numbering on it
 - Yard area lighting and street lights
 - Transformers and substations

- Building
 - Building footprint including the edges of building and platform
 - Bridge structures– bridge soffit and surface levels on each floor, lengths, widths and span lengths shall be surveyed and reflected on the plans
 - Ramp structures–ramp surface levels, kerb levels, grades, lengths, widths and span lengths shall be surveyed and reflected on the plans
 - Parking layout including road markings, signage, columns, shear walls, walls, fire escapes, staircases, security, entrances, security kiosk gates, pedestrian sidewalks, etc.

- Roads
 - The full road reserve width of existing roadways and all existing access roads
 - An additional 10m length beyond the theoretical start and end points along the road being surveyed must be included in the work
 - All portions of the road and existing access roads DTM in the format of cross sections at intervals not exceeding 20m on straights or where the radius is greater than 1000m. The interval spacing must be reduced to 10m on curves with radii less than 1000m
 - Footpaths and roads, showing kerbs, gutters, catch pits, type of road surface, width of premix and concrete surfaces with the relevant invert levels clearly
 - Gates and access control positions
 - Existing road signs and marking, lane markings (start and end points of barrier lines) and other road markings (including digital photographs for each)
 - Formation – levels at top and bottom, and width of cuts and fills
 - Erosion protection, and kerb inlet lengths and grid inlet sizes

- Embankments and other features
 - Levels at bottom and top edge of the rock cutting and embankments
 - Fencing, stating the type of fence. All properties and/or buildings with direct access to the roads should be surveyed to the gates and/or existing floor levels
 - Eroded areas, gullies and streams
 - General street furniture and trees or planted areas

5.3 Cadastral Information

Cadastral information from the Surveyor General's (SG) office must be obtained and converted to relevant survey system (WGS84) and superimposed in separate layers (i.e. line work on a separate layer from boundary points) on digital terrain and plotted drawings. The requirements of COTO TMH11, Chapter 6 shall be applied for compiling these cadastral plans.

No scanned digital information will be allowed. Cadastral diagrams and compilations must be submitted. Cadastral boundaries of all traversed and adjacent properties shall be shown. Copies of SG diagrams are to be provided with co-ordinate list of WGS84. All servitude information shall be made available.

The services required entails the following:

- a) Establishing of permanent and temporary controls points and fixing them to WGS84 system.
- b) The site surveys and plans to be in accordance with the COTO: Standard Survey Guidelines: TMH 11.
- c) Develop and deliver digital terrain modelling (DTM) within the reserves, or respective areas, in terms of TMH 11 to be able to generate accurate cross-sections.
- d) Develop and submit detail contour survey with a contour interval of 0.5m (and not 1.0m vertical interval as specified in TMH11). Rail levels and ballast must not be considered when generating ground contours.
- e) All drawings to include for all visible services, structures, drainage structures detail including their positions, height of head walls, invert levels and dimensions and cross-sections along the railway or road reserve.
- f) Bridge lengths, widths and span lengths shall be surveyed and reflected on the plans. All drainage structures, manholes, bridges (also bridge names), low-level structures, culvert lengths, sizes, invert levels for inlets and outlets (including digital photographs of each), wing walls and erosion protection, kerb inlet lengths and grid inlet sizes.
- g) Develop and deliver DXF/DWG/DGN data indicating all features, contours and selected spot shots shall be submitted.
- h) The provision of survey records in terms of TMH11.

5.4 Constraints on how the *Consultant* Provides the *Services*

5.4.1 Format of Information to be Provided

- a) The survey information shall be supplied in a digital format (assessable on Microstation and AutoCAD). All drawings provided must comply with TNPA CAD Standards (ENG-STD-0001) as provided in the appendices of this document. The layers used in these CAD standards will be supplied by the *Employer*. No scanned digital information will be allowed.
- b) The DTM data shall be in an ASCII, LANDXML and TOT format, supplied on a virus free compact disc and readable by the software programme CIVIL DESIGNER & BENTLEY POWER RAIL TRACK. In addition, the *Consultant* will provide a 3D triangulated surface in AutoCAD and Microstation format.
- c) All annotations on the plan shall be in English.
- d) The plan shall be orientated with north at the top of the drawing.

- e) **Levels** shall be displayed with a point as the **decimal point** and this point shall be placed at the centre of the level and must **correspond with the survey shot**. All levels shall be in accordance with ENG-STD-0001.
- f) **Levels** shall be indicated with **4 digits before the decimal point and 2 digits** after the decimal point, with lettering not less than 2.5mm high, in Arial font. The level shall be one text line.
- g) To prevent cluttering of the as-is drawings, when plotting these levels the *Consultant* shall ensure that they are spaced not closer than **1mm apart (at a 1:500 scale)**, and that the numerals indicating the levels do not **overlap**.
- h) Levels and descriptions of the level shall be on separate CAD layers.
- i) Contours generated from the survey must accurately reflect the ground levels. The height intervals shall depend on site conditions and on the scale of the drawing. Where practical 0,5m contours shall be shown, but the space between plotted contours on the plan shall not be less than 5mm. Rail levels must not be considered when generating ground contours.
- j) When defining the various points surveyed, the standard symbols to be used on the as-is drawings are indicated on the 6 sheets in Annexure B.
- k) The way in which, as well as which geometric points of, turnouts (sets of points and crossings) are to be drawn on the as-is drawings, is indicated in Annexure B.
- l) Co-ordinates system and datum level
 - All co-ordinates shall be based upon the relevant WGS system (WGS84).
 - The datum for levels shall be MSL.
- m) Information to be recorded
 - The *Consultant* shall record all local topography on a grid of not more than 20m x 20m.
 - Spot heights shall indicate the crests of hills and bottom of valleys and depressions. Sufficient spot heights need to be provided to indicate ground variations, which cannot be adequately expressed by contour lines. Storm water trenches, streams and berms need to be located and shown clearly.
 - Rail survey shots to be recorded on a separate layer and to be positioned on the centre line of the track at the exact position the shot was taken.
 - Cadastral boundaries of all traversed and adjacent properties shall be shown. All servitude information shall be made available.
 - Control points must be recorded on a separate layer on the drawing.
- p) The width of the survey will extend as per the site location drawings indicated in the appendices of this SOW.

5.4.2 Control Points

- a) The *Consultant* shall make use of new **control points** and pick up all **existing** control points if any.
- b) The *Consultant* shall provide a list showing the co-ordinates and elevation of each control point and survey station
- c) The new control points shall be inter-visible and not more than 200m apart.

- d) Control points shall be located in such a position as to minimise the likelihood of disturbance or damage
- e) The *Consultant* and the *Employer's Agent* shall agree on the minimum envisaged number of control points required for the survey.
- f) The control points shall be 600 mm long Y-standard driven into the ground leaving at least 20mm protruding, which must be encased in concrete of at least $\Phi 200$ mm and 100mm deep, or any other method which will protect these points permanently, as agreed between the *Consultant* and the *Employers Agent*.
- g) A list of Trigonometric Beacons, control points and reference beacons used should be supplied with the plotted plans. These will include all the priority sites as mentioned above, the list should include name, coordinates and levels (where applicable).
- h) Each control point shall be provided with a rust proof metal tag set into the concrete indicating its number.
- i) Each control point shall have its own **photograph accompanied** with the survey.
- j) Control points/permanent reference beacons shall consist of 20mm iron pegs set firmly in concrete with stamped metal nameplate with reference and level, in accordance with TMH11. The *Consultant* can suggest an alternative control point and submit to the *Employer* for acceptance.

5.4.3 Accurate Measurements Tolerances

- a) The accuracy of the contours generated from Civil Designer (software program to be used) must be such that upon comparison with the results of a selective check survey, the surveyed elevations of at least 90% of the points checked do not differ from their elevation as interpolated from the contours by more than half of the contour interval, and not more than 1% differ by more than the contour interval. The check shots shall be placed at random and shall be sufficient in number for the size of the area being surveyed.
- b) Spot heights shall be accurate to ± 20 mm.
- c) Centre line of track/road position shall be accurate to ± 50 mm and rail levels to ± 10 mm.
- d) Invert levels of culverts and manholes shall be accurate to ± 10 mm.

5.4.4 Integrity of Results

- a) The *Consultant* shall ensure, by means of field checks or other independent confirmations, that the task complies with the specified standards and shall furnish proof, if required by the *Employers Agent*, that drawings depict details correctly.
- b) The *Employers Agent* will scrutinise and check the fieldwork, calculations, drawings, and records to such an extent as he may deem necessary in order to satisfy himself that the terms of the contract and specification are met and complied with.

5.4.5 Deliverables

- a) DTM Survey:

Survey data shall be submitted on a CD as a "CIVIL DESIGNER format" & "BENTLEY POWER RAIL TRACK format" or equivalent file that can be used in "CIVIL DESIGNER" & "BENTLEY POWER RAIL

TRACK" and must include all break lines, survey points, triangles and contours. Break Line Text File with associated Pen Codes to be provided.

Triangulation of break lines must create the actual representation of the topography of the land when longitudinal sections and cross sections are extracted.

The DTM must be in a LANDXML format that is triangulated. The triangulations must be in 3D and in a DWG/ DGN format or equivalent.

The surface features and contours must be in 3D polylines in DWG/DGN format.

5.4.6 Survey Mapping:

- a) Survey mapping shall be provided in the form of hard copies to a scale of 1:500 as well as a magnetic medium in a format assessable by Microstation and AutoCAD (.dwg and/or .dxf format) on a CD.
- b) Tabulation of survey data in Excel and ASCII format.
- c) A list of the permanent / temporary survey beacons (benchmarks) used for undertaking the services. This list must also be indicated on the Drawing.
- d) A list showing all descriptions of survey codes used.
- e) Photographs of the site in general must be provided in a digital format.
- f) A walk-through digital video recording of the site in general must be provided.

5.4.7 Mapping Presentation

The requirements for the mapping shall comply with COTO TMH11. All breakpoints (top slope, invert level of streams, etc.) shall be less than 10m intervals with the density of random points to fill in the gaps determined on a 10m grid. All points shall be labelled. A detailed contour map at 1:1 000 scale of the identified area with a contour interval of 0.5m (and not 1.0m vertical intervals as specified by TMH11) is to be provided.

All features are to be identified by text notes. Cadastral boundaries are to be shown together with the farm names and SG numbers. Features such as fences, overhead lines and road stream edges are to be indicated with continuous lines. The WGS84 grid together with values shall be clearly shown.

5.4.8 Technical Requirements

The survey will be done in accordance with TMH11 as amended in 2013. The survey shall be based on WGS84 system.

5.4.9 Clarification Meeting

The appointed *Consultant* must be available for a clarification meeting either at the office or on site after the contract is awarded. The surveyor and the draft person must be available for this meeting.

6 Scope for Detection and Mapping of Underground Services

6.1 Survey Outcomes

6.1.1 Underground Service Identification

All underground services including manholes within the site boundaries are to be identified by type. The following classification groups may be used:

- Electrical HT & LT
- Telecommunications
- Water (Potable and/or Fire)
- Sewage
- Stormwater
- Other/unknown

Annexure A contains the latest Port Master Plan for PoPE. There is a possibility that some services may not be updated on this plan. It is therefore the responsibility of the *Consultant* to ensure that the underground service detection is carried out to the best of the *Consultant's* capability.

6.1.2 Underground Service Orientation

The survey must identify the route of each service within the boundary of the site. GPS coordinates according to the WGS84 South African Datum (Hartebeesthoek 94) are to be provided, mapping the route of each service identified. The spacing of the coordinates is to be taken in 2m intervals and at any junction point. All junctions are to be determined such that a direction change in the service is clear. The average depth of the service is to be obtained in relation to the land levelling datum (MSL) & ground level in the area, with any critical variations in-depth to be identified and documented.

The acceptable tolerance for the position is 0.3m (GPS Coordinate) and the depth is 0.1m.

There are no copies of the archived existing service drawings available. Therefore, it is the responsibility of the *Consultant* to determine the position of all the existing services.

6.1.3 Survey Report

A survey report is to be provided documenting the survey methodology, underground services identified, and the position and depths. A section in the report should also address findings such as:

- Areas of concern (i.e. under depth services)
- Limitations and Constraints

6.1.4 Survey Drawing

A complete set of AutoCAD, PDF and MicroStation drawings are to be provided indicating all underground services within the boundary of the site. The drawing must have all services labelled and colour coded as per a legend.

1:1000 scale AutoCAD and MicroStation drawings (in model space) showing all significant features including levels in the form of heights.

LINE DESCRIPTION	LINE APPEARANCE
1. Electrical power line	— F — F —
2. Electrical power cable	— G — G —
3. Stormwater pipe	— R — R —
4. Sewerage pipe	— S — S —
5. Telephone line	— T — T —
6. Water pipe	— W — W —
7. Fence line and gate	1.8 m — x — x — 

Figure 6.2 Non-Standard Lines (Optional)

6.1.5 Services

Positions and sizes (with descriptions - where applicable) for all services/utilities are important and must be clearly indicated on the drawings.

6.1.6 6.1.5.1 Water (Potable or Fire) system

The position of the water system must be shown, and the following information is to be included:

- Pipelines, pipe sizes, type of pipes (where applicable), valves, meters, boreholes and tanks (including capacities where applicable). Flow directions must be shown.

6.1.7 6.1.5.2 Sewage networks

The layout of the sewage network must be shown, and the following information is to be included:

- Pipelines, pipe sizes, type of pipes (where applicable), manholes, rodding eyes, septic tanks (including capacities - where applicable), drains (including volumes - where applicable) and pumps (where applicable). Invert levels for all manholes as well as positions and levels of the benchmark must be shown.

6.1.8 6.1.5.3 Telecommunications lines

Positions for underground telecommunications must be indicated.

6.1.9 6.1.5.4 Stormwater system

The layout of the stormwater system, culverts and sizes as well as inlet and outlet structures must be shown. Invert levels of all structures, as well as position and level of the benchmark, must also be given.

6.1.10 6.1.5.6 Firefighting equipment

Pump installations, tanks (and capacities – where applicable), fire hydrants, valves, meters, fire extinguishers and fire hose reels may be included.

The site boundary is indicated in Annexure A. This full extent of the site covers the sheet pile wall, the Old Tug jetty, back of quay area as well as the area surrounding the buildings adjacent to the sheet pile wall. This is sufficient to detect services on the sheet pile wall itself as well as all the services that will be tied into. The exact setting out coordinates are also provided in Annexure A.

6.2 Service Detection Methodology

The *Consultant* is requested to submit a **Proposed Methodology** in order to attain the required scope and outcomes identified in Sections 6.1 and 6.2 of these documents. The Proposed methodology should comply with the following:

- The requirements are listed in Sections 6.1 and 6.2.
- The methodology should aim to be non-invasive/destructive (i.e.: Ground Penetrating radar) or mitigate invasiveness (minimize excavation) in the identification of the services. If an invasive method is unavoidable, the *Consultant* will be responsible to rehabilitate the affected area to its original state once the work is completed. A provision has been made in the bill of quantities for the excavation of 1m x 1m x 1.5m for a total of 15 exploratory pits and corresponding surface rehabilitation. If the appointed *Consultant* acquires sufficient information by the non-invasive method, this item will be discarded. The *Consultant* will be responsible for the repairs and the costs incurred in effecting such repairs to any damage caused to Transnet's property or others" property by the *Consultant's* staff during the excavation.
- The duration of the investigation & submission of the final report & drawings is to be a maximum of **60 working days**. An increase in the duration can be considered if properly demonstrated in the proposal.
- A 10% contingency should be included over the *Consultant's* 's price.
- The tender methodology will be assessed based on its compliance with the specifications, defined accuracy and quality of information that can be provided.

All inadequacies & limitations of the proposed methodology & equipment must be identified in the method statement in order to ensure that the output is of sufficient quality to meet the required specification. Allowance has been made to assess a methodology that may just fall short of addressing the outcomes in clause 6.1 if properly indicated in the proposal.

7 Safety and Convenience of Traffic and Pedestrians

The *Consultant* shall so arrange his operation that no danger and the least possible inconvenience are caused to the public and to vehicle and pedestrian traffic. For this purpose he shall, inter alia, provide and maintain sufficient road signs, lights, barricades and guarding as may be necessary or required by the Old Tug Jetty sheet pile area.

The *Consultant* hereby specifically indemnifies the Old Tug Jetty against any claims, demands, damage and legal costs that may arise in this regard.

The *Consultant* shall make arrangements and obtain the requisite wayleaves to work within the road reserve of a public main road from the relevant traffic and road transportation branch authority, the cost of which shall be deemed to be covered by the rates and sums tendered.

8 Damage to Property

The *Consultant* shall not cut, remove or otherwise damage property, which shall include vegetation without first having had the approval of the client (TNPA management). Any vegetation so cut shall be removed from the site at the expense of the *Consultant*.

9 Previous Experience

Consultants are required to demonstrate their experience in the implementation of similar works, and to this end shall supply a sufficiently detailed reference list.

10 Evaluation Criteria

Table 10-1 Evaluation Criteria

Criteria	Weight
Programme	10%
Health & Safety	15%
Method Statement	25%
Management and CVs of Key Personnel	30%
Previous Experience	20%

11 List of Drawings, Figures, Photos & Diagrams

The list of drawings in the table below are found in Annexure A:

Table 11-1: Employer's Drawings

Description	Type	Drawing Number
Topographical Survey and Service Detection Layout	Drawing (AutoCAD Format)	1128602-1-004-C-LA-0001-0A
Detailed Survey of Port of PE – Key Plan	Drawing (AutoCAD Format)	N/A

12 Services and other things provided by the *Employer*

The *Employer* will not provide any plant, equipment or material.

13 Management and Start Up

13.1 Management Meetings

It is the *Employer's* specific intention that the Parties and their agents use the techniques of partnering to manage the *Contract* by holding meetings designed to pro-actively and jointly manage the administration of the *Contract* with the objective of minimising the adverse effects of risks and surprises for both Parties.

Depending on the size and complexity of the *Works*, it is probably beneficial for the *Employer* to hold a weekly risk register meeting (Clause 16.2). This could be used to discuss safety, compensation events, *Sub-Contracting*, overall co-ordination and other matters of a general nature. Separate meetings for specialist activities such as programming, engineering and design management, may also be warranted.

Regular meetings of a general nature may be convened and chaired by the *Employer's Agent* or his delegated representative as follows:

Table 9-1: Management meetings

Title and purpose	Approximate time and interval	Location	Attendance by:
Contract kick-off meeting	Once off at the start of the Contract	Site office or as mutually agreed	Employer's Agent (and/or appropriate delegates), Supervisor, Consultant
SHE pre-mobilisation meeting	Once off at the start of the Contract	Site office or as mutually agreed	Employer's Agent (and/or appropriate delegates), Supervisor, Consultant, CSHEO
Overall Contract progress and feedback	Weekly	Site office or as mutually agreed from time to time	Employer, Consultant's representative, Supervisor, Employer's Agent and appropriate personnel
Risk register and compensation events	Weekly	Site office, as agreed by the Employer's Agent or as mutually agreed from time to time	Employer's Agent, Supervisor, Consultant and appropriate key persons
Safety action meetings	Weekly	Site office or as mutually agreed from time to time	CSHEO, CM, Employer's Agent, Consultant's representative, etc. (as appropriate)

Meetings of a specialist nature may be convened as specified elsewhere in this *Works Information* or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the *Works*. Records of these meetings shall be submitted to the *Employer's Agent* by the person convening the meeting within five days of the meeting.

All meetings shall be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register shall not be used for the purpose of confirming actions or instructions under the *Contract* as these shall be done separately by the person identified in the *conditions of Contract* to carry out such actions or instructions.

The *Consultant* will provide suitable facilities for all meetings held on site.

The *Consultant* attends management meetings at the *Employer's Agent's* request as set out in 2.1.2. At these meetings the *Consultant* presents all relevant data including safety, health and environmental issues, progress reports, quality plans, *Sub-Consultant* management reports, as may be required.

13.2 Planning and Programming

After *Contract Award*, the *Consultant* shall be required to submit a fully Integrated Programme for Acceptance, as Project Baseline, by the *Employer's Agent*.

The methodology envisaged in the creation of the programme should take into account, but is not limited to, the following:

- All planning is done based on the (CPM) critical path method. The programme shows the critical path clearly.
- The programme layout takes into account the approved WBS, reflecting the manner the services are to be performed and how to control data are to be summarised, reported and monitored.
- Time analysis:
Manipulation of 'lags', 'overlaps', 'leads', 'relations' or 'dummies' to cause the float to remain constant when updates are performed, is not acceptable.
- Planning networks:
The *Consultant* provides the program logic in network format, together with a total float report for acceptance by the *Employer*. The calendar(s) used is/are based on agreed working hours per day and not exceeding agreed hours per week. Any changes to this are submitted to the *Employer* for acceptance.
- The *Consultant's* program shall include, but not be limited to, the following in compliance with the *Contract* requirements:
 - The days of working per week, shifts per working days and holidays.
 - Where multiple calendars are used, this information shall be provided for each of the calendars, accompanied by a schedule indicating the calendar applicable to each activity.
 - A native document to be submitted which explains the development of the project schedule e.g. Risks, Schedule opportunities, assumptions, etc.

The *Consultant* shall plan and provide both integrated programmes and contractually compliant programmes, including project s-curves throughout the project development and execution.

The software (MS Projects) used in developing the programmes shall be compatible with the Primavera P6 (version 8.2) planning tool. The *Consultant* is required to familiarize them with the detail required at the various stages of the project to ensure timeous and complete reporting.

In compliance with the Project Management and Reporting requirements the *Consultant* shall be required to adhere to the following submittal and reporting requirements during the life of the project:

- Monthly overall project schedule, reflecting the project baseline; current progress, performance and recovery proposals for delayed activities; a 2-week look ahead schedule with forecast plans against future milestones.
- S-curve report.
- Bi-weekly project schedule update, reflecting project baseline of which the *Employer* may request the *Consultant* to issue this report on a weekly basis (depending on the criticality of the project).
- Critical path schedule, showing current project critical path on a monthly and bi-weekly basis.

- Project milestone schedule with major project milestones and *Employer* key dates on bi-weekly and monthly reporting cycles; this should include baseline, actual and forecast dates.

13.3 Contract Management

The form of *Contract* to be administered is NEC (New Engineering Contract) therefore the *Consultant* is to appoint relevant resources with the right qualification to administer the NEC type of *Contract*.

It is the *Employer's* responsibility to set up, facilitate and chair meetings with regards to Project Progress Meetings and to discuss *Employer's Agent's* instruction register, early warnings register, compensation events register, dispute register and risk reduction register. It is both the *Employer's* and *Consultant's* responsibility to give an Early Warning by notifying the other as soon as either becomes aware of a possible risk to the project.

In the event that the *Consultant* sub-contracts the other party in completing portions of the *Work*, the *Consultant* shall retain responsibility and accountability to the *Employer* as if the *Work* shall be done by the *Consultant*. This Contract applies as if a *Sub-Consultant's* employees and equipment were the *Consultant's*. The *Consultant* shall submit the name of each proposed *Sub-Consultant* to the *Employer's Agent* for acceptance prior to appointing the *Sub-Consultant*.

Contract related issues shall be in the form of a letter addressed to the *Employer's* representative (*Employer's Agent*). In the event that there is a *Contract* dispute that cannot be resolved in the meetings, it shall be resolved according to dispute resolution procedure option W1 of the NEC.

Upon *Contract* award, the schedule of *Contract* related meetings shall be agreed by both parties.

13.4 Cost Management

The *Consultant* shall manage and report on all *Contracts* that it manages. The *Consultant* shall provide a cost management service that shall include (but not be limited to) budget allocation, forecasting, estimation to completion, displaying commitments (status and forecasts), actual spending, change, potential change, risk quantification and costing. The entire *Contract* and project information shall provide TNPA with an accurate description of the project costs at any point in time. This information shall be reviewed and incorporated into other project systems/tools to improve upon the accuracy and auditing of reporting.

All cost assessment, evaluation, approvals and rejection shall be countersigned by Transnet employees with the required delegation before being submitted to Finance for processing. In addition, all claims and certificates shall have supporting evidence attached before progressing to Finance.

The *Consultant* manages all costs applicable to this project in conjunction with the *Employer's* inputs. All changes or issues resulting in changes to the price of various *Contracts* (construction *Contracts* and Suppliers purchase orders) managed by the *Consultant* are to be discussed and agreed upon with the *Employer* prior to implementation.

The *Consultant* is responsible for the following:

- Submit a detailed cash flow forecast to the *Employer* within 14 days after the *Contract* award aligned to schedule and procurement activities. This cash flow must be updated and submitted monthly when submitting monthly claims to TNPA.

13.5 Documentation Control

- a) In undertaking the 'Works' (including all incidental services required), the *Consultant* shall conform and adhere to the requirements of the '*Consultant* Documentation Submittal Requirements' Standard included in Annexure A (refer DOC--STD-0001).
- b) The *Consultant* is to ensure that the latest versions of the required application software and a suitable 'IT' Infrastructure are in place to support the electronic transmission of documentation.
- c) The *Consultant* Documentation Schedule (CDS) is as contemplated in DOC-STD-0001 – Rev 03, as contained in Annexure A.
- d) The *Consultant* documentation "Starter kit", as contemplated in DOC-STD-0001 – Rev 03, will be issued at the kick-off meeting following the award.
- e) All contract correspondence is issued through document control. All hardcopy communication will be delivered to the Employer via the Lead Document Controller at the project site office document control department. In the event of urgent communication, electronic communication can be transmitted to victor.mhlakaza@transnet.net
- f) Each supplier of documentation and data to the Project is responsible for ensuring that all documentation and data submitted conforms to the Project Standards and data Quality requirements in terms of numbering, uniqueness, quality, accuracy, format, completeness and currency of information. Data not meeting the Project Standards and data Quality requirements will be cause for rejection and returned to the *Consultant* for corrective action and re-submission.
- g) Should any change be made to documentation or data, which has already been submitted to the Project, then new or revised documentation or data shall be issued to replace the outdated information.
- h) All drawings supplied shall comply with the CAD Standards, i.e. ENG-STD-0001, which are contained in Annexure B.
- i) It is the responsibility of all Project participants undertaking work on the Project to ensure they obtain and comply with the relevant requirements to suit their deliverables and Scope of Work.
- j) The *Consultant* is to ensure that the latest versions of the required application software and a suitable 'IT' Infrastructure are in place to support the electronic transmission of documentation.
- k) Electronic files submitted to the Project shall be clear of known viruses and extraneous "macros". The supplier of documentation is required to have, at all times, the latest generation of virus protection software and up-to-date virus definitions.
- l) The *Consultant* shall be responsible for the supply of all *Sub-Supplier/Consultant / Manufacturer, etc.* documentation and data related to their package of work, and shall ensure that these *Sub-Consultants* have the capability to supply the necessary documentation and data in the required time-frame and quality as outlined in the specified standards prior to awarding sub-orders.
- m) The required number of copies shall as a minimum be three (3) (1x original + 2 x hard copies), with the corresponding PDF and 'Native' file formats upon final submission.
- n) The *Consultant* shall apply "wet signatures" to the original Documentation before scanning the signed original and prior to formal submission to the Project.

- o) Final issues of all documentation shall be supplied to the Project in “wet signature” format along with the associated corresponding electronic ‘native files’ and PDF renditions.

The *Consultant* shall ensure adequate resources are available to manage and execute the Document Control function as per the requirements of the Project.

13.6 Procedure for Submission and Acceptance of *Consultant’s* Documents

The *Consultant’s* documentation shall be issued to the *Employer’s Agent* under cover of the *Consultant’s* Transmittal Note indicating all Contract references (i.e. Project No, Contract No, etc.) as well as the *Consultant’s* Project Document Number, Revision Number, Title and chronological listing of transmitted documentation. Formats of *Consultant* data submitted is dependent on the project procedure and shall be specified by the *Employer’s Agent*, upon the notified request of the *Consultant*.

The *Consultant* shall deliver both hard copies and electronic media copies (CD Rom) to the *Employer’s Agent* either at the address stated within the Contract Data or at the Project site office.

All electronic documentation shall be submitted by the *Consultant* in Adobe Acrobat (.PDF) and native file format.

Acceptance of documentation by the *Employer’s Agent* will in no way relieve the *Consultant* of his responsibility for the correctness of the information, or conformance with his obligation to provide the Works. This obligation rests solely with the *Consultant*.

After review, a copy of the original reviewed/marked-up drawing/document, with the Project Manager’s consolidated comments and document status marked on the *Consultant* Review Label, is scanned and the copy shall be returned to the *Consultant* under cover of the project’s Transmittal Note for revision or re-submittal as instructed.

The *Consultant* shall allow the *Employer’s Agent* 2 weeks (unless otherwise stated and agreed) to review and respond to the *Consultant’s* submission of their documentation, i.e. from time of receipt by the project to the time of despatch.

However, work shall proceed without delay in the event of late return of the documentation by the *Employer’s Agent* with prior notification in writing by the *Consultant*.

On receipt of the reviewed documentation, the *Consultant* shall make any modifications

Requested/marked up and resubmit the revised documentation to the *Employer’s Agent* within 2 weeks. Queries regarding comments/changes should be addressed with the *Employer’s Agent* prior to re-submittal.

Any re-submittals, which have not included the changes/comments identified, will be returned to the *Consultant* to be corrected. The *Consultant* shall re-issue the revised documentation incorporating all comments and other specified details not included in the previous issue within 2 working days of receipt of the marked-up document.

In undertaking the works (including all incidental services required), the *Consultant* shall conform and adhere to the requirements of the *Consultant* Document Submittal Requirements Standard included in Annexure A (Refer DOC-STD 0001 Rev 03).

13.7 As-built Drawings, Operating Manuals and Data Packs

The *Consultant* provides the following:

As-Built/Final Documentation

- In undertaking the works (including all incidental services required), the *Consultant* shall conform and adhere to the requirements of the *Consultant* Document Submittal Requirements Standard included in Annexure A (Refer DOC-STD-0001 Rev 03).
- All As-Built information to be signed off by the *Consultant's* responsible Pr. Eng. /Pr. Tech personnel prior to being issued to TNPA.

Installation, Maintenance and Operating Manuals and Data Books

- The *Consultant* provides manuals in an A4 hard covered, White, grease and waterproof binder, using 2 ring type binders. The manuals are well indexed and user friendly and include a summarized Table of Contents.
- Drawings and charts larger than A4 are folded and those greater than A3 are enclosed in an A4 plastic pocket of adequate strength.
- The *Consultant* submits the draft Table of Contents to the *Employer's Agent* for acceptance prior to the compilation and official submittal of the manuals.
- The originals of all brochures shall be issued to the *Employer's Agent*. When a general brochure is applicable to a range of equipment, then the specific item, catalogue number or model number shall be stated, which is best achieved by introducing a separate index page, which cross-references the specific item to a tag number.
- The address, phone numbers, fax numbers and reference numbers of all *Sub-Consultants* must be provided.
- Where manuals include drawings that still need to be revised to "As-Built" status, and such manuals are required prior to 'As-Built' status, the manual will not be considered to be in its final form until the "As-Built" version of each such drawing has been incorporated.
- The required number of copies of the manual (s) shall be as specified by the *Employer's Agent* and submitted per type or model number of equipment included in the contract, or as specified by the *Employer's Agent*.
- A typical example of what the binder/file (s) shall be marked with on the spine and the front cover is as follows: -

Project Name

Manual Title, e.g. Installation, Maintenance and Operating Manual

FBS No. and Title

Manual Numbering (e.g. Volume 1 of 2, etc.)

Contract Number

Consultant Name

- Unless otherwise stated in the CDS, the required number of copies of all As-Built/Final/Data Packs shall be:
 - 3 x hard copies (Full size)
 - 3 x CD Roms with Adobe Acrobat (.pdf) and "Native" formats.

13.8 Construction Management

The *Consultant* adheres to the Project Health and Safety Specification.

- In addition to his responsibilities under the OHS Act, the *Consultant* is responsible for the following:

- Attending progress meetings as determined by the *Employer's Agent* to monitor and report progress.
- Keeping and updating photographic records.
- *Consultant* to prepare and submit Quality Method Statement for *Employer's Agent's* approval.
- Construction is to be carried out in an approach that will minimize disruption to other port activities.

The *Consultant* keeps daily records of his people engaged on The Site and Working Areas (including *Sub-Consultants*) with access to such daily records available for inspection by the *Employer's Agent* at all reasonable times and should be agreed upon daily with the *Employer's Agent's* delegate or his delegate.

No connection points for electricity, potable water and landline telephones are available on Site. The *Consultant* makes his own arrangements for the connection of such services to his Work Site, for his use when providing the *Works*.

The *Consultant* provides the required security measures on Site and in his Working Areas until Completion.

The *Consultant* shall provide, maintain, move to new positions as required and finally remove, proper portable toilets of sufficient number as indicated in the Project Health and Safety Specification.

The *Consultant* shall provide, maintain, move to new positions as required and finally remove, proper shaded areas on the construction Site for eating areas. This design for this eating area shall be designed and signed off by the *Consultant's* engineer (Pr. Eng. or Pr. Tech).

The *Consultant* ensures toilets are properly constructed and placed in suitable positions and the main *Consultant* maintained in a clean and sanitary working condition until Completion.

No suitable connection to an existing sewerage system is feasible, chemical type toilets or similar must therefore be used throughout.

Use of existing provincial roads shall be limited to an absolute minimum and shall not be used by the *Consultant* as haul roads for Field *Work* purposes.

The *Consultant* shall, on Completion of his *Works*, completely remove from Site all his Equipment, Material, foundations and other structures, erected stores and temporary office accommodation (or any other asset belonging to him) and leave The Site in a tidy condition to the satisfaction of the *Employer's Agent*.

The *Consultant* must thereafter exercise due care to avoid damage or disruption to existing services. (*Consultant* to do an assessment of adjacent properties before starting with the works and submit to TNPA) The *Consultant* shall be liable for all claims arising out of any damage caused by such excavation if the *Consultant* fails to exercise the requisite care and attention in carrying out the excavation.

Work on, over, under or adjacent to railway lines or near high voltage Equipment:

- All *Work* on, over, under or adjacent to railway lines and near high voltage Equipment shall comply with *Employer* specification E7/1.
- The *Consultant* shall not have sole possession of The Site. The *Consultant* shall co-operate with others and common users of The Site in regards to Site occupation and access.

The existing railway lines are to be regarded as operational at all times and the fullest collaboration between the *Consultant* and the *Employer's Agent* is essential with regard to the operations and working of the railway lines.

The *Consultant* shall ensure that all his construction labour and Equipment remains within the fenced-off allocated construction area.

All staff and labour working on the Construction Site must comply with the *Employer's* operational safety requirements and be equipped with all necessary protective clothing, Equipment and high visibility apparel whilst on Site and not within 3m of the railway lines.

Notification must be given to the Central Train Control (CTC) every day before any *Work* commences within 5m of the operational railway lines by adhering to the procedures stipulated in the rules of the route.

Equipment used by the *Consultant* in providing the *Works* shall comply with the General Machinery Regulation 4 of the Occupational Health and Safety Act (Act 85 of 1993) and without prejudice to the aforesaid act, complies with the certification requirements of *Employer's* Code of Practice No. 29. Operators of Equipment shall be in possession of a valid certificate in terms of this Code of Practice.

Facilities provided by the *Consultant* at the Site:

- The *Consultant* is to provide office accommodation, laboratories, storage facilities, vehicles and office Equipment, etc. required to provide the *Works*.

Facilities provided by the *Consultant* off Site:

- No construction labour accommodation shall be allowed within the rail servitude.

Wherever the *Consultant* provides facilities and all items of Equipment, involving, inter alia, offices, laboratories, Materials storage, etc. within the Working Areas, then the *Consultant* makes good and provides full reinstatement to the land (including all apparatus of the *Employer* and Others in, on or under the land) and surrounding areas to its original standard, upon dismantling of such facilities and items of Equipment.

Unless expressly stated as a responsibility of the *Employer*, all residual requirements for the provision of facilities and all items of Equipment necessary for the *Consultant* to provide the *Works* remain the responsibility of the *Consultant*.

The *Consultant* complies with the CEMP, SES and PES in the construction of the *Works*.

Publicity and progress photographs:

- The *Consultant* provides a notice board with specific details such as *Employer* title, responsible person in charge, emergency contact numbers as well approved safety documentation such as risk assessment at each active Working Areas.
- The *Consultant* provides progress photographs at intervals as requested by the *Employer's Agent*.
- The *Consultant* does not advertise the *Contract* or the project to any third party, nor communicate directly with the media (in any jurisdiction) whatsoever without the express written notification and consent of the *Employer's Agent*.

Overview of the processes for obtaining occupations, permits and items of operational impact:

- When *Work* on or near the overhead track Equipment, necessitating the isolation and earthing of the high voltage electrical Equipment and involves the re-timing or cancellation of electric trains, it shall be arranged in advance and as prescribed in the E7/1 specification. In such a case an occupation of the line and a *Work* permit is required effecting the operations of Transnet Freight Rail.
- The *Consultant* is required to submit his formal application for occupations/permits, line-side *Work* or other operational impacts via the *Employer's Agent* (or delegate). There may be no communication between the *Consultant* and Transnet Freight Rail representatives regarding these items.
- Application from the *Consultant* must include all relevant information, including:
 - Date
 - Time
 - Duration
 - Electrical switching details
 - Occupation type
 - Specific limits of *Work*
 - Description of the *Work* to be undertaken
 - *Consultant* to apply for excavation permit (Identification and detection of existing services will be the *Consultant's* responsibility).
- Although the E7/1 specification indicates 21 days as the required notification period, two months prior notification is required to allow Transnet Freight Rail to follow their prescribed internal process. An official occupation/permit notice shall be issued to the requestor and serves as a prerequisite for the actual permit that shall be executed on the date, as approved.
- In order to be granted the occupation/permit, it is necessary for the *Consultant* to demonstrate that there is suitable and sufficient planning in place.

Monitoring

- All occupations/permits are monitored by the *Employer's Agent*. *Consultants* are required to submit feedback and confirmation of the working times achieved for all occupations/permits on a weekly basis.

14 Regulatory Requirements

14.1 Health & Safety Requirements

The *Contractor* must prepare and submit for approval a Health and Safety file in terms of the Transnet National Ports Authority Health and Safety for *Contractors* working on Transnet property. In terms of this file, the successful *Contractor* shall be responsible for the implementation of the obligations contained in the Health and Safety file. A copy of the file shall be kept by TNPA and be available on Site.

There are requirements of the *Contractor* in terms of Health and Safety, but not limited to:

- Legal Appointments and proof of competencies for the Delegated Authority 16(2), Construction Supervisor 8(7); Construction Safety Officer 8(5) as well as SHE Rep 17(1) and First Aider (Trained), where applicable.
- First Aid Box with all the required contents.
- A valid letter of good standing for the *Consultant*, a copy of WCL2 form and ID copies for all on Site.
- Safety Daily Task Instruction to be done daily before *Work* commences.

- Health & Safety Plan for the *Contractor*.
- Organogram of supporting structure (this document must provide all persons appointed in terms of the OHS Act 85 of 1993).
- Risk Assessment with all the activities that shall be performed on Site.
- Method statement for the tasks.
- Safe work procedure for the tasks.
- Proof that issue register system in place for PPE.
- Valid medical certificates of fitness done by an Occupational Medical Practitioner for all on Site.
- Proof of induction training received.
- Section 37(2) mandatory agreement between *Client – Contractor*.
- Proof of competency for the TLB/Drilling operator and his medical certificate of fitness.
- Proof of service for the TLB/Drilling machine.
- Proof of TLB/Drilling machine that is pre-inspected daily before use.
- Proof of alcohol testing register of all on Site daily done by the trained person.

No employees to be transported at the back of open vehicles. Transportation to and from site will comply with Traffic Management Act. Only long sleeve shirts/overalls and long pants to be worn on site.

The areas of investigation are within Transnet property and an induction, which is not expected to be onerous, shall form part of the first day's *Work*. No *Work* on Site is permitted until the above documents are approved by TNPA and the Employer's Agent has issued a Site access certificate.

Should the *Consultant's Health and Safety Officer* change from that person identified during either the Tender stage or the construction period, the *Consultant* shall submit a CV of a replacement of Health and Safety Officer for approval by the *Employer's Health and Safety Officer* and *Employer's Construction Manager*. No *Work* can proceed until the replacement Health and Safety Officer has been approved.

14.2 Environmental Management

All *Work* is to be conducted in accordance with the principles of the National Environmental Management Act, 1998 (Act no. 107 of 1998) but not limited to other applicable regulations as well as the accepted environmental good practices. The following documents of the *Works Information* provide the minimum acceptable standards that shall be adhered to:

- Construction Environmental Management Plan – ENV-STD-001 (Rev3)
- Standard Environmental Specification– ENV-STD-002 Rev3
- Declaration of Understanding
- Transnet SHEQ Policy Statement
- TNPA HSEQ Policy 2016

The *Consultant* shall perform the *Works* and all construction activities within The Site and Working Areas having due regard for the environment and environmental management practices.

The SES describes the minimum acceptable standard for environmental management for the range of environmental aspects commonly encountered on construction projects and sets environmental objectives and targets, with which the *Consultant* must comply.

The *Consultant* shall, as required by the CEMP, provide activity-based environmental method statements for particular planned construction activities at The Site and/or Working Area and/or were requested by the Construction Manager or Environmental Officer.

The *Consultant* shall submit an environmental file to the *Employer* for approval. Details of the environmental file shall be made known post Tender award. No *Work* on Site shall be permitted until the file is approved.

Where relevant, the *Consultant* shall provide detailed method statements, as required by the Construction Manager or Environmental Officer. The *Consultant* shall maintain records of checks, audits and environmental monitoring, as required by the CEMP and SES.

The *Consultant* shall sign the Declaration of Understanding and the original signed copy must be submitted to the *Employers* Construction Manager prior to the start of construction.

The *Consultant* shall comply with the specifications of the CEMP and abide by the *Employer's* Construction Manager's instructions regarding the implementation of the CEMP.

The *Consultant* shall appoint a suitably qualified Environmental Officer with construction environmental management experience whose role is to ensure compliance with CEMP.

The *Consultant* shall submit the name and CV of the *Consultant's* Environmental Officer as well as an Environmental Plan detailing roles and responsibilities. This shall be for the *Employer's* Construction Manager's approval and no *Work* can commence on Site if this has not been done.

Should the *Consultant's* Environmental Officer change from that person identified during either the Tender stage or the construction period, the *Consultant* shall submit a CV of a replacement of Environmental Officer for approval by the *Employer's* Environmental Officer and *Employer's* Construction Manager. No *Work* can proceed until the replacement Environmental Officer has been approved.

The *Consultant* is required to submit an Environmental Management Plan with the Tender documents. The EMP should describe relevant roles and responsibilities, and how potential environmental impacts shall be identified and managed including the monitoring and recording thereof. The *Consultant* is required to allow for a sufficient environmental budget for the implementation of environmental requirements.

14.3 Quality Assurance Requirements

The onus rests entirely on the *Consultant* to produce *Work* which shall conform in quality and accuracy of detail to the requirements of the TNPA – Quality specification “General Quality Requirements for *Consultants* and Suppliers” including Technical Specifications and Drawings. The *Consultant* must, at his own expense, institute a quality management system, instruments and equipment to ensure adequate Quality supervision and control of the *Works* at all times.

The *Consultant* shall submit Project Quality Plan (PQP), Method Statement, Quality Control Plans (QCP's) and Data pack Index to the TNPA for approval. The *Consultant's* quality plan shall include or reference the quality plans of *Sub-Consultants* if applicable.

The *Consultant* develops and maintains a comprehensive register of documents that shall be generated throughout the Contract for Project deliverables, including all quality-related documents, as part of the contract.

Should the *Consultant's* Quality Officer change from that person identified during either the Tender stage or the construction period, the *Consultant* shall submit a CV of a replacement of Quality Officer for

approval by the *Employer's* Quality Officer and *Employer's* Construction Manager. No *Work* can proceed until the replacement Quality Officer has been approved.

14.4 Risk Management

The *Consultant* to review the potential risk elements as per the ISO 31000 Risk Management standard associated with the Project. The *Consultant* to demonstrate the experience in identifying risk, measure risks, analyse risk, mitigate risk, monitor and control risk, assign risk owner, action plan dates. The documents should:

- Present Project Risk Management Plan.
- Present Project Risk Management Policy and Procedure.
- Present how Project Risk Management shall be implemented/executed in the projects.

Notwithstanding this information, all costs related to risk elements which are at the *Consultant's* risk are deemed to be included in the *Consultant's* offered total of the Prices.

14.5 Insurance

The insurance that shall be provided by the *Employer* is arranged on a Principled Controlled Insurance (PCI) basis. All parties of this project is insured under this portfolio.

The insurance portfolio consists of a Public Liability policy and a Professional Indemnity for design and construction.

The *Consultant* shall maintain its own insurance for plant and equipment, own employee liability (COIDA), motor vehicle insurance and motor vehicle third party insurance as stated in the *Contract*.

The Insurance procedure manual shall be issued within a reasonable time after the starting date. This manual shall contain the claim procedure, Claim Advice Form as well as a more detailed description of each policy.

The *Consultant* follows the claims procedure and liaises with the *Employer* and the *Employer's Agent* when a claim is made and assists in completing the Claims Advice Forms that is contained in the Insurance procedure manual.

The *Consultant* shall supply the *Employer* with all required information to substantiate the claim.

The *Consultant* is liable for the deductible of each insurance claim as contained in the Insurance procedure manual. The deductible can change from time to time.

The *Consultant* can purchase any other insurance in addition to the amount of insurance taken out by the *Employer* for the same risk to no cost of the *Employer*.

14.6 *Consultant's* Management, Supervision and Key People

The *Consultant* shall provide an organogram showing his key people and their lines of authority and communication.

15 Procurement

15.1 Code of Conduct

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

- The Transnet Procurement Procedures Manual (PPM).
- Section 217 of the Constitution - the five pillars of Public PSCM (Procurement and Supply Chain Management): fair, equitable, transparent, competitive and cost-effective.
- The Public Finance Management Act (PFMA).
- The Broad Based Black Economic Empowerment Act (B-BBEE).
- The Anti-Corruption Act.

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

Prohibition of bribes, kickbacks, unlawful payments and other corrupt practices

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

- Transnet shall not participate in corrupt practices and therefore expects its Suppliers to act in a similar manner.
- Transnet and its employees shall follow the laws of this country and keep accurate business records that reflect actual transactions with and payments to our Suppliers.
- Employees must not accept or request money or anything of value, directly or indirectly, to:
 - Illegally influence their judgment or conduct to ensure the desired outcome of a sourcing activity.
 - Win or retain business or to influence any act or decision of any decision stakeholders involved in sourcing decisions.
 - Gain an improper advantage.
- There may be times when a Supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our Suppliers to use our 'Tip-offs Anonymous' hotline to report these acts (0800 003 056).
- Transnet is firmly committed to the ideas of free and competitive enterprise.
 - Suppliers are expected to comply with all applicable laws and regulations regarding fair competition and antitrust.
 - Transnet does not engage with non-value adding agents or representatives solely for the purpose of increasing B-BBEE spend (fronting).
- Transnet's relationship with Suppliers requires us to clearly define requirements, exchange information and share mutual benefits.
- Generally, Suppliers have their own business standards and regulations. Although Transnet cannot control the actions of our Suppliers, we shall not tolerate any illegal activities. These include, but are not limited to:
 - Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc.).
 - Collusion.

- Failure to disclose accurate information required during the sourcing activity (ownership, financial situation, B-BBEE status, etc.).
- Corrupt activities listed above.
- Harassment, intimidation or other aggressive actions towards Transnet employees.
- Suppliers must be evaluated and approved before any Materials, components, products or services are purchased from them. Rigorous due diligence is conducted and the Supplier is expected to participate in an honest and straight forward manner.
- Suppliers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all Material respects.

Conflicts of interest

- A conflict of interest arises when personal interests or activities influence (or appear to influence) the ability to act in the best interests of Transnet, such as:
 - Doing business with family members.
 - Having a financial interest in another company in our industry.

16 Sub-Consultant

Sub-Contract documentation and assessment of *Sub-Contract* Tenders:

The *Consultant* is required to appoint his *Sub-Consultants* under the NEC3 engineering *Contract Sub-Contract* unless accepted otherwise by the *Employer's Agent* and all *Sub-Consultants* shall be required to conform to the requirements as set out herein as if they were employees of the *Consultant*. The *Consultant* ensure that the quality assurance, health and safety, industrial relations, environmental, documentation control and all other requirements placed on him under this *Contract* are transferred into any *Sub-Contracts*.

Where the *Consultant* employs a *Sub-Consultant* who constructs or installs part of the *Works* or who supplies Plant and Materials for incorporation into the *Works* which involves a *Sub-Consultant* operating on The Site and/or Working Areas, then the *Consultant* ensures that any such *Sub-Consultant* complies with the CEMP, SES and PES Environmental Management requirements (NEMA & Transnet) as appropriate and that the *Sub-Contract* documentation places back-to-back obligations on the *Sub-Consultant* which reflect the *Consultant's* obligations under the CEMP, SES and PES, all within the *Consultant's* Quality Management System.

Where the *Consultant* employs a *Sub-Consultant* who constructs or installs part of the *Works* or who supplies Plant and Materials for incorporation into the *Works* which involves a *Sub-Consultant* operating on The Site and/or Working Areas, then the *Consultant* ensures that any such *Sub-Consultant* complies with the PIRP as appropriate and that the *Sub-Contract* documentation places back-to-back obligations on the *Sub-Consultant* which reflect the *Consultant's* obligations under the PIRP, all within the *Consultant's* Quality Management System.

The *Consultant* shall ensure that the quality assurance requirements placed on him under this *Contract* are transferred onto all appointed *Sub-Consultants*.

17 Facilities and Equipment to be Provided by *Employer*

No facilities or equipment is provided by the *Employer*. The *Consultant* may, however, make arrangements with the relevant Transnet personnel to make use of ablution facilities that might be on or near Site.

18 Invoices

All invoices submitted by the *Consultant* shall be VAT invoices, which shall be accompanied by a daily activity sheet, covering the services together with, where relevant, a brief explanation of the time covered, and full breakdown of expenses to which receipts relate.

Invoices are to be delivered to:

Transnet National Ports Authority
TNPA Admin Building
Port of Port Elizabeth
Green Street
Port Elizabeth
6000
Attention: Contracts Manager: Lutando Tetani

Or posted to:

Transnet National Ports Authority
PO Box 162
Port Elizabeth
6000
Attention: Contracts Manager: Lutando Tetani

The invoice is presented as an original.

ANNEXURE A

EMPLOYER'S DRAWINGS

TRANSNET NATIONAL PORTS AUTHORITY
ENQUIRY NUMBER: 1128602-SOW-0002
DESCRIPTION OF SERVICES: TOPOGRAPHICAL SURVEY
PROJECT: OLD TUG JETTY SHEET PILE REHABILITATION

ANNEXURE B

STANDARD SURVEY SYMBOLS

TRANSNET NATIONAL PORTS AUTHORITY
ENQUIRY NUMBER: 1128602-SOW-0002
DESCRIPTION OF SERVICES: TOPOGRAPHICAL SURVEY
PROJECT: OLD TUG JETTY SHEET PILE REHABILITATION

ANNEXURE C

TGC CAD Standards (ENG-STD-0001)

TRANSNET NATIONAL PORTS AUTHORITY
ENQUIRY NUMBER: 1128602-SOW-0002
DESCRIPTION OF SERVICES: TOPOGRAPHICAL SURVEY
PROJECT: OLD TUG JETTY SHEET PILE REHABILITATION

ANNEXURE D
***CONSULTANT* DOCUMENTATION**
SUBMITTAL REQUIREMENTS
DOC-STD-0001-REV03

TRANSNET NATIONAL PORTS AUTHORITY
ENQUIRY NUMBER: 1128602-SOW-0002
DESCRIPTION OF SERVICES: TOPOGRAPHICAL SURVEY
PROJECT: OLD TUG JETTY SHEET PILE REHABILITATION

ANNEXURE E

EMPLOYER'S STANDARD: HEALTH AND SAFETY

TRANSNET NATIONAL PORTS AUTHORITY
ENQUIRY NUMBER: 1128602-SOW-0002
DESCRIPTION OF SERVICES: TOPOGRAPHICAL SURVEY
PROJECT: OLD TUG JETTY SHEET PILE REHABILITATION

ANNEXURE F
CONSTRUCTION ENVIRONMENTAL
MANAGEMENT PLAN
ENV-STD-0001 (REV 4)

ANNEXURE G
STANDARD ENVIRONMENTAL
SPECIFICATION
ENV-STD-002 (Rev 4)

ANNEXURE H
INTERNAL QUALITY REQUIREMENTS
FOR
CONSULTANTS AND SUPPLIERS
QAL-STD-0001 (REV 0)

TRANSNET NATIONAL PORTS AUTHORITY
ENQUIRY NUMBER: 1128602-SOW-0002
DESCRIPTION OF SERVICES: TOPOGRAPHICAL SURVEY
PROJECT: OLD TUG JETTY SHEET PILE REHABILITATION

ANNEXURE I INSURANCE

TRANSNET NATIONAL PORTS AUTHORITY
ENQUIRY NUMBER: 1128602-SOW-0002
DESCRIPTION OF SERVICES: TOPOGRAPHICAL SURVEY
PROJECT: OLD TUG JETTY SHEET PILE REHABILITATION

ANNEXURE J

ACTIVITY SCHEDULE



Transnet National Ports Authority

an Operating Division of **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR QUOTATION (RFQ)

FOR THE PROVISION OF ENGINEERING SURVEYS SERVICES, DETECTION AND MAPPING OF UNDERGROUND SERVICE

RFP NUMBER	: TNPA/2022/09/1163/13160/RFQ
ISSUE DATE	: 18 November 2022
COMPULSORY BRIEFING	: 24 November 2022
CLOSING DATE	: 09 December 2022
CLOSING TIME	: 16h00
TENDER VALIDITY PERIOD	: 12 weeks from closing date



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Number Heading

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T2.2 Returnable Schedules

The Contract

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C1.2 Contract Data (Parts 1 & 2)

Part C2: Pricing Data

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C2.2 Activity Schedule

Part C3: Scope of Services

C3.1 Scope of Services