

Transnet Port Terminals

an Operating Division of **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR PROPOSAL (RFP)

FOR THE: PROVISION FOR THIRD PARTY DESIGN REVIEW, QUALITY SURVEILLANCE AND INSPECTION AT TRANSNET SOC LTD (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") FOR A PERIOD OF THREE YEARS ON AS AND WHEN REQUIRED BASIS.

RFP NUMBER	: TPT/2022/08/0666/9159/RFP
ISSUE DATE	: 09th December 2022
NON-COMPULSORY BRIEFING	: 18th January 2023
CLOSING DATE	: 01st February 2023
CLOSING TIME	: 12h00pm
TENDER VALIDITY PERIOD	: 12 weeks from closing date

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T1.1 TENDER NOTICE AND INVITATION TO TENDER

SECTION 1: NOTICE TO TENDERERS

1. INVITATION TO TENDER

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

DESCRIPTION	PROVISION FOR THIRD PARTY DESIGN REVIEW, QUALITY SURVEILLANCE AND INSPECTION AT TRANSNET SOC LTD (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") FOR A PERIOD OF THREE YEARS ON AS AND WHEN REQUIRED BASIS.
TENDER DOWNLOADING	This Tender may be downloaded directly from the National Treasury eTender Publication Portal at www.etenders.gov.za and the Transnet website at https://transnetetenders.azurewebsites.net (please use Google Chrome to access Transnet link) FREE OF CHARGE.

NON-COMPULSORY TENDER CLARIFICATION MEETING	A non-compulsory Tender Clarification Meeting will be conducted on Microsoft Teams on Wednesday, 18th January 2023 at 11h00. Should the Tenderer wish to participate in the non-compulsory briefing session, the Tenderer must send request via email to wiseman.xaba2@transnet.net before close of business on Wednesday, 14th December 2022.
CLOSING DATE	Wednesday, 12:00pm on (23/02/01) Tenderers must ensure that tenders are uploaded timeously onto the system. If a tender is late, it will not be accepted for consideration.

2. TENDER SUBMISSION

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

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

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- Log on to the Transnet eTenders management platform website (<https://www.transnet.net>);
 - Click on "TENDERS";
 - Scroll towards the bottom right hand side of the page;
 - On the blue window click on "register on our new eTender Portal";
 - Click on "ADVERTISED TENDERS" to view advertised tenders;
 - Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);
 - Click on "SIGN IN/REGISTER" - to sign in if already registered;
 - Toggle (click to switch) the "Log an Intent" button to submit a bid;
 - Submit bid documents by uploading them into the system against each tender selected.
- b) The tender offers to this tender will be opened as soon as possible after the closing date and time. Transnet shall not, at the opening of tenders, disclose to any other company any confidential details pertaining to the Tender Offers / information received, i.e. pricing, delivery, etc. The names and locations of the Tenderers will be divulged to other Tenderers upon request.
- c) Submissions must not contain documents relating to any Tender other than that shown on the submission.

3. CONFIDENTIALITY

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

4. DISCLAIMERS

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

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- 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 any 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 **T2.2-15**], [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.
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.

TRANSNET PORT TERMINALS

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DESCRIPTION OF THE WORKS: PROVISION FOR THIRD PARTY DESIGN REVIEW, QUALITY SURVEILLANCE AND INSPECTION AT TRANSNET SOC LTD (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") FOR A PERIOD OF THREE YEARS ON AS AND WHEN REQUIRED BASIS

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 Employer is Transnet SOC Ltd (Reg No. 1990/000900/30)
C.1.2	The tender documents issued by the Employer comprise: Part T: The Tender Part T1: Tendering procedures T1.1 Tender notice and invitation to tender T1.2 Tender data Part T2 : Returnable documents T2.1 List of returnable documents T2.2 Returnable schedules Part C: The contract

	Part C1: Agreements and contract data	C1.1 Form of offer and acceptance C1.2 Contract data (Part 1 & 2) C1.3 Form of Securities
	Part C2: Pricing data	C2.1 Pricing instructions C2.2 Activity Schedule
	Part C3: Scope of services	C3.1 Scope of Services
C.1.4	The Employer's agent is:	Procurement Officer
	Name:	Wiseman Xaba
	Address:	Transnet Port Terminals 2nd Floor, 202 Anton Lembede Street, Durban Central Durban 4001
	Tel No.	0818647514
	E – mail	wiseman.xaba2@transnet.net
C.2.1	Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:	
	1. Stage One -: Compliance to SANS, FEM, ASTM, BS/EN Specifications, Specification/Scope of work and to ECSA/International Equivalent Registration.	
	a) Tenderers to comply to SANS (South African National Standards) Specification b) Tenderers to comply to FEM (European Federation of Material Handling) c) Tenderers to comply to ASTM (American Society for Testing and Material) d) Tenderers to comply to BS/EN (British Standards Institute Specification) e) Tenderers to comply to Specification/Scope of Works (European Federation of Material Handling) f) Engineers/Inspectors to be registered with ECSA (Engineering Council of South Africa) or International Equivalent.	

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

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 70 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 below.

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

C.2.7	There will be no briefing session for this 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 C2.15.1	The Employer's details and identification details that are to be shown on each tender offer are as follows: Identifi- The tender documents must be uploaded with: - Name of Tenderer: (insert company name) - Contact person and details: (insert details) - The Tender Number: TPT/2022/08/0666/9159/RFP - The Tender Description: PROVISION FOR THIRD PARTY DESIGN REVIEW, QUALITY SURVEILLANCE AND INSPECTION AT TRANSNET SOC LTD (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") FOR A PERIOD OF THREE YEARS ON AS AND WHEN REQUIRED BASIS.

Documents must be marked for the attention of:

Employer's Agent:

Wiseman Xaba



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: 12:00pm on the 01st of February 2023 Location: The Transnet e-Tender Submission Portal: www.transnet.net <u>NO LATE TENDERS WILL BE ACCEPTED</u>
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. <u>Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status.</u> 2. A valid B-BBEE Certificate from a Verification Agency accredited by the South African Accreditation System [SANAS], or a sworn affidavit confirming annual turnover and level of black ownership in case of all EMEs and QSEs with 51% black ownership or more together with the tender; 3. Proof of registration on the Central Supplier Database; Note: Refer to Section T2.1 for List of Returnable Documents
C3.11	The minimum number of evaluation points for functionality is: 70 The procedure for the evaluation of responsive tenders is Functionality, Price and Preference: Only those tenderers who attain the minimum number of evaluation points for Functionality will be eligible for further evaluation, failure to meet the minimum threshold will result in the tender being disqualified and removed from any further consideration.

Functionality Criteria

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

CRITERIA		DESCRIPTION	WEIGHT (Points) %	SUB-CRITERIA	SCORING PRINCIPLE	RETURNABLE SCHEDULE
Eligibility Criteria	Eligibility Criteria	Compliance to SANS Specification	Y/N	SANS (South african National Standards). Tenderers are to indicate in their Previous Experience returnable T2.2-05 on whether the standards listed above have been previously utilized for design review/third party inspections undertaken by the Tenderer	Y/N	T2.2-01
		Compliance to Specification/Scope of Work	Y/N	FEM (European Federation of Material handling). Tenderers are to indicate in their Previous Experience returnable T2.2-05 on whether the standards listed above have been previously utilized for design	Y/N	T2.2-01

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				review/third party inspections undertaken by the Tenderer		
		Compliance to FEM Specification	Y/N	FEM (European Federation of Material handling). Tenderers are to indicate in their Previous Experience returnable T2.2-05 on whether the standards listed above have been previously utilized for design review/third party inspections undertaken by the Tenderer	Y/N	T2.2-01
		Compliance to ECSA / International Equivalent Registration	Y/N	Engineers / Inspectors registered with ECSA or International Equivalent.	Y/N	T2.2-01
		Compliance to ASTM Specification	Y/N	ASTM (American Society for Testing and Material) Tenderers are to indicate in their Previous Experience returnable T2.2-05 on whether the standards listed above have been previously utilized for design review/third party inspections undertaken by the Tenderer	Y/N	T2.2-01

		Compliance to BS /EN Specification	Y/N	BS (British Standards Institute Specification). Tenderers are to indicate in their Previous Experience returnable T2.2-05 on whether the standards listed above have been previously utilized for design review/third party inspections undertaken by the Tenderer	Y/N	T2.2-01
		Organisational Chart	Y/N	A comprehensive and detailed organogram that shows the structure and composition of their management structure involved in the works, inclusive of the key staff/professionals, identified in the Contract Data Part two.	Y/N	T2.2-03
Measured Criteria	Quality Systems	Formalized Systems in Place	10	Quality Systems (ISO Accreditation) 9001 And 14000 Documents for the Inhouse Quality System conforming to the ISO requirements.	ISO 9001 and ISO 14000 accreditation quality systems scores = 100 Score. ISO 9001 or ISO 14000 accreditation quality systems scores = 90 Score In - house quality system scores = 70 Score. No evidence of any system scores = 0 Score	T2.2-02

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		Designers :Mechanical	2.5	Resources (Professional Registration & Experience) Heavy Lifting Equipment	Designers - Greater than 8 years' experience = 100 Score. Greater than 6 years and less or equal to 8 years' experience = 90 Score Greater than 4 years and less than or equal to 6 years' experience = 70 Score Greater than 2 years and less than or equal 4 years' experience = 40 Score The tenderer has submitted no information or inadequate information to determine a score = 0 Score	T2.2-03
		Quality Assurance/Quality Control Inspectors: Mechanical	2.5	Resources (Level 2/3 Inspection qualification with registration with international or local inspection authority.	Inspectors - Greater than 8 years' experience = 100 Score. Greater than 6 years and less or equal to 8 years' experience = 90 Score Greater than 4 years and less or equal to 6 years' experience = 70 Score Greater than 2 years and less than or equal 4 years' experience = 40 Score The tenderer has submitted no information or inadequate information to determine a score = 0 Score	T2.2-03

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		Designers :Structural	2.5	Resources (Professional Registration & Experience) Heavy Lifting Equipment	Designers - Greater than 8 years' experience = 100 Score. Greater than 6 years and less or equal to 8 years' experience = 90 Score Greater than 4 years and less or equal to 6 years' experience = 70 Score Greater than 2 years and less than or equal 4 years' experience = 40 Score The tenderer has submitted no information or inadequate information to determine a score = 0 Score	T2.2-03
		Quality Assurance/Quality Control Inspectors: Structural	2.5	Resources (Level 2/3 Inspection qualification with registration with international or local inspection authority.	Inspectors - Greater than 8 years' experience = 100 Score. Greater than 6 years and less or equal to 8 years' experience = 90 Score Greater than 4 years and less or equal to 6 years' experience = 70 Score Greater than 2 years and less than or equal 4 years' experience = 40 Score The tenderer has submitted no information or inadequate information to determine a score = 0 Score	T2.2-03

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		Designers :Electrical	2.5	Resources (Professional Registration & Experience) Heavy Lifting Equipment	Designers - Greater than 8 years' experience = 100 Score. Greater than 6 years and less or equal to 8 years' experience = 90 Score Greater than 4 years and less or equal to 6 years' experience = 70 Score Greater than 2 years and less than or equal 4 years' experience = 40 Score The tenderer has submitted no information or inadequate information to determine a score = 0 Score	T2.2-03
		Quality Assurance/Quality Control Inspectors: Electrical	2.5	Resources (Level 2/3 Inspection qualification with registration with international or local inspection authority.	Inspectors - Greater than 8 years' experience = 100 Score. Greater than 6 years and less or equal to 8 years' experience = 90 Score Greater than 4 years and less or equal to 6 years' experience = 70 Score Greater than 2 years and less than or equal 4 years' experience = 40 Score The tenderer has submitted no information or inadequate information to determine a score = 0 Score	T2.2-03

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		Designers :Controls	2.5	Resources (Level 2/3 Inspection qualification with registration with international or local inspection authority.	Designers - Greater than 8 years' experience = 100 Score. Greater than 6 years and less or equal to 8 years' experience = 90 Score Greater than 4 years and less or equal to 6 years' experience = 70 Score Greater than 2 years and less than or equal 4 years' experience = 40 Score The tenderer has submitted no information or inadequate information to determine a score = 0 Score	T2.2-03
		Quality Assurance/Quality Control Inspectors: Controls	2.5	Resources (Level 2/3 Inspection qualification with registration with international or local inspection authority.	Inspectors - Greater than 8 years' experience = 100 Score. Greater than 6 years and less or equal to 8 years' experience = 90 Score Greater than 4 years and less or equal to 6 years' experience = 70 Score Greater than 2 years and less than or equal 4 years' experience = 40 Score The tenderer has submitted no information or inadequate information to determine a score = 0 Score	T2.2-03

	Compliance to Employer's Technical Specification	Compliance to Specification/Scope of Work	10.00	Compliance with Scope of Work	Greater or Equal to 90% compliance =100 Score. Greater or equal to 70% but less than 90% compliance = 90 Score. Greater or equal 40% but less than 70% compliance =40 Score. Less than 40% compliance =0 Score	T2.2-04
	Previous Experience	1 .STS CRANES -Design Review and Inspections -Heavy Lifting Equipment	15	Number of units	Score 0: =7 units or less completed for design review and inspection.Score 40: = 8 or 9 units completed for design review and inspection. Score 70: = 10 or 11 units completed for design review and inspection. Score 90: = 12 to 14 units completed for design review and inspection. Score 100: = 14 units and above completed for design review and inspection.	T2.2-05
		2 .RTG/RMG/SC/SE CRANES -Design Review and Inspections -Heavy Lifting Equipment	15	Number of units	Score 0: =7 units or less completed for design review and inspection.Score 40: = 8 or 9 units completed for design review and inspection. Score 70: = 10 or 11 units completed for	T2.2-05

					design review and inspection. Score 90: = 12 to 14 units completed for design review and inspection. Score 100: = 14 units and above completed for design review and inspection.	
		3. SHIP LOADER/UN-LOADER- Design Review and Inspections -Heavy Lifting Equipment	10	Number of units	Score 0: =7 units or less completed for design review and inspection. Score 40: = 8 or 9 units completed for design review and inspection. Score 70: = 10 or 11 units completed for design review and inspection. Score 90: = 12 to 14 units completed for design review and inspection. Score 100: = 14 units and above completed for design review and inspection.	T2.2-05
		4. HAULERS- Design Review and Inspections -Heavy Lifting Equipment	5	Number of units	Score 0: =7 units or less completed for design review and inspection. Score 40: = 8 or 9 units completed for design review and inspection. Score 70: = 10 or 11 units completed for design review and inspection. Score 90: = 12 to 14 units completed for design review and inspection. Score 100: =	T2.2-05

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					14 units and above completed for design review and inspection.	
		5 .REACH STACKERS/ EMPTY CONTAINER HANDLERS/ FORKLIFTS -Design Review and Inspections -Heavy Lifting Equipment	5	Number of units	Score 0: =7 units or less completed for design review and inspection.Score 40: = 8 or 9 units completed for design review and inspection. Score 70: = 10 or 11 units completed for design review and inspection. Score 90: = 12 to 14 units completed for design review and inspection. Score 100: = 14 units and above completed for design review and inspection.	T2.2-05
		6. TIPPLERS/STACKERS/ RECLAIMERS -Design Review and Inspections -Heavy Lifting Equipment	10	Number of units	Score 0: =7 units or less completed for design review and inspection.Score 40: = 8 or 9 units completed for design review and inspection. Score 70: = 10 or 11 units completed for design review and inspection. Score 90: = 12 to 14 units completed for design review and inspection. Score 100: = 14 units and above completed for design review and inspection.	T2.2-05
Technical Qualification Threshold = 70%.			100			

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- C.3.11. Only tenders that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the 80/20 preference points system.

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

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

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

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

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

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

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

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

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

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

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

T 1.3 Standard Conditions of Tender

T.1 General

All Bid Documents and subsequent contracts and orders shall be subject to the following general conditions as laid down by Transnet and are to be strictly adhered to by any Respondent to this RFX

T.1.1 Actions

The *Employer* and each Tenderer submitting a tender offer shall comply with these Conditions of Tender. In their dealings with each other, they shall discharge their duties and obligations as set out in T.2 and T.3, timely and with integrity, and behave equitably, honestly and transparently.

T.1.2 Tender Documents

The documents issued by the *Employer* for the purpose of a tender offer are listed in the tender data.

T.1.3 Interpretations

T.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the Mandatory returnable documents are deemed to be part of these Conditions of Tender.

T.1.3.2 These Conditions of Tender, the tender data and those tender schedules which are only required for tender evaluation purposes (as detailed in schedule T1.2 - T3.11.3), shall not form part of any contract arising from the invitation to tender.

T.1.3.3 For the purposes of these Conditions, the following definitions apply:

- a) comparative offer means the Tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration
- b) corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of the *Employer* or his staff or agents in the tender process; and
- c) fraudulent practice means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the *Employer*, including collusive practices intended to establish prices at artificial levels
- d) quality (functionality) means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

T.1.4 Communication and *Employer's* agent

Each communication between the *Employer* and a tenderer shall be to or from the *Employer's* agent only, and in a form that can be read, copied and recorded. Writing shall be in the English language. The *Employer* shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the *Employer's* agent are stated in the tender data.

T.15 The *Employer's* right to accept or reject any tender offer

The *Employer* may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The *Employer* shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

T.2 Tenderer's obligations

T.21 Eligibility

Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with *Employer*.

T.22 Cost of tendering

Accept that the *Employer* will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.

T.23 Check documents

Check the tender documents on receipt for completeness and notify the *Employer* of any discrepancy or omission.

T.24 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the *Employer* only for the purpose of preparing and submitting a tender offer in response to the invitation.

T.25 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

T.26 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the *Employer* may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

T.27 Compulsory Briefing Session

Attend, where required, a briefing session at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

T.28 Seek clarification

- Request clarification of the tender documents, if necessary, by notifying the *Employer* at least ten working days before the closing time stated in the tender data.
- T.29 Insurance
- Be aware that the extent of insurance to be provided by the *Employer* (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.
- T.210 Pricing the tender offer
- T.2.10.1 Include all duties, taxes (except South African Value Added Tax (VAT)), and other levies payable
- by the successful tenderer in the rates, prices, and the tendered total of the prices. All duties, taxes and
- levies that are applicable 14 days before the closing time as stated in the tender data, to be included in the prices.
- T.2.10.2 Show VAT payable by the *Employer* separately as an addition to the tendered total of the prices.
- T.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.
- T.2.10.4 State the rates and prices in South African Rand (ZAR) unless instructed otherwise in the tender data.
- T.2.10.5 The delivery place for the Works is as per Part 3 Scope of works in South Africa
- T.2.10.6 The *Contractor* shall be responsible for all costs for the transportation of the Works from place of manufacture to the *Employer's* nominated place of delivery in South Africa, including the clearance of the Works through South African Customs, payment of Customs VAT, local testing and onward delivery to Transnet's nominated destination, which costs (excluding the payment of Customs VAT) shall be separately identified in its Tax Invoices henceforth. The *Contractor* will endeavour to reduce exposure to liability for Duty on importation of the works and where not, to capture same. The Inco Term Required is (DDP Incoterms 2010).
- T.211 Alterations to documents
- Not make any alterations or additions to the tender documents, except to comply with instructions issued by the *Employer*, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.
- T.212 Alternative tender offers
- T.2.12.1 Submit alternative tender offers only if a main tender offer is also submitted, strictly in accordance with all the requirements of the tender documents. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the

- requirements of the tender documents with the alternative requirements the tenderer proposes.
- T.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the *Employer*.
- T.2.13 Submitting a tender offer
- T.2.13.1 Submit a tender offer to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.
- T.2.13.2 Return all mandatory returnable documents to the *Employer* after completing them in their entirety in writing in black ink.
- T.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the *Employer*.
- T.2.13.4 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the *Employer's* address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- T.2.13.5 Seal the original tender offer and copy packages together in an outer package that states on the outside only the *Employer's* address and identification details as stated in the tender data.
- T.2.13.6 Accept that the *Employer* will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- T.2.14 Information and data to be completed in all respects
- Accept that tender offers, which do not provide all the data or information requested completely and in the minimum issued format required, will be regarded by the *Employer* as non-responsive.
- T.2.15 Closing date and time
- T.2.15.1 Ensure that the *Employer* receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. The *Employer* shall not accept tender offers submitted by telegraph, facsimile, e-mail or tenders submitted by post. Only tenders delivered by hand or delivered by courier will be accepted by the *Employer*.
- T.2.15.2 Accept that, if the *Employer* extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.
- T.2.16 Tender offer validity
- T.2.16.1 Hold the tender offer(s) valid for acceptance by the *Employer* at any time during the validity period stated in the tender data after the closing time stated in the tender data.

T.2.16.2 If requested by the *Employer*, consider extending the validity period stated in the tender data for an agreed additional period.

T.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the *Employer* during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position or substance of the tender offer is sought, offered, or permitted during this stage of the tender process. The total of the prices stated by the tenderer shall be binding upon the tenderer.

Note: Sub-clause T.2.17 does not preclude the negotiation of price and the final terms of the contract during the post tender negotiation, should the *Employer* elect to do so.

T.2.18.2 Dispose of samples of materials provided for evaluation by the *Employer*, where required.

T.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

T.2.20 Submit securities, bonds, policies, etc.

If requested, submit for the *Employer's* acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

T.2.21 Check final draft

Check the final draft of the contract provided by the *Employer* within the time available for the *Employer* to issue the contract.

T.2.23 Certificates

Include in the tender submission or provide the *Employer* with any certificates as stated in the tender data.

T.3 The *Employer's* undertakings

T.3.1 Respond to clarification

Respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

T.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each during the period from the date that tender documents are available until seven days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the *Employer* may grant such extension and, shall then notify all tenderers who drew documents.

T.33 Return late tender offers

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

T.34 Opening of tender submissions

T.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender notice and tender data.

The names of tenderers will be announced at the opening in the presence of tenderers who choose to attend. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

T.35 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

T.36 Grounds for rejection and disqualification

A two-envelope procedure is required: A two envelope system is a tender process whereby the technical proposal and the financial offer are submitted in separate envelopes at the same place and time, i.e. the closing date and time.

Failure to comply with the two envelope system i.e. the bidder fails to submit the technical proposal and a financial offer in two separate sealed envelopes, may lead to disqualification of the bid.

T.37 Test for responsiveness

T.3.7.1 The *Employer* will determine before detailed evaluation, whether each tender offer is properly received, namely:

- a) meets the laid-down grounds for eligibility;
- b) complies with the requirements of these Conditions of Tender;
- c) has been properly and fully completed and signed; and
- d) is responsive to all other requirements of the tender documents, including the return of all Mandatory returnable Schedules and documentation, as specified.

T.3.7.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the *Employer's* opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) change the *Employer's* or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

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- T.3.7.3 Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.
- T.3.8 Arithmetical errors
- T.3.8.1 Check responsive tender offers for arithmetical errors, correcting them in the following manner:
- a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
 - b) If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
 - c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.
- T.3.9 Clarification of a tender offer
- Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer
- T.3.10 Principles for Awarding Business
- As is elsewhere also provided in the Tender, Tenderers are advised and should note that any final award of business is entirely conditional upon and subject to the successful conclusion of a written contract between the preferred Tenderer(s) and the *Employer*, which contract will include such terms and conditions as the *Employer's* management and Acquisitions Council may require or prescribe.
- T.3.11 Insurance provided by the *Employer*
- If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the *Employer* to provide.
- T.3.12 Acceptance of tender offer
- T.3.12.1 Accept tender offer only if the tenderer complies with the legal requirements stated in the Tender data
- T.3.12.2 Notify the successful tenderer of the *Employer's* acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the *Employer* and the successful tenderer as described in the form of offer and acceptance.
- T.3.12.3 The *Employer* reserves the right to conduct post-tender negotiations.

T.3.13 Notice to unsuccessful Tenderers

After the successful tenderer has acknowledged the *Employer's* notice of acceptance, notify other tenderers that their tender offers have not been accepted.

T.3.14 Prepare contract documents

If necessary, revise documents that shall form part of the contract and that were issued by the *Employer* as part of the tender documents to take account of:
addenda issued during the tender period,
inclusion of some of the mandatory returnable documents,
other revisions agreed between the *Employer* and the successful tenderer, and
the schedule of deviations attached to the form of offer and acceptance, if any.

T.3.15 Issue final contract

Prepare and issue the final draft of contract documents to the successful tenderer for acceptance as soon as possible after the date of the *Employer's* signing of the form of offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of tender require the tenderer to submit, after acceptance by the *Employer*, shall be included.

T.3.16 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

T.3.17 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

T.3.18 Disclaimers

- a) The *Employer* reserves the right to request audited financial statements for the purposes of the due diligence exercise.
- b) The *Employer* reserves the right to accept the whole or any part of a tender
- c) Changes or purported changes by the Tenderer to the Tender prices will not be permitted after the closing date.
- d) The person(s) signing the Tender must be legally authorised by the Tenderer to do so by way of an appropriate written resolution, as also the person(s) authorised to negotiate on the Tenderer's behalf.
- e) The *Employer* reserves the right to verify any information supplied by a Tenderer. By submitting a Tender, the Tenderers hereby irrevocably grant the necessary consent to the *Employer* to do so.
- f) The *Employer* reserves the right to undertake post-tender negotiations with those persons appearing on the list of preferred Tenderers, once such list is approved by the Divisional Acquisitions Council.
- g) 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 without assigning any reason therefor.

- h) The *Employer* will not reimburse any Tenderer for any preparatory costs, travelling and/or accommodation costs, or for other work performed in connection with the Tender, whether the Tenderer is awarded any business arising out of the Tender, or not.
- i) The successful tenderer will be subject to the conclusion of a final NEC 3 Engineering and Construction Contract.
- j) Tenderers must note that the *Employer* is not committed to any irrevocable course of action as a result of it issuing the Tender and/or its receipt of any Tender documents. Without limitation to the *Employer's* rights elsewhere contained herein, and in addition thereto, the *Employer* may accordingly in its sole and unfettered discretion:
 - k) change all services stipulated for in the Tender and re-issue the Tender in an amended form;
 - l) reject any Tender which does not conform strictly with the stipulations and requirements which are set out in these documents;
 - m) disqualify late Tenders received after the stated submission deadline;
 - n) not necessarily accept the lowest priced Tender;
 - o) award a contract in connection with this Tender at any time to any person(s) or company;
 - p) make no award of business; and
 - q) withdraw the Tender on good cause at any stage of the Tender process upon written notification to the Tenderers.
- r) The Employer reserves the right to use Supplier Development, People with Disabilities, Black Women Owned and Black youth owned as objective criteria

T.3.19 Compliance

- a. Tenderers must be fully compliant with any and all the statutory and common law that is applicable to the tender.
- b. Tenderers shall comply with all applicable South African laws, including without limitation, the following:
 - c. Occupational Health & Safety Act 85 of 1993 ("OHSA");
 - d. International Health Regulation Act 28 of 1974;
 - e. National Environmental Management ACT No. 107 of 1998;
 - f. National Environmental Management Waste Act No. 59 of 2008;
 - g. Environment Conservation Act No. 73 of 1989;
 - h. Hazardous Substances Act 15 1973;
 - i. The Compensation for Occupational Injuries and Disease Act, 1993 (Act No.130 of 1993);
 - j. All material aspects of all applicable legislation, provincial ordinances and local authority by-laws, including all relevant regulations promulgated in terms thereof, which affects the Maritime business;
 - k. The Basic Conditions of Employment Act No. 75 of 1997;
 - l. Criminal Procedure Act No. 51 of 1977;
 - m. National Ports Act No. 12 of 2005 ("NPA") and enabling legislation thereto, including the Port Rules; Harbour Master's Written Instructions and Regulations promulgated in terms of the NPA.
 - n. Control of Access to Public Premises and Vehicle Act, No. 53 of 1985;
 - o. Legal Succession to the South African Transport Services Act No. 9 of 1989 (but excluding any tariff provided for in such regulations);
 - p. Customs and Excise Act No 91 of 1964;
 - q. The National Railway Safety Regulator Act No 16 of 2002;
 - r. The Labour Relations Act No. 66 of 1995 and the Regulations thereto, and
 - s. Broad-Based Black Economic Empowerment (B-BBEE) Act 53, of 2003.

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/08/0666/9159/RFP

DESCRIPTION OF THE WORKS: PROVISION FOR THIRD PARTY DESIGN REVIEW, QUALITY SURVEILLANCE AND INSPECTION AT TRANSNET SOC LTD (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") FOR A PERIOD OF THREE YEARS ON AS AND WHEN REQUIRED BASIS

FAILURE TO OBSERVE ANY OF THE AFOREMENTIONED REQUIREMENTS

MAY RESULT IN A PROPOSAL BEING REJECTED



T2.1 List of Returnable Documents

2.1.1 These schedules are required for eligibility purposes:

T2.2-01 **Stage One: Eligibility Criteria Schedule** - Compliance to Eligibility Criteria

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

T2.2-02 **Evaluation Schedule:** Quality Systems

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

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

T2.2-05 **Evaluation Schedule:** Previous experience

2.1.3 Returnable Schedules:

General:

T2.2-06 Authority to submit tender

T2.2-07 Availability of Equipment

T2.2-08 Record of addenda to tender documents

T2.2-09 Letter of Good Standing

T2.2-10 Risk Elements

T2.2-11 RFP Clarification Request Form

Agreement and Commitment by Tenderer:

T2.2-12 Schedule Of Proposed Sub-Consultants

T2.2-13 Non-Disclosure Agreement

T2.2-14 RFP Declaration Form

T2.2-15 RFP – Breach of Law

T2.2-16 Certificate of Acquaintance with Tender Document

T2.2-17 Service Provider Integrity Pact

T2.2-18 Supplier Code of Conduct

T2.2-19 Compulsory Questionnaire

T2.2-20 SBD1 Form

T2.2-21 SBD 9

T2.2-26 Supplier Declaration Form

1.3.2 Bonds/Guarantees/Financial/Insurance:

T2.2-22 Insurance provided by the Consultant

T2.2-23 Form of Intent to provide a Performance Guarantee

T2.2-24 Forecast Rate of Invoicing

T2.2-25 Three (3) years audited financial statements

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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 Activity Schedule

2.6 C2.2 Priced Activity Schedule

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T2.2-01: Eligibility Criteria

Mandatory Returnable

To determine familiarity with the various international technical standards, Tenderers are to indicate in their Previous Experience returnable T2.2-05 on whether the standards listed below have been previously utilized for design review/third party inspections undertaken by the Tenderer. **Tenderer must comply with all the listed standards, non-compliance with any of them will result in disqualification of the tenderer.**

Attached submissions to this schedule:

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- South African National Standards (SANS/SABS): YES / NO
- Federation Euroteenne De La Manutention (FEM): YES / NO
- Engineering Council of South African (ECSA) or International Equivalent: YES / NO
- American Society for Testing Materials (ASTM): YES / NO
- British Standards Institute Specification (BS): YES / NO
- Other Standards also used to be listed below:

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

Signed

Date

Name

Position

Tenderer

TRANSNET PORT TERMINALS

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	T2.2-02: Quality Systems	Mandatory Returnable
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Tenderers are to indicate accreditation/registration with international bodies with regards to quality ISO 9001 and ISO 14000. Tenderers are requested to include certifications in the tender:

1. Accreditation/Registration Certificates
2. Quality Control System and Procedures
3. In-house Quality Systems (Documentation on the in-house quality conforming to the ISO requirements)

Attached submissions to this schedule:

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Formula: $Points = \frac{Score}{100} \times \text{Weight (Points)\%}$	
Weight 10% of Technical Evaluation Criteria Score	Quality System
0	The tenderer provided no evidence of quality system in place.
70	The tenderer provided evidence (documentation) on an In-House Quality System in place
90	The tenderer has provided certificate on ISO 9001 or ISO 14000 quality accreditation.
100	The tenderer has provided certificates on ISO 9001 and ISO 14000 quality accreditation.

Signed

Date

Name

Position

Tenderer

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

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

1.1. A comprehensive and detailed **organogram** that shows the structure and composition of their management structure involved in the works, inclusive of the key staff/professionals, identified in the Contract Data Part two.

1.2. Detailed CV's to show that they have well qualified personnel and have the necessary skills required to carry out the services identified in the Scope of Works document by providing the following:

- The roles and responsibilities for the works of each resource should be clearly stated.
- Detailed experience in this specific design review and inspection activities and positions held, such as recent assignments inclusive of total duration with start and end dates that has a bearing on the scope of work.
- The education, training (inter alia NEC3) and skills of the assigned staff in the specific sector, field, subject, etc. which is directly linked to the works. Qualifications (degrees, diplomas, grades) and membership of professional societies and relevant professional registrations to be attached.

2. The following resources (designers and inspectors) are required to meet the minimum qualifications and experience indicated:

Description	Minimum Qualification	Minimum Experience
Designer	Professional Engineering degree in the following disciplines (registration with ECSA or International Equivalent) • Mechanical	Minimum of 5 years' experience in design, review in Mechanical.
Quality Assurance/ Quality Control Inspectors	Level 2/3 Inspection qualification with registration with international or local inspection authority.	Minimum of 5 years' experience in quality assurance and quality control inspections in Mechanical, Structural, Electrical and Controls.

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Description	Minimum Qualification	Minimum Experience
Designer	Professional Engineering degree in the following disciplines (registration with ECSA or International Equivalent) Structural	Minimum of 5 years' experience in design, review in Structural.
Quality Assurance/ Quality Control Inspectors	Level 2/3 Inspection qualification with registration with international or local inspection authority.	Minimum of 5 years' experience in quality assurance and quality control inspections in Mechanical, Structural, Electrical and Controls.
Designer	Professional Engineering degree in the following disciplines (registration with ECSA or International Equivalent) Electrical	Minimum of 5 years' experience in design, review in Electrical.
Quality Assurance/ Quality Control Inspectors	Level 2/3 Inspection qualification with registration with international or local inspection authority.	Minimum of 5 years' experience in quality assurance and quality control inspections in Mechanical, Structural, Electrical and Controls.
Designer	Professional Engineering degree in the following disciplines (registration with ECSA or International Equivalent) Controls	Minimum of 5 years' experience in design, review Controls.
Inspector	Professional Engineering degree in the following disciplines (registration with ECSA or International Equivalent) Mechanical	Minimum of 5 years' experience in design, review in Mechanical.
Quality Assurance/ Quality Control Inspectors	Level 2/3 Inspection qualification with registration with international or local inspection authority.	Minimum of 5 years' experience in quality assurance and quality control inspections in Mechanical, Structural, Electrical and Controls.

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

Total Weighting Is :20 %

Weight 2.5 %	Designer Mechanical
Formula: $Points = \frac{Score}{100} \times Weight (Points)\%$	
No Response (score 0)	The tenderer has submitted no information or inadequate information to determine a score.
Poor (score 40)	Designers – Greater than 2 years and less than or equal to 4 years' experience.

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/08/0666/9159/RFP

DESCRIPTION OF THE WORKS: PROVISION FOR THIRD PARTY DESIGN REVIEW, QUALITY SURVEILLANCE AND INSPECTION AT TRANSNET SOC LTD (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") FOR A PERIOD OF THREE YEARS ON AS AND WHEN REQUIRED BASIS.

Satisfactory (score 70)	Designers – Greater than 4 years and less than or equal to 6 years' experience.
Good (score 90)	Designers – Greater than 6 years and less than or equal to 8 years' experience.
Very Good (score 100)	Designers – Greater than 8 years' experience.

Weight 2.5%	Quality Assurance/ Quality Control Inspectors (Mechanical)
Formula:	$Points = \frac{Score}{100} \times Weight (Points)\%$
No Response (score 0)	The tenderer has submitted no information or inadequate information to determine a score.
Poor (score 40)	Inspectors – Greater than 2 years and less than or equal to 4 years' experience.
Satisfactory (score 70)	Inspectors – Greater than 4 years and less than or equal to 6 years' experience.
Good (score 90)	Inspectors – Greater than 6 years and less than or equal to 8 years' experience.
Very Good (score 100)	Inspectors – Greater than 8 years' experience.
Weight 2.5 %	Designer Electrical
Formula:	$Points = \frac{Score}{100} \times Weight (Points)\%$
No Response (score 0)	The tenderer has submitted no information or inadequate information to determine a score.
Poor (score 40)	Designers – Greater than 2 years and less than or equal to 4 years' experience.
Satisfactory (score 70)	Designers – Greater than 4 years and less than or equal to 6 years' experience.
Good (score 90)	Designers – Greater than 6 years and less than or equal to 8 years' experience.
Very Good (score 100)	Designers – Greater than 8 years' experience.

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Weight 2.5 %	Quality Assurance/ Quality Control Inspectors (Electrical)
Formula: $Points = \frac{Score}{100} \times Weight (Points)\%$	
No Response (score 0)	The tenderer has submitted no information or inadequate information to determine a score.
Poor (score 40)	Inspectors – Greater than 2 years and less than or equal to 4 years' experience.
Satisfactory (score 70)	Inspectors – Greater than 4 years and less than or equal to 6 years' experience.
Good (score 90)	Inspectors – Greater than 6 years and less than or equal to 8 years' experience.
Very Good (score 100)	Inspectors – Greater than 8 years' experience.

Weight 2.5 %	Designer Structural
Formula: $Points = \frac{Score}{100} \times Weight (Points)\%$	
No Response (score 0)	The tenderer has submitted no information or inadequate information to determine a score.
Poor (score 40)	Designers – Greater than 2 years and less than or equal to 4 years' experience.
Satisfactory (score 70)	Designers – Greater than 4 years and less than or equal to 6 years' experience..
Good (score 90)	Designers – Greater than 6 years and less than or equal to 8 years' experience.
Very Good (score 100)	Designers – Greater than 8 years' experience.

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Weight 2.5 %	Quality Assurance/ Quality Control Inspectors (Structural)
Formula: $Points = \frac{Score}{100} \times Weight (Points)\%$	
No Response (score 0)	The tenderer has submitted no information or inadequate information to determine a score.
Poor (score 40)	Inspectors – Greater than 2 years and less than or equal to 4 years' experience.
Satisfactory (score 70)	Inspectors – Greater than 4 years and less than or equal to 6 years' experience.
Good (score 90)	Inspectors – Greater than 6 years and less than or equal to 8 years' experience.
Very Good (score 100)	Inspectors – Greater than 8 years' experience.

Weight 2.5 %	Designer Controls
Formula: $Points = \frac{Score}{100} \times Weight (Points)\%$	
No Response (score 0)	The tenderer has submitted no information or inadequate information to determine a score.
Poor (score 40)	Designers – Greater than 2 years and less than or equal to 4 years' experience.
Satisfactory (score 70)	Designers – Greater than 4 years and less than or equal to 6 years' experience.
Good (score 90)	Designers – Greater than 6 years and less than or equal to 8 years' experience.
Very Good (score 100)	Designers – Greater than 8 years' experience.

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Weight 2.5 %	Quality Assurance/ Quality Control Inspectors (Controls)
Formula: $Points = \frac{Score}{100} \times Weight (Points)\%$	
No Response (score 0)	The tenderer has submitted no information or inadequate information to determine a score.
Poor (score 40)	Inspectors – Greater than 2 years and less than or equal to 4 years' experience.
Satisfactory (score 70)	Inspectors – Greater than 4 years and less than or equal to 6 years' experience.
Good (score 90)	Inspectors – Greater than 6 years and less than or equal to 8 years' experience.
Very Good (score 100)	Inspectors – Greater than 8 years' experience.

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		T2.2-04: Compliance to Employer's Technical Specification		Mandatory Returnable	
Note that this schedule is cross-referenced and must be read in conjunction with the Technical Specification TPT_TS_Design Review and Inspections. Elements of this document not completed will be deemed as noncompliance to that particular clause. The Tenderer's sign-off at the bottom is deemed as confirmation that this document has read in conjunction with the Technical Specification.					
Technical Spec. Clause		Comply (Y/N)	Comment (mandatory if non-compliant) and reference to returnable schedule		
4. SCOPE					
4.1 Design review					
4.2.2 Inspection During Fabrication					
4.2.3 Inspections during Erection					
4.1 Design Review					
4.1.1 Review of equipment designs and calculations					
4.1.2 Review of the engineering drawings					
4.1.3 Review of structural load calculations					
4.1.4 Review of mechanical design load calculations					
4.1.5 Review of electrical design and calculations					
4.2.2 Inspections during Fabrication					
4.2.2.1 Supplier's site inspection (Facilities and equipment)					
4.2.2.2 Material receiving inspection					
4.2.2.3 Online inspection (during manufacturing of components, i.e. welding, etc.)					
4.2.2.4 Inspection during shop assembly					
4.2.2.5 Final inspection prior to dispatch					

Part T2. Returnable Schedules
Evaluation Schedule: T2.2 – 01: Eligibility
Criteria

TRANSNET PORT TERMINALS

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4.2.2.6 Compilation of reports and verification of test and material certificates		
4.2.3 Inspections During Erection		
4.2.3.1 Erection site inspection for readiness		
4.2.3.2 Work inspected during erection		
4.2.3.3 Compilation of reports and verification of test certificates		

Weight 10 %	Compliance to Employers' Technical Specification
Formula: $Points = \frac{Score}{100} \times Weight (Points)\%$	
No Response (score 0)	Less than 40% compliance = 0 Score
Poor (score 40)	Greater or equal to 40% but less than 70% compliance = 40 Score
Good (score 90)	Greater or equal to 70% but less than 90% compliance = 90 Score
Very Good (score 100)	Greater or equal to 90% compliance = 100 Score

Signed

Date

Name

Position

Tenderer

Part T2. Returnable Schedules
Evaluation Schedule: T2.2 – 01: Eligibility
Criteria

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Part T2. Returnable Schedules
Evaluation Schedule: T2.2 – 01: Eligibility
Criteria

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T2.2-05: Technical Evaluation Schedule: Previous Experience by Tenderer

Note to tenderers:

Tenderers are required to demonstrate experience and performance in comparable Design Review and Inspections Projects by supplying the following information:

- a) A list of past and current comparable Design Review and Inspection Projects with supporting information that clearly demonstrates ability, knowledge, experience, scope of and the successful completion of these of similar works specific to Design Review and Inspections on Container/Bulk Material Handling Equipment on at least 8 equipment's.
- b) A list of references (Client names and contact details, project descriptions, durations and contract values) who Transnet may contact to confirm the information provided under a).

Index of documentation attached to this schedule

	DOCUMENT NAME
1	
2	
3	
4	
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6	
7	

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#	Equipment Type	Quantity of previous design review and inspections	Name of Previous Customer	Contact Details	Customer reference letter attached? (Yes / No)	Discipline	Standards complied with	Region	Year
<i>e.g.</i>	<i>Rail Mounted Gantry</i>	<i>3</i>	<i>ABC Enterprise</i>	<i>+27 12 345 6789</i>	<i>Yes</i>	<i>Mechanical Electrical Structral Control & Instrumentation</i>	<i>ASTM, FEM, BS, SANS</i>	<i>Canada</i>	<i>2007</i>
1	STS Cranes								
2	RMG								
3	RTG								
4	Ship Loader/Unloader								
7	Tipplers								
8	Stackers Reclaimers								

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Formula: $Points = \frac{Score}{100} \times \text{Weight (Points)\%}$	
Weight 15% of Technical Evaluation Criteria Score	Previous Experience by Tenderer on Design Review and Inspections on Container/Bulk Material Handling Equipment (STS Cranes).
0	The tenderer has no substantive experience of the scope of work relevant to projects of similar works specific to bulk material handling equipment Ship To Shore Cranes within the last 10 years. 7 or less units completed for design review and inspection.
40	The tenderer has experience of the scope of work relevant to projects of similar works specific to bulk material handling equipment Ship To Shore Cranes within the last 10 years. 8 or 9 units completed for design review and inspection.
70	The tenderer has experience of the scope of work relevant to projects of similar works specific to bulk material handling equipment Ship To Shore Cranes within the last 10 years. 10 or 11 units completed for design review and inspection.
90	The tenderer has experience of the scope of work relevant to projects of similar works specific to bulk material handling equipment Ship To Shore Cranes within the last 10 years. 12 to 14 units completed for design review and inspection.
100	The tenderer has experience of the scope of work relevant to projects of similar works specific to bulk material handling equipment Ship To Shore Cranes within the last 10 years. 14 units and above completed for design review and inspection.

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Formula: $Points = \frac{Score}{100} \times \text{Weight (Points)\%}$	
Weight 15% of Technical Evaluation Criteria Score	Previous Experience by Tenderer on Design Review and Inspections on Container/Bulk Material Handling Equipment (RTGs/RMGs/SC cranes).
0	The tenderer has no substantive experience of the scope of work relevant to projects of similar works specific to bulk material handling equipment Rail Mounted Gantry Cranes, Rubber Tyre Gantry Cranes, Straddle Carriers within the last 10 years. 7 or less units completed for design review and inspection.
40	The tenderer has experience of the scope of work relevant to projects of similar works specific to bulk material handling equipment Rail Mounted Gantry Cranes, Rubber Tyre Gantry Cranes, and Straddle Carriers within the last 10 years. 8 or 9 units completed for design review and inspection.
70	The tenderer has experience of the scope of work relevant to projects of similar works specific to bulk material handling equipment Rail Mounted Gantry Cranes, Rubber Tyre Gantry Cranes, and Straddle Carriers within the last 10 years. 10 or 11 units completed for design review and inspection.
90	The tenderer has experience of the scope of work relevant to projects of similar works specific to bulk material handling equipment Rail Mounted Gantry Cranes, Rubber Tyre Gantry Cranes, and Straddle Carriers within the last 10 years. 12 to 14 units completed for design review and inspection.
100	The tenderer has experience of the scope of work relevant to projects of similar works specific to bulk material handling equipment Rail Mounted Gantry Cranes, Rubber Tyre Gantry Cranes, and Straddle Carriers within the last 10 years. 14 units and above completed for design review and inspection.

Formula: $Score$

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$Points = \frac{100}{\text{Weight (Points)\%}}$	
Weight 10% of Technical Evaluation Criteria Score	Previous Experience by Tenderer on Design Review and Inspections on Container/Bulk Material Handling Equipment (Ship Loader/Unloader).
0	The tenderer has no substantive experience of the scope of work relevant to projects of similar works specific to bulk material handling equipment Ship Loaders/Unloaders within the last 10 years. 7 or less units completed for design review and inspection.
40	The tenderer has experience of the scope of work relevant to projects of similar works specific to bulk material handling equipment Ship Loaders/Unloaders within the last 10 years. 8 or 9 units completed for design review and inspection.
70	The tenderer has experience of the scope of work relevant to projects of similar works specific to bulk material handling equipment Ship Loaders/Unloaders within the last 10 years. 10 or 11 units completed for design review and inspection.
90	The tenderer has experience of the scope of work relevant to projects of similar works specific to bulk material handling equipment Ship Loaders/Unloaders within the last 10 years. 12 to 14 units completed for design review and inspection.
100	The tenderer has experience of the scope of work relevant to projects of similar works specific to bulk material handling equipment Ship Loaders/Unloaders within the last 10 years. 14 units and above completed for design review and inspection.

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Formula: $Points = \frac{Score}{100} \times \text{Weight (Points)\%}$	
Weight 5% of Technical Evaluation Criteria Score	Previous Experience by Tenderer on Design Review and Inspections on Container/Bulk Material Handling Equipment (Haulers).
0	The tenderer has no substantive experience of the scope of work relevant to projects of similar works specific to bulk material handling equipment Terminal Haulers within the last 10 years. 7 or less units completed for design review and inspection.
40	The tenderer has experience of the scope of work relevant to projects of similar works specific to bulk material handling equipment Terminal Haulers within the last 10 years. 8 or 9 units completed for design review and inspection.
70	The tenderer has experience of the scope of work relevant to projects of similar works specific to bulk material handling equipment Terminal Haulers within the last 10 years. 10 or 11 units completed for design review and inspection.
90	The tenderer has experience of the scope of work relevant to projects of similar works specific to bulk material handling equipment Terminal Haulers within the last 10 years. 12 to 14 units completed for design review and inspection.
100	The tenderer has experience of the scope of work relevant to projects of similar works specific to bulk material handling equipment Terminal Haulers within the last 10 years. 14 units and above completed for design review and inspection.

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Formula: $Points = \frac{Score}{100} \times \text{Weight (Points)\%}$	
Weight 5% of Technical Evaluation Criteria Score	Previous Experience by Tenderer on Design Review and Inspections on Container/Bulk Material Handling Equipment (Reach Stackers/Empty Container Handlers/Forklifts).
0	The tenderer has no substantive experience of the scope of work relevant to projects of similar works specific to bulk material handling equipment Terminal Reach Stackers, Empty Container Handlers and Forklifts within the last 10 years. 7 or less units completed for design review and inspection.
40	The tenderer has experience of the scope of work relevant to projects of similar works specific to bulk material handling equipment Terminal Reach Stackers, Empty Container Handlers and Forklifts within the last 10 years. 8 or 9 units completed for design review and inspection.
70	The tenderer has experience of the scope of work relevant to projects of similar works specific to bulk material handling equipment Terminal Reach Stackers, Empty Container Handlers and Forklifts within the last 10 years. 10 or 11 units completed for design review and inspection.
90	The tenderer has experience of the scope of work relevant to projects of similar works specific to bulk material handling equipment Terminal Reach Stackers, Empty Container Handlers and Forklifts within the last 10 years. 12 to 14 units completed for design review and inspection.
100	The tenderer has experience of the scope of work relevant to projects of similar works specific to bulk material handling equipment Terminal Reach Stackers, Empty Container Handlers and Forklifts within the last 10 years. 14 units and above completed for design review and inspection.

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Formula: $Points = \frac{Score}{100} \times \text{Weight (Points)\%}$	
Weight 5% of Technical Evaluation Criteria Score	Previous Experience by Tenderer on Design Review and Inspections on Container/Bulk Material Handling Equipment (Tippers/Stackers/Reclaimers).
0	The tenderer has no substantive experience of the scope of work relevant to projects of similar works specific to bulk material handling equipment Terminal Tippers, Stackers and Reclaimers within the last 10 years. 7 or less units completed for design review and inspection.
40	The tenderer has experience of the scope of work relevant to projects of similar works specific to bulk material handling equipment Terminal Tippers, Stackers and Reclaimers within the last 10 years. 8 or 9 units completed for design review and inspection.
70	The tenderer has experience of the scope of work relevant to projects of similar works specific to bulk material handling equipment Terminal Tippers, Stackers and Reclaimers within the last 10 years. 10 or 11 units completed for design review and inspection.
90	The tenderer has experience of the scope of work relevant to projects of similar works specific to bulk material handling equipment Terminal Tippers, Stackers and Reclaimers within the last 10 years. 12 to 14 units completed for design review and inspection.
100	The tenderer has experience of the scope of work relevant to projects of similar works specific to bulk material handling equipment Terminal Tippers, Stackers and Reclaimers within the last 10 years. 14 units and above completed for design review and inspection.

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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

Chairman of the Board of Directors

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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

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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

T2.2-7: Availability of Equipment and Other Resources

The Tenderer to submit a list of all Equipment and other resources that will be used to execute the works as described in the Works Information.

Equipment Type and Availability – Description	Hourly Rate	Number of Equipment	Details of Ownership

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T2.2-08: Record of Addenda to Tender Documents

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

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

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

TRANSNET PORT TERMINALS

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T2.2-09 Letter/s of Good Standing with the Workmen's Compensation Fund

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

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

Name of Company/Members of Joint Venture:

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

T2.2-10: Risk Elements

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

If No Risks are identified "No Risks" must be stated on this schedule.

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

Tenders to note: Notwithstanding this information, all costs related to risk elements which are

Signed

Date

Name

Position

Tenderer

at the Contractor's risk are deemed to be included in the tenderer's offered total of the Prices.

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/08/0666/9159/RFP

DESCRIPTION OF THE WORKS: PROVISION FOR THIRD PARTY DESIGN REVIEW, QUALITY SURVEILLANCE AND INSPECTION AT TRANSNET SOC LTD (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") FOR A PERIOD OF THREE YEARS ON AS AND WHEN REQUIRED BASIS.

T2.2-11: RFP Clarification Request Form

RFP No: TPT/2022/08/0666/9159/RFP

RFP deadline for questions / RFP Clarifications: **Before Tuesday, 12h00 pm on the 24th January 2023.** Any further requests/clarifications to be strictly directed to The Secretariat, Divisional Bid Adjudication Committee (DBAC), Phumza Lehlohla (phumza.lehlohla@transnet.net)

ATTENTION: Wiseman Xaba

EMAIL wiseman.xaba2@transnet.net

DATE: _____

FROM:

RFP Clarification No *[to be inserted by Transnet]*

REQUEST FOR RFP CLARIFICATION

[illegible]

TRANSNET PORT TERMINALS

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T2.2-12 Proposed Sub Consultants:

Tenderer to note that any deviations from this list of proposed sub-consultants will be subject to acceptance by the Employer's Agent in terms of the Conditions of Contract. Please also read the applicable Z Clauses in the Contract Data by Employer.

Provide information of the Sub-consultants below:

	Name of proposed Sub-consultants	Proposed Sub-consultant: National Treasury Central Supplier Database Registration Number	Nature and extent of work	B-BBEEE Certificates or Sworn Affidavit attached to this schedule? Yes/No	Amount of work sub-consulted in Rands (excl. 15% Vat)	Percentage (%) of the sub-consulted amount in terms of the tendered total of the prices.
1.						
2.						
3.						
4.						
5.						
6.						
7.						

The Tenderer is to submit the following documents or copies thereof for each of the proposed sub-consultant(s) with this schedule:

- Valid B-BBEE Sworn Affidavits or B-BBEE Certificates of each of the proposed sub-consultant(s).

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T2.2-13 NON-DISCLOSURE AGREEMENT

[October 2021]

TRANSNET PORT TERMINALS
TENDER NUMBER: TPT/2022/08/0666/9159/RFP
DESCRIPTION OF THE WORKS: PROVISION FOR THIRD PARTY DESIGN REVIEW, QUALITY SURVEILLANCE AND INSPECTION AT TRANSNET SOC LTD (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") FOR A PERIOD OF THREE YEARS ON AS AND WHEN REQUIRED BASIS

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 2nd Floor, Waterfall Business Estate, 9 Country Estate Drive, Midrand, 1662, South Africa

and

.....

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

.....

.....

WHEREAS

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

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

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

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

2. CONFIDENTIAL INFORMATION

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

- 2.5 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps [including the institution of legal proceedings] as shall be necessary to remedy [if capable of remedy] the default and/or to prevent further unauthorised copying, disclosure or use.
- 2.6 All Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights, including intellectual property rights over the Confidential Information whatsoever, beyond those contained in this Agreement.

3. RECORDS AND RETURN OF INFORMATION

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

4. ANNOUNCEMENTS

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

5. DURATION

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

6. PRINCIPAL

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

7. ADEQUACY OF DAMAGES

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

8. PRIVACY AND DATA PROTECTION

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

9. GENERAL

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

Signed

Date

Name

Position

Tenderer

T2.2-14: RFP DECLARATION FORM

NAME OF COMPANY: _____

We _____ do hereby certify that:

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

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

Indicate nature of relationship with Transnet:

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

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

6. We accept that any dispute pertaining to this tender will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to respondents" below).
7. We further accept that Transnet reserves the right to reverse a tender award or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.
8. We have acquainted ourselves and agree with the content of T2.2-17 "Service Provider Integrity Pact".

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

IMPORTANT NOTICE TO TENDERERS

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



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T2.2-15: REQUEST FOR PROPOSAL – BREACH OF LAW

NAME OF COMPANY: _____

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

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

NATURE OF BREACH:

DATE OF BREACH:

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

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDER

T2.2-16 Certificate of Acquaintance with Tender Documents

NAME OF TENDERING ENTITY:

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

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-
- 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

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T2.2-17 Service Provider Integrity Pact

Important Note: All potential tenderers must read this document and certify in the RFP Declaration Form 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")

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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/Contractors 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

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which the Tenderers/Service Providers/Contractors could obtain an advantage in relation to any tendering process.

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

3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

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

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process, or to any person, organisation or third party related to the contract in exchange for any advantage in the tendering, evaluation, contracting and implementation of the contract.

- 3.3 The Tenderer/Service Provider/Contractor will not collude with other parties interested in the contract to preclude a competitive Tender price, impair the transparency, fairness and progress of the tendering process, Tender evaluation, contracting and implementation of the contract. The Tenderer / Service Provider further commits itself to delivering against all agreed upon conditions as stipulated within the contract.
- 3.4 The Tenderer/Service Provider/Contractor will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Tenderers/Service Providers/Contractors. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the tendering process.
- 3.5 The Tenderer/Service Provider/Contractor will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Tenderer/Service Provider/Contractor will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 3.6 A Tenderer/Service Provider/Contractor of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or tendering process. Similarly, the Tenderer / Service Provider / Contractor of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or tendering process.
- 3.7 The Tenderer/Service Provider/Contractor will not misrepresent facts or furnish false or forged documents or information in order to influence the tendering process to the advantage of the Tenderer/Service Provider/Contractor or detriment of Transnet or other competitors.
- 3.8 Transnet may require the Tenderer/Service Provider/Contractor to furnish Transnet with a copy of its code of conduct. Such code of conduct must address the compliance programme for the implementation of the code of conduct and reject the use of bribes and other dishonest and unethical conduct.
- 3.9 The Tenderer/Service Provider/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 3.10 The Tenderer/Service Provider/Contractor confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human Rights, Labour, Anti-Corruption and the Environment when undertaking business with Transnet as follows:

a) Human Rights

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- 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:

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- 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

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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:

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- 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

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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.

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- 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.

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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

T2.2-18: 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.

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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

T2.2-19: Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

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

Section 1: Name of enterprise: _____

Section 2: VAT registration number, if any: _____

Section 3: CIDB registration number, if any: _____

Section 4: CSD number: _____

Section 5: Particulars of sole proprietors and partners in partnerships

Name	Identity number	Personal income tax number

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

Section 6: Particulars of companies and close corporations

Company registration number _____

Close corporation number _____

Tax reference number: _____

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

Section 8: The attached SBD 6 must be completed for each tender and be attached as a requirement.

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

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

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

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

Signed	Date
_____	_____
Name	Position
_____	_____
Enterprise name	_____

SBD 4

DECLARATION OF INTEREST

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

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

¹"State" means –

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

SBD 4

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

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

2.2 Identity Number: _____

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

2.4 Company Registration Number: _____

2.5 Tax Reference Number: _____

2.6 VAT Registration Number: _____

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

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

YES / NO

2.7.1 If so, furnish the following particulars:

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

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

- Position occupied in the state institution:

Any other particulars:

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

SBD 4

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

YES / NO

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

YES / NO

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

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

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

YES / NO

2.8.1 If so, furnish particulars:

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

YES / NO

2.8.2 If so, furnish particulars.

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SBD 4

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

YES/NO

2.9.1 If so, furnish particulars.

2.10 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES/NO

2.10.1 If so, furnish particulars:

³ Full details of directors / trustees / members / shareholders.

[illegible]

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SBD 4

4 DECLARATION

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

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

Signature

Date

Position

Name of bidder

SBD 6.1

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

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

Transnet will award preference points to companies who provide valid proof of their B-BBEE status using either the latest version of the generic Codes of Good Practice or Sector Specific Codes (if applicable).

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

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to 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 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; and
- (b) B-BBEE Status Level of Contribution.

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE status level of contributor

together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the 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-BBBEE 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 EEnterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (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.

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

A maximum of 80 points is allocated for price on the following basis:
80/20

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

$P_{\min}$ = Comparative price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

- 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 DTI's website at www.dti.gov.za/economic_empowerment/bee_codes.jsp .]

EME³	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
------------------------	--

- 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 DTI. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

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: . =(maximum of 20 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.

³ 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.

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	
-----	--	----	--

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 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 Service provider
☐ Other Service providers, 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, local production and content, or any other matter required in terms of the Preferential Procurement Regulations, 2017 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;

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/08/0666/9159/RFP

DESCRIPTION OF THE WORKS: PROVISION FOR THIRD PARTY DESIGN REVIEW, QUALITY SURVEILLANCE AND INSPECTION AT TRANSNET SOC LTD (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") FOR A PERIOD OF THREE YEARS ON AS AND WHEN REQUIRED BASIS

- (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
- (f) forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....

SIGNATURE(S) OF BIDDERS(S)

DATE:

SBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a	Yes ☐	No ☐

TRANSNET PORT TERMINALS

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	hard copy of the Register to facsimile number (012) 3265445.		
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

TRANSNET PORT TERMINALS
TENDER NUMBER: TPT/2022/08/0666/9159/RFP
DESCRIPTION OF THE WORKS: PROVISION FOR THIRD PARTY DESIGN REVIEW, QUALITY
SURVEILLANCE AND INSPECTION AT TRANSNET SOC LTD (REG. NO. 1990/000900/30) OPERATING
AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") FOR A PERIOD OF THREE
YEARS ON AS AND WHEN REQUIRED BASIS

SBD 8

CERTIFICATION

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

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

Signature

Date

Position

Name of Tenderer

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Standard Bidding Document (SBD) must form part of all bids/quotes⁴ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).⁵ Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - (a) disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - (b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

⁴ Includes price quotations, advertised competitive bids, limited bids and proposals.

⁵ Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

SBD 9

CERTIFICATE OF INDEPENDENT QUOTATION/PROPOSAL DETERMINATION

I, the undersigned, in submitting the accompanying quote:

(Quote Number and Description)

in response to the invitation for the quote made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/08/0666/9159/RFP

DESCRIPTION OF THE WORKS: PROVISION FOR THIRD PARTY DESIGN REVIEW, QUALITY SURVEILLANCE AND INSPECTION AT TRANSNET SOC LTD (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") FOR A PERIOD OF THREE YEARS ON AS AND WHEN REQUIRED BASIS

SBD 9

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium⁶ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

⁶ 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.

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

Signature

Date

Position

Name of bidder

TRANSNET PORT TERMINALS
TENDER NUMBER: TPT/2022/08/0666/9159/RFP
DESCRIPTION OF THE WORKS: PROVISION FOR THIRD PARTY DESIGN REVIEW, QUALITY SURVEILLANCE AND INSPECTION AT TRANSNET SOC LTD (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") FOR A PERIOD OF THREE YEARS ON AS AND WHEN REQUIRED BASIS

T2.2-20: SBD1 Form

SBD1 FORM

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR THE BELOW REQUIREMENTS:

BID NUMBER:	TPT/2022/08/0666/9159/RFP	CLOSING DATE:	01 st February 2023	CLOSING TIME:	12h00pm
DESCRIPTION	PROVISION FOR THIRD PARTY DESIGN REVIEW, QUALITY SURVEILLANCE AND INSPECTION AT TRANSNET SOC LTD (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") FOR A PERIOD OF THREE YEARS ON AS AND WHEN REQUIRED BASIS.				

BID RESPONSE DOCUMENTS MAY BE SUBMITTED ON THE TRANSNET E-TENDER SUBMISSION PORTAL

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

- ☐ Log on to the Transnet eTenders management platform website (<https://www.transnet.net>);
- ☐ Submit bid documents by uploading them into the system against the tender selected.

PRIOR THE BID CLOSING DATE, BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		AFTER THE BID CLOSING DATE, BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	Wiseman Xaba	CONTACT PERSON	Phumza Lehlohla
TELEPHONE NUMBER	081 864 7514	TELEPHONE NUMBER	0737915227 / 0608543033
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	wiseman.xaba2@transnet.net	E-MAIL ADDRESS	Phumza.Lehlohla@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 No:	UNIQUE REGISTRATION REFERENCE NUMBER: MAAA:

TRANSNET PORT TERMINALS

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DESCRIPTION OF THE WORKS: PROVISION FOR THIRD PARTY DESIGN REVIEW, QUALITY SURVEILLANCE AND INSPECTION AT TRANSNET SOC LTD (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") FOR A PERIOD OF THREE YEARS ON AS AND WHEN REQUIRED BASIS

B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No
--	--	---	---

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
---	--	---	---

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?
YES ☐ NO ☐

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ 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.

TRANSNET PORT TERMINALS

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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 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:



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/08/0666/9159/RFP

DESCRIPTION OF THE WORKS: PROVISION FOR THIRD PARTY DESIGN REVIEW, QUALITY SURVEILLANCE AND INSPECTION AT TRANSNET SOC LTD (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") FOR A PERIOD OF THREE YEARS ON AS AND WHEN REQUIRED BASIS

T2.2-21: SBD 9

SBD 9 - CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds. Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.
2. Transnet will take all reasonable steps to prevent abuse of the supply chain management system and to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
3. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
4. In order to give effect to the above, the following certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/08/0666/9159/RFP

DESCRIPTION OF THE WORKS: PROVISION FOR THIRD PARTY DESIGN REVIEW, QUALITY SURVEILLANCE AND INSPECTION AT TRANSNET SOC LTD (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") FOR A PERIOD OF THREE YEARS ON AS AND WHEN REQUIRED BASIS

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - a. has been requested to submit a bid in response to this bid invitation;
 - b. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - c. provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium¹ will not be construed as collusive bidding.

¹ 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.



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/08/0666/9159/RFP

DESCRIPTION OF THE WORKS: PROVISION FOR THIRD PARTY DESIGN REVIEW, QUALITY SURVEILLANCE AND INSPECTION AT TRANSNET SOC LTD (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") FOR A PERIOD OF THREE YEARS ON AS AND WHEN REQUIRED BASIS

-
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- prices;
 - geographical area where product or service will be rendered (market allocation)
 - methods, factors or formulas used to calculate prices;
 - the intention or decision to submit or not to submit, a bid;
 - the submission of a bid which does not meet the specifications and conditions of the bid; or
 - bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

T2.2-22: Insurance provided by the Consultant

Clause 84.1 in NEC3 Engineering & Construction Contract (June 2005)(amended June 2006 and April 2013) requires that the Consultant provides the insurance stated in the insurance table except any insurance which the Employer is to provide as stated in the Contract Data.

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

Insurance against (See clause 84.2 of the ECC)	Name of Insurance Company	Cover	Premium
Liability for death of or bodily injury to employees of the Consultant arising out of and in the course of their employment in connection with this contract			
Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R10 000 000.			
Insurance in respect of loss of or damage to own property and equipment.			
(Other)			

Signed

Date

Name

Position

Tenderer



TRANSNET PORT TERMINALS

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T2.2-23: Form of Intent to Provide a Performance Guarantee

It is hereby agreed by the Tenderer that a Performance Guarantee drafted **exactly** as provided in the tender documents will be provided by the Guarantor named below, which is a **bank or insurer registered in South Africa**:

Name of Guarantor

(Bank/Insurer)

Address

The Performance Guarantee shall be provided within **2 (Two)** weeks after the Contract Date defined in the contract unless otherwise agreed to by the parties.

Signed

Name

Capacity

On behalf of (name of tenderer)

Date

Confirmed by Guarantor's Authorised Representative

Signature(s)

Name (print)

Capacity

On behalf of Guarantor
(Bank/insurer)

Date



T2.2-24: Forecast Rate of Invoicing

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

Index of documentation attached to this schedule:

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Signed

Date

Name

Position

Tenderer

T2.2-25: Three (3) years audited financial statements

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

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

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TRANSNET PORT TERMINALS

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T2.2-26 SUPPLIER DECLARATION FORM

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

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

General Terms and Conditions:

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

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

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

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



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

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

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

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

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

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

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

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



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

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

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

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



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SUPPLIER DECLARATION FORM

Supplier Declaration Form

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

CSD Number (MAAA xxxxxxx):

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

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

Your Current Company's VAT Registration Status	
VAT Registration Number	
If Exempted from VAT registration , state reason and	



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

Company Banking Details	Bank Name	
Universal Branch Code	Bank Account Number	

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

Company Contact Person Name	
Designation	
Telephone	
Email	

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

Most recent Financial Year's Annual Turnover	<R10Million EME		>R10Million <R50Million QSE		>R50Million Large Enterprise	
--	---------------------------	--	--	--	--	--

Does your company have a valid proof of B-BBEE status?					Yes		No						
Please indicate your Broad Based BEE status (Level 1 to 9)					1	2	3	4	5	6	7	8	9
Majority Race of Ownership													
% Black Ownership		% Black Women Ownership		% Black Disabled person(s) Ownership		% Black Youth Ownership							



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% Black Unemployed		% Black People Living in Rural Areas		% Black Military Veterans			
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Please Note: Please provide proof of B-BBEE status as per Appendix C and D:

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

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



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Agreed plan that will be crafted with the supplier in regards to their development (It could be for ED OR SD in terms of their developmental needs they may require with the company.	*If Yes- Attach supporting documents
ENTERPRISE DEVELOPMENT BENEFICIARY A supplier that is not as yet in our value chain that we are assisting in their developmental area.	YES ☐ NO ☐
SUPPLIER DEVELOPMENT BENEFICIARY A supplier that we are already doing business with or transacting with and we are also assisting them in their developmental area e.g. (They might require training or financial assistance etc.)	YES ☐ NO ☐
GRADUATION FROM ED TO SD BENEFICIARY When a supplier that we assisted with as an ED beneficiary then gets awarded a business and we start Transacting with.	YES ☐ NO ☐
ENTERPRISE DEVELOPMENT RECIPIENT A supplier that isn't in our value chain as yet but we have assisted them with an ED intervention	YES ☐ NO ☐

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

Name and Surname		Designation	
Signature		Date	

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APPENDIX B

Affidavit or Solemn Declaration as to VAT registration status

Affidavit or Solemn Declaration

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

Signature: _____

Designation: _____

Date: _____

Commissioner of Oaths

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

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

Commissioner of Oaths



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APPENDIX C**SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – GENERAL**

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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

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



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

3. I hereby declare under Oath that:

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

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- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),
- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

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

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

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

Deponent Signature

.....

Date

.....

Commissioner of Oaths

Signature & stamp

APPENDIX D

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE – GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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



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

3. I hereby declare under Oath that:

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

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

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

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

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

Deponent Signature

.....

Date

.....

Commissioner of Oaths

Signature & stamp

VENDOR REGISTRATION DOCUMENTS CHECKLIST

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

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



C1.1 FORM OF OFFER & ACCEPTANCE

Offer

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

PROVISION FOR THIRD PARTY DESIGN REVIEW, QUALITY SURVEILLANCE AND INSPECTION AT TRANSNET SOC LTD (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") FOR A PERIOD OF THREE YEARS ON AS AND WHEN REQUIRED BASIS.

The tenderer, identified in the Offer signature block, has

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

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

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

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

Signature(s)

.....
Name(s)

.....
Capacity

.....
**for the
Tenderer:**

.....
(Insert name and address of organisation)

.....
Name &



signature of
witness

Date

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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



Signature(s)

Name(s)

Capacity

**for the
Employer:**

Transnet SOC Ltd operating as Transnet Port Terminals
2nd Floor, 202 Anton Lembede Street,
Durban Central
Durban, 4001

Name &
signature of
witness

Date



Schedule of Deviations

No.	Subject	Details
1		
2		
3		
4		
5		
6		

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

Transnet SOC Ltd operating as Transnet
Port Terminals
2nd Floor, 202 Anton Lembede Street,
Durban Central
Durban, 4001

Name &
signature
of witness

Date



C1.2 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
	dispute resolution Option	A: Priced contract with activity schedule
	and secondary Options	W1: Dispute resolution procedure
		X7: Delay damages
		X9: Transfer of rights
		X10: <i>Employer's Agent</i>
		X11: Termination by the <i>Employer</i>
		X13: Performance Bond
		X18: Limitation of liability
		Z: <i>Additional conditions of contract</i>
	of the NEC3 Professional Services Contract (June 2005) (amended June 2006 and April 2013)	
10.1	The <i>Employer</i> is (Name):	Transnet SOC Ltd
	Address	Registered address: Transnet Corporate Centre 138 Eloff Street Braamfontein Johannesburg 2000
	Having elected its Contractual Address for the purposes of this contract as:	Transnet Port Terminals 2nd Floor, 202 Anton Lembede Street, Durban Central Durban, 4001



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/08/0666/9159/RFP

DESCRIPTION OF THE WORKS: PROVISION FOR THIRD PARTY DESIGN REVIEW, QUALITY SURVEILLANCE AND INSPECTION AT TRANSNET SOC LTD (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") FOR A PERIOD OF THREE YEARS ON AS AND WHEN REQUIRED BASIS

11.2(9)	The <i>services</i> are	PROVISION FOR THIRD PARTY DESIGN REVIEW, QUALITY SURVEILLANCE AND INSPECTION AT TRANSNET SOC LTD (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") FOR A PERIOD OF THREE YEARS ON AS AND WHEN REQUIRED BASIS.
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11.2(10)	The following matters will be included in the Risk Register	None
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	52(Fifty Two) Weeks following Completion or earlier termination.

2 The Parties' main responsibilities

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

3 Time

31.2	The <i>starting date</i> is	TBC	
11.2(3)	The <i>completion date</i> for the whole of the <i>services</i> is	TBC	
11.2(6)	The <i>key dates</i> and the <i>conditions</i> to be met are:	<i>Condition to be met</i>	<i>key date</i>
		1	TBC
		2	
		3	
31.1	The <i>Consultant</i> is to submit a first programme for acceptance within	2 (two) weeks of the Contract Date.	
32.2	The <i>Consultant</i> submits revised programmes at intervals no longer than	4 (four) weeks.	

4 Quality



TRANSNET PORT TERMINALS

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40.2	The quality policy statement and quality plan are provided within	2 (two) weeks of the Contract Date.	
5	Payment		
50.1	The <i>assessment interval</i> is on the	25 th (twenty fifth) day of each successive month.	
50.3	The <i>expenses</i> stated by the <i>Employer</i> are	Item	Amount
		Economy air fares	Charged at proven costs strictly on limits as set out in National Treasury Instructions as amended from time to time.
		Car hire not exceeding group B	Charged at proven costs strictly on limits as set out in National Treasury Instructions as amended from time to time.
		Accommodation	Charged at proven costs strictly on limits as set out in National Treasury Instructions as amended from time to time.
51.1	The period within which payments are made is	Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.	
51.2	The <i>currency of this contract</i> is the	South African Rand (ZAR).	
51.5	The <i>interest rate</i> is	The prime lending rate of the Standard Bank of South Africa.	
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 services	Professional Indemnity insurance for not less than R20 000 000.00 (Twenty Million Rand) in respect of each claim, without limit to the number of claims	Duration of the Contract plus 52 Weeks thereafter
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, for a minimum amount of currently R50 000.00 (Fifty Thousand Rand) in respect of 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	Duration of the Contract
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.	For the duration of the Contract
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	



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/08/0666/9159/RFP

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81.1	The <i>Employer</i> provides the following insurances	Professional Indemnity insurance in respect of failure of the <i>Consultant</i> to use the skill and care normally used by Professionals providing services similar to the services General Third Party Liability cover in respect of death of or bodily injury to a person (not an employee of the <i>Consultant</i>) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i>
82.1	The <i>Consultant's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	<i>For all matters covered under the Employer's Professional Indemnity (PI) and General Third-Party Liability policies, the Consultant's liability will be limited to the excesses applicable under the Employer's Professional Indemnity and General Third-Party Liability policies as detailed in the policy wordings. The current excesses amounts to R5 000 000.00 (Five Million Rand) PI and R50 000.00 (Fifty Thousand Rand) General Third Party Liability, respectively, each and every claim. For all matters not covered under the Employer's Professional Indemnity and General Third-Party Liability policies the Consultants liability will be limited to the final total of the Prices.</i>

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	1 week
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	Durban



	The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the <i>arbitration procedure</i> does not state who selects an arbitrator, is	The Chairman of the Association of Arbitrators (Southern Africa)
12	Data for secondary Option clauses	
X7	Delay damages	
X7.1	Delay damages for late Completion of the whole of the <i>services</i> are	R 15 000.00 per day
X9	Transfer of rights	The Employer owns the Consultant rights over any of the material whatsoever prepared for the Services of this Contract by the Consultant. The Consultant provides on request by the Employer's Agent, 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 Employer.
X10	The Employer's Agent	
X10.1	The <i>Employer's Agent</i> is	
	Name:	Kris Naidoo
	Address	Transnet Port Terminals 2nd Floor, 202 Anton Lembede Street, Durban Central Durban, 4001
	The authority of the <i>Employer's Agent</i> is	Fully empowered to act on behalf of the Employer for the services covered by the contract.
X13	Performance bond	
X13.1	The amount of the performance bond is	10% of the total of the Prices
X18	Limitation of liability	
X18.1	The <i>Consultant's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	Nil
X18.2	The <i>Consultant's</i> liability to the <i>Employer</i> for Defects that are not found until after the <i>defects date</i> is limited to:	The cost of correcting the defect (The Total of the Prices)
X18.3	The <i>end of liability date</i> is	2 (Two) years after Completion of the whole of the services.
Z	Additional conditions of contract	
	The <i>additional conditions of contract</i> are	



Z1 Obligations in respect of Joint Venture Agreements

Z1.1	Insert the additional core clause 21.5 21.5.1 In the instance that the Consultant is a joint venture, the Consultant shall provide the Employer with a certified copy of its signed joint venture agreement, and in the instance that the joint venture is an 'Incorporated Joint Venture,' the Memorandum of Incorporation, within 4 (four) weeks of the Contract starting date. The Joint Venture agreement shall contain but not be limited to the following: • A brief description of the Contract and the Deliverables; • The name, physical address, communications addresses and domicilium citandi et executandi of each of the constituents and of the Joint Venture; • The constituents' interests; • A schedule of the insurance policies, sureties, indemnities and guarantees which must be taken out by the Joint Venture and by the individual constituents; • Details of an internal dispute resolution procedure; • Written confirmation by all of the constituents: i. of their joint and several liability to the Employer to Provide the services; ii. proof of separate bank account/s in the name of the joint venture; iii. identification of the leader in the joint venture confirming the authority of the leader to bind the joint venture through the Consultant's representative; iv. Identification of the roles and responsibilities of the constituents to provide the services. • Financial requirements for the Joint Venture: i. the working capital requirements for the Joint Venture and the extent to which and manner whereby this will be provided and/or guaranteed by the constituents from time to time; ii. the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture
Z1.2	Insert additional core clause 21.6 21.6. The Consultant shall not alter its composition or legal status of the Joint Venture without the prior approval of the Employer.



Z2	Additional obligations in respect of Termination
Z2.1	The following will be included under core clause 90.1: In the second main bullet, after the word 'partnership' add 'joint venture whether incorporate or otherwise (including any constituent of the joint venture)' and Under the second main bullet, insert the following additional bullets after the last sub-bullet: • commenced business rescue proceedings • repudiated this Contract
Z2.2	Clause 90.5 is added as an additional clause Where all or part of the Services are suspended for a period of six months or more either party may terminate the Contract by notifying the other.
Z3	Right Reserved by the Employer to Conduct Vetting through SSA
Z3.1	The Employer reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any Consultant who has access to National Key Points for the following without limitations: 1. Confidential – this clearance is based on any information which may be used by malicious, opposing or hostile elements to harm the objectives and functions of an organ of state. 2. Secret – clearance is based on any information, which may be used by malicious, opposing or hostile elements to disrupt the objectives and functions of an organ of state. 3. Top Secret – this clearance is based on information, which may be used by malicious, opposing or hostile elements to neutralise the objectives and functions of an organ of state.
Z4	Additional Clause Relating to the Employer's rights to take appropriate action



Z4.1	The contract award is made without prejudice to any rights the Employer may have to take appropriate action later with regard to:	Any declared, exposed or confirmed tender rigging.
Z4.1.1		The Consultant 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 Employer is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.
Z4.1.3		The Consultant's breach of this clause constitutes grounds for terminating the Consultant's obligation to Provide the Services or taking any other action as appropriate against the Consultant (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.
Z4.1.4		If the Consultant 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 Employer, the Employer shall be entitled to terminate the contract forthwith and take any other action as appropriate against the Consultant (including civil or criminal action).
Z4.2	The contract award is made without prejudice to any rights the Employer 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 Employer 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 Employer and the Consultant 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	Clause 33.2. is added as an additional clause. The Employer may at any time suspend part or all of the services. As a consequence, if the Consultant is required to demobilise and then remobilise its staff and equipment, the Consultant will be reimbursed at cost. The Consultant will be required to reduce and mitigate all its costs during the period of suspension and will be entitled to compensation only to the extent that it can demonstrate it has incurred costs which were not capable of being mitigated.
Z7	Compensation Events
Z7.1	Clause 61.4: The first bullet point is amended to read as follows: arises from the fault, error, negligence or default of the Consultant.
Z8	Limitation of liability
Z8.1	Add to core clause 82.1 and X18 For the avoidance of doubt the parties expressly agree that the total liability of the Consultant to the Employer applies jointly and severally across all organisations comprising of the Consultant.
Z9	Additional clauses relating to cession of rights
Z9.1	The Consultant shall not cede any rights under this contract without the approval of the Employer.
Z9.2	The Employer may on written notice to the Consultant 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 Employer.
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 Employers' Agent or Adjudicator 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.
-

Z12 Defects Correction Bond (Retention Bond)

- Z12.1 The *Consultant* gives the *Employer* a Defects correction bond, provided by a bank with a minimum long term credit rating of A – (Fitch rating or equivalent) which the Project Manager has accepted, to the value of 10% of the Contract value and in the form set out in document C1.3 Sureties in Part 1 Agreements and Contract Data. The bond will be given to the *Employer* prior to the final delivery, commissioning, testing and handover of the works..
-

Z13 Anti-corruption, TPT Indemnity



Z13.1 **Anti – Corruption**

In the event that the Consultant is alleged to be, or found by any competent court or Tribunal to be involved in any corrupt, unlawful or illegal activities, or is being investigated for any alleged corrupt, unlawful or illegal activity in relation to Transnet or any other party with whom Consultant does business, or if Transnet learns that:

- a. Improper payments are being or have been made or offered to Transnet officials or any other person by Consultant or those acting on behalf of the Consultant with respect to the Services; or
- b. Consultant or those acting on behalf of Consultant has accepted any payment or benefit, regardless of value, as an improper inducement to award, obtain or retain business or otherwise gain or grant an improper business advantage from or to any other person or entity.

Transnet reserves the right to terminate the aforementioned awarded contract, by giving immediate written notice to the effect that, all or any Agreements it may have with Consultant or any and all Awards made Consultant for breach of this clause.

Further in the event of such termination, Consultant shall not be entitled to any further payment, regardless of any activities undertaken or agreements with additional third parties entered into by Consultant prior to such termination; and further.

Consultant shall be liable to Transnet for any actual damages or remedies as provided either in the Agreements that are to be signed or in law.

Z13.2 **Indemnity**

- 1) Consultant irrevocably and unconditionally undertakes to indemnify and does hereby keep TPT indemnified and hold TPT harmless against, and, in respect of, all and any loss or damage incurred by itself or any other third- Party as a result of, arising out of or connected with any failure, act or omission or breach of this Agreement by Consultant or any of its employees, security officers, servants, agents, assigns, Consultants or sub- Consultants, or occurring during or as a result of the provision by the Consultant of the Security Service. Such absolute obligation of Consultant to indemnify TPT on a full indemnity basis against all claims shall including, but not be limited to:



- a) liability in respect of any loss or damage to property, whether movable or immovable, belonging to third parties; or other
 - b) liability in respect of lost property belonging to third parties;
 - c) liability arising out of any unlawful act committed by or Consultant or its employees, security officers, servants, agents, Consultants and sub- Consultants during the process of rendering a Security Service; or at any other time when a claim has been and could be made against the TPT arising out of the acts of or omissions of one or more of such persons;
 - d) liability in respect of the death, unlawful arrest, injury, illness or disease of any person, or entity should the damage, loss, unlawful arrest, death, injury, illness or disease referred to above be attributable to or arise out of the Security Services that are being or have been rendered by the Consultant, its agents, Consultants, sub- Consultants in terms of this Agreement.
- 2) Consultant shall at its own expense and with effect from the date of signature hereof, take reasonable precautions for the protection of life and or property that is in any way connected with in whole or any part of this agreement and shall hold TPT harmless against all claims for any loss, demands, proceedings, damages, costs, charges, expenses whatsoever, arising out of this agreement.
- 3) Consultant agrees that it shall intervene in any claim arising and to indemnify and hold TPT harmless from any claim, damage, loss, cost, expense, legal expenses, arising from or attributable to Consultant provision of services, its acts, or omissions or those of its agents, employees, sub- Consultants, representative/s or other for whom TPT may be / may not be deemed responsible for in terms of the agreement.

C1.2 Contract Data

Part two - Data provided by the *Consultant*

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

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

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

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/08/0666/9159/RFP

DESCRIPTION OF THE WORKS: PROVISION FOR THIRD PARTY DESIGN REVIEW, QUALITY SURVEILLANCE AND INSPECTION AT TRANSNET SOC LTD (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") FOR A PERIOD OF THREE YEARS ON AS AND WHEN REQUIRED BASIS

25.2	The <i>Employer</i> provides access to the following persons, places and things	access to	access date
		1	
		2	
		3	
31.1	The programme identified in the Contract Data is		
50.3	The <i>expenses</i> stated by the <i>Consultant</i> are	item	amount
A	Priced contract with activity schedule		
11.2(14)	The <i>activity schedule</i> is in		
11.2(18)	The tendered total of the Prices is		(in figures)
			(in words), excluding VAT

C1.3 Forms of Securities

Pro forma Performance Guarantee

For use with the NEC3 Professional Services Contract - June 2005 (with amendments June 2006 and April 2013)

The conditions of contract stated in the Contract Data Part 1 include the following Secondary Option:

Option X13: Performance bond

The pro forma document for this Guarantee is provided here for convenience but is to be treated as part of the Scope of Services.

The organisation providing the Guarantee does so by copying the pro forma document onto its letterhead without any change to the text or format and completing the required details. The completed document is then given to the Employer within the time stated in the contract.

The Performance Bond needs to be issued by an institution that are reasonably acceptable to the Employer.

Transnet may choose to not to accept an Issuer. Should the issuer not being accepted, the performance bond needs to be replaced by an issuer that are acceptable to Transnet. Issuers need to be verified for acceptance by Transnet before a performance bond is issued.



TRANSNET PORT TERMINALS

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Pro-forma Performance Bond (for use with Option X13)

(to be reproduced exactly as shown below on the letterhead of the Surety)

Transnet SOC Ltd
C/o Transnet Port Terminals
Transnet Corporate Centre
138 Eloff Street
Braamfontein
Johannesburg
2000

Date:

Dear Sirs,

Performance Bond for Contract No. TPT/2022/08/0666/9159/RFP

With reference to the above numbered contract made or to be made between

Transnet SOC Limited, Registration No. 1990/000900/30

(the Employer) and

{Insert registered name and address of the Consultant}

(the Consultant), for

{Insert details of the services from the Contract Data}

(the services).

I/We the undersigned

on behalf of the Guarantor

of physical address

and duly authorised thereto do hereby bind ourselves as Guarantor and co-principal debtors in solidum for the due and faithful performance of all the terms and conditions of the Contract by the Consultant and for all losses, damages and expenses that may be suffered or incurred by the Employer as a result of non-performance of the Contract by the Consultant, subject to the following conditions:

1. The terms Employer, Consultant, Employer's Agent, services and Completion Certificate have the meaning as assigned to them by the conditions of contract stated in the Contract Data for the aforesaid Contract.
2. We renounce all benefits from the legal exceptions "Benefit of Excussion and Division", "No value received" and all other exceptions which might or could be pleaded against the validity of this bond, with the meaning and effect of which exceptions we declare ourselves to be fully acquainted.
3. The Employer has the absolute right to arrange his affairs with the Consultant in any manner which the Employer deems fit and without being advised thereof the Guarantor shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the Guarantor. Without derogating from the foregoing compromise, extension of the construction period, indulgence, release or variation of the Contractor's obligation shall not affect the validity of this performance bond.
4. This bond will lapse on the earlier of
 - the date that the Guarantor receives a notice from the Employer's Agent stating that the Completion Certificate for the whole of the services has been issued, that all amounts due from the Consultant as certified in terms of the contract have been received by the Employer and that the Consultant has fulfilled all his obligations under the Contract, or
 - the date that the Surety issues a replacement Performance Bond for such lesser or higher amount as may be required by the Employer's Agent.



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5. Always provided that this bond will not lapse in the event the Guarantor is notified by the Employer's Agent, (before the dates above), of the Employer's intention to institute claims and the particulars thereof, in which event this bond shall remain in force until all such claims are paid and settled.
6. The amount of the bond shall be payable to the Employer upon the Employer's demand and no later than 7 days following the submission to the Guarantor of a certificate signed by the Employer's Agent stating the amount of the Employer's losses, damages and expenses incurred as a result of the non-performance aforesaid. The signed certificate shall be deemed to be conclusive proof of the extent of the Employer's loss, damage and expense.
7. Our total liability hereunder shall not exceed the sum of:
 (say) _____
 R _____
8. This Performance Bond is neither negotiable nor transferable and is governed by the laws of the Republic of South Africa, subject to the jurisdiction of the courts of the Republic of South Africa

Signed at _____ on this _____ day of _____ 201_

Signature(s)

Name(s) (printed)

Position in Guarantor company

Signature of Witness(s)

Name(s) (printed)



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PART C2: PRICING DATA

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



C2.1 Pricing instructions: Option A

1.1 The conditions of contract

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

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

**Identified 11
and defined
terms 11.2**

(14) The Activity Schedule is the *activity schedule* unless later changed in accordance with this contract.

(15) The Price for Services Provided to Date is the total of the Prices for the activities which have been completed. A completed activity is one which is without Defects which would delay immediately following work.

(18) The Prices are the lump sums for each of the activities on the Activity Schedule unless later changed in accordance with this contract.

1.3 Measurement and Payment

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



C2.2 Activity Schedule

The Employer requires at least the following activities to be priced. Each activity must be priced individually. The price reflected below must be fixed and firm. Failure to provide a fixed and firm price will declare the Contractor non responsive.

It is Transnet's preference to enter into a Rand based contract, where the contractor will hedge the Foreign exchange (FX) risk exposure on their balance sheet at a cost acceptable to Transnet by verifying cost of hedging with Transnet Treasury before hedge execution by the contractor. Should this not be possible and should it be required that the Employer hedge the FX risk, the Contractor will be required to re-imburse the Employer for any hedging related costs (losses that arise due to the moving of hedges), in the event that a payment cannot take place on the hedged date due to the Contractor.

For any supply items, it is Transnet's preference to enter into a contract on a DDP (Incoterms 2010) basis. However, a DAP (Incoterms 2010) will be accepted, provided the contractor agrees to reimburse the Employer in respect of any additional costs to be incurred as a result of choosing the DAP Incoterms 2010, e.g. Customs VAT, cargo.

Activity Schedule – Third Party Design Review

		Pricing Returnable schedule - Equipment					
		Europe based Supplier (with manufacture in Europe)	Europe based Supplier (with manufacture in China)	China based Supplier (with manufacture in China)	Europe based Supplier (with manufacture in Middle East)	Foreign Supplier (with manufacture in RSA)	US based Supplier (with manufacture in US)
		Hours	Hours	Hours	Hours	Hours	Hours
Third Party Inspections	4 x Ship to Shore Cranes	2000	4000	4000	2000	2000	2000
	7 x Rubber Tyre Gantry Cranes	600	3000	3000	1000	1000	1000
	2 x Rail Mounted Gantry	600	1500	1500	1000	1000	1000
	26 x Straddle Carriers	3000	2000	2000	1000	1000	1000
	1 x Ship Loader	2000	5000	5000	2000	2000	2000
	1 x Ship Unloader	2000	4000	4000	2000	2000	2000
	2 x Tippler	1000	3000	3000	2000	2000	2000
	1 x Stacker	1500	5000	5000	2000	2000	2000
	1 x Re-Claimer	2000	6000	6000	2000	2000	2000



	1 x Mobile Ship Loader	1000	3000	3000	2000	2000	2000
	1 x Empty Container Handler	200	200	200	1000	1000	1000
	1 x Reach Stacker	200	100	100	100	200	200
	20 x Haulers	200	300	300	300	300	300
	10 x Fork Lifts	200	200	200	200	200	200
	Total Hours						
	Rate						
	Sub-total						
Design Review	4 x Ship to Shore Cranes	400	400	400	400	400	400
	7 x Rubber Tyre Gantry Cranes	300	300	300	300	300	300
	2 x Rail Mounted Gantry	400	400	400	400	400	400
	26 x Straddle Carriers	300	300	300	300	300	300
	1 x Ship Loader	1000	1000	1000	1000	1000	1000
	1 x Ship Unloader	1000	1000	1000	1000	1000	1000
	2 x Tippler	1000	1000	1000	1000	1000	1000
	1 x Stacker	1000	1000	1000	1000	1000	1000
	1 x Re-Claimer	1000	1000	1000	1000	1000	1000
	1 x Mobile Ship Loader	1000	1000	1000	1000	1000	1000
	Total Hours						
	Rate						
	Total- Carried to form C1.1 Offer and Acceptance						
	Note:	All rates to include disbursements (Including travel,accommodation, ect.)					



Notes:

1. In the event of Compensation Events occurring the basis of any dayworks rates and expenses for the works to be undertaken, will be based on the following schedules of rates to be priced and submitted with the main tender. These rates to be used where activity related items are not applicable.

STAFF RATES

Category		Basis of staff rate, excluding VAT	Applicable parameter
1	Director or member providing strategic guidance in planning and executing a project and performing quality management checks.	Rate per hour in Rand	R \ hour
2	Professionals who provide advice at a level of specialization where such advice is recognized as that of an expert		R \ hour
3	Professionally qualified staff, with adequate expertise and relevant experience, who carry direct professional responsibility for one or more specific activities related to a project.		R \ hour
4	Salaried technical staff with adequate expertise and relevant experience performing work with direction and control provided by any person contemplated in categories 1, 2 or 3.	Cents per hour for every R100 total annual cost of employment	cents/hr/R100
5	Casual labour employed on a daily basis	Factor times daily market related wage	Factor = Daily wage=

EXPENSES

Category		Basis of expense, excluding VAT	Applicable parameter
1	Subsistence allowance	Amount per day	%
2	Factor applied to costs for the excavation of test pits, boreholes, drilling, testing and sampling and making good.	Factor times cost	Factor =
3	Factor applied to transportation costs and accommodation	Factor times cost	Factor =
4	Private car or MPV		
4.1	Engine capacity less than or equal to 1600 cc	Cost per km in Rands	R /km
4.2	Engine capacity greater than 1600 cc		R /km
5	Pick up vans and bakkies		



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5.1	Engine capacity less than or equal to 1600 cc	Cost per km in Rands	R	/km
5.2	Engine capacity greater than 1600 cc		R	/km

Other Expenses: As per ECSA rates or defined cost +10%

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Title: Scope of Work (Third Party Design Review, Quality Surveillance and Inspection)

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NAME

SIGNATURE

DATE

PREPARED BY: K. NAIDOO

07-06-2021

APPROVED BY: D. MOODLEY

07-06-2021

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1. INTRODUCTION

Transnet SOC Ltd is proposing: Third Party Design Services, Quality Surveillance and Inspection of Bulk / Port Equipment.

2. PURPOSE

The purpose of this document is to outline Transnet Projects requirements for the services of an independent Third Party reviewer that will perform engineering design reviews independent to the vendor.

Further to design review, the third party reviewer shall be expected to define and carry out third party quality control activities associated with the fabrication and installation of the equipment. Some activities include defining critical hold points, witness points, inspection, verification, surveillances and audits.

3. DESIGN AND FABRICATION LOCATION

- 3.1. Transnet intends acquiring the following Bulk / Port Equipment for which Third Party Design Services, Quality Surveillance and inspection will be required.

Equipment Type	Quantity	Terminal	Expected Award
Terminal Haulers	25	Durban / EL Container Terminal	2022/2024
Ship to Shore Cranes (STS)	4	Ngqura / PE Container Terminal	2023/2024
Straddles (SC)	26	DCT /PE Container Terminal	2022/2024
Empty Container Handlers (ECH)	2	Durban Container Terminal	2022/2024
Forklifts	10	Durban Container Terminal	2021/2024
Bulk Loader	1	Richard Bay	2022/2024
Bunged Fuel Tanks	1	Richard Bay	2021/2024
Re-claimer/Stacker	2	Richard Bay/Saldanha	2022/2024
Reach Stackers	1	Durban Container Terminal	2021/2024
Rubber Tyre Gantry (RTG)	20	Pier 1/Cape Town	2021/2024
Rail Mounted Gantry (RMG)	2	Cape Town /DCT	2021/2024
Tippler	2	Saldanha /Richard Bay	2021/2024

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3.2. The design offices and manufacturing facilities of the Contractors/Suppliers of the bulk/port equipment could be located in any of the following countries/continents, and the Service Provider must have sufficient presence in these areas, or be in a position to suitably establish himself in any of these areas if required:

- Far East (Japan, China, Malaysia, etc.)
- UK
- Europe
- Middle east (Dubai)
- South Africa

4. SCOPE OF WORK

The Third-Party design reviewer shall check and review for design, fabrication and installation compliance with required applicable codes, regulations, standards, and approved documents containing information relevant to the equipment covered by this documents.

The third party reviewer shall review Suppliers/Contractors Quality Control plan(s) for the design, fabrication and erection. The reviewer shall also review the method statement for all inspection activities to be carried during manufacture and erection. The mentioned documents shall be send to TPT for review and approval.

4.1 DESIGN REVIEW

The Third-Party design reviewer shall review all approved engineering designs for each equipment covered under this document. The design reviews shall include but not limited to the following;

- Review of equipment designs and calculations
- Review of the engineering drawings
- Review of structural design load calculations;
- Review of mechanical design load calculations
- Review of electrical design and calculations

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4.2 THIRD PARTY QUALITY ACTIVITIES

4.2.1 INSPECTION AND TESTING RESULTS

The third party shall review and advise Client in all related inspection and testing results and reports including but not limited to the following:

- | | |
|----------------------------------|---|
| 1) Testing of luffing structure. | 11) Chemical properties |
| 2) Functional tests | 12) Mechanical properties |
| 3) Load testing | 13) Impact test |
| 4) Non-destructive testing (NDT) | 14) Hardness test |
| 5) Liquid penetration test | 15) Pressure test |
| 6) Magnetic particle testing | 16) Air leak test |
| 7) Radiography testing | 17) Concrete test reports |
| 8) Ultrasonic testing | 18) Bond stress test |
| 9) Heat treatment reports | 19) Concrete, steel inspection reports. |
| 10) Abrasion resistance | |

4.2.2 INSPECTION DURING FABRICATION

The following inspections shall be planned and conducted by the third party reviewer:

- Supplier's site inspection (Facilities and equipment)
- Material receiving inspection
- Online Inspection (during manufacturing of components, i.e. welding, etc.);
- Inspection during shop assembly
- Final inspection prior to dispatch
- Compilation of reports and verification of test and material certificates
- Obtain all design drawings on behalf of the Employer and ensure same are stored on a database per project

4.2.3 INSPECTION DURING ERECTION

- Erection site inspection for readiness
- Work inspected during erection
- Compilation of reports and verification of test certificates

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4.3 DESIGN REVIEW MEETINGS

The independent third party shall schedule and coordinate periodic design review meetings with vendor which must be carried out throughout the design review process. These meetings will provide an avenue whereby any anomalies, errors, omissions etc., which are discovered during the course of the design review can be advised to the Contractor immediately. This will allow for any remedial modification or re-design to be undertaken immediately thus minimising any significant delays to the project timeline. It is anticipated that these meetings will be required as minimum;

- Kick-off Meeting
- Basic Design Review Meetings
- Detail Design Review Meetings

4.4 DESIGN REVIEW APPROACH

The independent third party review is to demonstrate structural design review process that has to be employed.

5. PROFESSIONAL TEAM EXPERIENCE

The Third Party design review shall undertake the independent engineering design review using the personnel that possess intensive experience in their field of their expertise. The proposed technical team personnel should be well experienced in carrying out design reviews of mobile bulk materials handling equipment. The engineering personnel must be a registered Professional Engineers registered with Engineering Council of South Africa (ECSA or International equivalent. Minimum experience of ten (10) years in the field of engineering is required on all technical team members. The engineers must be able to write/speak English fluently.)

The reviewer shall be familiar with typical international and South African standards for the design and testing of bulk handling equipment like FEM, BS 2573, BS 466, and BS EN 13001etc.

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Where the third party reviewer operates through additional offices or other surveillance/testing suppliers, the duties may be delegated in part or total, by the reviewer if required and is approved by TPT.

5.1 REVIEWER'S RESPONSIBILITIES

The reviewer shall be required to perform any or all of the following:

- Attendance of all design clarification meetings between the Contractor/Supplier and the TPT and providing the necessary inputs regarding compliance with TPT requirements, relevant local and international standards and statutory and legal requirements.
- Inspection and review of detailed design drawings as supplied by the various Contractors/Suppliers and confirmation of compliance with the Employer/Purchaser requirements, relevant local and international standards and statutory and legal requirements. Ensure detailed design drawings are finalised and transferred to TPT.
- Design drawings to be loaded onto a shared database with TPT for each project/contract
- Verification of the accuracy and acceptability of stress, stability and other calculations (including finite element analysis results) as supplied by the Contractors/Suppliers.
- General comments on the proposed design as supplied by the Contractors/Suppliers.
- Review the structural, mechanical, electrical /electronic control system design.
- Identify design area's which require more detailed / critical quality control requirements if any.

6. QUALITY SURVEILLANCE AND INSPECTIONS

- The Scope of Services required from the third party reviewer shall be identified by TPT in his Inspection Assignment Form and could comprise any or all of the following:
- Proactively identify conflicts within the Contract documents, between Contract documents and the Contractor/Supplier's fabrication methodology, as well as between Contract documents and Contractor/Supplier's understanding of requirements

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- Assist the Project Manager in defining and ensuring that detailed Supplier material traceability and exotic material inspection requirements are covered in the Quality Management Strategy
- Assist the Project Manager with review and approval of Contractor/Supplier's Quality Management Plan (QMP)
- Ensure the Contractor/Supplier is fully aware of the Project Quality Requirements before work commences
- Assist the Project Manager with review and approval of the Contractor/Supplier's Quality Control (QC) Test & Inspection Schedule to cover the following:
 - Type tests
 - Manufacturers data reports
 - Other verification mechanisms
 - Inspection procedures
 - Witness & hold points
 - Welders qualification/certification, welding consumables, welding conformance, weld repair procedures
 - Non-destructive Testing and NDT reports
 - Material certification
 - Critical hardness
 - Dimensional compliance
 - Trial assembling
 - Visual inspection
 - Painting
- Set up and maintain a QC record tracking system
- Coordinate specialist consultants with respect to metallurgical tests and non-destructive Testing (NDT)
- Conduct assessment and audits of Contractor/Supplier to ensure their QMP's have been implemented and that QC records are complete and up to date
- Control change management of Contractor/Supplier's QMP
- Check prior to use that Contractor/Supplier's measuring & test equipment calibration certificates are current and traceable to a National Standard

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- Comply with safety requirements at Contractor/Supplier's premises
- Where applicable and in conjunction with the *Contractor/Supplier's* inspector, witness or verify testing of critical components at their source (e.g. mills and suppliers) prior to shipment to fabrication workshops. The latter includes but is not limited to rolled steel sections and plates, castings and forgings and of any other materials as required by the Contractor/Supplier's Works or Goods Information.
- Check that subcontractor/sub-supplier products have been inspected and released by the Contractor/Supplier's QC Inspector
- Conduct Quality Surveillance and compliance monitoring and inspections to the required level (limited scope, full scope or resident)
- Monitor the Contractor/Supplier's inspection methods and techniques to ensure that product conformance is established
- Ensure that non-conforming products are clearly identified and quarantined
- Verify that all jigs, templates and fixtures are checked and re-checked at regular intervals and advise of the level of control achieved by the Contractor/Supplier
- Verify that all equipment used during manufacturing is suitably identified by the use of markings, authorized stamps, tags, labels, etc.
- Preparation & submission of an inspection report immediately following each inspection
- Review red-lining of Contractor/Supplier's drawings
- Monthly Quality reporting, including trending of non-conformances
- Review & distribute Inspection Release Certificates
- Assist Project Manager with resolution of quality issues
- Assist Project Manager with resolution of non-conformances
- Advise Project Manager on waivers and/or concession requests
- Progressively review the Contractor/Supplier's Quality Control Data Packs (QCDP) and verify the final QCDP
- Confirming that suitable packaging, corrosion prevention and securing of the equipment has been done for the sea voyage to South Africa
- Interface with and support TPT's Site quality personnel during erection, commissioning and acceptance testing

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- If and where applicable, be responsible for verifying that the Contractor/Supplier has employed the services of an approved testing authority or laboratory.
- Compile defects lists and monitor corrective rework
- Assist the Project Manager with the review and approval of the Contractor/Supplier's data books
- Assist the Project Manager with the review and approval of the Contractor/Supplier's as-built drawings
- Management and Start up
- The Service Provider shall prepare a service delivery schedule aligned to the particular Contractor/Supplier's programme and QCP for acceptance and approval by the Employer.
- The Service Provider, on a monthly basis, or at such intervals as agreed upon, furnishes the Employer his progress reports, which shall include but not be limited to the following:
 - Progress against his service delivery schedule
 - Progress against the current approved Contractor/Supplier's programme
 - Progress against the Contractor/Supplier's quality control plan
 - Progress against the Service Provider's inspection schedule
 - Deviations from the approved schedules
 - Noncompliance of any test results from specification and details of proposed corrective measures
 - Actual and anticipated problems with action plans to minimise impact.
 -

7. DOCUMENTS SUPPLIED BY THE *EMPLOYER*

7.1 CONTRACT / PURCHASE ORDER

Copies of the applicable Purchase Order (PO) or Contract as applicable, or parts thereof, technical specifications and documentation necessary for the implementation of the particular assignment will be forwarded by e-mail or post / courier (dependent upon urgency) to the *Service Provider*.

8. COMMUNICATIONS

All communications from the *Service Provider* regarding an Inspection Assignment shall be made through the Employer Representative's Contracts Manager. Communications shall always

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reference the Company Representative's PO/ Contract number on which surveillance is being or will be conducted.

9. SERVICE PROVIDER'S INSPECTION AND TEST PLAN (ITP)

Where available, the *Contractor/Supplier's* ITPs shall be forwarded to the *Service Provider* with the copy of the Purchase Order or Contract and technical specifications. When a *Contractor Supplier's* ITP is not available, the *Service Provider* shall develop an ITP of its own for use on the surveillance assignment. The *Employer's* Representative must approve the ITP prior to its use. Where inspection and/or testing in addition to that shown on the *Contractor/Supplier's* ITP is desirable or considered necessary by the *Service Provider*, the *Service Provider* shall notify the *Employer's* Representative and submit a marked up ITP for approval.

The *Service Provider* shall determine from the Inspection Assignment Form and ITP, the detailed extent of inspection required.

9.1 MANUFACTURER'S DATA BOOK (MDB)

When an MDB is specified as a requirement in the Purchase Order / Contract, the *Service Provider* is provided with the "Requirements for Documentation Deliverables" which details the *Employer's* MDB requirements.

During surveillance of the work, the *Service Provider* shall, where and to the extent nominated on the Inspection Assignment Form, carry out the following activities:

- Instruct the *Contractor* that their MDB will not be accepted by the *Employer's* Representative unless reviewed, verified and endorsed in its final form by the *Service Provider*.
- Ensure that the *Employer's* MDB requirements are fully complied with by the *Contractor/Supplier*.
- Verify that test certificates, mill certificates, reports and any other relevant documents are authentic and valid. Endorse such documentation with a coloured stamp, date and sign, stating "original" on originals and "copy complying with original", on copies.
- Endorse any manufacturing procedures (e.g. welding procedures) as above, indicating whether they have been previously approved by the *Employer's* Representative and/or the appropriate Approval Authority.

After final acceptance of the Goods quoted in the Purchase Order / Contract, but before release, the *Service Provider* shall, where and to the extent nominated on the Inspection Assignment Form, review the compilation, presentation and content of the MDB for the following:

- Conformance to the MDB requirements.
- Completeness against the accepted List of Contents.

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- Validity of any documentation not previously reviewed.
- Endorse the index page of each section of the MDB using a coloured stamp, date and sign acceptance of the section compilation and content.

9.2 REPORTING

A complete Design Review and Verification Report (DRVR) shall be compiled by the Service Provider, covering all deliverable elements as specified. All supportive documentation, calculations, analysis results, etc. shall be incorporated. The DRVR shall be signed-off by the respective engineer.

Reporting requirements for the surveillance assignment are specified in the Inspection Assignment Form, e.g. progressive reports required or Final Report only. All reports shall be forwarded to the *Employer's* Representative as specified in the Inspection Assignment Form for the attention of the TPT Quality Manager, or delegate.

All reports and certificates must be provided in printed and electronic format for inclusion in the Employer's document control system.

9.2.1 SURVEILLANCE INSPECTION REPORT (SIR)

Summary SIRs shall be e-mailed to TPT's Quality Manager by the Service Provider's surveillance personnel immediately following surveillance visits. Full reports shall be e-mailed within 24 hours and where required forwarded by post within one week. SIRs shall be identified by the Inspection Assignment Form number and be sequentially numbered for each surveillance visit.

The *Service Provider* shall be allowed to utilize its own report format providing it addresses as a minimum.

When issues causing actual or potential technical non-compliances; schedule delays; or other problem(s) are identified by the *Service Provider's* surveillance personnel, they shall urgently complete an Inspection Surveillance Report and e-mail it to the *Employer's* Representative's QA Manager. The report should clearly identify the issue(s), the possible variation to specification / scheduled delivery dates, and any proposed resolution of those issue(s).

9.2.1 NON-CONFORMANCE REPORT (NCR)

When errors or deviations from specified requirements are identified in the Goods and if the Contractor cannot correct the deficiency without substantial re-working or scrapping, the Service Provider's surveillance personnel shall urgently take the following action:

- Issue an NCR to the *Contractor/Supplier*.

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- Provide the NCR with a number made up of the Purchase Order or Contract number plus a sequential double digit number.
- The *Service Provider* may utilize its own NCR format, providing it addresses as a minimum
- Complete an Inspection Report, attach a copy of the NCR to it and urgently e-mail it to the Employer Representative's QA Manager.

9.2.3 INSPECTION RELEASE

When identified as a requirement on the Inspection Assignment Form the *Service Provider* shall release upon successful completion of all of the ITP inspection / test requirements.

The *Service Provider* shall submit the Inspection Assignment Form indicating the release to the *Contractor/Supplier* for signature of conformance and shall then forward the Inspection Assignment Form to TPT's Quality Manager for completion.

No Goods are to be shipped until the Inspection Assignment Form is completed and issued by the Employer's Representative to release part, whole or the balance of items covered in the particular Contract.

Inspection Assignment Form for release purposes shall be issued by TPT's Quality Manager as follows; e-mailed to the Contractor and Service Provider, with a hard copy sent by fax / post to the Contractor for inclusion with the delivery documentation and in the Contractor's MDB.

An Inspection Assignment Form for Release shall not be raised if MDB documentation has not been reviewed by TPT's Quality Manager or the *Service Provider's* surveillance personnel.

The raising of an Inspection Assignment Form for Release is also conditional on itemised Goods being complete, no outstanding inspection / verification, all NCRs being resolved and all necessary Approval Authority reviews being completed.

9.2.4 FINAL REPORT

When a Final Report is required, the Service Provider shall compile and submit the Final Report to the Employer's Representative within two weeks of completion of the Goods. The Final Report shall contain a summary of all verification and surveillance activities for the assignment and provide the following information:

- Purchase Order / Contract number, notification date, scope of services and Supplier details.
- Summary of the scope of verification, surveillance and test activities including outcomes, with applicable dates and time expended.

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- Lists of any sub-suppliers within the assignments scope, their applicable work scope, Inspection Assignment Form for Release issued and locations at which surveillance was conducted.
- Lists of all Trouble Reports / NCRs issued during the surveillance assignment and details of corrective actions or concessions granted that allowed the issue of Inspection Assignment Form for Release.
- Lists of SIRs against the names of the assigned surveillance personnel.
- Contractor Inspection Release Certificate number and date issued.
- A statement of verification of compliance with the Inspection Assignment Form instructions and this Specification's requirements.

The Employer's Representative will review the report and (if necessary) return it to the *Service Provider* for revisions as marked. The revised Final Report shall be sent back to the *Employer's Representative* within one week of receipt.

10. CO-OPERATION WITH OTHERS

The *Service Provider* shall:

- Conduct formal and informal oral and written communications with any other service providers, specialists and the Contractor/Supplier who are providing services to the project as necessary for the purpose of providing the services
- Maintain an up to date record of the receipt and delivery of any communication required for the purpose of the *services*

11. GENERAL HEALTH AND SAFETY

The *Service Provider* complies with the *Employer's* Health and Safety requirements.

12. QUALITY ASSURANCE

All Contractors/Suppliers are contractually required to comply with their Purchaser's requirements as per the approved Quality Management System.

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In the execution of his services, the Service Provider shall also comply with the relevant requirements.

13. APPLICABLE NATIONAL AND INTERNATIONAL STANDARDS CODES AND REFERENCE DOCUMENTATION

The Service Provider is responsible for obtaining any national and international codes and standards referenced in any of the contract works information from the relevant organizations or agents. It is the responsibility of the Service Provider to request any documents or parts thereof referenced in the Works Information.

14. PARTICULAR/GENERIC SPECIFICATION

The *Service Provider* is to abide by all the relevant governing Acts and codes laid down by the learned society or trade association representing the *Service Provider's* profession.

15. REFERENCES

For all technical requirements, the Third Party Reviewer must refer to the documents below;

Transnet Technical Specification and Works Information

Quality Management Specification – EEAM-Q-009

Commissioning and Handover Specification – EEAM-Q-013

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DETAILS CONTENTS

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1. Introduction

This Specification outlines the minimum requirements to ensure that products and services supplied to Transnet Port Terminals are manufactured, provided, constructed or installed in accordance with all specified requirements as defined in the Contract, all associated specifications, drawings, codes and standards.

2. Definitions

Term, Abbreviation	Meaning
Data	All drawings/documents/data/information and DP's required to be supplied under the Contract
Data Pack (DP)	A compilation of manufacturing data, certification, inspection and testing records prepared by the Supplier/Contractor to verify compliance with the Contractual requirements.
Employer	For the purposes of this document, the term Employer has the same meaning as applied to the term Client.
Field Inspection Checklist (FIC)	A document that details the checks, requirements and test parameters for each type of equipment to permit field installation and pre- commissioning of the equipment.
TPT	Transnet Port Terminals is the Employer's Nominated Agent in terms of the Conditions of Contract.
Inspection Release Report (IRR)	A document issued to the Supplier/Contractor by TPT advising release of the Materials for shipment. This does not relieve the Supplier/Contractor of its obligations in accordance with the Terms and Conditions of the Contract.
Inspection Waiver Report (IWR)	A document issued to the Supplier/Contractor by TPT advising that TPT has waived final inspection for the materials listed in this document. The issue of this Report does not preclude further inspection by TPT, is issued without prejudice and does not relieve the Supplier/ Contractor from the guarantees and obligations included in the Contract/ Contract. A document prepared by the Supplier/Contractor providing relevant information applicable to the installation and maintenance of the specific equipment, including consumables (eg. oils etc)
Project Quality Plan (PQP)	A document that outlines the Supplier/Contractor's strategy, methodology, resources allocation, Quality Assurance and Quality Control coordination activities to ensure that Goods and Services supplied meet or exceed the requirements defined in the Contract, drawings, codes and standards.
Quality Control Plan (QCP*)	A document outlining specific manufacturing / construction inspection and testing requirements, including responsibilities, test acceptance criteria, nomination of witness and hold points. For the purposes of this document, the term Supplier/Contractor has the same meaning as applied to the term Sub-Supplier/Sub-Contractor
Supplier/Contractor	This refers to the documentation required to be submitted by the relevant Supplier / Contractor in terms of the Contract.
Supplier/Contractor Data Requirements	These requirements are generally tailored to suit the particular Scope of Work, although it also addresses the manner in which the documentation is required to be submitted, eg Hard copy, Electronic copy etc
Technical Query Note (TQN)	This refers to a document used by the Supplier/Contractor to formally clarify a Technical Query related to the scope of supply. This should not be used where a non-conformance has already been initiated.

3. Applicable Documents

3.1 General

All work performed shall comply with the requirements of this Specification, the documentation referenced in the Contract and the latest revision/edition of the relevant Codes and Standards referenced herein.

3.2 Statutory Regulations

Occupational Health & Safety Act, Act No 85, of 1993 and Regulations as amended.

3.3 Codes and Standards

Document No.	Title
ISO 9001	International Standard Series Quality Systems

WCS have been supplied with 3 documents EEAM-Q-013 Commissioning and Handover, Standard and Technical Data Sheets. There is some renumbering needed

4. Quality System

4.1 General

The Supplier/Contractor shall be responsible for all quality activities necessary to ensure the Work meets the requirements specified in the Contract, and shall manage and coordinate all Quality aspects of Work in accordance with the requirements of this Specification, and the Supplier/Contractor's QQP and QCP's once reviewed and approved by TPT.

The Supplier/Contractor shall ensure that all Sub-Suppliers/Sub-Contractors also conform to the requirements of this Specification.

4.2 Supplier/Contractor Quality System Requirements

The Supplier/Contractor shall have, maintain and demonstrate its use to TPT, its documented Quality Management System. The Supplier/Contractors Quality Management System should be in accordance with the International Standard ISO 9001.

The Supplier/Contractor shall submit its Quality System documentation to TPT at the time of tender and at Contract Phases as detailed below:

- Project Quality Plan
- Quality Policy
- Index of Procedures to be used
- Programme of internal and external audits

4.3 Supplier/Contractor Documentation Requirements

The Supplier/Contractor shall develop and maintain a comprehensive register of documents that will be generated throughout the project, and shall include all quality related documents. The register shall be submitted to TPT for review.

TPT shall indicate those documents required to be submitted for information/review and/or acceptance and this shall be indicated in the Supplier/Contractors' Document Register. The register shall indicate the dates of issue of the documents taking into account sufficient time to allow TPT review/acceptance cycle prior to the document being required for use.

5. Quality Assurance

5.1 Project Quality Plan

Where specified, the Supplier/Contractor shall submit a PQP to TPT within 28 days after the Contract start date. The PQP shall detail how the Supplier/Contractor's Quality System will be applied to the Scope of Work specified in the Contract, and shall address the following:

- Satisfying the technical and quality requirements of the Supplier/Contractor's Scope of Work, and relevant elements of the applicable ISO 9001 standard
- include all quality activities relevant to the Scope of Work, identifying all procedures, reviews, audits, controls and records used to control and verify compliance with the specified Contractual requirements

Include a listing of all special processes (eg. welding and non-destructive testing, cube testing etc) envisaged for use, including confirmation of personnel certification as required

- Include all proposed method statements (for site based work activities)
- Include a description of the Supplier/Contractor's project organisation, with key positions and responsibilities identified and individuals named. The organisation structure shall also indicate the resources committed to the management / coordination of QA / QC activities
- Include a listing of all Quality Control Plans (QCP's), and associated Field Inspection Checklists (FIC's), as applicable
- Identify in the Project Quality Plan any Sub-Supplier/Sub-Contractor work. Sub-Supplier/Sub-Contractor plans shall be approved by the Supplier/Contractor, and a copy forwarded to the TPT
- Include the proposed Authorised Inspection Authority (where applicable – for example pressurized equipment and systems)
- Include a schedule of proposed quality records

The PQP shall be controlled and re-submitted for approval when required to incorporate any change necessary during the Contract duration to ensure that the document is maintained as an effective control, change management and records. The change management will be done to an agreed policy or procedure.

Note: Where the Supplier/Contractor is required to provide a PQP, no work shall commence until the PQP is approved by TPT.

5.2 Procedures

The Supplier/Contractor's PQP and procedures shall address the system elements and activities appropriate to the Scope of Work, in compliance with the specified Quality Standard.

Where specified, the Supplier/Contractor shall submit copies of Quality Procedures for review. In addition, the Supplier/Contractor shall ensure that copies of all Procedures relevant to the Scope of Work are available for reference by TPT at each work location.

These will include, as applicable, the following:

5.2.1 Document Control

The Supplier/Contractor's Project Quality Plan shall provide a description of how TPT provided, Supplier/Contractor and Sub-Supplier/Sub-Contractor documents are to be managed. The description shall address as a minimum:

- Management tools and databases
- Receipt, registration and maintenance
- Internal and external distribution to Employer, third parties and Sub-Contractors
- Management of Codes, Standards and Specifications

-
- Internal review and approval routines and authorities
 - How it is ensured that the correct revisions of documents are available at the point of use including retention periods for all documentation.

5.2.2 Design Control

Where the Supplier/Contractor is responsible for any aspect of design related to their Scope of Work, the Quality Plan shall describe the Supplier/Contractor's methods and procedures for the control of these design activities.

5.2.3 Procurement

Where the Supplier/Contractor is responsible for any aspect of procurement related to their Scope of Work, the Quality Plan shall describe the Supplier/Contractor's methods and procedures for the control of these activities.

5.3 Supplier/Contractor Audits

The Supplier/Contractor shall:

- Carry out audits in accordance with its Quality System at its own and Sub-Supplier/Sub-Contractor's facilities to ensure project quality requirements are being achieved
- Include a QA Audit Schedule in the Supplier/Contractor PQP submitted to TPT prior to commencement of the Scope of Work. The Audit Schedule shall include all audits to be implemented by the Supplier/Contractor and Sub-Supplier/Sub-Contractor during the execution of the Contract
- Where stipulated in the Contract, perform an audit within three months after the Contract start date and thereafter at a minimum frequency of three months. Audit reports shall be submitted to TPT at the completion of each Audit. Where unsatisfactory performance is evident, additional audits shall be performed by the Supplier/Contractor as directed by TPT.

5.4 Transnet Port Terminals Audit

TPT reserves the right to perform quality audits or participate as an observer in Supplier/Contractor audits to verify compliance with the Contractual requirements. The Supplier/Contractor shall within a time frame as agreed upon, correct any adverse audit finding advised by TPT.

6. Inspection and Testing

6.1 General

TPT may, at its discretion perform surveillance inspection at the Supplier/Contractor's premises, SubSupplier/Sub-Contractor's premises or at the location of the Scope of Work.

Dependent on the nature of the Scope of Work and the frequency of inspections TPT may elect to have inspection personnel resident at the place of manufacture, fabrication, or assembly.

The Supplier/Contractor shall ensure free entry and access is given to TPT, certifying authorities and statutory authorities to inspect the Scope of Work and review procedures and quality records at all parts of the Supplier/Contractor's and Sub-Supplier/Sub-Contractor's premises, or at the location of the Scope of Work while any work or test is in progress.

The Supplier/Contractor shall provide TPT with all necessary tools, calibrated measuring equipment, safety equipment and workspace to verify or witness tests in progress.

While TPT is at the Supplier/Contractor's premises, the Supplier/Contractor shall provide, free of charge, reasonable facilities including office facilities and reasonable access to a telephone, facsimile machine and computer connection point with internet access.

The Supplier/Contractor shall provide notice in writing in within a time frame time as agreed upon, to allow the attendance of TPT and other representatives at nominated witness and hold points.

6.2 Quality Control Plans

The Supplier/Contractor shall prepare and submit QCP's to TPT for review in accordance with the requirements of the Contract and PQP.

QCP's shall identify all inspection, test and verification requirements to meet the Contractual obligations, specifications, drawings and related details including destructive and non-destructive testing, witness and hold points.

The Supplier/Contractor shall not commence fabrication or manufacture prior to review and approval of the applicable QCP by the TPT.

QCP's shall include reference to all tests specified in the Contract Document.

A typical format for a QCP is shown in Appendix A. The Supplier/Contractor may use its own format providing all information shown in Appendix A is included.

6.3 Inspection Points

The QCP shall identify points in the fabrication, manufacturing and/or installation process that are selected for inspection and shall be denoted by the following inspection codes:

- Hold Point (H) Inspection point in the manufacturing cycle, beyond which work shall not proceed without the specified activity, work or function being witnessed. Holding points require written notification to TPT.
- Witness Point (W) An inspection point in the manufacturing cycle that will be witnessed or verified. If TPT confirms it is unable to attend after being provided with the written notification then manufacture may proceed. Witness points require written notification to TPT.
- Review Point (R) A point at which products and quality records are verified and endorsed. Review points are not notifiable points.
- Surveillance (S) An inspection point in the manufacturing cycle during which any activity, work or function is observed. No formal notification is required.

The Supplier/Contractor shall maintain the status of testing and inspection by progressively having the QCP's signed off.

6.4 Revision to Quality Control Plans

Revision of the QCP shall be subject to the same submission, review and acceptance routines as described for the original QCP issue

6.5 Kick off Meeting

After the Contract start date, and prior to manufacture, TPT will require a Kick off Meeting with the Supplier/Contractor to discuss fully the implications of meeting TPT quality requirements. This meeting may be held as part of the Contract kick-off meeting for each package or may be a separate meeting, subject to the critical or complex nature of the work. This requirement for a pre-inspection meeting may be repeated when sub-Supplier/Contractors of key equipment are engaged.

After mobilization of the Contractor, and prior to the commencement of any construction activities, TPT will arrange for a Quality kick-off meeting to discuss fully the implications of meeting the projects' quality requirements. This meeting may be held as part of the formal kick-off meeting for each contractor, or may be a separate meeting subject to the critical or complex nature of the work.

6.6 Schedule of Inspection

The Supplier/Contractor shall submit a Schedule showing the proposed dates for inspections and tests nominated in the QCP where witness and hold points are required. The Schedule shall be regularly updated with progress and issued to TPT to show the current inspection and test status.

6.7 Field Inspection Checklists

For site installation and construction activities, the Supplier/Contractor shall prepare Field Inspection Checklists (FIC's) to permit inspection and testing of installed equipment and constructed facilities in accordance with the respective QCP's.

FIC's shall be provided to TPT for initial review, and shall be used to record the results of inspection and testing (where applicable), and on completion be submitted to TPT to confirm satisfactory completion of the tests and inspections at nominated QCP witness and hold points.

6.8 Inspection Notification

The Supplier/Contractor shall notify TPT in writing at least two calendar weeks prior to the advent of inspections or tests that require witnessing.

For inspections or tests within the country, arrangements shall be confirmed at least two working days before the event. For inspection and tests outside of the country, arrangements shall be confirmed at least seven working days before the event.

Inspection notifications shall include the following essential information:

- Contract Number
- Location of Inspection or Test
- Nature of Inspection or Test
- Date and Time of Inspection or Test
- Name and telephone number of the Supplier/Contractor's Representative.

6.9 Inspection and Testing

The Supplier/Contractor is responsible for the conduct of all Supplier/Contractor inspections and tests, and includes:

- Documenting inspection and tests result in the QCP's and relevant FIC's
- Progressively inspecting the quality of the Scope of Work performed, including that of all Sub-Supplier/Sub-Contractors
- Inspecting to meet all Contractual requirements, in number, type and form
- Inspecting day to day activities, material receipts, issue of material for installation, in-process inspections, and final inspections.

Completed original QCP's and FIC's shall be submitted to TPT in the DP

6.10 Inspection Release

At completion of the Scope of Work, either in total or in phases, TPT may issue an Inspection Release Report (IRR) or a waiver of inspection.

The issue of either an inspection release or waiver of inspection does not relieve the Supplier/Contractor of its obligations under the Contract. The Supplier/Contractor shall ensure a copy of the release note and final expediting release note for transport, where appropriate, is attached to the delivery docket and accompanies the Work to the designated destination indicated in the Contract. Items delivered to TPT without a copy of these documents may not be accepted.

A copy of the inspection release or waiver of inspection shall be included in the DP.

6.11 Special Processes

It is the Supplier/Contractor's responsibility to ensure that all processes which require prequalified procedures and/or work methods are tested and qualified before work begins. This typically covers such activities as welding, non-destructive testing, special fabrication techniques and painting. Unless specified such procedures are the Supplier/Contractor's responsibility and do not require submission to TPT before work begins. When such procedures are requested, no work shall commence until procedures are approved by TPT.

It is the Supplier/Contractor's responsibility to ensure all operators are qualified for the processes in accordance with the procedure and/or applicable standards. Records of qualification of operators shall be maintained by the Supplier/Contractor and made available to TPT when requested.

Records of qualification of procedures and processes shall be maintained by the Supplier/Contractor in accordance with the applicable procedure or code.

6.12 Welding Procedures

Where the Supplier/Contractor's Scope of Work includes fabricated weldments, Welding Procedure Specifications (WPS) defining the method, preparation and sequences to be adopted to achieve a satisfactory welded joint shall be provided for all weld types required in the execution of the Supplier/Contractor's Scope of Work. The procedure shall only be submitted to TPT when requested in the Contract.

WPS shall include all welding essential and non-essential variables for each process used, including appropriate test results and shall comply with the standard or code pertaining to welding required in the execution of the Supplier/Contractor's Scope of Work.

When requested in the Contract a suitably marked "weld map" shall be completed by the Supplier/Contractor for all items to be fabricated. A summary of WPS shall be prepared and when used, shall be identified on the weld map.

Where TPT approval is required, fabrication shall not commence until written approval of WPS and Welding Procedure Qualification Records (WPQR) is received by the Supplier/Contractor. No welding fabrication will be accepted that is not covered by a TPT approved WPS/WPQR.

Welding Procedure Qualification (WPQ) tests may be witnessed by TPT and/or an independent inspection authority. Testing of the specimens prepared during the WPQ Tests shall be carried out by an independent approved testing laboratory independent of the Supplier/Contractor. In certain instances, a certificate to EN 10204 3.1 B may be required which will be clarified at Tender review and clarification stage.

Where actual weld deposit analysis and weld metal physical properties are required for procedure qualification, the information shall be taken from the procedure qualification tests. Data listed in the catalogues of the manufacturer of welding consumables is not acceptable.

Welders/welding operators shall be qualified in accordance with the relevant welding code prior to commencing production fabrication. Specific Welder Qualifications (WQ's) records will be reviewed by TPT in the Supplier/Contractor's works and should NOT be submitted for review.

A register of welders qualified to work shall be maintained by the Supplier/Contractor.

6.13 Material Traceability

Where, and to the extent that material traceability is required, the Contractor shall provide its procedures for the maintenance of material identification throughout all phases of manufacture. Methods of identification, routines for re-stamping or stencilling as appropriate shall be defined and agreed with the Employer.

Adequate records shall be maintained throughout construction enabling traceability of key materials from final product back to original material certificates. The material traceability records shall form part of the DP

The Contractor shall prepare a schedule of materials and equipment that are subject to traceability requirements.

6.14 Material Certification

Where specified in the Contract the following certificates shall be provided to TPT and included in the DP.

Type A:	A Supplier/Contractor's certificate of compliance with the Contract. This certifies that the goods or services are supplied in compliance with the Contract without mention of any test results (EN10204 certificate 2.1).
Type B:	A certificate issued by a laboratory or test facility independent of the Supplier/Contractor's works. It shall quote test results carried out on the product supplied and state whether compliance with the relevant technical standard, code etc has been complied with. (EN 10204 certificate 3.1 B).
Type C:	The same as Type B, the tests are to be witnessed by a third party (EN 10204 certificate 3.1C).

6.15 Non Destructive Testing

The Supplier shall provide all Non Destructive Testing (NDT) procedures for TPT review and approval where specified. The submissions shall detail the procedures for each technique employed and the acceptance criteria.

The Supplier shall maintain records of NDT procedures and Personnel training records and certification and make these available to TPT or their nominated inspector.

The Supplier shall provide repair methods where NDT inspections are failed for TPT to review and retain.

7. Non Conforming Products

7.1 General

The Supplier/Contractor shall establish and maintain procedures to control material or products that do not meet the specified requirements.

All Supplier/Contractor product and/or materials identified as not conforming to requirements shall be dealt with promptly as follows:

- If the Supplier/Contractor discovers material or product which is not in accordance with the requirements of the Contract, i.e. a non conformance (NCR), the Supplier/Contractor shall promptly initiate the non-conformance procedure in terms of the Supplier/Contractor's Quality Management System, advise TPT promptly, and provide a copy of the NCR to TPT
- If TPT or its agent identifies a non-conformance and TPT NCR may be raised.
- Originals of all closed out NCR's shall be included in the DP.

7.2 Corrective and Preventative Action

If the Supplier/Contractor proposes a disposition of any non conforming materials or product which varies from the requirements of the Specification or Contract, such a proposal shall be submitted in writing to TPT whose decision on the proposal shall be obtained in writing before the non conforming material or product is covered up or incorporated into the Works, or is the subject of any other disposition.

The disposition of non-conformances which do not vary the requirements of the Contract, specification or drawings may be approved by the Supplier/Contractor following discussion and agreement with TPT.

8. Concession Requests and Technical Queries

8.1 Concession Requests

Where a Supplier/Contractor requests a Concession to deviate from the requirements of the Contract or specified requirements, the Supplier/Contractor shall raise the request with TPT using the format as shown in Annexure B.

The Concession Requests shall clearly identify all elements of the proposed deviation together with

any resulting technical, commercial and/or schedule impacts.

Completed original Concession Requests shall be included in the DP.

8.2 Technical Queries

For clarification of technical issues (only), Supplier/Contractor may submit a Technical Query Note (TQN) to TPT in accordance with the Contract.

The TQN shall clearly identify all elements of the query, and all supporting documentation and/or drawings shall be attached where appropriate.

Completed original TQN's shall be included in the DP.

9. Inspection, Measuring and Test Equipment

9.1 Calibration

The Supplier/Contractor, including its Sub-Supplier/Sub-Contractors shall ensure the calibration of test and measuring equipment is performed and maintained in accordance with the relevant Supplier/Contractor procedures and/or the equipment manufacturer's specifications.

Where calibration is required by an external laboratory, the Supplier/Contractor shall ensure that the facility selected for calibration possesses current certification. Calibration certificates shall contain a statement that the test equipment is accurate to within specified tolerances.

The Supplier/Contractor should establish the frequency of calibration for each item of equipment (including jigs, fixtures or templates) and record the details in a 'Measuring and Test Equipment Register' (or similar).

9.2 Use of Inspection, Measuring and Test Equipment

The Supplier/Contractor shall ensure that authorised equipment users:

- Use the equipment in accordance with manufacturers instructions, and accepted industry practices
- Ensure the equipment is covered by a current calibration certificate
- Conduct the measurements or tests in accordance with the equipment manufacturer's specifications or other relevant specification
- Prior to commencement of each inspection or test activities:
 - Identify the measurements to be made
 - Determine the accuracy required
 - Select the appropriate inspection, measuring or test equipment for the scope of work.

The supplier shall ensure that personnel using equipment are adequately competent, and where necessary, completed the required training.

9.3 Verification of Previous Test Results

Where the calibration status of the equipment is unknown, expired or has doubtful accuracy, the equipment shall immediately be quarantined, and tagged according to Supplier/Contractor's Quality System procedures. The Supplier/Contractor shall then arrange for either in-house or external calibration, and:

- review all previous test results associated with the suspect equipment
- identify the inspections, measurements or tests required to re-validate the results
- ensure that suitable re-testing is performed with calibrated equipment
- document the results of the re-testing on the respective inspection and test documentation.

10. Quality Records

Supplier/Contractors shall maintain Quality Records necessary to provide objective evidence that demonstrates and verifies achievement of the QA / QC requirements associated with the Scope of Work. All Quality Records, including original source material test certificates and non destructive

test reports, shall be retained by the Supplier/Contractor during the project, and be provided to TPT at the times, and in the quantities specified in the Contract.

The Supplier/Contractor shall collate all quality records in the DP and submit the DP to TPT in accordance with the Contract and all referenced standards and specifications. This DP shall be compiled progressively, and shall be available for review at all phases of manufacture or construction activities.

The Scope of Work shall not be complete until the Supplier/Contractor's DP including the quality records from Sub-Supplier/Sub-Contractors have been reviewed and accepted by TPT.

The DP shall be compiled progressively during the execution of the Scope of Work and shall be made available for review by TPT as required.

Action:

H - Hold, Mandatory Hold Point	R - Review (Verify) Only
W - Witness	S - Surveillance

NOTE: H&W points require formal notification to TPT.

Request for Concession No:			
B. SITE ADMINISTERED CONTRACT?	Yes	Nn	Go to "D"
Possible QC implications:			
☐	Recommendations Recommended with the following Conditions:	☐	Rejected
Site Construction Manager:		Signature:	Date:
Site Engineer:		Signature:	Date:
C. RECOMMENDATION BY CONTRACT ADMINISTRATOR: Name:			
		Signature	Date:
D. RECOMMENDATION BY ENGINEERING:			
☐	Recommended	☐	Rejected
☐	Conditional, with the following		
recommendations:			
Package Engineer:		Signature:	Date:
Lead Discipline Engineer:		Signature:	Date:
Engineering Manager:		Signature:	Date:
Comments:			
E. PROJECT MANAGER DISPOSITION: Accepted ☐ Rejected ☐			
		Signature	Date:
F. EMPLOYER DISPOSITION: Accepted ☐ Rejected ☐			

REVISION	REFERENCE EEAM-Q-013			
DOCUMENT TYPE: SPECIFICATION			AUTHORISATION DATE: 2019-01-29	
TITLE: COMMISSIONING AND HANDOVER SPECIFICATION FOR SUPPLIER/CONSTRUCTION			PAGE 1 of 14 First Document of 3	
COMPILED BY: QUALITY MANAGER (COE) KRIS NAIDOO _____ Date:		REVIEWED BY: ENGINEERING MANAGER (COE) JESSENDRAN PILLAY _____ Date:		REVIEWED BY: PRINCIPAL ENGINEER (COE) ROFHIWA TAKALANI _____ Date:
REVIEWED BY: CHIEF ENGINEER (COE) SABELO MZIMELA _____ Date:			AUTHORIZED BY: GENERAL MANAGER ENGINEERING JOSIAH MPOFU _____ Date:	
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1. Purpose

The purpose of this standard is to establish the requirements for verification and documentation of completed Construction work and to establish the methods for:

1. Preparing a list of open work items on units/modules/systems that have been handed over to Cold Commissioning,
2. Disseminating this information to responsible parties and closing out completed items on the list.

The intent is to have only one integrated Punch List Process for Construction Completion and Commissioning that interfaces with the Client, nominated EPCM Team and Contractor. This master punch list will be held in an electronic database so that punch lists can be generated for any module/system in the plant as required.

2. Scope

This standard is applicable to the process of construction completion leading to handover for Cold Commissioning and Hot Commissioning.

3. References

- NEC 3 Engineering and Construction Contract
- EEAM-Q- 009 - Quality Management
- Occupational Health and Safety Act (South Africa), Act 85 of 1993 as amended

4. Definitions

4.1. Mechanical Completion

Mechanical Completion is that point where a system or sub-system has been installed, erected and tested in accordance with the job specification and drawings to the extent that Cold Commissioning activities on that particular system can productively and safely begin. This is the demarcation point where ownership of the sub-system/system changes hands from the construction staff to the commissioning team.

5. Punch Listing Process

Prior to Mechanical Completion the TPT Supervisors assigned to the various Contracts will work with the Contractor to identify items of work that is deficient and/or incomplete to ensure that the formal Punch List Process is streamlined. The items identified in this manner will not form part of the Punch List but advised to Contractor during the normal Construction Management Processes. The nature of defects during this Punch List Items are likely to be of a physical nature e.g. incomplete work, incorrect work, etc.

During Cold Commissioning, punch items can be added to the Punch List by the Commissioning Team. The Punch List Items during this process is likely to be of a functional nature e.g. belts not running fast enough, pressure not correct, etc.

During Hot Commissioning, further Punch List items could be added. The Punch List Items at this stage should be of a performance nature e.g. not enough tonnage, quality of product not correct, etc.

Defects/Deficiencies identified during the Punch List Process shall be recorded.

5.1. Mechanical Completion Punch list

When in the opinion of the Contractor, the Works or part of the works is sufficiently complete to warrant the commencement of Cold Commissioning of such works, the Contractor will submit a request for a joint Mechanical Completion Punch list inspection, after having punched the works himself and cleared all Category 'A' Punch list Items (see definition of Category A in section 5.5 below). Any additional Category 'A' Punch list items identified by the Transnet Port Terminals team must be rectified before proceeding to the next stage.

Once all Category A Punch List Items have been rectified a Mechanical Completion Certificate will be issued to the Contractor.

For Civil and simple building contracts, the Project Manager will certify Completion at this point and issue a Completion Certificate. The works shall also be taken over

by the Employer within 2 weeks of completion and the Project Manager shall certify Take Over.

Note: Mechanical Completion also means Electrical and instrumentation Completion where relevant

5.2. Certification by the Designer

In accordance with the requirements of the Construction Regulation 9.(2)(f), the Designer is required to carry out sufficient inspections at appropriate times to ensure that the works is constructed in accordance with the design. The Designer shall record such inspections. Designers Inspection Record. The Priority for Completion on the Designers Inspection Record must be tailored to suit the structure being inspected. Where the Resident Design Engineer (RDE), represents the design he shall use the same form.

Once the structure being constructed reached the stage of Mechanical Completion, the Designer shall carry out a final inspection and issue a Certificate of Compliance certifying that the structure is safe to commission, (Construction Regulation 9.(2).(h).

5.3. Cold Commissioning Verification

For process type plants such as Bulk Materials Handling Plants, any functional effects/deficiencies identified during Cold Commissioning will be registered in the Deficiency Management Database for rectification and closeout. For simple projects such as Rail Tie-ins, a manual tracking system shall be implemented by the Supervisor.

When the Works has been Cold Commissioned, the Contractor will submit a request for a joint Cold Commissioning Punch list inspection to verify that all Category 'A' and 'B' punch items are completed and to ensure that damaged plant and equipment are repaired prior to the issue of a Cold Commissioning Certificate.

For all contracts, a Cold Commissioning Completion Certificate must be issued at this point.

5.4. Hot Commissioning Verification

Any functional defects/deficiencies observed during Hot Commissioning will be recorded in the Deficiency

Management Database and added to the project punch list for rectification and close out.

As soon as the Contract Works have successfully passed all applicable performance tests in accordance with the conditions of the relevant contract and upon completion of Hot Commissioning, Transnet Port Terminals and the Client verify that all functional defects/deficiencies recorded in the Deficiency Management Database have been investigated, resolved, closed out and have been signed off.

For design, supply and install contracts a Hot Commissioning Completion Certificate will be prepared by Transnet Port Terminals for signature by the Client.

5.5. Punch list Categories

Punch list items will be categorised into Category 'A', 'B' or 'C' punch items using the following criteria:

Category 'A' Punch Items:	Punch Items that affect the health of persons and safety of the Works that must be rectified before equipment can be Safety Cleared prior to the end of Stage 1.
---------------------------	--

Listed below are examples of items that should be classed as Category 'A' Punch list items.

- Absence of Red Lined As Built" Drawings
- Safety valves/Pressure relief valves not operational
- Open Trenches
- Uncovered / Open Slots
- Floor grating missing
- Grouting outstanding
- Hand railing and Kick Plates missing
- Structural items loose / missing
- Missing or incomplete equipment
- Machine guards missing/Not fitted correctly
- Safety covers missing on Electrical equipment
- Emergency stops/Trip systems not operational

- Safe working procedures not in place
- Safety Warning Signs missing
- Lighting
- Audible warning systems not operational
- Labelling outstanding
- Colour coding outstanding
- Pipe Supports, Gaskets, Bolts, etc. on piping missing or defective
- O&M Manuals
- COSHH documentation for any hazardous substances
- Electrical earth completion

Category 'B' Punch Items:	Punch Items that may be rectified during the Cold Commissioning phase but must be cleared before the issuing of a Cold Commissioning Certificate prior to the end of Stage 2.
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Listed below are examples of items that should be classed as category B: Punch list items.

- Red Lined As Built' Drawings
- Permanent labelling not fitted
- Protection and interlocking systems not operational
- Missing/incomplete field instrumentation that supports protection and interlocking systems
- Colour coding not done
- Safe work procedures not in place

Category 'C' Punch Items:	Minor Punch Items that may be rectified during the maintenance / warranty period.
---------------------------	---

Listed below are examples of items that should be classed as Category C Punch list items.

- Cosmetic items
- Painting (other than colour coding)
- Non-critical documentation

Any Health and Safety requirements identified during Punch listing must be rectified before the issue of a Safety Clearance Certificate.

5.6. Additional Employer Requirements

Additional Employer requirements must be listed and handed to the Project Manager for a decision to implement. These items could be logged in the Punch List as Category C items for follow-up and close-out

5.7. Punch List Register Attributes

The Punch list Register will, as a minimum, contain the following information:

- Transnet Port Terminals Management Area
 - Description of Equipment
 - Drawing Number
 - Punch list ref. no.
 - Punch list Originator
 - Punch item number
 - Punch list Date and revision
-
- Plant number where applicable
 - Description of defect
 - Category 'A', 'B', 'C'
 - Defect Type outstanding item, construction defect, design, wish list
 - Scheduled date of completion
 - Actual completion date
 - Responsible Party e.g. Contractor/Transnet Port Terminals

5.8. Punch Listing Documentation

All Punch lists must be registered with the Transnet Port Terminals Quality Manager.

The Quality Manager will log the punch list items into Commissioning Database and issue the compiled list to the Contractor and relevant Transnet Port Terminals Construction Supervisors.

The following requirements are compulsory during commissioning and handover:

Cold Commissioning

1. Punch list (rev 1)
2. Initial Data pack
3. Operating manuals and procedures (rev 1)
4. Data pack
 - 4.1. Test certificates for ropes/twist locks/ spreader
 - 4.2. Operation and maintenance manuals
 - 4.3. Design/drawings
 - 4.4. Quality Control records.

5. Cold Commissioning certificate with punch list items category 1 and 2 complete (signed off by the project manager, maintenance manager, contractor)

Hot Commissioning

6. Certificate of electrical compliance
7. Functional data pack data pack (functional) speeds/brakes
8. Load test certificates
9. Punch List (rev 2)
10. Signed off operational Handover (signed off by the Project manager, maintenance manager, and contractor)

Endurance Testing

11. Endurance test report
12. Performance test report
13. Punch list (rev 3) to include planned completion date of all items at this point
14. Provisional Handover (signed off by the project manager, maintenance manager and contractor, operations manager).

Final Handover

(to occur within 30 days after provisional handover)

Final handover will occur 30 days after the provisional handover to operations. At this point, the project manager will ensure that the defects as recorded on the punch list have been completed by the contractor with the provision that operations can provide for the work to be completed. If the equipment has not been handed over to the project team within this period to close off all items then the equipment will be deemed fully handed over to the operations team.

5.9. Finalisation of Punch List Items

The Contractor will be responsible to ensure that all Punch list Items are cleared by the agreed date.

Each day, an updated punch list report shall be generated by the Contractor and given to the Supervisors for distribution. Weekly punch list status reports and graphs shall be generated to facilitate the management and completion of the punch effort.

A completion punch report shall be inserted into the Data Pack. This report will indicate any outstanding punch items that shall remain to be completed after handover. No category "A" items will be allowed to carry-over to the commissioning phase of the project.

When items on the punch lists are cleared, the Contractor will ensure that the punch list register is updated to reflect the status of punch list completion. Functional and performance defects and deficiencies identified during the Commissioning and Maintenance phases will be recorded by the Supervisor and handed over to the responsible Contractor for clearance. All Punch list items, functional defects and deficiencies must be cleared before the issue of a Defects Certificate.

6. Roles and Responsibilities

6.1. Construction

Construction is responsible for the following:

- Identification of Punch List items
- Manage punch list progress on a daily basis to support the construction completion activities
- Issue system walk down notice based on Contractor reported status
- Ensuring that Construction personnel complete assigned Punch List items in a timely manner
- Providing the Commissioning Group with input on any open work items identified by Construction on units/modules/systems turned over to Commissioning

6.2. Supervisors

Construction Supervisors are responsible for the following:

- Facilitate Contractor change and understanding of shift from work package to system completion
- Manage punch list progress on a daily basis to support the construction completion activities
- Issue System Walk-down Notices
- Work with Resident Design Engineers to complete checklist and test reports that support Commissioning activities
- Coordinate Contractor personnel for commissioning activities.

6.3. Resident Design Engineers

Resident Design Engineers represent the "Designer" on Site and with respect to Punch Listing are responsible for the following:

- Participate in construction walk-downs and punch list process
- Assist in establishing system package contents, including drawings, test results, check sheets, supplier information, and other Client required documentation

- Resolve design and material issues caused by punch lists and functional deficiencies
- Resolve non-conformance reports associated with the system
- Participate in the finalization of the Data Packs
- Assume the role of commissioning engineer where no specific commissioning engineer has been appointed.

6.4. Contractors

Contractors are responsible for the following:

- Completion of the works according to the drawings and job specifications and within the time constraints of the project schedules and milestones
- Handing over documentation according to the procedures.
- This includes but is not limited to quality verifying documents, marked up as-built drawings, punch list status, etc.
- Co-operating closely with Transnet Port Terminals to permit an orderly and timely completion of the entire facility
- Co-operating with the Others to facilitate the commissioning effort, especially when system / module boundaries overlap the scope of more than one Contractor

6.5. Equipment Vendor Representatives

Each Vendor Representative is responsible for providing the Commissioning Group with input on

- any open work items identified on Units/Modules/systems handed over to Commissioning.

6.6. QA/QC Team

QA/QC is responsible for the following:

- Ensure Commissioning QCP's are prepared
- Ensure Commissioning Files are prepared and complete and forms part of the Data Packs
- Participate in Punch Listing process
- Coordinate the collection of quality records with Contractor and ensure Data Books are compiled as construction and commissioning work progresses
- Manage the Punch List System
- At approximately the 60% point in construction,

pro-actively facilitate the change of project focus from an area approach to a systems approach for completing and handing over the facility

6.7. Transnet Port Terminals Commissioning Manager

The Transnet Port Terminals Commissioning Manager/assigned Commissioning Engineer is responsible for the following:

- Preparing, reviewing, and issuing individual system Punch Lists and Functional Deficiency Lists to the appropriate parties for rectification/resolution
- Maintaining and updating the Deficiency Management Database for process type plants
- Distributing new and updated Module Punch Lists

6.8. Transnet Port Terminals Commissioning Engineers

Each Transnet Port Terminals Commissioning Engineer is responsible for the following on their assigned systems:

- Ensuring that deficiencies and defects identified during Cold and Hot Commissioning are recorded in the Deficiency Management Database
- Expediting completion of all open Punch List and Functional Deficiency Items
- Verifying item completion
 - Where no specific Commissioning Engineer has been identified, the Resident Design Engineer assumes that responsibility

7. Records

All records generated are in accordance with the requirements of this procedure and retained in accordance with the requirements of the Procedure Archiving and Retention of Documents and signed over to the Client in accordance with the requirements of procedure. Document Handover to Client.

8. Annexure

Annexure 1 – EEAM - Q - 009 – Quality Management

		PROVISION FOR THIRD PARTY DESIGN REVIEW, QUALITY SURVEILLANCE AND INSPECTION AT TRANSNET SOC LTD (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") FOR A PERIOD OF THREE YEARS ON AS AND WHEN REQUIRED BASIS.				
		Formula: $Points = \frac{Score}{100} \times \text{Weight (Points)\%}$				
CRITERIA		DESCRIPTION	WEIGHT (Points) %	SUB-CRITERIA	SCORING PRINCIPLE	RETURNABLE SCHEDULE
Eligibility Criteria	Eligibility Criteria	Compliance to SANS Specification	Y/N	SANS (South african National Standards).Tenderers are to indicate in their Previous Experience returnable T2.2-05 on whether the standards listed above have been previously utilized for design review/third party inspections undertaken by the Tenderer.	Y/N	T2.2-01
		Compliance to Specification/Scope of Work	Y/N	FEM (European Federation of Material handling).Tenderers are to indicate in their Previous Experience returnable T2.2-05 on whether the standards listed above have been previously utilized for design review/third party inspections undertaken by the Tenderer.	Y/N	T2.2-01
		Compliance to FEM Specification	Y/N	FEM (European Federation of Material handling).Tenderers are to indicate in their Previous Experience returnable T2.2-05 on whether the standards listed above have been previously utilized for design review/third party inspections undertaken by the Tenderer.	Y/N	T2.2-01
		Compliance to ECSA / International Equivalent Registration	Y/N	Engineers / Inspectors registered with ECSA or International Equivalent	Y/N	T2.2-01
		Compliance to ASTM Specification	Y/N	ASTM (American Society for Testing and Material)Tenderers are to indicate in their Previous Experience returnable T2.2-05 on whether the standards listed above have been previously utilized for design review/third party inspections undertaken by the Tenderer	Y/N	T2.2-01
		Compliance to BS /EN Specification	Y/N	BS (British Standards Institute Specification)Tenderers are to indicate in their Previous Experience returnable T2.2-05 on whether the standards listed above have been previously utilized for design review/third party inspections undertaken by the Tenderer	Y/N	T2.2-01
			Organisational Chart	Y/N	A comprehensive and detailed organogram that shows the structure and composition of their management structure involved in the works, inclusive of the key staff/professionals, identified in the Contract Data Part two.	Y/N
	Quality Systems	Formalized Systems in Place	10	Quality Systems (ISO Accreditation) 9001 And 14000	ISO 9001 and ISO 14000 accreditation quality systems scores = 100 Score. ISO 9001 or ISO 14000 accreditation quality systems scores = 90 Score In - house quality system scores = 70 Score. No evidence of any system scores = 0 Score	T2.2-02
		Designers :Mechanical	2,5	Resources (Professional Registration & Experience) Heavy Lifting Equipment	Designers - Greater than 8 years' experience = 100 Score. Greater than 6 years and less than or equal to 8 years' experience = 90 Score Greater than 4 years and less than or equal to 6 years' experience = 70 Score Greater than 2 years and less than or equal 4 years' experience = 40 Score The tenderer has submitted no information or inadequate information to determine a score = 0 Score	T2.2-03
		Quality Assurance/Quality Control Inspectors: Mechanical	2,5	Resources (Level 2/3 Inspection qualification with registration with international or local inspection authority.	Inspectors - Greater than 8 years' experience = 100 Score. Greater than 6 years and less than or equal to 8 years' experience = 90 Score Greater than 4 years and less than or equal to 6 years' experience = 70 Score Greater than 2 years and less than or equal to 4 years' experience = 40 Score The tenderer has submitted no information or inadequate information to determine a score = 0 Score	T2.2-03
		Designers :Structural	2,5	Resources (Professional Registration & Experience) Heavy Lifting Equipment	Designers - Greater than 8 years' experience = 100 Score. Greater than 6 years and less or equal to 8 years' experience = 90 Score Greater than 4 years and less than or equal to 6 years' experience = 70 Score Greater than 2 years and less than or equal to 4 years' experience = 40 Score The tenderer has submitted no information or inadequate information to determine a score = 0 Score	T2.2-03

	Project Organogram Management and CV' s				
		Quality Assurance/Quality Control Inspectors: Structural	2,5	Resources (Level 2/3 Inspection qualification with registration with international or local inspection authority.	Inspectors - Greater than 8 years' experience = 100 Score. Greater than 6 years and less than or equal to 8 years' experience = 90 Score Greater than 4 years and less than or equal to 6 years' experience = 70 Score Greater than 2 years and less than or equal to 4 years' experience = 40 Score The tenderer has submitted no information or inadequate information to determine a score = 0 Score
		Designers :Electrical	2,5	Resources (Professional Registration & Experience) Heavy Lifting Equipment	Designers - Greater than 8 years' experience = 100 Score. Greater than 6 years and less than or equal to 8 years' experience = 90 Score Greater than 4 years and less than or equal to 6 years' experience = 70 Score Greater than 2 years and less than or equal to 4 years' experience = 40 Score The tenderer has submitted no information or inadequate information to determine a score = 0 Score
		Quality Assurance/Quality Control Inspectors: Electrical	2,5	Resources (Level 2/3 Inspection qualification with registration with international or local inspection authority.	Inspectors - Greater than 8 years' experience = 100 Score. Greater than 6 years and less or equal to 8 years' experience = 90 Score Greater than 4 years and less than or equal to 6 years' experience = 70 Score Greater than 2 years and less than or equal to 4 years' experience = 40 Score The tenderer has submitted no information or inadequate information to determine a score = 0 Score
		Designers :Controls	2,5	Resources (Level 2/3 Inspection qualification with registration with international or local inspection authority.	Designers - Greater than 8 years' experience = 100 Score. Greater than 6 years and less or equal to 8 years' experience = 90 Score Greater than 4 years and less than or equal to 6 years' experience = 70 Score Greater than 2 years and less than or equal to 4 years' experience = 40 Score The tenderer has submitted no information or inadequate information to determine a score = 0 Score
		Quality Assurance/Quality Control Inspectors: Controls	2,5	Resources (Level 2/3 Inspection qualification with registration with international or local inspection authority.	Inspectors - Greater than 8 years' experience = 100 Score. Greater than 6 years and less or equal to 8 years' experience = 90 Score Greater than 4 years and less than or equal to 6 years' experience = 70 Score Greater than 2 years and less than or equal to 4 years' experience = 40 Score The tenderer has submitted no information or inadequate information to determine a score = 0 Score
	Compliance to Employer' s Technical Specification	Compliance to Specification/Scope of Work	10,00	Compliance with Scope of Work	Greater or Equal to 90% compliance =100 Score. Greater or equal to 70% but less than 90% compliance = 90 Score. Greater or equal 40% but less than 70% compliance =40 Score. Less than 40% compliance =0 Score
	Previous Experience	1 .STS CRANES-Design Review and Inspections -Heavy Lifting Equipment	15	Number of units	Score 0: =7 units or less completed for design review and inspection.Score 40: = 8 or 9 units completed for design review and inspection. Score 70: = 10 or 11 units completed for design review and inspection. Score 90: = 12 to 14 units completed for design review and inspection. Score 100: = 14 units and above completed for design review and inspection.
		2 .RTG/RMG/SC/SE CRANES-Design Review and Inspections -Heavy Lifting Equipment	15	Number of units	Score 0: =7 units or less completed for design review and inspection.Score 40: = 8 or 9 units completed for design review and inspection. Score 70: = 10 or 11 units completed for design review and inspection. Score 90: = 12 to 14 units completed for design review and inspection. Score 100: = 14 units and above completed for design review and inspection.
		3 .SHIP LOADER/UN-LOADER-Design Review and Inspections -Heavy Lifting Equipment	10	Number of units	Score 0: =7 units or less completed for design review and inspection.Score 40: = 8 or 9 units completed for design review and inspection. Score 70: = 10 or 11 units completed for design review and inspection. Score 90: = 12 to 14 units completed for design review and inspection. Score 100: = 14 units and above completed for design review and inspection.
		4 .HAULERS-Design Review and Inspections -Heavy Lifting Equipment	5	Number of units	Score 0: =7 units or less completed for design review and inspection.Score 40: = 8 or 9 units completed for design review and inspection. Score 70: = 10 or 11 units completed for design review and inspection. Score 90: = 12 to 14 units completed for design review and inspection. Score 100: = 14 units and above completed for design review and inspection.

M E A S U R E D C R I T E R I A		5 .REACH STACKERS/ EMPTY CONTAINER HANDLERS/ FORKLIFTS-Design Review and Inspections -Heavy Lifting Equipment	5	Number of units	Score 0: =7 units or less completed for design review and inspection.Score 40: = 8 or 9 units completed for design review and inspection. Score 70: = 10 or 11 units completed for design review and inspection. Score 90: = 12 to 14 units completed for design review and inspection. Score 100: = 14 units and above completed for design review and inspection.	T2.2-05
		6 .TIPPLERS/STACKERS/ RECLAIMERS-Design Review and Inspections -Heavy Lifting Equipment	10	Number of units	Score 0: =7 units or less completed for design review and inspection.Score 40: = 8 or 9 units completed for design review and inspection. Score 70: = 10 or 11 units completed for design review and inspection. Score 90: = 12 to 14 units completed for design review and inspection. Score 100: = 14 units and above completed for design review and inspection.	T2.2-05
	Technical Qualification Threshold = 70%.		100			
Name: Signature:_____Signature: _____ Date:_____Date: _____						