



SECTION 1

REQUEST FOR PROPOSAL

Transnet National Ports Authority

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR PROPOSAL (RFP)

DESCRIPTION OF THE SERVICE: FOR THE DETECTION AND MAPPING OF UNDERGROUND SERVICES AT THE PORT OF EAST LONDON FOR A PERIOD OF FOUR (4) MONTHS

RFP NUMBER	: TNPA/2025/09/0004/106220/RFP
ISSUE DATE	: 21 NOVEMBER 2025
NON-COMPULSORY CLARIFICATION MEETING	: 02 DECEMBER 2025
CLOSING DATE	: 21 JANUARY 2026
CLOSING TIME	: 15H00 PM
TENDER VALIDITY PERIOD	: 12 WEEKS FROM CLOSING DATE

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SECTION 1: SBD1 FORM

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF TRANSNET NATIONAL PORTS AUTHORITY, A DIVISION TRANSNET SOC LTD

BID NUMBER:	TNPA/2025/09/0004/106220/RFP	ISSUE DATE:	21 November 2025	CLOSING DATE:	21 January 2026	CLOSING TIME:	15:00 pm
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DESCRIPTION **FOR THE DETECTION AND MAPPING OF UNDERGROUND SERVICES AT THE PORT OF EAST LONDON FOR A PERIOD OF FOUR (4) MONTHS**

BID RESPONSE DOCUMENTS SUBMISSION

RESPONDENTS ARE TO UPLOAD THEIR BID RESPONSE PROPOSALS ONTO THE TRANSNET SYSTEM AGAINST EACH TENDER SELECTED (please refer to section 2, paragraph 3 for a detailed process on how to upload submissions):

<https://transnetetenders.azurewebsites.net>

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

TECHNICAL ENQUIRIES MAY BE DIRECTED TO:

CONTACT PERSON	Zukiswa Nkonyeni
TELEPHONE NUMBER	N/A
FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	TNPAPOELABOVE@transnet.net

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE	UNIQUE REGISTRATION REFERENCE NUMBER: MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED FOR PURPOSES OF COMPLIANCE WITH THE B-BBEE ACT]

1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER QUESTIONNAIRE BELOW]
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- | | |
|---|--|
| IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| DOES THE ENTITY HAVE A BRANCH IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? | <input type="checkbox"/> YES <input type="checkbox"/> NO |

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 BELOW.

PART B

TERMS AND CONDITIONS FOR BIDDING

1. TAX COMPLIANCE REQUIREMENTS

- 1.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 1.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 1.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 1.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 1.5 IN BIDS WHERE UNINCORPORATED CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 1.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

DATE: _____



THE TENDER

PART T1

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	FOR THE DETECTION AND MAPPING OF UNDERGROUND SERVICES AT THE PORT OF EAST LONDON FOR A PERIOD OF FOUR (4) MONTHS
TENDER DOWNLOADING	<p>This Tender may be downloaded directly from these websites: ALL FREE OF CHARGE</p> <ol style="list-style-type: none"> 1. National Treasury eTender Publication Portal at www.etenders.gov.za 2. Transnet website at https://transnetetenders.azurewebsites.net (please use <u>Google Chrome to access Transnet link</u>)
NON-COMPULSORY TENDER CLARIFICATION MEETING	<p>NON-COMPULSORY CLARIFICATION MEETING</p> <p>A Non-Compulsory Tender Clarification Meeting will be conducted virtually (Microsoft Teams) on 02 December 2025, at 10:00 am [10 O'clock] for a period of ± 2 (two) hours.</p> <p>To access and attend the meeting, click on the link Join the meeting now</p> <p>Despite the clarification meeting being non-compulsory, Transnet encourages all Tenderers to attend. Transnet will not be held responsible if any Tenderer who did not attend the non-compulsory clarification meeting subsequently feels disadvantaged as a result thereof.</p>
CLOSING DATE	<p>15:00pm on 21 January 2026</p> <p>Tenderers must ensure that tenders are uploaded timeously onto the system. If a tender is late, it will not be accepted for consideration.</p>

2. TENDER SUBMISSION

Transnet has implemented a new electronic tender submission system, the e-Tender Submission Portal, in line with the overall Transnet digitalization strategy where suppliers can view advertised

tenders, register their information, log their intent to respond to bids and upload their bid proposals/responses on to the system.

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

Log on to the Transnet eTenders management platform website (<https://transnetetenders.azurewebsites.net>);

- Click on "ADVERTISED TENDERS" to view advertised tenders;
 - Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);
 - Click on "SIGN IN/REGISTER" - to sign in if already registered;
 - Toggle (click to switch) the "Log an Intent" button to submit a bid;
 - Submit bid documents by uploading them into the system against each tender selected.
 - **Tenderers are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting. Transnet will not be held liable for any challenges experienced by bidders as a result of the technical challenges. Please do not wait for the last hour to submit. A Tenderer can upload 30mb per upload and multiple uploads are permitted.**
- b) The tender offers to this tender will be opened as soon as possible after the closing date and time. Transnet shall not, at the opening of tenders, disclose to any other company any confidential details pertaining to the Tender Offers / information received, i.e. pricing, delivery, etc. The names and locations of the Tenderers will be divulged to other Tenderers upon request.
- c) Submissions must not contain documents relating to any Tender other than that shown on the submission.

3. CONFIDENTIALITY

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

4. DISCLAIMERS

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

- 4.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.
- 4.2. Not necessarily accept the lowest priced tender or an alternative Tender;
- 4.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;
- 4.4. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract;
- 4.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 4.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;
- 4.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;
- 4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);
- 4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.
- 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.
- 4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable [clause 12 on T2.2-12], [**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	T1.1 Tender notice and invitation to tender T1.2 Tender data
Part T2: Returnable documents	T2.1 List of returnable documents T2.2 Returnable schedules
Part C: The contract	
Part C1: Agreements and contract data	C1.1 Form of offer and acceptance C1.2 Contract data (Part 1 & 2) C1.3 Form of Securities
Annexure A:	Certificate of Insurance
Annexure B:	List of Transnet Guarantee Issuers
Part C2: Pricing data	C2.1 Pricing Instructions C2.2 Pricing Schedule
Part C3: Scope of Service	C3.1 Service Information
Annexure 1:	Service Detection Area Drawings
Annexure 2:	TNPA (Employer's) CAD Standards



Part C4: Site information

C4.1 Site information

C.1.4	The Employer's agent is:	Commodity Officer
	Name:	Zukiswa Nkonyeni
	Address:	1 Hely Hutchson Road, Quigney, East London 5201
	E – mail	TNPAPOELABOVE@transnet.net

C.2.1 **Evaluation Criteria and Scoring Scale**

Tests for Administrative and Substantive Responsiveness

1. Stage One Step 1: Tests for Administrative Responsiveness

The test for administrative and Substantive responsiveness will include the following:

Administrative responsiveness check	
•	Whether the Bid has been lodged on time
•	Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time
•	Verify the validity of all returnable documents
•	Verify if the Bid document has been duly signed by the authorised respondent
•	Whether any general and legislation qualification criteria set by Transnet, have been met
Substantive responsiveness check	
•	Whether the tender contains a responsive priced offer
•	Whether any technical pre-qualification criteria set by Transnet, have been met as follows: <ul style="list-style-type: none"> ✓ Valid registration of key personnel as follows: <ul style="list-style-type: none"> • Professional Land Surveyor – to be registered with South African Geomatics Council (SAGC) as PrLS.



<ul style="list-style-type: none"> • Candidate Civil Engineer - to be registered as a Candidate Engineer with Engineering Council of South Africa (ECSA) • Utility Detection Technician – Certified by Original Equipment Manufacturer (OEM).
<ul style="list-style-type: none"> • Whether the tender materially complies with the scope of service given

2. Stage One Step 2: Test for Substantive Responsiveness

2.1 Technical Pre-Qualification of Key Personnel Registrations:

2.1.1 Only tenderers with the three (3) listed key personnel (Professional Land Surveyor, Candidate Civil Engineer and Utility Detection Technician) who are registered with South African Geomatics Council (SAGC) as Professional Land Surveyor (PrLS), Engineering Council of South Africa (ECSA), and certification issued by the Original Equipment Manufacturer (OEM) of the utility detection equipment to be used in the project will be evaluated on this stage as per the below registration requirements.

No.	Key Personnel	Registration Requirements
1	Professional Land Surveyor	Valid registration with South African Geomatics Council (SAGC) as Professional Land Surveyor (PrLS)
2	Candidate Civil Engineer	Valid registration with Engineering Council of South Africa (ECSA), as a Candidate Engineer
3	Utility Detection Technician	Valid certification issued by the Original Equipment Manufacturer (OEM) of the utility detection equipment to be used in the project.

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

The test for administrative responsiveness [Step One] and the test for substantive responsiveness [Step Two] must be passed for a Respondent's Proposal to progress to Stage Two for further evaluation



3. Stage Two - Functionality:

Only those tenderers who obtain the minimum qualifying score for functionality will be evaluated further in terms of price and the applicable preference point system. The minimum qualifying for score for functionality is 60 points.

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

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

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
C.2.15.1 as follows:

Identification details:

The tender documents must be uploaded with:

- Name of Tenderer:
- Contact person and details:
- The Tender Number: TNPA/2025/09/0004/106220/RFP
- The Tender Description: Detection and Mapping of Underground Services at the Port of East London for a period of Four (4) Months

Documents must be marked for the attention of: ***Employer's Agent: Zukiswa Nkonyeni***

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: **15:00pm** on the **21 January 2026**
Location: The Transnet e-Tender Submission Portal:
(<https://transnetetenders.azurewebsites.net>)

NO LATE TENDERS WILL BE ACCEPTED

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

C.2.23 The tenderer is required to submit with his tender:
1. A valid Tax Clearance Certificate issued by the South African Revenue Services.
Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status.



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

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

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

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

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

Functionality Criteria

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

Functionality criteria	Sub-criteria	Sub-criteria points	Maximum number of points
T2.2-02: Programme	Programme Duration: The tenderer shall provide the proposed programme, at a minimum Level 2/3 showing the following: Start date and completion date are stated, with the total overall duration of programme not exceeding 16 weeks	05	15
	Programme Activities: The activities listed in the program must align with the project scope and be presented in a logical sequence, demonstrating an understanding of project requirements.	10	



T2.2-03 Experience of Key Personnel	1. Professional Land Surveyor: <ul style="list-style-type: none"> Professional Land Surveyor must have a minimum of 5 years' experience in underground services detection or similar projects, post registration. 	10	30
	2. OEM certified utility detection Technician <ul style="list-style-type: none"> OEM certified utility detection technician must have a minimum of 5 years' experience in underground services detection, post certification. 	10	
	3. Candidate Civil Engineer <ul style="list-style-type: none"> Candidate Civil Engineer must have a minimum of 5 years' experience in design, built environment, civil engineering projects, post registration. 	10	
T2.2-04 Tenderers Previous Experience	<p>Tenderers are required to demonstrate previous experience in detection and mapping of underground services and infrastructure. The Tenderer must submit completion certificates or valid clients company reference letters for similar projects and must have completed a minimum of three (3) projects relating to the scope (size and type) as per the completion or reference letters.</p>	25	25



T2.2-05 Method Statement	<p>The method statement should be categorised into Seven (7) critical elements of the scope of work.</p> <ol style="list-style-type: none"> 1. Method statement Sequencing 2. Risk assessment 3. Roles and responsibilities 4. Hardware and software 5. Outline the traffic accommodation 6. Quality Control Process 7. Existing Services 	30	30
Maximum possible score for Functionality			100

Functionality shall be scored independently by not less than 2 (two) evaluators and averaged in accordance with the following schedules:

- T2.2-02 Programme
- T2.2-03 Experience of Key Personnel
- T2.2-04 Tenderers Previous Experience
- T2.2-05 Method Statement

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

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

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



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.

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,
and/or

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

Thresholds	Minimum Threshold
Functionality	60

Evaluation Criteria	Final Weighted Scores
Price and Total Cost of Ownership	80/90
Specific goals - Scorecard	20/10
TOTAL SCORE:	100

Up to 80 tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed.

Up to 90 tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed

Should the evidence required for any of the Specific Goals applicable in this tender not be provided, a tenderer will score zero preference points for that particular "Specific Goal".

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

Selected Specific Goal	Number of points (80/20 system)	Number of points (90/10 system)
B-BBEE Status Level of Contributor 1 or 2	06	03
30% Black Women Owned Entities	04	02
EME or QSE 51% Black Owned	10	05
Non-compliant and/or B-BBEE Level 3-8 contributors	00	00



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

Specific Goals	Acceptable Evidence
B-BBEE Status Level of Contributor 1 or 2	B-BBEE Certificate / Sworn-Affidavit / CIPC B-BBEE Certificate (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines
30% Black Women Owned Entities	B-BBEE Certificate / Sworn-Affidavit / CIPC B-BBEE Certificate (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines
EME or QSE 51% Black Owned	B-BBEE Certificate / Sworn-Affidavit / CIPC B-BBEE Certificate (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines

The maximum points for this bid are allocated as follows:

DESCRIPTION	POINTS	POINTS
Price	80	90
B-BBEE Status Level of Contribution 1 or 2	06	03
30% Black Women Owned Entities	04	02
EME or QSE 51% Black Owned	10	05
Non-compliant and/or B-BBEE Level 3-8 contributors	00	00
Total points for Price and Specific Goals must not exceed	100	100

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

C.3.13

Tender offers will only be accepted if:

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



are not limited to the outcome of a due diligence exercise to be conducted. The due diligence exercise may take the following factors into account inter alia;

the tenderer:

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

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



THE TENDER

PART T2

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

2.3 C1.2 Contract Data

2.4 C1.3 Forms of Securities

2.5 C2.1 Pricing Instructions

2.6 C2.2 Activity Schedule

T2.2-01: Technical Pre-Qualification Evaluation Schedule: Key Personnel Registrations

Note to tenderers:

Tenderers are to submit professional registered listed key personnel with the South African Geomatics Council (SAGC), Engineering Council of South Africa (ECSA) and certification issued by the Original Equipment Manufacturer (OEM) of the utility detection equipment to be used in the project.

Any tenderer that fails to meet the stipulated technical pre-qualification registrations requirement will be regarded as an unacceptable tender (disqualified) and will not be evaluated further.

No.	Key Personnel	Registration Requirements
1	Professional Land Surveyor	Valid registration with South African Geomatics Council (SAGC) as Professional Land Surveyor (PrLS)
2	Candidate Civil Engineer	Valid registration with Engineering Council of South Africa (ECSA), as a Candidate Engineer
3	Utility Detection Technician	Valid certification issued by the Original Equipment Manufacturer (OEM) of the utility detection equipment to be used in the project.

Signed

Date

Name

Position

T2.2-02: Evaluation Schedule: Programme (15 Points)

Note to tenderers:

Programme

The Tenderer details the programme for evaluation and attaches it to this schedule. In addition, the Tenderer is to provide an electronic copy of the programme in Primavera, Microsoft Projects or any other compatible Planning software, Excel, word or the like will not be accepted.

The tenderer shall provide the proposed programme, at a minimum **Level 2/3** showing the following:

- **Programme Duration:** Start date and completion date are stated, with the minimum duration of programme being 16 weeks.
- **Programme Details:** The activities listed in the program must align with the project scope and be presented in a logical sequence, demonstrating an understanding of project requirements. Programmes that are not related to the scope shall not be evaluated. A minimum of 3 items below must be responded to.
 - Predecessors and Successors: Sequence of activities before and after each activity must be clearly shown, in separate columns on the programme (If only one column is displayed point will be forfeit).
 - Duration of Activities (days): Must be displayed in a separate column on the Programme.
 - Logical Critical Path: Must be clearly reflected on the Programme.
 - Float: Must be clearly stated and displayed in a separate column on the programme.
 - Time Risk Allowance: Must be stated for individual activities and reflected as an activity/s on the programme.

Programmes that are not related to the scope shall not be evaluated.

The scoring of the Programme will be as follows:

	Programme Duration	Programme Details
Score	5	10
0	No Response or Starting date and completion date not shown	No response or none of the 5 items have been responded to (Predecessor and Successors columns, Duration of Activities, Critical path, Float column, Time Risk Allowance).
20	Starting date and completion date with total overall duration that is 20 weeks or more.	Only 1 item has been responded to. (Predecessor and Successors columns, Duration of Activities, Critical path, Float column, Time Risk Allowance).
40	Starting date and completion date with total overall duration of more than 16 weeks but less than 20 weeks	Only 2 items have been responded to (Predecessor and Successors columns, Duration of Activities, Critical path, Float column, Time Risk Allowance).
60	Starting date and completion date, the total overall duration is 16 weeks	Only 3 items have been responded to (Predecessor and Successors columns, Duration of Activities, Critical path, Float column, Time Risk Allowance).
80	Starting date and completion date with the total overall duration that is less than 16 weeks but more than 12 weeks.	Only 4 items have been responded to. (Predecessor and Successors columns, Duration of Activities, Critical path, Float column, Time Risk Allowance).
100	Starting date and completion date with total overall duration that is 12 weeks or less	All 5 items have been responded to. (Predecessor and Successors columns, Duration of Activities, Critical path, Float column, Time Risk Allowance).

Signed

Date

Name

Position

T2.2-03: Experience of Key Personnel (30 Points)

Key personnel's experience is required to confirm capability to execute the project and must be submitted in the form of detailed Curriculum Vitae (CVs). Detailed CV's must demonstrate that key site personnel have sufficient knowledge, and experience to provide the required works on **similar** projects: CV must provide details of projects completed with start and end date as well as the role of key person in the project. Comprehensive CV's should be attached to this schedule:

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

- i. Personal particulars
 - a. Name
 - b. Place (s) of tertiary education and dates associated therewith
professional societies and professional registrations)
- ii. Name of current employer and position in enterprise with valid contact details
- iii. Overview of post graduate experience (year, organization and position)

No.	Key Persons	Name and Surname	CV attached (Yes/No)
1	Professional Land Surveyor		
2	OEM certified utility detection Technician		
3	Candidate Civil Engineer		

1. Professional Land Surveyor:

- Professional Land Surveyor must have a minimum of 5 years' experience in underground services detection or similar projects, post registration.

2. OEM certified utility detection Technician

- OEM certified utility detection technician must have a minimum of 5 years' experience in underground services detection, post certification.

3. Candidate Civil Engineer

- Candidate Civil Engineer must have a minimum of 5 years' experience in design, built environment, civil engineering projects, post registration.

The scoring of the Experience of Key Personnel is as follows:

Score	Professional Land Surveyor (10)	OEM certified utility detection (10) Technician	Candidate Civil Engineer (10)
Score 0	No submission/failure to provide relevant experience	No submission/failure to provide relevant experience	No submission/failure to provide relevant experience
Score 20	Professional Land Surveyor (PrLS). with Less than or equal to 2 years' experience post registration.	OEM certified utility detection technician with less than or equal to 2 years' experience post certification.	Candidate civil engineer with less than or equal to 2 years' experience post registration.
Score 40	Professional Land Surveyor (PrLS) with more than 2 years and less than 5 years' experience post registration.	OEM certified utility detection technician with more than 2 years but less than 5 years' experience post certification.	Candidate civil engineer with more than 2 years and less than 5 years' experience post registration.
Score 60	Professional Land Surveyor (PrLS) with 5 or more years' experience but less than 7 years post registration.	OEM certified utility detection technician with 5 years' experience but less than 7 years post certification.	Candidate civil engineer with 5 years' experience but less than 7 years post registration.
Score 80	Professional Land Surveyor (PrLS) with 7 or more years but less than 10 years' experience post registration.	OEM certified utility detection technician with 7 or more years but less than 10 years' experience post certification.	Candidate civil engineer with 7 or more but less than 10 years' experience post registration.
Score 100	Professional Land Surveyor (PrLS) with 10 or more years' experience post registration	OEM certified utility detection technician with 10 or more years' experience post certification.	Candidate civil engineer with 10 or more years' experience post registration.

Signed

Date

Name

Position

T2.2-04: Evaluation Schedule: Tenderers Previous Experience (25 Points)

Note to tenderers:

Tenderers are required to demonstrate previous experience in detection and mapping of underground services and infrastructure. The Tenderer must submit completion certificates or reference letters for similar projects and must have completed a minimum of three (3) projects relating to the scope (size and type) as per the completion or reference letters.

The letters must include the following compulsory requirements:

1. In a client's letterhead
2. Project name
3. Project description
4. Project value
5. Responsibility
6. Valid contact details of the client

The completion certificates/ letters must be signed by the respective Client for each project. Completion certificates/ letters that do not have all the above requirements will not be considered.

Scoring guide is as follows

Score	Previous Experience (25)
0	No submission / irrelevant reference letters or completion certificates submitted / reference letters or completion certificates not signed /reference letters not in client's letterhead
20	The tenderer has submitted only one (1) reference letter or completion certificate in detection and mapping of underground services and infrastructure
40	The tenderer has submitted Two (2) reference letters or completion certificates in detection and mapping of underground services and infrastructure
60	The tenderer has submitted Three (3) reference letters or completion certificates in detection and mapping of underground services and infrastructure
80	The tenderer has submitted Four (4) reference letters or completion certificates in detection and mapping of underground services and infrastructure
100	The tenderer has submitted Five (5) reference letters or completion certificates in detection and mapping of underground services and infrastructure

Signed

Date

Name

Position

T2.2-05: Evaluation Schedule – Method Statement

Note to tenderers:

Method statement - The method statement must respond to the scope of work and outline the proposed approach to conduct the underground service detection.

The method statement should not be longer than 5000 words.

The method statement must respond specifically to the seven sub-criteria (1 to 7) to be evaluated, that are relevant to the scope of work.

As the minimum the Tenderer must address 5 of the following elements: -

1. Method statement Sequencing: Method statement should detail the sequence of the works, with a particular response to the following:

- 1.1. Desktop study activities
- 1.2. Site work activities
- 1.3. Data processing procedure
- 1.4. Data verification

Items 1.1 to 1.4 must all be responded to for the Tenderer to be allocated a score.

2. Risk assessment: The method statement should clearly outline the risks associated with executing the works, along with associated mitigation measures, with the response outlined as follows:

- 2.1. Technical risks
- 2.2. Mitigation measure (per risk)

Items 2.1 and 2.2 must all be responded to for the Tenderer to be allocated a score.

3. Roles and responsibilities: Method statement should provide an organogram with an outlines of the roles and responsibilities of the Bidders personnel. The response should be outlined as follows:

- 3.1. Organogram showing full details of key personnel (Name, surname, role, academic qualification)
- 3.2. Organogram showing reporting lines
- 3.3. Outline of role and responsibility of each key personnel in executing the works.

Items 3.1 to 3.3 must all be responded to for the Tenderer to be allocated a score.

4. Hardware and software: Method statement should provide details regarding the tools of trade to be utilized in completing the works. The response should be outlined as follows:

- 4.1. List of hardware / equipment
- 4.2. Hardware / equipment limitation (per item)
- 4.3. List of software
- 4.4. Software limitation (per item)
- 4.5. How each hardware / equipment will be utilized in executing the works
- 4.6. How each software will be utilized in executing the works

Items 4.1 to 4.6 must all be responded to for the tenderer to be allocated a score.

5. Quality Control Process: Method statement should explain quality control process to be implemented in executing the works, to ensure the Client objectives are met. The response should be outlined as follows:

- 5.1. Quality control process
- 5.2. Quality control checklist to be utilized in collecting the data on site
- 5.3. Quality control checklist to be utilized during the data processing phase
- 5.4. Quality control standards adopted

Items 5.1 to 5.4 must all be responded to for the Tenderer to be allocated a score.

6. Outline the traffic accommodation: Method statement should outline the traffic accommodation procedure for road surveys. The response should be outlined as follows:

- 6.1. Number of flag personnel to control traffic for work completed on road sections
- 6.2. Typical layout sketch indicating set up for work completed on road sections
- 6.3. Procedure for working while Port operations are ongoing

Items 6.1 to 6.3 must all be responded to for the Tenderer to be allocated a score.

7. Existing Services: Method statement should outline how existing services will be identified and captured correctly. The response should be outlined as follows:

- 7.1. How each type of service will be identified
- 7.2. How the routing of each type of service will be established
- 7.3. How the depth of each type of service will be established
- 7.4. How the direction of flow for gravity services (sewer & stormwater) will be established
- 7.5. How the exact location of the service will be determined and recorded, to be incorporated into the detailed design (design done by others).

7.6. If an invasive method is deemed necessary, an explanation of how this necessity will be determined.

7.7. If an invasive method is deemed necessary, an explanation of how this will be carried out.

Items 7.1 to 7.7 must all be responded to for the Tenderer to be allocated a score.

The scoring of the method statement will be as follows:

Score	Method Statement
0	No method statement or irrelevant information submitted
20	The tender's methodology addresses up to three (3) critical elements of the scope of work (Items 1, 5 & 7 are compulsory)
40	The tender's method statement submitted addresses four (4) critical elements of the scope of work (Items 1, 3, 5 & 7 are compulsory)
60	The tender's method statement submitted addresses five (5) critical elements of the scope of work. (Items 1, 3, 4, 5 & 7 are compulsory)
80	The tender's method statement submitted addresses six (6) critical elements of the scope of work (Items 1, 3, 4, 5, 6 & 7 are compulsory)
100	The tender's method statement submitted addresses seven (7) critical elements of the scope of work (Items 1, 2, 3, 4, 5, 6 & 7 are compulsory)

Signed

Date

Name

Position

T2.2-06: Authority to submit a Tender

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

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

A. Certificate for Company

I, _____ chairperson of the board of directors _____
 _____, 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

B. Certificate for Partnership

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

_____ hereby authorise Mr/Ms _____

acting in the capacity of _____, to sign all documents in connection with the tender offer for Contract _____ and any contract resulting from it on our behalf.

Name	Address	Signature	Date

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

C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms

_____, an authorised signatory of the company

_____, acting in the capacity of lead partner,

to sign all documents in connection with the tender offer for Contract _____

_____ and any contract resulting from it on our behalf.

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

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

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

D. Certificate for Sole Proprietor

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

Signed

Date

Name

Position

Sole Proprietor

T2.2-07: Record of Addenda to Tender Documents

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

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

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

T2.2-08 Letter/s of Good Standing with the Workmen’s Compensation Fund

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

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

Name of Company/Members of Joint Venture:

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

Signed	Date
Name	Position
.....

T2.2-09 : ANNEX G Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

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

Section 1: Name of enterprise: _____

Section 2: VAT registration number, if any: _____

Section 3: CIDB registration number, if any: _____

Section 4: CSD number: _____

Section 5: Particulars of sole proprietors and partners in partnerships

Name	Identity number	Personal income tax number

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

Section 6: Particulars of companies and close corporations

Company registration number _____

Close corporation number _____

Tax reference number: _____

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

Section 8: The attached SBD6.1 must be completed for each tender and be attached as a requirement.

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

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

Signed

Date

Name

Position

Enterprise
name

SBD 6.1

PREFERENCE POINTS CLAIM FORM

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

1. GENERAL CONDITIONS

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

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

1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.

1.3 Preference points for this bid shall be awarded for:

- (a) Price;
- (b) B-BBEE Status Level of Contribution; and
- (c) Any other specific goal determined in the Transnet preferential procurement policy

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

DESCRIPTION	POINTS	POINTS
Price	80	90
B-BBEE Level of contributor – Level 1or 2	06	03
30% Black Women Owned Entities	04	02
EME or QSE 51% Black Owned	10	05
Non-Compliant and/or B-BBEE Level 3-8 contributors	00	00
Total points for Price and Specific Goals must not exceed	100	100

1.5 Failure on the part of a bidder to submit proof of evidence required for any of the specific goals together with the bid will be interpreted to mean that preference points for that specific goal 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 supply/provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents
- (h) **"Price"** includes all applicable taxes less all unconditional discounts.
- (i) **"Proof of B-BBEE Status Level of Contributor"**
 - i) the B-BBEE status level certificate issued by an authorised body or person;
 - ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
 - iii) any other requirement prescribed in terms of the B-BBEE Act.
- (j) **"QSE"** means a Qualifying Small Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (k) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.
- (l) **"Specific goals"** means targeted advancement areas or categories of persons or groups either previously disadvantaged or falling within the scope of the Reconstruction and Development Programme identified by Transnet to be given preference in allocation of procurement contracts in line with section 2(1) of the PPPFA.

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20 or

90/10

$$PS = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) \quad \text{Or} \quad PS = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

4. EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS

- 4.1 In terms of Transnet Preferential Procurement Policy (TPPP) and Procurement Manuals, preference points must be awarded to a bidder for providing evidence in accordance with the table below:

Specific Goals	Acceptable Evidence
B-BBEE Status Level 1or 2 contributor	B-BBEE Certificate / Sworn-Affidavit or DTIC Affidavit / a B-BBEE Certificate (in case of JV, a consolidate scorecard will be accepted) as per DTIC guidelines.
≥51% QSE and EME black Owned Entities	Certified copy of ID Documents of the Owners and B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline

- 4.2 The table below indicates the required proof of B-BBEE status depending on the category of enterprises:

Enterprise	B-BBEE Certificate & Sworn Affidavit
Large	Certificate issued by SANAS accredited verification agency
QSE	Certificate issued by SANAS accredited verification agency Sworn Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned) [Sworn affidavits must substantially comply with the format that can be obtained on the DTIC's website at www.thedtic.gov.za/economic_empowerment/bee_codes.jsp .]
EME¹	Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard

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

- 4.3 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.
- 4.4 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 4.5 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 4.6 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.
- 4.7 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTIC. 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.

5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contribution 1or 2: . =(maximum of 03/06 points)
- (Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(*Tick applicable box*)

YES		NO	
-----	--	----	--

- 7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE.

(Tick applicable box)

YES		NO	
-----	--	----	--

Designated Group: An EME or QSE which is at last 51% owned by:	EME ✓	QSE ✓
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional Supplier

- ☐ Other Suppliers e.g. transporter, etc.

[*TICK APPLICABLE BOX*]

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

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

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

<p>WITNESSES</p> <p>1.</p> <p>2.</p>	<p>.....</p> <p style="text-align: center;">SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>ADDRESS</p> <p>.....</p>
---	--

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

² the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

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

2.2.1 If so, furnish particulars:

.....
.....

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

YES/NO

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior

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

to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

T2.2-10 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 Transnet Supply Chain Management (SCM) Complaints and Allegations Office process and will be subject to the Terms of Reference of SCM Complaints and Allegations Office. Transnet Supply Chain SCM Complaints and Allegations Office 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 SCM Complaints and Allegations Office 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 established the SCM Complaints and Allegations Office to investigate any material complaint in respect of any tenders regardless of the value. Should a Respondent have any material concern regarding a tender process, a complaint may be lodged with Transnet SCM Complaints and Allegations Office for further investigation.
- It is incumbent on the Respondent to familiarise himself/herself with the Terms of Reference for the Transnet SCM Complaints and Allegations Office, details of which are available for review at Transnet's website www.transnet.net.
- An official complaint form which will be shared upon receipt of a complaint should be completed and submitted, together with any supporting documentation, to groupscmcomplaints@transnet.net
- 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 QUOTATION – 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 misdemeanors, e.g., traffic offences.

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

NATURE OF BREACH:

DATE OF BREACH:

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

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDER

T2.2-13 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.
- e) 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:
- f) 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
- g) 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.

3.2 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.

3.3 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.

- 3.4 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.
- 3.5 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.
- 3.6 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.
- 3.7 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.
- 3.8 The Tenderer/Service Provider/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 3.9 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 : 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

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

1. PREAMBLE AND INTRODUCTION

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

2. PROTECTION OF PERSONAL INFORMATION

- 2.1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No. of 2013 "(POPIA)":
- consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.
- 2.2. The Operator will process all information by the Transnet in terms of the requirements contemplated in Section 4(1) of the POPIA:
- Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.
- 2.3. The Parties acknowledge and agree that, in relation to personal information of Transnet and the information of a third party that will be processed pursuant to this Agreement , the Operator is (... insert name of Tenderer/Contractor) hereinafter Operator and the Data subject is "Transnet". Operator will process personal information only with the knowledge and authorisation of Transnet and will treat personal information and the information of a third party which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.
- 2.4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this Agreement and the Operator is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.
- 2.5. In terms of this Agreement, the Operator acknowledges that it will obtain and have access to personal information of Transnet and the information of a third party and agrees that it shall only process the information disclosed by Transnet in terms of this Agreement and only for the purposes as detailed in this Agreement and in accordance with any applicable law.
- 2.6. Should there be a need for the Operator to process the personal information and the information of a third party in a way that is not agreed to in this Agreement, the Operator must request consent from Transnet to the processing of its personal information or and the

information of a third party in a manner other than that it was collected for, which consent cannot be unreasonably withheld.

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

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

YES	
-----	--

NO	
----	--

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

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

(Operator)

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

AS WITNESSES:

1. Name: _____ Signature: _____

2. Name: _____ Signature: _____

T2.2-17: 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 Consultant	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)			

T2.2-18: Valid B-BBEE Certificate or a Sworn or DTIC affidavit

B-BBEE Certificate / Sworn-Affidavit or DTIC Affidavit / a B-BBEE Certificate (in case of JV, a consolidate scorecard will be accepted) as per DTIC guidelines

Please indicate the submission:

Yes

☐

No

☐

Signed

Date

Name

Position



THE CONTRACT

PART C1

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:

For the Detection and Mapping of Underground Services at the Port of East London for a period of Four (4) Months

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:**

Name &
signature of
witness

*(Insert name and address of
organisation)*

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
Part C4	Site information

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

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms 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

Note:

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

No.	Subject	Details
1
2
3
4
5

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

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

For the *tenderer*:**For the *Employer***

Signature

Name

Capacity

On behalf
of*(Insert name and address of
organisation)***Transnet SOC (Ltd)**Name &
signature
of witness

Date

C1.2 Contract Data

Part one - Data provided by the *Employer*

Claus e	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>X5: Sectional Completion</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>X12: Partnering</p> <p>X18: Limitation of liability</p> <p>X20: Key performance indicators</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	Transnet SOC Ltd Registered address: Transnet Corporate Centre 138 Eloff Street Braamfontein Johannesburg 2000
	Having elected its Contractual Address for the purposes of this contract as:	Transnet National Ports Authority 1 Hely Hutchinson Road, Quigney East London, 5201
11.2(9)	The <i>services</i> are	For the Detection and Mapping of Underground Services at the Port of East London for a period of Four (4) Months
11.2(10)	The following matters will be included in the Risk Register	1. No as-built drawings are available 2. Damage to existing services during trial pits 3. Detecting services in an operational environment (conflict with vehicular traffic) 4. Detecting services in an operational environment (USD downtime to provide priority to Port operations) 5. Heavily vegetated areas 6. Utility congestion: Closely spaced cables 7. Flooded/blocked manholes (sewer and stormwater): Consultant to make provision for unblocking manholes to measure invert levels
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	Three (3) months following Completion or earlier termination.
2	The Parties' main responsibilities	
25.2	The <i>Employer</i> provides access to the following persons, places and things	access to <i>access date</i>

		1		
		2		
		3		
3	Time			
31.2	The <i>starting date</i> is	10 February 2026		
11.2(3)	The <i>completion date</i> for the whole of the <i>services</i> is	02 June 2026		
11.2(6)	The <i>key dates</i> and the <i>conditions</i> to be met are:	Condition to be met	key date	
		1	N/A	
31.1	The <i>Consultant</i> is to submit a first programme for acceptance within	one (1) 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	N/A		
5	Payment			
50.1	The <i>assessment interval</i> is on the	18th day of each successive month.		
51.1	The period within which payments are made is	Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.		
51.2	The <i>currency of this contract</i> is the	South African Rand (ZAR).		
51.5	The <i>interest rate</i> is	The prime lending rate of the Rand Merchant Bank of South Africa.		
6	Compensation events	N/A		
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 R5 000 000.00 (Five Million Rand) in respect of each claim, without limit to the number of claims	52 Weeks
death of or bodily injury to a person (not an employee of the <i>Consultant</i>) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i>	General Third Party Liability Insurance for all amounts falling within the excess of the policy, currently R50 000.00 (Fifty Thousand Rand) each and every claim, and/or for all amounts in excess of the policy limits as detailed in the policy document or whatever the <i>Consultant</i> deems desirable in respect of each claim, without limit to the number of claims	0 Weeks
death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Consultant</i> arising out of and in connection with this contract for any one event is that which is prescribed by the Compensation for Occupation Injuries and Diseases Act No. 130 of 1993 as amended.	0 Weeks
Motor Vehicle Liability Insurance	Comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity for an amount of not less than R 10 000 000.00	

81.1	The <i>Employer</i> provides the following insurances	<p>Professional Indemnity insurance in respect of failure of the <i>Consultant</i> to use the skill and care normally used by Professionals providing services similar to the <i>services</i></p> <p>General Third-Party Liability cover in respect of death of or bodily injury to a person (not an employee of the <i>Consultant</i>) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i></p>
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	<p><i>For all matters covered under the Employer's Professional Indemnity (PI) and General Third Party Liability policies, the Consultant's liability will be limited to the excesses applicable under the Employer's Professional Indemnity and General Third Party Liability policies as detailed in the policy wordings. The current excesses amounts to R5 000 000.00 (Five Million Rand) PI and R50 000.00 (Fifty Thousand Rand) General Third Party Liability, respectively, each and every claim. For all matters not covered under the Employer's Professional Indemnity and General Third Party Liability policies the Consultants liability will be limited to the final total of the Prices.</i></p>
9	Termination	No additional data required for this section of the <i>conditions of contract</i>.
10	Data for main Option clause	
A	Priced contract with activity schedule	
21.3	The <i>Consultant</i> prepares forecasts of the total of the <i>expenses</i> at intervals of no longer than	Four (4) 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	East London, Eastern Cape, South Africa
	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	
X1	Price adjustment for inflation	N/A
X2	Changes in the law	
X2.1	The <i>law of the project</i> is	The Law of the Republic of South Africa.
X4	Parent company guarantee	No additional data is required for this Option
X7	Delay damages	
X7.1	Delay damages for late Completion of the whole of the <i>services</i> are	Two Thousand Five Hundred (R 2 500,00) per day
X9	Transfer of rights	The <i>Employer</i> owns the <i>Consultant</i> rights over any of the material whatsoever prepared for the Services of this Contract by the <i>Consultant</i>. The <i>Consultant</i> provides on request by the <i>Employer's Agent</i>, all documentation in whatever form as required (native's, PDF's, CD's, etc) and all other material items which transfer these rights to the <i>Employer</i>.
X10	The <i>Employer's Agent</i>	
X10.1	The <i>Employer's Agent</i> is	
	Name:	Cebolenkosi Mzotho
	Address	1 Ganteaume Crescent, Quigney East London, 5201
	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.
X13	Performance bond	
X13.1	The amount of the performance bond is	Nil
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 *Consultant's* liability to the *Employer* for Defects that are not found until after the *defects date* is limited to:

The cost of correcting the defect (The Total of the Prices)

X18.3 The *end of liability date* is

Date of completion of the works

Z Additional conditions of contract

The *additional conditions of contract* 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	<p>The <i>Employer</i> reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any <i>Consultant</i> who has access to National Key Points for the following without limitations:</p>
	<ol style="list-style-type: none"> 1. Confidential – this clearance is based on any information which may be used by malicious, opposing or hostile elements to harm the objectives and functions of an organ of state. 2. Secret – clearance is based on any information, which may be used by malicious, opposing or hostile elements to disrupt the objectives and functions of an organ of state. 3. Top Secret – this clearance is based on information, which may be used by malicious, opposing or hostile elements to neutralise the objectives and functions of an organ of state.
Z4	<p>Additional Clause Relating to the <i>Employer's</i> rights to take appropriate action</p>



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

Z5.1	The <i>Employer</i> and the <i>Consultant</i> are required to process information obtained for the duration of the Contract in a manner that is aligned to the Protection of Personal Information Act.
Z6	Time
Z6.1	<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	Clause 61.4: The first bullet point is amended to read as follows: arises from the fault, error, negligence or default of the <i>Consultant</i> .
Z8	Limitation of liability
Z8.1	<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	The <i>Consultant</i> shall not cede any rights under this contract without the approval of the <i>Employer</i> .
Z9.2	The <i>Employer</i> may on written notice to the <i>Consultant</i> cede and assign its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the <i>Employer</i> .
Z10	Additional clauses relating to interpretation of the law
Z10.1	Add to core clause 12.3 Any extension, concession, waiver or relaxation of any action by the Parties, the <i>Employers' Agent</i> or <i>Adjudicator</i> does not constitute a waiver of rights and does not give rise to an Estoppel or Lien, unless the Parties agree otherwise and confirm such an agreement in writing.

Z11 *Employer's Step in rights*

Z11.1 If the *Consultant* 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 *Employer's Agent*, the *Employer*, without prejudice to his other rights, powers and remedies under the contract, may remedy the default either himself or procure a third party (including any *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 key persons</i> are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job: Responsibilities: Qualifications: Experience:	
Info.		CV's (and further <i>key persons</i> data including CVs) are appended to Tender Schedule entitled.....
11.2(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

25.2	The <i>Employer</i> provides access to the following persons, places and things	access to	<i>access date</i>
		1	
		2	
		3	

31.1	The programme identified in the Contract Data is
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50.3	The <i>expenses</i> stated by the <i>Consultant</i> are	item	amount
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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

G Term contract

11.2(25)	The <i>task schedule</i> is in
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ANNEXURE A

CERTIFICATE OF

INSURANCE

1 April 2025

To Whom It May Concern,

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

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

INSURED:	Transnet (SOC) Limited
PERIOD:	1 April 2025 to 31 March 2026 (Both days inclusive)
DIVISION:	Transnet Freight Rail, Transnet Engineering, Transnet Properties, Transnet Pipelines, Transnet National Ports Authority and Transnet Port Terminals
THE INSURED'S VAT NO:	4720103177
THE INSURED'S COMPANY REGISTRATION NO:	1990/000900/30
POSTAL ADDRESS (Head Office)	Carlton Centre, 150 Commissioner Street, Johannesburg, 2001

CONTRACT WORKS INSURANCE

Cover Provided :	Contract Works - Physical loss or damage to the Property Insured which being materials, plant and other things for incorporation into the permanent works.
Insurer :	Mirabilis (Santam Limited)
Policy Number :	MZAR35023-CAR
The Contract Site :	Any location within the Territorial Limits upon which The Insured Contract is to be executed or carried out as more fully defined in The Insured Contract documents together with so much of the surrounding area as may be required or designated for the performance of The Insured Contract.
Territorial Limits :	The Republic of South Africa.
Additional Co-Insureds:	
The Contractor:	All Contractors undertaking work in connection with The Insured Contract including the Employer to the extent that the Employer undertakes work in connection with The Insured Contract;
Sub-Contractors:	All Sub-Contractors employed by the Contractor and all other Sub- Contractors (whether nominated or otherwise) engaged in fulfilment of The Insured Contract; and to the extent required by any contract or agreement; transporters, suppliers, manufacturers, vendors, other persons, persons providing storage facilities, plant

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

**Provincial & Government:
Insured Contracts :**

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

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

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

Definitions

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

apply to pre-fabrication works on land associated with an Off-Shore Contract.

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

Testing Period: 120 Days not consecutive.

Maintenance Period : 12 Months

Main Policy Extensions :

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

- Public Relationship Costs - Limited to a maximum of R1,000,000. Records - Limited to a maximum of R2,000,000.
- Removal to Gain Access - Limited to a maximum of R20,000,000
- Road Reserve and Servitude Extensions - Limited to a maximum of R10,000,000
- Search & Locate Costs - Limited to a maximum of R20,000,000.
- Borrowing Of Plant For Commissioning Purposes - Limited to a maximum of R10,000,000
- Escalation during Construction – 30%
- Marine Contribution Clause
- Claim Preparation Costs – Limited to a maximum of R10,000,000

Main Policy Exclusions :

- War
- Nuclear Energy Risks
- Terrorism
- Computer Loss General Exception
- DE4 (All types of Works) for defective material workmanship design plan or specification.
- LEG 3 (Mechanical or Electrical Engineering Works only) for defective material workmanship design plan or specification. Limited to maximum of 10% of the total estimated contract value in the aggregate.
- Loss or damage arising during air transit or any ocean voyage or whilst in storage thereafter.
- Occurring during any defects/maintenance period unless cause occurred prior to such defects/maintenance period
- Disappearance or by shortage revealed during routine inventory or periodic stocktaking.
- Consequential loss of whatsoever nature.
- Normal wear and tear, normal atmospheric conditions, rust, erosion, corrosion or oxidation.
- Due to its own explosion breakdown or derangement occurring after the Testing Period which has operated under load conditions.
- Second hand property due to its own electrical or mechanical breakdown or explosion.
- Cyber and Data
- Beneficial Occupation – 12 months
- Risk Mitigation – Safety Measures with Respect to Precipitation, Flood and Inundation – 10 years return period

Deductibles:

In respect of loss or damage:

Major Perils shall mean damage caused by storm, rain, tempest, wind, flood, theft, malicious damage, subsidence, collapse, earthquake, testing or commissioning and

Authorized Financial Services Provider
 Registration in South Africa Number 2019/150435/01
 Authorized FSP Licence Number 44889

the consequences of defective design, specification, materials or workmanship (DE4).

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

Contracts with a contract value :	Major perils	Minor perils
0 to R100,000,000 R25,000	R15,000	R100,000,001 to
R250,000,000 R50,000	R15,000	
R250,000,001 to R500,000,000	R100,000	R25,000
R500,000,001 to R1,000,000,000	R150,000	R25,000

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

Electrical Cables, Wiring and Accessories 10% of claim minimum R100,000

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

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

PUBLIC LIABILITY

Cover Provided :

Contract Works Public Liability – cover the Insured's legal liability in respect of loss or damage or injury to third parties arising out of work performed in respect of the Insured Contracts.

Insurer :

Stalker Hutchinson (Santam Limited)

Policy Number:

6000/132335

Territorial Limits :

The Republic of South Africa.

Insured Contracts:

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

- Contracts which at award stage have a value in excess of R 1,000,000,000.
- Contracts with an estimated construction period at award exceeding 48 months but 60 months in respect of contracts awarded prior to 1 April 2020 for rail maintenance contracts For Transnet Freight & Rail and for Transnet Pipeline's logistical support for inline inspections and identification of defects in respect of Transnet's pipeline assets (all excluding Defects Liability/Maintenance period).

- c) Contracts with a Contractual Defects Liability Maintenance Period exceeding 24 months.
- d) Contracts involving construction or erection of petrochemical manufacturing plant(s) but this exclusion shall not apply to pipelines and other associated works undertaken by or on behalf of the Insured.
- e) Contracts in or on any aircraft.

- f) Off-shore contracts - "Off-shore contracts" means all works and installations in the sea or on the seabed and do not constitute normal Wet Risk Contracts like harbours, moles, bridges, wharves or sewage or cooling water intake or outlet facilities, piers, marinas, causeways, breakwaters, jetties, dry docks and offshore pipelines when connected directly to onshore facilities and canal developments. "Off-Shore contracts" shall include oilrigs and oil platforms.

Policy Limits:

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

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

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

General Policy Exclusions :

The policy does not cover:-

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

PROFESSIONAL INDEMNITY

Cover Provided :

Professional Indemnity

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

Insurer :

Stalker Hutchinson (Santam Limited)

Policy Number:

6000/132337

Jurisdiction :

Worldwide excluding North America

Insured Contracts: All contracts (including any undertaking awarded or commenced prior to inception of the period of Insurance) involving design, construction, performance testing and commissioning in respect of the works and shall include capital expenditure, upgrade, modification, maintenance or overhaul, refurbishment, renovation,

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Registration in South Africa Number 2013/150155/07
Authorized FSP Licence Number 44889

retrofitting or alterations and additions to existing facilities undertaken by the Insured or other Insured Parties acting on their behalf but **Excluding**:

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

Limit Of Indemnity:

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

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

Policy Extension Limits Of Indemnity:

Claims Preparation Costs - *R7,500,000 in the aggregate during the policy period of insurance.

Loss of Documents - *R2,000,000 in the aggregate during the policy period of insurance.

Statutory Defence Costs - *R5,000,000 in the aggregate during the policy period of insurance.

Defamation - *R5,000,000 in the aggregate during the policy period of insurance.

Infringement of Copyright - *R5,000,000 in the aggregate during the policy period of insurance.

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

Deductibles:

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

Policy Special Conditions :

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

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

Policy Main Exclusions:

- Excludes all consequential loss other than cost of re-design, rectification and replacement as a consequence of the defect.
- Excludes Supervision.
- Excludes liability arising out of environmental impairment / pollution
- Excludes the cost of removing, nullifying or cleaning-up the effects of environmental impairment/ pollution.
- Excludes war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, any act of terrorism and nuclear risks.
- Excludes fines, penalties, punitive and exemplary damages, multiplication of compensatory damages and/or any other noncompensating damages of any kind.
- Excludes liability from the hazardous nature of asbestos.
- Excludes medical malpractice.
- Excludes failure to meet contractual requirements relating to efficiency, output or durability.
- Excludes failure to meet completion dates
- Excludes the estimation of probable costs other than cost advice and cost planning services normally provided by a Quantity Surveyor or Project manager.
- Excludes incorrect authorisation of payment.
- Excludes breach of any statutory regulation.
- Excludes liability from the insolvency, liquidation or judicial management of the Insured.
- Excludes the certification of value of work executed by any contractor where the Insured has an equity interest in such contractor;
- Excludes liability due to unlawful competition, unfair practices, abuse of monopoly power, cartel activities or breach of a competitions ac
- Sanctions Exclusion
- Grid Failure

Maksure Place, Waterfall Point
Cnr Waterfall & Woodmead Drive
Waterfall City, 2090
Johannesburg South Africa
Tel +27 11 805 0086
Fax 086 762 7356
Email info@maksure.co.za
Web www.maksure.co.za



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

Langa Sigodi

A handwritten signature in black ink, consisting of a long horizontal stroke followed by a loop and a short vertical stroke.

Account Executive: Corporate and Global Markets

Authorised Financial Services Provider

Registration in South Africa Number 2013/150155/07
Authorized FSP Licence Number 44889



ANNEXURE B

LIST OF TRANSNET GUARANTEE ISSUERS

Detection and Mapping of Underground Services at the Port of East London for a period of Four (4) Months

APPROVED GUARANTEE ISSUERS

ABSA BANK LIMITED GROUP
 BANK OF AMERICA, N.A
 BANK OF CHINA LIMITED GROUP
 BARCLAYS BANK PLC GROUP
 BESA MEMBERS
 BNP PARIBAS GROUP
 CHINA CONSTRUCTION BANK GROUP
 CHINA DEVELOPMENT BANK
 CITIBANK GROUP
 CREDIT SUISSE GROUP
 DEUTSCHE BANK GROUP
 FIRSTSTRAND BANK LIMITED GROUP
 GOLDMAN SACHS INTERNATIONAL
 HSBC HOLDINGS GROUP
 INVESTEC BANK LTD
 JPMORGAN CHASE BANK GROUP
 MORGAN STANLEY
 MACQUARIE BANK LIMITED
 NEDBANK LTD
 SOCIETE GENERALE BANK GROUP
 STANDARD BANK GROUP
 STANDARD CHARTERED BANK GROUP
 AFRICAN BANK LTD
 BIDVEST BANK LTD
 CAPITEC BANK LTD
 DISCOVERY BANK LTD
 GRINDROD BANK LTD
 SASFIN BANK LTD

ABN AMRO Bank N.V.
 BANCO BILBAO VIZCAYA ARGENTARIA S.A
 Coöperative Rabobank U.A.
 CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK
 DANSKE BANK
 INDUSTRIAL DEVELOPMENT CORPORATION
 ING Bank N.V.
 KBC BANK
 LANDESBANK BADEN-WUERTTEMBERG
 MIZUHO BANK, LTD
 NATIONAL AUSTRALIA BANK LIMITED
 SKANDINAVISKA ENSKILDA BANKEN
 SUMITOMO MITSUI BANKING CORPORATION
 SVENSKA HANDELSBANKEN AB

AIG SOUTH AFRICA
 CONSTANTIA INSURANCE LTD
 CREDIT GUARANTEE INSURANCE CORPORATION
 GUARDRISK INSURANCE
 HOLLARD INSURANCE COMPANY
 INFINITY INSURANCE
 LOMBARD INSURANCE GROUP
 MUTUAL & FEDERAL
 RENASA INSURANCE COMPANY
 SANTAM
 BRYTE INSURANCE COMPANY LTD



THE CONTRACT

PART C2

Part 2: Pricing Data

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

C2.1 Pricing Instructions: Option A

The *conditions of contract*

How the contract prices work and assesses it for progress payments

Clause 11 in NEC3 Engineering and Construction Contract, June 2005, (with amendments June 2006 and April 2013) (ECC) Option A states:

Identified and defined terms

- 11
- 11.2 (20) The Activity Schedule is the *activity schedule* unless later changed in accordance with this contract.
- (22) Defined Cost is the cost of the components in the Shorter Schedule of Cost Components whether work is subcontracted or not excluding the cost of preparing quotations for compensation events.
- (27) The Price for Work Done to Date is the total of the Prices for
- each group of completed activities and
 - each completed activity which is not in a group
- A completed activity is one which is without Defects which would either delay or be covered by immediately following work.
- (30) The Prices are the lump sums for each of the activities on the Activity Schedule unless later changed in accordance with this contract.

Measurement and Payment

- 1.2.1 The Activity Schedule provides the basis of all valuations of the Price for Work Done to Date, payments in multiple currencies, price adjustments for inflation and general progress monitoring.
- 1.2.2 The amount due at each assessment date is based on **completed activities and/or milestones** as indicated on the Activity Schedule.
- 1.2.3 The Activity Schedule work breakdown structure provided by the *Contractor* 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 *Project Manager* with any additions and/or amendments deemed necessary.
- 1.2.4 The *Contractor'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.
- 1.2.5 The short descriptions in the Activity Schedule are for identification purposes only. All work described in the Works Information is deemed included in the activities.
- 1.2.6 The Activity Schedule is integrated with the Prices, Accepted Programme and where required the forecast rate of payment schedule.

1.2.7 Activities in multiple currencies are separately identified on both the Activity Schedule and the Accepted Programme for each currency.

1.2.8 The tendered total of the prices as stated in the Contract Data is obtained from the Activity Schedule summary. The tendered total of the prices includes for all direct and indirect costs, overheads, profits, risks, liabilities and obligations relative to the Contract.

C2.2 Activity Schedule

The Tenderer details his Activity Schedule below or makes reference to his Activity Schedule and attaches it to this schedule.

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

Item	Description	Unit	Qty	Rate	Amount
1.1	Contractual requirements	Sum	1		
1.2	Site Establishment & De-establishment	Sum	1		
1.3	Health and Safety File	Sum	1		
2	Detection of Services				
2.1	Site activities (GPR, EML, Invert Levels etc.)				
2.1.1	East Bank precinct	ha	41.272		
2.1.2	West Bank precinct	ha	38.257		
2.1.3	Terminus precinct	ha	31.587		
2.1.4	Gately precinct	ha	27.459		
2.2	3D scan of service tunnels (Provisional)	m	2110		
3	Data Processing & Prelim. drawings¹				
3.1.1	East Bank precinct	ha	41.272		
3.1.2	West Bank precinct	ha	38.257		
3.1.3	Terminus precinct	ha	31.587		
3.1.4	Gately precinct	ha	27.459		
3.2	3D scan of service tunnels (Provisional)	m	2110		

¹ Data processing and prelim drawings item shall be paid for once Employer has reviewed and approved preliminary (draft) drawings.

Transnet National Ports Authority

Tender Number: TNPA/2025/09/0004/106220/RFP

Description of the Services: For the Detection and Mapping of Underground Services at the Port of East London for a period of Four (4) Months

Item	Description	Unit	Qty	Rate	Amount
4	Traffic control				
4.1	Traffic accommodation in work area ²	m	385		
5	Reporting				
5.1	Survey Report	Sum	1		
5.2	Final Drawing pack (.dwg & pdf)	Sum	1		
	Total Price to be carried over to the Form of Offer & Acceptance Exclusive of VAT				

² Traffic accommodation along Port Container Road



SECTION 2

SCOPE OF WORK



THE WORKS

PART C3

PART C3: SCOPE OF WORK

PROVISION OF DETECTION AND MAPPING OF UNDERGROUND SERVICES

Document reference	Revision information	Rev No
C3.1	Initial release	Rev. 00
C3.1	Updated key personnel, report deliverables, technical information	Rev. 01

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1. Employer's Objectives

The objective of the Employer is to procure the services of a consultant to provide the detection and mapping of existing underground services. The information will be used for the detailed design of the water and sewer reticulation networks in the Port of East London (Port of E.L).

The water and sewer reticulation networks in the Port of East London were installed at the inception of the Port in the 1970's. The reticulation networks have been in operation for over 50 years and have reached the end of their design life.



Figure 1.1: Port of East London

The scope of work is summarized as follows:

- a) Site establishment and mobilization.
- b) Fulfill and adhere to compliance requirements for health and safety, quality management, risk management, environmental management, monthly reporting, cost and schedule management and interface management.
- c) Identification and classification of all the existing underground services - as indicated on the layout drawing (Annexure A) – on the various surfaces found on site.
- d) Provision of details (route, cover levels, invert levels, depth, and junction positions) of all the existing underground services.
- e) 3 dimensional (3D) of service tunnels.
- f) Provision of a survey report documenting all underground services identified and their details (type, diameter, material, etc.)
- g) Provision of complete AutoCAD and PDF drawings.
- h) Provision of Excel and/or CSV files showing a complete list of points used and their positions (i.e., X, Y, Z coordinates – and lengths where applicable), as per final AutoCAD and PDF drawings.
- i) List of all acronyms, abbreviations, and survey features codes that will be used.
- j) Close out all activities, complete with a full handover of all deliverables in electronic format and associated contractual deliverables.

2. Preliminary and General

2.1. Location, Access, and site conditions

The Port of East London is an automotive, container, liquid bulk and dry bulk free flowing grain handling port situated on the central coastal region of South Africa (latitude: -33.02241, longitude: 27.90989), 1050 km east of Cape Town and 650 km south-west of Durban as shown in Figure 2.1. The Port has a total land area of approximately 138.575 hectares (ha). It is the only commercial river Port situated on the South African coastline.

The Port of East London is bisected by the Buffalo River, primarily separated into the East Bank and the West Bank. The Buffalo River mouth opens into the Indian Ocean. The Port is generally segmented into four areas, as shown in Figure 1.1. The Terminus area is located on the south-eastern side of the Port along the coast. The Gately precinct is located further inland, south-west from the West Bank. The East Bank portion of the Port is utilized for maritime commercial, maritime

engineering, break bulk and container handling. The West Bank is utilized for automotive, dry bulk and liquid bulk handling. Terminus and Gately are utilized for grain storage and liquid bulk processing/storage respectively.



Figure 2.1: Location – Port of East London

The Port area also has supporting infrastructure services which include water and sewer reticulation, stormwater pipes and culverts, medium and high voltage electrical cables, fibre optic network, oil, and gas pipelines etc. which are typical for an industrialized operating environment.

The typical surfaces to be encountered in the Port area include asphalt, concrete (approx. 400mm thick), block paving, gravel, thick grass, and vegetation.

During any excavation work for exploratory pits, the site must always be sufficiently cordoned off and kept in a neat and tidy condition. The Service Provider shall be responsible for rehabilitating the excavated area to its original state upon completion of the works.

2.2. Working in the Port

Collaboration between the appointed Consultant, the Employer and all his representatives and associated stakeholders is essential with respect to carrying out the works in the Port. The site will be operational during the works and as such there may be obstacles which may obstruct the Consultant. The Employer will, to the best of his ability, assist in moving obstacles to carry out the works.

2.3. Underground Service Detection Area

The service detection shall cover the Port of East London land area, measuring 138.575 hectares in extent. Refer to Annexure 1 for the service detection area layout drawing, indicating the full extent of the service detection area.

3. Underground Survey Outcomes

3.1. Underground Service Identification

All underground services including manholes and sumps within the site boundaries are to be identified by type. They are to be classified into the following groups:

- Electrical cables (high voltage, medium voltage and low voltage)
- Telecommunications
- Water
- Sewage
- Stormwater
- Petroleum
- Other/unknown

There are no archived copies of the existing service drawings available. Therefore, it is the responsibility of the Consultant to determine the position of all the existing services. The Employer's CAD Standard (Annexure 2) shall be used to classify the respective CAD Layer properties of the above services.

3.2. Underground Service Orientation

The survey must identify the route/direction of each service within the survey area. GPS coordinates according to the WGS84-Lo27 South African Datum (Hartebeesthoek 94) coordinate system are to be provided, mapping the route of each service identified. The spacing of the co-ordinates is to be taken in 2m intervals along the route of the respective service and at any junction point. All junctions are to be determined such that a direction change in the service is clear. The depth of the service and invert levels are 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 $\pm 30\text{mm}$ (GPS coordinate) and depth is $\pm 10\text{mm}$.

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

3.3. 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
- Limitations and Constraints

3.4. Survey Drawing

A complete set of AutoCAD and PDF 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. PDF drawings shall be scaled accordingly on A0 Sheets to avoid clutter.

AutoCAD drawings should be layered using colours and line types to make the drawings legible. Below are the typical line types/styles and colours that can be used to indicate some of the basic utilities:

Service	Colour
Electrical HV & LV	Red
Telecommunications	Green
Water (Potable or Fire)	Blue
Sewage	Brown
Stormwater	White
Gas/Diesel	Orange
Other/Unknown	(Any other colour except Yellow)

The line types and colours to be used shall be according to TNPA CAD standards attached in Annexure B of this document. In addition to TNPA CAD standards, the Consultant may use typical and non-standard line types as shown in Figure 3.1 and Figure 3.2.

TYPICAL LINE TYPES




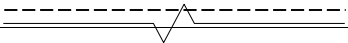


LINE DESCRIPTION	LINE APPEARANCE
1. Centre Line	
2. Solid/Continuous line	
3. Short broken line	
4. Long broken line	
5. Break line	
6. Hatch lines 45°	

Figure 3-1: Typical Line Types


LINE DESCRIPTION	LINE APPEARANCE
1. Electrical power line	——— E ——— E ———
2. Electrical power cable	——— C ——— C ———
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 3-2: Non-standard lines (Optional)

3.5. Services

3.5.1 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. Where blocked manholes are encountered the Consultant must make arrangements for clearing of blocked manholes to collection the necessary information.

3.5.2 Sewage network

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), French drains (including volumes - where applicable). Sewer sumps including related invert, inlet/outlet, and start/stop pump levels. Cover levels and invert levels for all manholes as well as positions and level of the benchmark must be shown. Flow directions must be shown. Where blocked manholes are encountered the Consultant must make arrangements for clearing of blocked manholes to collection the necessary

information.

- Telecommunication line

Positions and depths of underground telecommunications must be indicated.

3.5.3 Stormwater system

Layout of stormwater system, stormwater pipes, culverts and sizes as well as inlet and outlet structures must be shown. Cover levels and invert levels of all structures and manholes must be shown. Direction of flow must be indicated. Where blocked manholes are encountered the Consultant must make arrangements for clearing of blocked manholes to collection the necessary information.

3.5.4 Firefighting equipment

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

3.5.5 Electrical HV & LV Network

Layout of the electrical system, all cables, sizes, substations, mini-substations and kiosks.

3.5.6 Service Clashes

Where service clashes are detected, the order of the services (from top to bottom) shall be clearly shown on the drawing(s).

3.5.7 Service tunnel scanning

A 3D scan of the existing service tunnels should be provided. The tunnels include various services (water, sewer, petroleum, electrical cables, etc.).

3.6. Survey Methodology

The Consultant is requested to submit a proposed methodology to deliver on the scope and outcomes identified in this scope of works. The proposed methodology shall adhere to the following:

- Be non-intrusive and non-destructive (i.e., Ground Penetrating Radar) or mitigate invasiveness (minimize excavation) in the identification of services. If an invasive method is unavoidable (trial pits or exploratory pits or verification pits), the Consultant will be responsible for rehabilitating the affected area to its original state once the work is completed. 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 Consultants staff during the excavation. The trial pits (or exploratory pits) must be accounted for in the pricing by the Consultant.
- The methodology will be assessed based on its compliance with specifications, defined

accuracy and quality of information that can be provided.

4. Cadastral Information

Cadastral information from the Surveyor General's (SG) office must be obtained and converted to relevant survey system (WGS84-Lo27) and superimposed in separate layers (i.e., line work on a separate layer from boundary points) plotted drawings. The requirements of COLTO 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 a co-ordinate list of WGS84-Lo27. All servitude information shall be made available.

5. Service Constraints and Guidelines

5.1. Information format

5.1.1 The survey information shall be supplied in digital format (accessible on AutoCAD). All drawings provided must comply with TNPA CAD Standards - ENG-STD-0001 (Annexure B) as provided in the appendices of this document. No scanned digital information will be allowed.

5.1.2 All annotation on the plan shall be in English.

5.1.3 The plan shall be oriented with North at the top of the drawing.

5.1.4 **Levels** shall be displayed with a point as the decimal point and this point shall be placed at the center of the level and must correspond with the survey shot. All levels shall be in accordance with ENG-STD-0001.

5.1.5 **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.

5.1.6 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.

5.1.7 Levels and descriptions of the level shall be on separate CAD layers.

5.1.8 Coordinate system and datum level:

- All coordinates shall be based upon the WGS system.
- The datum for levels shall be MSL.

5.2. Accuracy and tolerances

- 5.2.1 Invert levels of culverts, manholes, and sumps shall be accurate to $\pm 10\text{mm}$.
- 5.2.2 Total station X + Y values 30mm and Z values 25mm (or sub 10% of depth).

5.3. Integrity of results

- 5.3.1 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.
- 5.3.2 The Employer will scrutinize and check the fieldwork, calculations, drawings, and records to such an extent as he may deem necessary to satisfy himself that the terms of the contract and specifications are met and complied with.

5.4. Deliverables

- 5.4.1. Service Detection Survey Data
 - Data shall be submitted in an electronic format accessible by AutoCAD and Civil Designer.
 - 5.4.2. Tabulation of survey data in Excel and ASCII format, including manhole schedules, survey points and list of benchmarks.
 - 5.4.3. A list showing all descriptions of survey codes used.
 - 5.4.4. Photographs of the site in general and critical areas of concern must be provided in a digital format.
 - 5.4.5. Provision of complete AutoCAD (dwg) and PDF drawings.
 - 5.4.6. Provision of 3D lidar data of the scanned service tunnels.
 - 5.4.7. Provision of a coordinated 3-dimensional model of all existing services identified.
 - 5.4.8. Provision of a survey report documenting all underground services identified and their details (type, diameter, material, etc.). The survey report should include, but not be limited
-

to the following information:

- 5.4.8.1. Executive summary
- 5.4.8.2. Introduction
- 5.4.8.3. Site overview
- 5.4.8.4. Limitations and key challenges
- 5.4.8.5. Project team roles and responsibilities
- 5.4.8.6. Service detection methodology (Desktop, site detection, survey control, site marking, benchmarks, etc.)
- 5.4.8.7. Quality control procedure (incl. checklists, quality assurance and quality control logs)
- 5.4.8.8. Equipment calibration
- 5.4.8.9. Details of services identified
- 5.4.8.10. Critical observations
- 5.4.8.11. Recommendations
- 5.4.8.12. Conclusion

5.5. Mapping presentation

The requirements for the mapping shall comply with COLTO TMH11. All points shall be labelled. All features are to be identified by text notes. Cadastral boundaries are to be shown. The WGS84- Lo27 grid together with values shall be clearly shown.

5.6. Applicable laws and standards

The Consultant in the provision of services shall observe all relevant statutes, by-laws and associated regulations, applicable standards published by the South African Bureau of Standards, the International Organization for Standardization or learned societies and standards of professional conduct, and "best practice", as laid down, or recommended, by their respective professional associations, if any.

5.7. Ownership of data, designs and documents

The Parties shall agree that copyright in the data, design and documents shall, after payments by the Employer of the services to the Consultant, lie with the Employer subject to the Employer's indemnification against any claim from any party that may arise as a result of the Employer's use of

such a document due to the Consultant's infringement of copyright. All documentation shall also be submitted in native format to the Employer.

5.8. Professional Service & key personnel

The level of survey work required shall be that of work which is expected of a qualified surveyor that is professionally registered with the South African Geomatics Council (SAGC) as well an Original Equipment Manufacturer Certified Utility Detection Technician and a candidate Civil Engineer registered with the Engineering Council of South Africa. See Section 8.2.2 for experience requirements.

5.9. Facilities provided by the Employer

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

6. Schedule of quantities

The rates tendered to produce the required service as outlined in the scope of works and specified in TMH11 shall include full compensation for all labour, plant and materials including but not limited to travel, producing and submitting drawings, electronic media and all associated information as required to the offices of the Employer within the agreed stipulated contract period.

Item	Description	Unit	Qty	Rate	Amount
1.1	Contractual requirements	Sum	1		
1.2	Site Establishment & De-establishment	Sum	1		
1.3	Health and Safety File	Sum	1		
2	Detection of Services				
2.1	Site activities (GPR, EML, Invert Levels etc.)				
2.1.1	East Bank precinct	ha	41.272		
2.1.2	West Bank precinct	ha	38.257		
2.1.3	Terminus precinct	ha	31.587		
2.1.4	Gately precinct	ha	27.459		
2.2	3D scan of service tunnels (Provisional)	m	2110		
3	Data Processing & Prelim. drawings¹				
3.1.1	East Bank precinct	ha	41.272		
3.1.2	West Bank precinct	ha	38.257		
3.1.3	Terminus precinct	ha	31.587		
3.1.4	Gately precinct	ha	27.459		
3.2	3D scan of service tunnels (Provisional)	m	2110		
4	Traffic control				
5.1	Traffic accommodation in work area ²	m	385		
5	Reporting				
5.1	Survey Report	Sum	1		
5.2	Final Drawing pack (.dwg & pdf)	Sum	1		
	Total				

¹ Data processing and prelim drawings item shall be paid for once Employer has reviewed and approved preliminary (draft) drawings.

² Traffic accommodation along Port Container Road

Payment for site activities (Item 2.1.1 to 2.1.4) will be made once the preliminary drawings (Item 3.1.1 to Item 3.1.4) have been reviewed and approved by the Employer.

7. Regulatory Requirements

7.1. Health & Safety

7.1.1 The Consultant shall comply with the Health and Safety requirements contained in the Transnet National Ports Authority Health and Safety and Procedural Compliance with the Occupational Health and Safety Act and Applicable Regulations to this Works Information.

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

7.1.3 The Consultant will be required to submit particulars of his Health and Safety Programme within 1 (one) week of the award of tender. Particular requirements of the Employer, if any, will be made known on award of the contract.

7.1.4 The Consultant shall, in particular, comply with the following Act:

- The Compensation for Occupational Injuries and Diseases Act, no.130 of 1993. The Consultant shall produce proof of his registration and good standing with the Compensation Commissioner in terms of the Act and submit with his tender.
- Occupational Health and Safety Act, Act 85 of 1993.
- The Provisional Ordinances and Local Authority, by-laws and all relevant regulations framed there under.
- The Consultant and his employees shall have valid safety inductions when accessing or working on site. Copies of which shall be submitted to the Employer's Agent.
- All personnel working on site must have attended the Health and Safety induction course and be in possession of a permit to access the site.

7.2. Environmental

7.2.1. The Consultant shall at all times comply with the health and safety requirements prescribed by law as they may apply to the services.

- 7.2.2. The Consultant shall provide a Consultant's Environmental Management Plan (CEMP) addressing all the potential impacts of his activities. The Employer's Agent has the right to request additional specific work method statements should in his opinion this be required.
- 7.2.3. The Consultant shall make good all damages to the environment to the satisfaction of the Employer's Agent.
- 7.2.4. The Consultant shall at all times comply with the statutes that prohibit pollution of any kind. These statutes are enacted in the following legislation:
- The National Environmental Management Act, 107/1998
 - The Environmental Conservation Act, 73/1989; and
 - The National Water Act, 36/1998
- 7.2.5. The Consultant shall appoint a responsible person to ensure that no incident shall occur on site that could cause pollution. Where the Consultant was negligent and caused any form of pollution the damage shall be rectified at the Consultant's cost.

7.3. Quality Assurance

- 7.3.1. The onus rests on the Consultant to produce work that will conform in quality and accuracy of detail to the requirements of the Scope of Work. The Consultant must, at his own expense, institute a quality control system and constitute the technical experience, instruments and equipment to ensure adequate supervision and positive control of the works at all times.
- 7.3.2. The Consultant shall submit his proposed Quality Control Procedures (QCP) to the Employer's Agent for approval. Site Access will not be permitted until the QCP is to the Employer's Agent satisfaction.

7.4. Risk Management

- 7.4.1. The Consultant is required to review, familiarize and understand the proposed site including all constraints and Health Safety and Environmental factors.

- 7.4.2. The Consultant is required to consider the safety e.g. of the public, private sector and surroundings and also reflect it in their report.

7.5. Insurance

- 7.5.1. Procedures for making insurance claims can be obtained from the Employer's Agent, if required.

8. Contract Management

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 minimizing the adverse effects of risks and surprises for both parties.

The Contract Data shall indicate who the Employer's Agent is. The Employer's Agent is fully empowered to act on behalf of the Employer for the service covered by the Scope. The Employer's Agent will accept, or not accept, the Consultant's assessment of the amount due in terms of the contract.

8.1. Management and technical meetings

- 8.1.1 Regular meetings of a general nature may be convened and chaired by the Employer's Agent or his delegated representative as and when requested by the Employer's Agent.
- 8.1.2 Technical meetings shall be convened and chaired by the Employer's agent periodically throughout the course of the project, to facilitate progress tracking and resolution of technical matters.
- 8.1.3 All key personnel are required to attend both regular and technical meetings as scheduled by the Employers Agent.

8.2. Management and Key personnel

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

8.2.2 The key professional personnel required for this Contract are as follows:

- South African Geomatics Council Registered Professional Land Surveyor. The Professional Land Surveyor shall have 5 years post registration experience and have demonstrated experience of at least 3 underground service detection projects.
- Original Equipment Manufacturer Certified Utility Detection Technician. The Utility Detection Technician shall have 5 years post certification experience and have demonstrated experience of at least 3 underground service detection projects.
- Civil Engineer registered with the Engineering Council of South Africa as a candidate engineer in terms of the Engineering Professional Act (Act No. 46 of 2000). The Civil Engineer will collaborate with the surveyor and utility detection technician to identify, review and ensure that all the existing underground services depicted are correct. The Civil Engineer must have a minimum of 5 years' experience in the design of civil services such as roads, water & sewer reticulation, stormwater, and pipe & chamber works for electrical and communication cables.

8.3. Document control

The Consultant is responsible for submitting all documentation required by the Contract, via Document Control to the relevant Project Manager, to comply with the requirements of this standard

The Consultant is responsible for setting up and maintaining his own internal Document Control Process to ensure traceability and accountability for all information submitted to the Project Manager, and all information issued to Sub-Consultants.

9. Facilities and Equipment

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.

10. Invoices

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

Invoices are to be delivered/or posted to:

Transnet National Port Authority Admin Building Port of East London

Hely Hutchinson Road Quigney

East London 5211

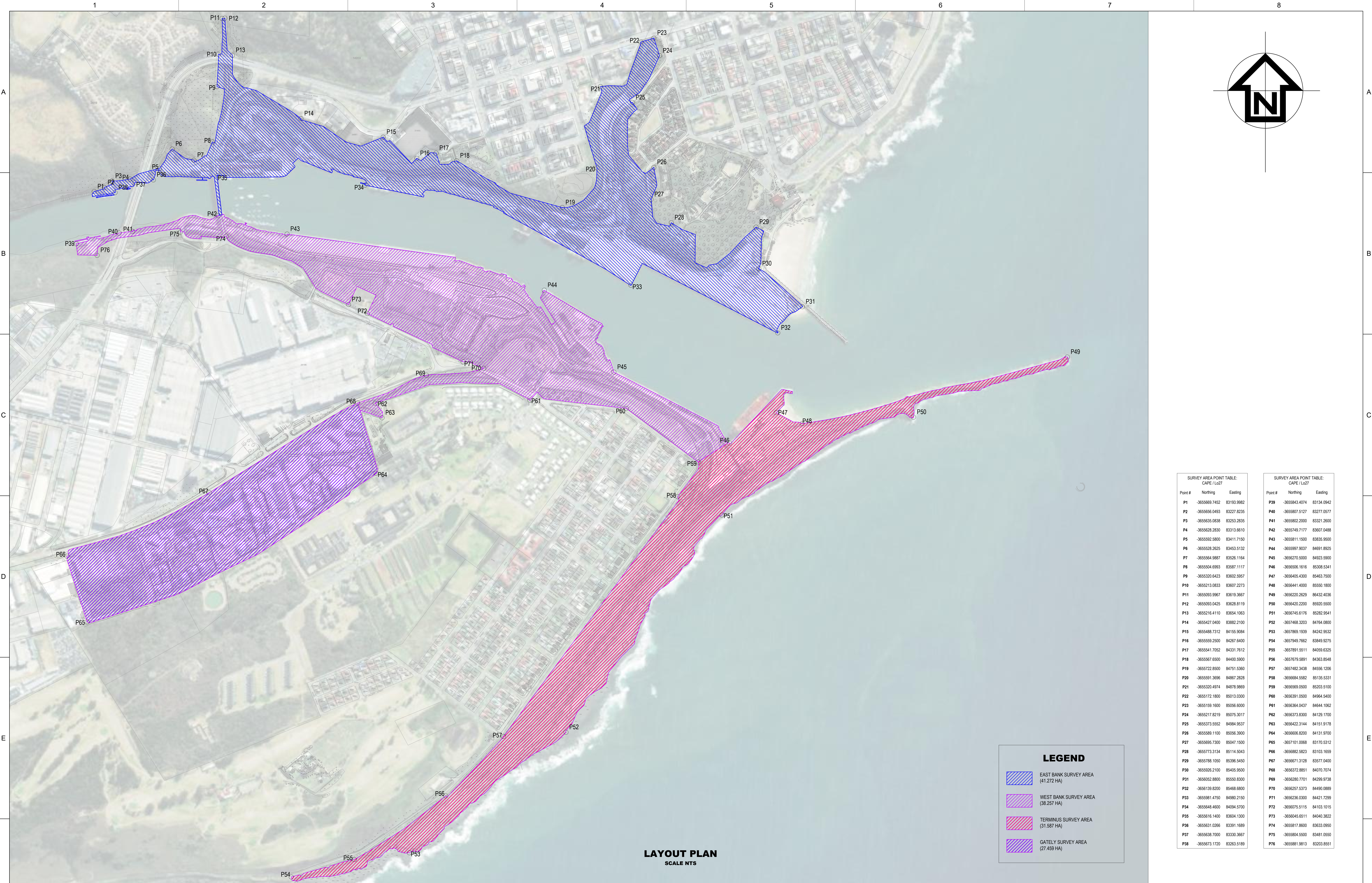
(Attention: Cebolenkosi Mzotho)

Transnet National Ports Authority

Tender Number: TNPA/2025/09/0004/106220/RFP

Description of the Services: For the Detection and Mapping of Underground Services at the Port of East London for a period of Four (4) Months

Annexure 1: Service Detection Area Drawing



LAYOUT PLAN
SCALE NTS

LEGEND

- EAST BANK SURVEY AREA (41.272 HA)
- WEST BANK SURVEY AREA (38.257 HA)
- TERMINUS SURVEY AREA (31.587 HA)
- GATELY SURVEY AREA (27.459 HA)

SURVEY AREA POINT TABLE: CAPE / Lo27			SURVEY AREA POINT TABLE: CAPE / Lo27		
Point #	Northing	Easting	Point #	Northing	Easting
P1	-3655669.7452	83193.9982	P39	-3655843.4074	83134.0942
P2	-3655666.0453	83227.8235	P40	-3655807.5127	83277.0577
P3	-3655635.0838	83253.2835	P41	-3655802.2000	83321.2600
P4	-3655628.2830	83313.6610	P42	-3655749.7177	83607.0488
P5	-3655592.5800	83411.7150	P43	-3655811.1500	83835.9500
P6	-3655528.2625	83453.5132	P44	-3655997.9037	84691.8925
P7	-3655564.9887	83526.1164	P45	-3656270.5000	84923.5900
P8	-3655504.6993	83587.1117	P46	-3655506.1616	85308.5341
P9	-3655320.6423	83602.5957	P47	-3656405.4300	85463.7500
P10	-3655213.0833	83607.2273	P48	-3656441.4000	85550.1800
P11	-3655093.9967	83619.3667	P49	-3656220.2629	86432.4036
P12	-3655093.0425	83628.8119	P50	-3656420.2200	85920.5500
P13	-3655216.4110	83654.1063	P51	-3656745.6176	85282.9541
P14	-3655427.0400	83882.2100	P52	-3657468.3203	84764.0800
P15	-3655488.7312	84155.9084	P53	-3657869.1939	84242.9532
P16	-3655569.2500	84267.6400	P54	-3657949.7662	83849.9275
P17	-3655541.7052	84331.7612	P55	-3657891.5511	84059.6325
P18	-3655567.6500	84400.5900	P56	-3657679.5891	84363.8548
P19	-3655722.8500	84751.5360	P57	-3657482.3438	84556.1206
P20	-3655591.3696	84867.2828	P58	-3656884.5582	85135.5331
P21	-3655320.4974	84878.9869	P59	-3656569.0500	85203.5100
P22	-3655172.1800	85013.0300	P60	-3656391.0500	84964.5400
P23	-3655159.1600	85056.6000	P61	-3656364.0437	84644.1062
P24	-3655217.8219	85075.3017	P62	-3656373.8300	84129.1700
P25	-3655373.5552	84984.9537	P63	-3656422.3144	84151.9178
P26	-3655589.1100	85056.3900	P64	-3656806.8200	84131.9700
P27	-3655685.7300	85047.1500	P65	-3657101.0068	83170.5312
P28	-3655773.3134	85114.5043	P66	-3656882.5823	83103.1659
P29	-3655788.1050	85396.5450	P67	-3656671.3128	83577.0400
P30	-3655526.2100	85405.9500	P68	-3655372.8851	84070.7074
P31	-3656052.8800	85550.8300	P69	-3656280.7701	84299.9738
P32	-3656139.8200	85468.6800	P70	-3656257.5373	84490.0889
P33	-3655981.4750	84980.2150	P71	-3656236.0300	84421.7299
P34	-3655648.4600	84094.5700	P72	-3656075.5115	84103.1015
P35	-3655616.1400	83604.1300	P73	-3656045.6511	84040.3822
P36	-3655631.0266	83391.1689	P74	-3655817.8600	83633.0950
P37	-3655638.7000	83330.3667	P75	-3655804.5500	83481.0550
P38	-3655673.1720	83263.5189	P76	-3655881.9813	83203.8551

<p>NOTES</p> <p>1. DO NOT SCALE DRAWING - ONLY DIMENSIONS SHOWN TO BE USED.</p> <p>2. THE CONTRACTOR SHALL VERIFY ALL CONDITIONS, DIMENSIONS AND LEVELS ON THE SITE AND NOTIFY THE NEC SUPERVISOR OF ANY VARIATIONS BEFORE CONSTRUCTION.</p> <p>3. ALL LEVELS ARE IN METERS TO MEAN SEA LEVEL</p>		<p>C ISSUED FOR CLIENT REVIEW MT YM SN 04-12-2024</p> <p>B ISSUED FOR INTERNAL REVIEW MT YM SN 03-12-2024</p> <p>NO. DESCRIPTION BY CHKD APPD DATE</p> <p>REVISIONS</p> <p>This Document including all design and information therein is Confidential Intellectual Property of Transnet. Copyright and all other rights are reserved by Transnet. This Document may only be used for its intended purpose.</p>		<p>PRIVATE OPERATOR LOGO</p>		<p>CONSULTANTS ENGINEERS LOGO</p>		<table><tr><th colspan="4">CONTRACTOR / CONSULTANT</th><th colspan="4">TRANSNET NATIONAL PORTS AUTHORITY</th></tr><tr><th>TITLE</th><th>NAME</th><th>SIGN</th><th>DATE</th><th>TITLE</th><th>NAME</th><th>SIGN</th><th>DATE</th></tr><tr><td>DRAWN</td><td>-</td><td>-</td><td>04 12 24</td><td>DRAWN</td><td>MT</td><td>-</td><td>04 12 24</td></tr><tr><td>CHECKED</td><td>YM</td><td>-</td><td>04 12 24</td><td>CHECKED</td><td>YM</td><td>-</td><td>04 12 24</td></tr><tr><td>DESIGNED</td><td>-</td><td>-</td><td>03 12 24</td><td>DESIGNED</td><td>MT</td><td>-</td><td>03 12 24</td></tr><tr><td>CHECKED</td><td>-</td><td>-</td><td>03 12 24</td><td>CHECKED</td><td>SN</td><td>-</td><td>03 12 24</td></tr><tr><th colspan="4">PR. ENG. / PR. TECH. / PR. ARCH</th><th colspan="4">PR. ENG. / PR. TECH. / PR. ARCH</th></tr><tr><td>NAME</td><td>XX</td><td>DATE</td><td>-</td><td>NAME</td><td>SEKELA NOLAMLA</td><td>DATE</td><td>04 12 24</td></tr><tr><td>SIGNATURE</td><td>-</td><td>-</td><td>-</td><td>SIGNATURE</td><td>-</td><td>-</td><td>-</td></tr><tr><td>REG. NUMBER</td><td>XXXXX</td><td>NO.</td><td>-</td><td>REG. NUMBER</td><td>-</td><td>NO.</td><td>-</td></tr><tr><td>TITLE</td><td>-</td><td>-</td><td>-</td><td>TITLE</td><td>-</td><td>-</td><td>-</td></tr><tr><td>SCALE</td><td>AS SHOWN</td><td>-</td><td>-</td><td>PAPER SIZE</td><td>-</td><td>-</td><td>-</td></tr><tr><td>TRANSNET DRG. NO.</td><td>-</td><td>-</td><td>-</td><td>REV</td><td>00</td><td>-</td><td>-</td></tr><tr><td colspan="4">TBC00000 - 000 - 00</td><td colspan="4">PROJECT DRG. NO. XXXX.X-XXXX - NNN - A - AA - NNNN - NN</td></tr></table>		CONTRACTOR / CONSULTANT				TRANSNET NATIONAL PORTS AUTHORITY				TITLE	NAME	SIGN	DATE	TITLE	NAME	SIGN	DATE	DRAWN	-	-	04 12 24	DRAWN	MT	-	04 12 24	CHECKED	YM	-	04 12 24	CHECKED	YM	-	04 12 24	DESIGNED	-	-	03 12 24	DESIGNED	MT	-	03 12 24	CHECKED	-	-	03 12 24	CHECKED	SN	-	03 12 24	PR. ENG. / PR. TECH. / PR. ARCH				PR. ENG. / PR. TECH. / PR. ARCH				NAME	XX	DATE	-	NAME	SEKELA NOLAMLA	DATE	04 12 24	SIGNATURE	-	-	-	SIGNATURE	-	-	-	REG. NUMBER	XXXXX	NO.	-	REG. NUMBER	-	NO.	-	TITLE	-	-	-	TITLE	-	-	-	SCALE	AS SHOWN	-	-	PAPER SIZE	-	-	-	TRANSNET DRG. NO.	-	-	-	REV	00	-	-	TBC00000 - 000 - 00				PROJECT DRG. NO. XXXX.X-XXXX - NNN - A - AA - NNNN - NN				<p>Transnet National Ports Authority</p> <p>PORT OF EAST LONDON</p> <p>BULK INFRASTRUCTURE UPGRADE:</p> <p>LAYOUT DRAWING FOR TOPOGRAPHIC AND UNDERGROUND SERVICE DETECTION SURVEY</p> <p>PROJECT DRG. NO. XXXX.X-XXXX - NNN - A - AA - NNNN - NN</p> <p>REV 00</p>	
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Transnet National Ports Authority

Tender Number: TNPA/2025/09/0004/106220/RFP

Description of the Services: For the Detection and Mapping of Underground Services at the Port of East London for a period of Four (4) Months

Annexure 2: TNPA (Employer's) CAD Standards

Note: If hardcopy, check electronic system for latest revision

6 May 2010

Transnet Capital Projects: Project Development and Execution: Engineering

CAD Standards

ENG-STD-0001

Prepared by:



Drawing Standards Committee
(Chairman: Ketan Bindapersad)

20 SEPT 2010

Date

Reviewed by:

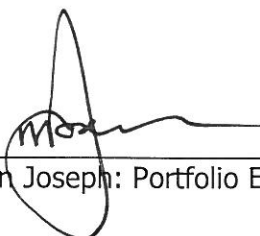


Engineering Management
(Represented by Ashley Haridas)

2011/09/20

Date

Approved by:



Mervin Joseph: Portfolio Executive: Engineering

20/09/2011

Date

00	20.09.10	Issued for Use
Rev No.	Date	Revision Details

Note: If hardcopy, check electronic system for latest revision

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Note: If hardcopy, check electronic system for latest revision

1. Purpose

The purpose of this document is to ensure that all CAD files and drawings are created in a logical and consistent format, and in a manner reflecting consistent design practice during the execution of the Projects within Transnet Capital Projects.

2. Scope

This standard applies to all PD&E and engineering personnel within Transnet Capital Projects, as well as external contractors and consultants appointed by PD&E, whom are responsible for developing, creating and issuing drawings.

All Engineering staff, contractors and consultants that are involved in the production of drawings for TCP, will be issued with this standard and must ensure compliance. It is noted that where fabrication shop details are required, it is not necessary for the contractor to comply with these standards and their own CAD packages may be used.

General drawing practice shall comply with current discipline-specific South African Standards.

In certain cases clients may prescribe standards different from this document.

3. References

- ISO 9001: Quality management systems- Requirements
- SANS 10144: Detailing of steel reinforcement for concrete
- SANS 10143: Building Drawing Practice
- SANS 1044-2: Welding Part II: Symbols
- SANS 10111: Engineering Drawing Part 1,2 and 3
- SANS 282: Bending dimensions of bars for concrete reinforcement
- South African Institute of Steel Construction (SAISC) Standard
- SYS-P-0001: Transnet Programme Numbering/Codification Procedure
- BS 3939: Graphical symbols for electrical power, telecommunications and electronic diagrams
- BBB0041: Preparation of Drawings for Transnet Freight Rail
- BBB4354 : Preparation of signalling documents
- BBD 5371 : CAD Standard for technical Documentation
- SANS NRS 1002 : Graphical symbols for Electrical Diagrams
- CSE Z 148: Symbols for Signalling

Note: If hardcopy, check electronic system for latest revision

- Transnet Bridge Code 1983
- BBB4354: Technical asset life cycle management configuration management
- ENG-P-0105: Engineering Drawings

4. Responsibility

Administrators of the Drawing Standards are responsible for monitoring the implementation of the Standards and ensuring adherence to the Standards.

Any proposed changes to the Drawing Standards must be reviewed by the Drawing Standards Committee, as constituted from time to time by the Portfolio Executive, Engineering. Final approval vests in the Portfolio Executive Engineering.

5. Procedure

This standard should be read together with Engineering Procedure ENG-P-0105: Engineering drawings

6. Drawing Standard

6.1 Glossary of Terms

2D	Two Dimensional
3D	Three Dimensional
CAD	Computer Aided Design
DGN	MicroStation format graphics files and suffix
DWG	AutoCAD format graphics files and suffix
NTS	Not to Scale

6.2 Software

Only the most current versions of AutoCad and Microstation are to be used.

6.3 Units

All drawings will conform to SI units (Systems International)

Note: If hardcopy, check electronic system for latest revision

6.4 Language

All notes, comments and text will be in the English language (UK Standard)

All instructions on a drawing shall be in the imperative tense i.e.: Pipe to be cut, connection to be welded.

6.5 Templates

A template with all title blocks, text attributes, layer or level controls must be used when starting a new drawing. Templates are set up for each specific discipline i.e. Civil must use their specific templates, Architects their specific template etc. These discipline specific templates contain the discipline specific layer or level control.

Drawings/models must be done in model space. Viewports must then be created in the paper space at the required scale.

Notes must be done in paper space i.e. on the actual drawing sheet.

6.6 Drawing sizes

Designation	Trimmed Size
A0	841 x 1189
A1	594 x 841
A2	420 x 594
A3	297 x 420
A4	210 x 297

Long drawings, where necessary for wiring/circuit diagrams, cable run diagrams, track layouts etc. shall be prepared with widths equal to the widths of "A" series sheets, as required.

6.7 Scales

The requirements of scale settings are as follow:

When using model space, the design must always be full size, i.e. active scale = 1:1.
The title block shall not be scaled.

The viewport will be created on the drawing sheet (in paper space) and scaled to the required scale, rather than trying to scale the drawing sheet to a scale.

Note: If hardcopy, check electronic system for latest revision

In the case of non-dimensional drawings such as diagrammatic drawings, the viewport must be scaled to suit the drawing sheet.

Different vertical and horizontal scales may be chosen in order to exaggerate a profile or to clarify thin layers of a section.

The preferred scales are:

1:1	1:2	1:5
1:10	1:25	1:50
1:100	1:20	1:500
1:1000	1:200	1:5000
1:10000	1:2000	1:50000
1:100000	1:20000	

6.8 Text Attributes

All text shall be in Arial font, with a width factor of 0.7mm

Layer	Colour	Line type	Line weight	Plot style	Use/description
T2	WHITE	CONT	0.25	MONO	General text 2.5mm
T3	YELLOW	CONT	0.35	MONO	General text 3.5mm
T5	RED	CONT	0.50	MONO	General text 5.0mm
T7	GREEN	CONT	0.70	MONO	General text 7.0mm

Note: If hardcopy, check electronic system for latest revision

6.9 Dimensioning

All detailed dimensions shall be in millimetres

All elevations shall be in metres up to 3 decimal places, and clearly indicated, i.e.:

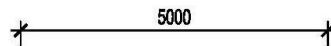
EL 23.000 m

Co-ordinates shall be stated in metres to 3 decimal places.

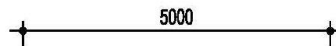
Dimensioning must be done whilst in paper space, in an **active** viewport. This is done so that the dimension size will always be consistent in scale i.e. it will be relative in scale to the scale that the viewport is set at.

Dimensions are not to be exploded.

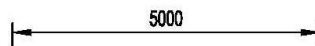
Examples:



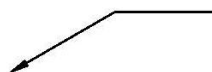
Dimension with oblique line



Dimension with dot



Dimension with arrow



Leader

6.10 Hatching

All hatching to be done in accordance with SANS 10143

Note: If hardcopy, check electronic system for latest revision

6.11 Layer Control

Standard layers with their own identities will be used in all drawings. The following categories apply:

1. Common layers (without discipline prefix)
2. Architectural layers (A_)
3. Civil layers (C_)
4. Structural layers (S_)
5. Electrical, light and power layers (E_)
6. Mechanical layers (M_)
7. Overhead Track Equipment layers (O_)
8. Signal layers (N_)
9. Telecommunications layers (V_)
10. Bridge layers (B_)
11. Water layers (W_)
12. Perway layers (P_)
13. G.I.S. / Land surveying layers

There are no specific layers set out in this document; save to say that text and all different objects and features must be named in its own layer.

Should further Layers or Levels be required the discipline specific prefix should be used.

COMMON LAYERS						
LAYER NAME	DESCRIPTION	COLOUR	LINE TYPE	LINE WEIGHT	PLOT STYLE	PLOT
0	STANDARD LAYER	WHITE	CONT	0.25	MONO	YES
DIMS	DIMENSIONS (PER SCALE)	WHITE	CONT	0.25	MONO	YES
HATCH	GENERAL HATCHING	11	CONT	0.18	MONO	YES
HATCH- 252	HATCHING IN COLOUR 252	252	CONT	DEFAULT	COLOUR	YES
HATCH- 254	HATCHING IN COLOUR 254	254	CONT	DEFAULT	COLOUR	YES
T2	GENERAL TEXT 2.5mm	WHITE	CONT	0.25	MONO	YES
T3	GENERAL TEXT 3.5mm	YELLOW	CONT	0.35	MONO	YES
T5	GENERAL TEXT 5.0mm	RED	CONT	0.50	MONO	YES
T7	GENERAL TEXT 7.0mm	GREEN	CONT	0.70	MONO	YES
VPORT	VIEWPORTS IN LAYOUTS	254	CONT	DEFAULT	NORMAL	NO
FRAME	TITLE BLOCK FRAME	WHITE	CONT	0.25	MONO	YES
LOGOS	LOGO LAYER	WHITE	CONT	0.25	MONO	YES

Note: If hardcopy, check electronic system for latest revision

ARCHITECTURE						
LAYER NAME	DESCRIPTION	COLOUR	LINE TYPE	LINE WEIGHT	PLOT STYLE	PLOT
A_BR-N	NEW BRICKWALLS	RED	CONT	0.5	MONO	YES
A_BR-X	EXTG BRICKWALLS	YELLOW	CONT	0.35	MONO	YES
A_CONC-N	NEW CONCRETE	GREEN	CONT	0.7	MONO	YES
A_CONC-X	EXTG CONCRETE	YELLOW	CONT	0.35	MONO	YES
A_DOOR	DOORS	MAGENTA	CONT	0.18	MONO	YES
A_FIT	FITTINGS	CYAN	CONT	0.18	MONO	YES
A_FLFIN	FLOOR FINISH	8	CONT	0.13	MONO	YES
A_GRID	GRIDLINES	9	CENTRE	0.18	MONO	YES
A_HIDE	HIDDEN LINES	CYAN	HIDDEN	0.18	MONO	YES
A_PART-N	NEW PARTITIONS	BLUE	CONT	0.7	MONO	YES
A_PART-X	EXTG PARTITIONS	YELLOW	CONT	0.35	MONO	YES
A_REM	DEMOLISH/REMOVE	9	DASHED	0.18	MONO	YES
A_WIN	WINDOWS	MAGENTA	CONT	0.18	MONO	YES
G1	GENERAL 0.18	11	CONT	0.18	MONO	YES
G2	GENERAL 0.25	WHITE	CONT	0.25	MONO	YES
G3	GENERAL 0.35	YELLOW	CONT	0.35	MONO	YES
G5	GENERAL 0.5	RED	CONT	0.5	MONO	YES
G7	GENERAL 0.7	BLUE	CONT	0.7	MONO	YES
H	HATCH	11	CONT	0.18	MONO	YES
H-252	SOLID HATCH/INFILL	252	CONT	0.25	COLOUR	YES
H-254	SOLID HATCH/INFILL	254	CONT	0.25	COLOUR	YES
A_SITE	SITE AND LOCALITY PLANS	RED	CONT	0.18	MONO	YES
A_DIM	DIMENSIONS	RED	CONT	0.18	MONO	YES
A_BR-N2	CAVITIES	RED	CONT	0.18	MONO	YES
A_SEW	DRAINAGE PLAN	GREEN	CONT	0.40	MONO	YES
A_SW	STORMWATER PLAN & SECTION	RED	CONT	0.18	MONO	YES
A_BL	BUILDING LINE	8	HIDDEN	0.13	MONO	YES

CIVIL						
NAME	DESCRIPTION	COLOUR	LINE TYPE	LINE WEIGHT	PLOT STYLE	PLOT
C_BENCH	BENCH MARKS	WHITE	CONT	0.25	MONO	YES
C_BLD-N	PROPOSED BUILDINGS	GREEN	CONT	0.35	MONO	YES
C_BLD-X	EXISTING BUILDINGS	RED	CONT	0.18	MONO	YES
C_BRG-N	PROPOSED BRIDGES	GREEN	CONT	0.35	MONO	YES
C_BRG-X	EXISTING BRIDGES	RED	CONT	0.18	MONO	YES
C_CHAIN	CHAINGE	MAGENTA	CONT	0.15	MONO	YES
C_CONC	CONCRETE SURFACING	GREEN	CONT	0.35	MONO	YES
C_CONC-B	CONCRETE BELOW GROUND LEVEL	YELLOW	DASH	0.25	MONO	YES
C_CRANE	CRANE RAILS & EQUIPMENT	YELLOW	CONT	0.25	MONO	YES



Note: If hardcopy, check electronic system for latest revision

CIVIL						
NAME	DESCRIPTION	COLOUR	LINE TYPE	LINE WEIGHT	PLOT STYLE	PLOT
C_CULV-N	PROPOSED CULVERTS	GREEN	CONT	0.35	MONO	YES
C_CULV-X	EXISTING CULVERTS	MAGENTA	CONT	0.15	MONO	YES
C_FNC-PA-X	EXISTING FENCING- PALISADE	MAGENTA	FENCE2	0.15	MONO	YES
C_FNC-PC-X	EXISTING FENCING- PRECAST CONCRETE	MAGENTA	DIVIDE	0.15	MONO	YES
C_FNC-ST-X	EXISTING FENCING-STEEL/WIRE	CYAN	FENCE3	0.25	MONO	YES
C_FNC-PA-N	FENCING-PALISADE	YELLOW	FENCE2	0.25	MONO	YES
C_FNC-PC-N	FENCING-PRECAST CONCRETE	YELLOW	DIVIDE	0.25	MONO	YES
C_FNC-ST-N	FENCING-STEEL/WIRE	YELLOW	FENCE3	0.25	MONO	YES
C_FORM-N	PROPOSED FORMATION	4	CONT	0.70	MONO	YES
C_FORM-X	EXISTING FORMATION	41	CONT	0.25	MONO	YES
C_GRID	GRID LINES	251	CONT	0.01	MONO	YES
C_GR-LN	GROUND LINE	MAGENTA	DASH	0.15	MONO	YES
C_KERB-N	PROPOSED KERBING	GREEN	CONT	0.35	MONO	YES
C_KERB-X	EXISTING KERBING	MAGENTA	CONT	0.15	MONO	YES
C_PAV	PAVING	WHITE	CONT	0.25	MONO	YES
C_PREM	PREMIX SURFACING	YELLOW	CONT	0.25	MONO	YES
C_RD-M	PROPOSED ROAD MARKINGS	WHITE	CONT	0.25	MONO	YES
C_RD-N	EXISTING ROAD MARKINGS	251	CONT	0.01	MONO	YES
C_REM	REMOVED/DEMOLISHED CIVIL WORKS	251	HIDDEN	0.01	MONO	YES
C_RES	RESERVOIRS	YELLOW	CONT	0.25	MONO	YES
C_RET	RETAINING STRUCTURES	GREEN	CONT	0.35	MONO	YES
C_SERV	SERVITUDES	93	DASHED2	0.25	MONO	YES
C_SEW-N	PROPOSED SEWER	40	DASH/DOT	0.50	MONO	YES
C_SEW-X	EXISTING SEWER	41	DASH/DOT	0.25	MONO	YES
C_SHORE	SHORE LINE, QUAY WALLS	CYAN	CONT	0.25	MONO	YES
C_SIGN-N	PROPOSED SIGNAGE	WHITE	CONT	0.25	MONO	YES
C_SIGN-X	EXISTING SIGNAGE	251	CONT	0.01	MONO	YES
C_SW-N	PROPOSED STORMWATER	150	DIVIDE	0.50	MONO	YES
C_SW-TXT-N	PROPOSED STORMWATER TEXT	2	CONT	0.25	MONO	YES
C_SW-X	EXISTING STORMWATER	151	DIVIDE	0.25	MONO	YES
C_SW-TXT-X	EXISTING STORMWATER TEXT	MAGENTA	CONT	0.15	MONO	YES
C_STEEL	STEEL STRUCTURES	YELLOW	CONT	0.25	MONO	YES
C_SLEV	SLEEVE PIPES	WHITE	DASH	0.25	MONO	YES
C_TR-CUR	CURVE DATA	WHITE	CONT	0.25	MONO	YES
C_TR-N	PROPOSED RAIL TRACKS	CYAN	CONT	0.50	MONO	YES
C_TR-X	EXISTING RAIL TRACKS	251	CONT	0.01	MONO	YES
C_TR-T	TEMPORARY RAIL TRACKS	YELLOW	CONT	0.25	MONO	YES
C_TUN-N	PROPOSED TUNNELS	102	DASH	0.70	MONO	YES
C_TUN-X	EXISTING TUNNELS	101	DASH	0.25	MONO	YES
C_WR-N	PROPOSED WATER (PIPES/FITTINGS)	80	BORDER	0.50	MONO	YES
C_WR-X	EXISTING WATER (PIPES/FITTINGS)	81	BORDER	0.25	MONO	YES



Transnet Capital Projects

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CIVIL						
NAME	DESCRIPTION	COLOUR	LINE TYPE	LINE WEIGHT	PLOT STYLE	PLOT
C_BB	BANK BOTTOM EXISTING	35	HIDDEN	0.25	MONO	YES
C_BT	BANK TOP EXISTING	35	DASHED	0.25	MONO	YES
C_BA	BANK BATTER EXISTING	35	CONT	0.25	MONO	YES
C_BB-N	BANK BOTTOM NEW	41	HIDDEN	0.25	MONO	YES
C_BT-N	BANK TOP NEW	41	DASHED	0.25	MONO	YES
C_BA-N	BANK BATTER NEW	41	CONT	0.25	MONO	YES
C_SHORE	SHORE LINE	CYAN	CONT	0.25	MONO	YES
C_QUAY	QUAY WALL	GREEN	CONT	0.25	MONO	YES
C_FIRE-E	FIRE EQUIPMENT	RED	CONT	0.25	MONO	YES
C_FIRE-P	FIRE SUPPLY PIPING	RED	DASHDOT	0.25	MONO	YES

STRUCTURES						
NAME	DESCRIPTION	COLOUR	LINE TYPE	LINE WEIGHT	PLOT STYLE	PLOT
S_STEEL1	DETAIL1:5/1:10	GREEN	CONT	0.7	MONO	YES
S_STEEL2	PLAN/SECT/ELEV	WHITE	CONT	0.5	MONO	YES
S_STEEL3	DET/PLAN/SECT	YELLOW	DASHED	0.25	MONO	YES
S_STEEL4	DETAIL1:2	CYAN	CONT	1.2	MONO	YES
S_STEEL5	PLAN/SECT/ELEV	RED	CONT	0.18	MONO	YES
S_STEEL6	PLAN/SECT/ELEV	RED	DASHED	0.18	MONO	YES
S_STEEL7	PLAN/SECT/ELEV	RED	CENTRE	0.18	MONO	YES
S_STEEL8	DETAILS	YELLOW	DASHED	0.25	MONO	YES
S_STEEL9	EXISTING	RED	DASH/DOT	0.18	MONO	YES
S_STEEL10	EXISTING	YELLOW	DASH/DOT	0.25	MONO	YES
S_STEEL11	PLAN/SECT/ELEV	YELLOW	CONT	0.25	MONO	YES
S_STEEL12	PLAN/SECT/ELEV	YELLOW	CENTRE	0.18	MONO	YES
S_STEEL13	DETAILS	WHITE	DASHED	0.05	MONO	YES
S_CONC1	FOUND/PLAN	GREEN	CONT	0.7	MONO	YES
S_CONC2	REBAR DETAIL	GREEN	CONT	0.7	MONO	YES
S_CONC3	REBAR FOUND	YELLOW	CONT	0.25	MONO	YES
S_CONC4	REBAR FOUND	YELLOW	DASHED	0.25	MONO	YES
S_CONC5	REBAR FOUND	WHITE	CONT	0.5	MONO	YES
S_CONC6	REBAR FOUND	WHITE	DASHED	0.5	MONO	YES
S_CONC7	REBAR FOUND	RED	CENTRE	0.18	MONO	YES
S_CONC8	REBAR FOUND	BLUE	CONT	1.0	MONO	YES
S_WALLS	WALLS	RED	CONT	0.18	MONO	YES
S_HATCH	PROPOSED HATCH	8	CONT	0.01	MONO	YES
S_HATCH EX	EXISTING HATCH	15	Cont	0.065	MONO	YES
S_SLABLINE	SLAB LINE	MAGENTA	Cont	0.18	MOMO	YES
S_REBAR	REBAR	CYAN	CONT	0.50	MONO	YES

Note: If hardcopy, check electronic system for latest revision

STRUCTURES						
NAME	DESCRIPTION	COLOUR	LINE TYPE	LINE WEIGHT	PLOT STYLE	PLOT
S_COLUMN	COLUMN PLAN	GREEN	CONT	0.35	MONO	YES
S_CONC SECT	CONCRETE SECTION	CYAN	CONT	0.5	MONO	YES
S_CONC SECT	CONCRETE SECTION HATCH	8	CONT	0.01	MONO	YES
S_REBAR	REBAR SECTION	RED	CONT	0.18	MONO	YES
S_DIMENSIO	DIMENSION	RED	CONT	0.18	MONO	YES
S_BEAM_DS	BEAM DS	BLUE	CONT	0.7	MONO	YES
S_BEAM_US	BEAM US	BLUE	CONT	0.7	MONO	YES

ELECTRICAL, LIGHT AND POWER						
NAME	DESCRIPTION	COLOUR	LINE TYPE	LINE WEIGHT	PLOT STYLE	PLOT
E_CABLE	ELECTRICAL CABLES BELOW SURFACE	222	ELEC-1	0.35	MONO	YES
E_CDUCT	DOWN CONDUCTORS	BLUE	CONT	0.70	MONO	YES
E_COND	CONDUITS	WHITE	DASH	0.25	MONO	YES
E_DBOARD	DISTRIBUTION BOARDS	YELLOW	CONT	0.35	MONO	YES
E_EARTH	EARTH SPIKE	RED	CONT	0.50	MONO	YES
E_EX	EXISTING ELECTRICAL	9	CONT	0.18	SCREEN60	YES
E_LUM	LUMINAIRES	RED	CONT	0.50	MONO	YES
E_PSKIRT	POWER SKIRTING	245	DASH	2.00	MONO	YES
E_REM	REMOVED/OBSOLETE ELEC ITEMS	CYAN	DASH	0.25	MONO	YES
E_SW-SOC	LIGHT SWITCHES, SOCKET OUTLETS	WHITE	CONT	0.25	MONO	YES
E_WIRE	ELECTRICAL WIRING	YELLOW	CONT	0.35	MONO	YES
E_ELP	ELECTRICAL LIGHT POLE	RED	CONT	0.25	MONO	YES
E_HLM	HIGH LIGHT MAST	RED	CONT	0.25	MONO	YES

MECHANICAL						
NAME	DESCRIPTION	COLOUR	LINE TYPE	LINE WEIGHT	PLOT STYLE	PLOT
M_AIRCON	AIRCONDITIONERS	MAGENTA	CONT	0.25	MONO	YES
M_DUCT	AIRCON DUCTING	WHITE	CONT	0.25	MONO	YES
M_FANS	EXTRACTOR & CEILING FANS	CYAN	CONT	0.25	MONO	YES

OVERHEAD TRACK EQUIPMENT						
NAME	DESCRIPTION	COLOUR	LINE TYPE	LINE WEIGHT	PLOT STYLE	PLOT
O_STRC-X	EXISTING STRUCTURES	WHITE	CONT	0.25	MONO	YES
O_STRC-N	PROP. STRUCTURES	RED	CONT	0.50	MONO	YES
O_MOFF-X	EXISTING MAKE OFF WIRES	WHITE	CONT	0.70	MONO	YES

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OVERHEAD TRACK EQUIPMENT						
NAME	DESCRIPTION	COLOUR	LINE TYPE	LINE WEIGHT	PLOT STYLE	PLOT
O_MOFF-N	PROP MAKE OFF WIRES	RED	CONT	0.50	MONO	YES
O-EARTH-X	EXISTING EARTH WIRE	WHITE	CONT	0.18	MONO	YES
O-EARTH-N	PROP EARTH WIRE	BLUE	DASH	0.30	MONO	YES
O-TLINE-X	EXISTING TRANS -MISSION LINE	WHITE	CONT	0.50	MONO	YES
O-TLINE-N	PROP TRANS -MISSION LINE	GREEN	CONT	0.35	MONO	YES
O_NEG RET-X	EXISTING NEG. RETURN	WHITE	C-DOT	0.35	MONO	YES
O_NEG RET-N	PROP NEG. RETURN	BLUE	C-DOT	0.50	MONO	YES

SIGNALS						
NAME	DESCRIPTION	COLOUR	LINE TYPE	LINE WEIGHT	PLOT STYLE	PLOT
N_EQ-N	PROPOSED SIGNAL EQUIPMENT	232	CONT	0.50	MONO	YES
N_EQ-X	EXISTING SIGNAL EQUIPMENT	231	CONT	0.25	MONO	YES
N_CAB-X	SIGNAL CABLES EXISTING	201	PHANTOM	0.25	MONO	YES
N_CAB-N	SIGNAL CABLES NEW	201	DIVIDE	0.25	MONO	YES

TELECOMMUNICATIONS						
NAME	DESCRIPTION	COLOUR	LINE TYPE	LINE WEIGHT	PLOT STYLE	PLOT
V_CBL-N	PROPOSED COMMS CABLES	202	PHANTOM	0.70	MONO	YES
V_CBL-X	EXISTING COMMS CABLES	201	PHANTOM	0.25	MONO	YES
V_NAV	NAVIGATION EQUIPMENT	214	CONT	0.25	MONO	YES
V_OPTIC-N	PROPOSED FIBER OPTIC CABLE	192	PHANT2	0.70	MONO	YES
V_OPTIC-X	EXISTING FIBRE OPTIC CABLE	191	PHANT2	0.25	MONO	YES
V_PNT-N	PROPOSED VOICE/DATA POINT	YELLOW	CONT	0.35	MONO	YES
V_PNT-X	EXISTING VOICE/DATA POINT	9	CONT	0.18	MONO	YES
V_REM	REMOVED/OBSOLETE COMMS ITEMS	CYAN	DASH	0.25	MONO	YES

BRIDGE/MARINE						
NAME	DESCRIPTION	COLOUR	LINE TYPE	LINE WEIGHT	PLOT STYLE	PLOT
B_ABUT	ABUTMENT	GREEN	CONT	0.5	MONO	YES
B_BOL	BOLLARD	GREEN	CONT	0.5	MONO	YES
B_BORE	BOREHOLES	YELLOW	CONT	0.25	MONO	YES
B_CENT	CENTRE LINE	RED	CENTRE	0.18	MONO	YES
B_CONC	CONCRETE	GREEN	CONT	0.5	MONO	YES
B_CONTH	CONCRETE THIN	RED	CONT	0.18	MONO	YES
B_CONTHK	CONCRETE THIC	GREEN	CONT	0.5	MONO	YES



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BRIDGE/MARINE						
NAME	DESCRIPTION	COLOUR	LINE TYPE	LINE WEIGHT	PLOT STYLE	PLOT
B_CONMED	CONCRETE MED	YELLOW	CONT	0.25	MONO	YES
B_CONHIDTH	CONC HIDE THIN	RED	DASHED	0.18	MONO	YES
B_CONHIDTH	CONC HIDE THIC	YELLOW	DASHED	0.25	MONO	YES
B_CONCHIDM	CONC HIDE MED	WHITE	DASHED	0.35	MONO	YES
B_CONCHAT	CONC HATCH	RED	CONT	0.18	MONO	YES
B_CONCSHAD	CONC SHADE	11	GREYSCA		GREY	YES
B_CONCSHAD	CONC SHADE	12	GREYSCA		GREY	YES
B_CONCSHAD	CONC SHADE	13	GREYSCA		GREY	YES
B_CONCPIPE	CONC PIPES	WHITE	CONT	0.35	MONO	YES
B_CONTT	CONTOUR INTER	RED	CONT	0.18	MONO	YES
B_CONTMN	CONTOUR MAIN	YELLOW	CONT	0.25	MONO	YES
B_CADAS	CADASTRALS	RED	CONT	0.18	MONO	YES
B_CAISS	CAISSONS	WHITE	CONT	0.35	MONO	YES
B_COORD	COORDINATES	YELLOW	CONT	0.25	MONO	YES
B_DECK	DECK SLAB	WHITE	CONT	0.35	MONO	YES
B_EXIST	EXISTING	RED	CONT	0.18	MONO	YES
B-FEND	FENDERS	WHITE	CONT	0.35	MONO	YES
B_FIREHYD	FIRE HYDRANT	WHITE	CONT	0.35	MONO	YES
B_GRID	GRID LINES	RED	CENTRE	0.18	MONO	YES
B_HAND	HANDRAILING	WHITE	CONT	0.35	MONO	YES
B_KEYPL	KEY PLAN	YELLOW	CONT	0.25	MONO	YES
B_LOGRID	LO GRIDLINES	RED	CONT	0.18	MONO	YES
B_MANH	MANHOLES	WHITE	CONT	0.35	MONO	YES
B_MASCAP	MASS CAPPING	WHITE	CONT	0.35	MONO	YES
B_PAVE	PAVING	WHITE	CONT	0.35	MONO	YES
B_PARA	PARAPETS	WHITE	CONT	0.35	MONO	YES
B_PCBEAM	PC BEAMS	WHITE	CONT	0.35	MONO	YES
B_PIER	PIERS	WHITE	CONT	0.35	MONO	YES
B_REINFTHN	REBAR THIN	RED	CONT	0.18	MONO	YES
B_REINFTHC	REBAR THICK	GREEN	CONT	0.5	MONO	YES
B_REINFMED	REBAR MEDIUM	WHITE	CONT	0.35	MONO	YES
B_REINFHIDT	REBAR HIDE THN	RED	DASHED	0.18	MONO	YES
B_REINFHIDM	REBAR HIDE MED	YELLOW	DASHED	0.25	MONO	YES
B_REINFDIM	REBAR DIMENS	RED	CONT	0.18	MONO	YES
B_STEEL	STEEL WORKS	WHITE	CONT	0.35	MONO	YES
B_SLTDRAIN	SLOT DRAIN	WHITE	CONT	0.35	MONO	YES
B_WGS	WGS84 GRID	RED	CONT	0.18	MONO	YES
B_WWALL	WING WALLS	WHITE	CONT	0.35	MONO	YES
B_RETWALL	RETAIN WALL	WHITE	CONT	0.35	MONO	YES
B_GEN1	GENERAL 0.18	RED	CONT	0.18	MONO	YES
B_GEN2	GENERAL 0.25	YELLOW	CONT	0.25	MONO	YES

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BRIDGE/MARINE						
NAME	DESCRIPTION	COLOUR	LINE TYPE	LINE WEIGHT	PLOT STYLE	PLOT
B_GEN3	GENERAL 0.35	WHITE	CONT	0.35	MONO	YES
B_GEN4	GENERAL 0.5	GREEN	CONT	0.5	MONO	YES
B_GEN5	GENERAL 0.7	CYAN	CONT	0.7	MONO	YES

WATER (CIVIL)						
NAME	DESCRIPTION	COLOUR	LINE TYPE	LINE WEIGHT	PLOT STYLE	PLOT
W_PROP1	OIL SEP/BLDGS	GREEN	CONT	0.5	MONO	YES
W_PROP2	STRUCTURES	GREEN	DASHED	0.5	MONO	YES
W_PROP3	PIPES	WHITE	CENTRE	0.5	MONO	YES
W_REBAR1	LAYOUT	WHITE	CONT	0.7	MONO	YES
W_REBAR2	REINFORCING	BLUE	CONT	0.7	MONO	YES
W_REBAR3	REINFORCING	BLUE	DASHED	0.7	MONO	YES
W_REBAR4	LAYOUT	WHITE	DASHED	0.7	MONO	YES

PERWAY LAYERS						
NAME	DESCRIPTION	COLOUR	LINE TYPE	LINE WEIGHT	PLOT STYLE	PLOT
P_CAT-G	CATTLE GRID	GREEN	CONT	0.25	MONO	YES
P_GEOT	GEOTECHNICAL DATA	WHITE	CONT	0.25	MONO	YES
P_GR-LAY	LAYERWORKS	35	CONT	0.25	MONO	YES
P_TACHY-T	TACHY TEXT	WHITE	CONT	0.25	MONO	YES
P_TACHY-L	TACHY LEVEL	WHITE	CONT	0.25	MONO	YES
P_TACHY-L	TACHY POINTS	WHITE	CONT	0.25	MONO	YES
P_RD-G	ROAD GRAVEL	41	DASHED	0.25	MONO	YES
P_RD-M	ROAD MAIN	WHITE	CONT	0.25	MONO	YES
P_RD-S	ROAD SIGNS	WHITE	CONT	0.25	MONO	YES
P_TR-DES	TRACK DESIGN	RED	CONT	0.25	MONO	YES
P_TR-CO	TRACK CO-ORDS	WHITE	CONT	0.25	MONO	YES
P_TR-F	TRACK FUTURE	ORANGE	CONT	0.25	MONO	YES
P_TR-C	TRACK CENTRE LINE	WHITE	CENTER	0.25	MONO	YES
P_TR-TO	TRACK TURNOUTS	WHITE	CONT	0.25	MONO	YES
P_TR-UP	TRACK UPLIFT	252	HIDDEN	0.25	MONO	YES
P_TR-S	TRACK SLEEPERS	WHITE	CONT	0.25	MONO	YES
P_TR-R	TRACK RAILS	WHITE	CONT	0.25	MONO	YES
P_TR-EQ	TRACK EQUIPMENT	WHITE	CONT	0.25	MONO	YES
P_TR-SUR	TRACK SURVEYED	WHITE	CONT	0.25	MONO	YES

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PERWAY LAYERS						
NAME	DESCRIPTION	COLOUR	LINE TYPE	LINE WEIGHT	PLOT STYLE	PLOT
P_TEL-T	CABLE ROUTE TELCOM	201	PHANTOM	0.25	MONO	YES
P_TEL-N	CABLE ROUTE NEOTEL	201	DIVIDE	0.25	MONO	YES
P_TEL-TR	CABLE ROUTE TRANSNET	201	DASHDOT	0.25	MONO	YES
P_SUBS-D	SUBSOIL DRAIN, GEOFABRIC, FINDRAIN	111	CONT	0.25	MONO	YES

6.12 Section Lines



Section lines are to be as above. They are to be inserted as a block from the symbols library.

6.13 North Point



The North Point above is to be used. It is to be inserted as a block from the symbols library.

Note: If hardcopy, check electronic system for latest revision

6.14 The Title Block

The Title Block must reflect the following:


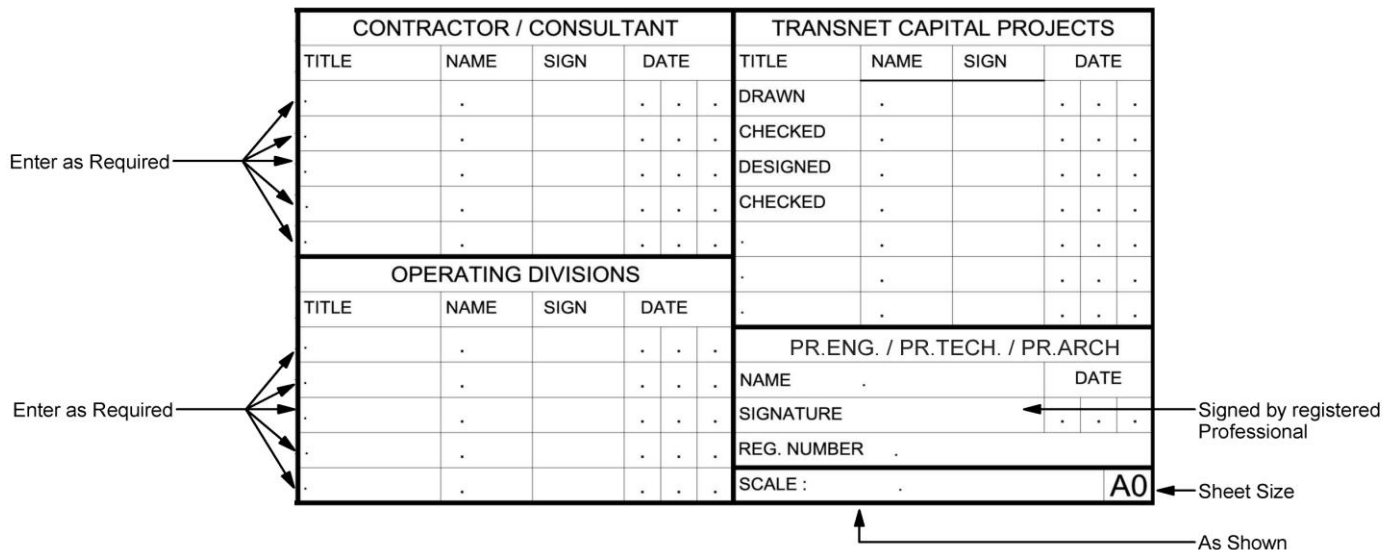
Transnet Capital Projects										
TRANSNET LTD (TRADING AS TRANSNET CAPITAL PROJECTS) : REG. NO. 1990/000900/06										
237 MAHATMA GANDHI ROAD DURBAN										
P.O. BOX 1073, DURBAN										
TEL: 031 361 1696										Relevant Address
FAX: 0866 770815										Relevant telephone and fax numbers
PORT OF DURBAN										Area Title
PIER 2: PORT OF DURBAN										First Line: Project description
CONTAINER TERMINAL										Second Line: Item description
CVR WORKSHOP										Third Line: Item description (Optional)
GROUND FLOOR PLAN										Fourth Line: General drawing description, type of drawing e.g.: Plan, Section, Elevation, General Arrangement etc.
PROJECT NUMBER	OD	FBS	DIS	TYPE	DRAWING NO.	SHEET	REV	ID		
.	TD	
7 digit sequential number	Operating Division	Facility Breakdown Structure: sometimes referred to as WBS (Work Breakdown Structure)	Discipline	Document Type	Sequential Drawing number	Sheet Number	Revision Number	Originator of the Drawing		
These will be supplied by Document Control										

Figure 6.14.1 The Title Block

Note: If hardcopy, check electronic system for latest revision

6.15 Fields in the Signature Block

The Fields in the title block must reflect the following:



CONTRACTOR / CONSULTANT				TRANSNET CAPITAL PROJECTS			
TITLE	NAME	SIGN	DATE	TITLE	NAME	SIGN	DATE
.	.	.	.	DRAWN	.	.	.
.	.	.	.	CHECKED	.	.	.
.	.	.	.	DESIGNED	.	.	.
.	.	.	.	CHECKED	.	.	.
.
.
OPERATING DIVISIONS				PR.ENG. / PR.TECH. / PR.ARCH			
TITLE	NAME	SIGN	DATE	NAME	DATE		
.	.	.	.	SIGNATURE	.		
.	.	.	.	REG. NUMBER	.		
.	.	.	.	SCALE :	A0		

Enter as Required

Enter as Required

Signed by registered Professional

Sheet Size

As Shown

Figure 6.15.1 Fields in the Signature Block

6.16 Revised Drawings

All amendments to drawings must be clearly referenced and indicated on the original drawing together with the draughtperson's name and date. The amendment block has provision for a checker's signature, an approval signature and a date.

Drawings and amendments to drawings shall be indexed as follows:

- Internal TCP issue to have No. as ` 1, 2, 3 etc. Description to always read ` Issued internal review'.
- Tender drawings: No. to be alphabetical ie.: OA, OB, OC etc.
- Construction drawings : No. to be alpha-numerical ie.: 01, 02, 03 etc.
- As built drawings: ZZ
- All drawings shall have the revision raised to the next applicable revision reference (as stated above) which shall be inserted in the revision box of the drawing title block before any drafting is started.
- Previously revised drawings to be saved as and re-named to reflect the current revision number. Revisions to be noted from bottom to top and previous revision clouds to be removed from drawings.

[illegible]

Revision & Hold Clouds

-

17

Note: If hardcopy, check electronic system for latest revision

6.17 Reference Drawings

Drawing number as reflected in drawing title.

Drawing description as per general drawing description in title block.

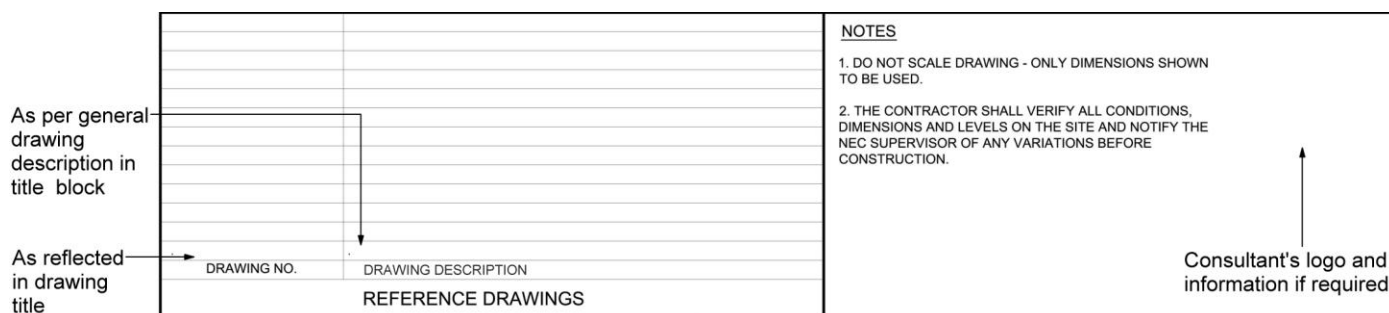


Figure 6.17.1 Reference Drawings

6.18 Key Plan usage

Key plans for different areas in the project are provided and should be referenced in. This approach allows any changes to the key plan to appear immediately on all drawings plotted from that point on.

Note: The drawing subject area is to be hatched on the current drawing.

6.19 Symbols and abbreviations

For Standard symbols Refer to:

- SANS 10143: Building drawing practice
- BBB0041: Preparation of drawings for Transnet Freight Rail
- SANS 1044: Welding Part II: Symbols
- BS 3939: Graphical symbols for electrical power, telecommunications and electronic diagrams
- Z148: Symbols for Signalling

If it is necessary to use symbols which are not standard national symbols, or located on the Transnet template, a new symbol may be created with its description tabled on the applicable drawing.

Note: If hardcopy, check electronic system for latest revision

6.20 Identification of Views

All views shall be identified in the following format:

- The two main forms of projection shall be used namely third and first angle projection.
- Indicate scale only if scale varies from title block scale
- Reference to a drawing where a section or a detail was taken is required if the view is shown on another drawing.
- Letters shall be used for details. Numbers shall be used for elevations and sections. Do not use letters "I" and "O"

Type	Format	Example
Details	Alpha	DETAIL A
Section	Numeric	SECTION 1
View	Alpha	VIEW X
Items	Alpha	ITEM A – TROLLEY FRAME



THE SITE

PART C4

PART 4: SITE INFORMATION

1. Description of the Site and its surroundings

1.1. General description

The site is within the Buffalo City Metropolitan Municipality region in East London, situated in the Eastern Cape province. The Port of East London is an automotive, container, liquid bulk and dry bulk free flowing grain handling port situated on the central coastal region of South Africa (latitude: -33.02241, longitude: 27.90989), 1050 km east of Cape Town and 650 km south-west of Durban as shown in Figure 1. The Port has a total land area of approximately 138.575 hectares (ha). It is the only commercial river Port situated on the South African coastline.



Figure 1: Locality Map

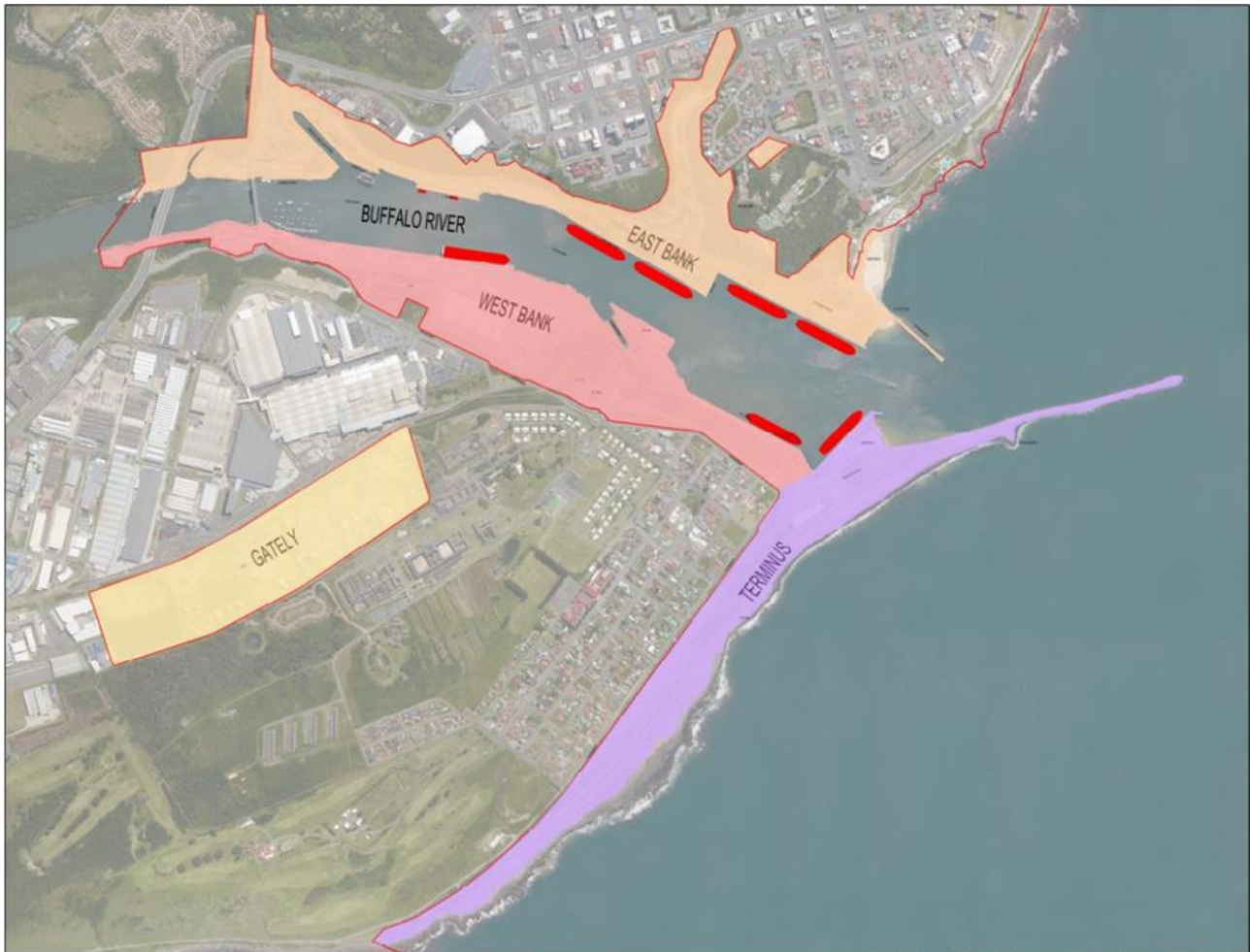


Figure 2: Port of East London Precincts

The Port of East London is made up of 4 precincts. These are East Bank, West Bank, Terminus and the Gately precinct. The Port currently has a project underway that deals with the upgrade of its existing water and sewer infrastructure. The project is currently in the feasibility/design phase. The Transnet National Ports Authority (TNPA) internal design team is carrying out the design for these new underground services. There are studies required to be undertaken to obtain critical information to finalize the detailed design. These studies include the detection and mapping of existing underground services. This project deals with the provision of a service provider to carry out this underground services detection survey for all 4 precincts at the Port of East. London.

1.2. Geotechnical investigations

Subject to geotechnical reports.

1.3. Investigations

The following are important to note during the services detection survey:

- The Port area has existing infrastructure services which include water and sewer reticulation, stormwater pipes and culverts, medium and high voltage electrical cables, fibre optic network, oil, and gas pipelines amongst other services.
- The typical surfaces to be encountered in the Port area include asphalt, concrete (approx. 400mm thick), block paving, gravel, thick grass, and vegetation.
- The water, sewer and stormwater manholes located at the Port are all unlocked and require no special key or tool to open.
- The fibre network manholes require a tool to open. This tool will be shown to the Service Provider for them to procure their own to carry out the survey.
- The use of drones equipped with specific sensors like Ground Penetrating Radar (GPR) is permitted; however all necessary approvals must be acquired beforehand, and the drone Pilot is to have all the valid licenses to fly the unmanned aerial vehicle.

1.4. Contractor Establishment

Upon receipt of the site access certificate, should the Service Provider require to establish site offices, an area may be provided to them on site. This can remain for the duration of the works, and connection points will be available, however, the Service Provider will be required to pay for services utilized during the duration of the contract (such as water and electricity).

The proposed main site camp, including any site office, storage facility, ablution facilities (all provided by Service provider) will be accommodated on an open area within the port boundary on either the West Bank or East Bank. The Service Provider must adhere to any additional requirements stipulated by TNPA. They must adhere to the basic screening (Alcohol and drug) requirements at all entry and exit points of the Port. If any of the employees test positive during the screening, they will not be permitted onto TNPA premises.

1.5. Works on the site

The works will be performed in an operational environment; the Port will remain operational for the entire duration of the contract. All required access will be granted to the Service Provider. However, they are to take cognisance of the TNPA employees and its stakeholders in and around the Port.

1.6. Existing Services

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

1.7. Other reports and publicly available information

This report is to be read in conjunction with the C3 Works Information Report provided.