

Transnet National Ports Authority

an Operating Division of **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR PROPOSAL (RFP)

**FOR THE: FRAMEWORK OF ENGINEERING AND BUILT ENVIRONMENT SERVICES
FOR A PERIOD OF 24 MONTHS**

RFP NUMBER	: TNPA/2022/10/1253/14617/RFP
ISSUE DATE	: 22 November 2022
NON-COMPULSORY BRIEFING	: 29 November 2022
CLOSING DATE	: 14 December 2022
CLOSING TIME	: 16h00
TENDER VALIDITY PERIOD	: 12 weeks from closing date

Contents

Number Heading

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 Document
- T2.2 Returnable Schedules

The Contract

Part C1: Agreements and Contract Data

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data (Parts 1 & 2)

Part C2: Pricing Data

- C2.1 Pricing Instructions

C2.2 Price Schedule (detailed pricing for each discipline is covered under the annexures below)

- | | | |
|-------|--------------|---|
| C2.2. | Annexure B1 | Electrical Engineering |
| C2.2 | Annexure B2 | Engineering Management |
| C2.2 | Annexure B3 | Mechanical Engineering |
| C2.2 | Annexure B4 | ICT and Electronic Security Systems |
| C2.2 | Annexure B5 | Architectural Services |
| C2.2 | Annexure B6 | Civil Engineering |
| C2.2 | Annexure B7 | Structural Engineering |
| C2.2 | Annexure B8 | Geotechnical Engineering |
| C2.2 | Annexure B9 | Topographic Survey |
| C2.2 | Annexure B10 | Detection & Mapping of Underground Services |
| C2.2 | Annexure B11 | Traffic and Transportation Engineering |
| C2.2 | Annexure B12 | Chemical Engineering Services |
| C2.2 | Annexure B13 | Desalination Services |

Part C3: Scope of Services

- C3.1 Works Information (detailed scope of work for each discipline is covered under the annexures below)
- | | | |
|------|--------------|---|
| C3.1 | Annexure C1 | Electrical Engineering |
| C3.1 | Annexure C2 | Engineering Management |
| C3.1 | Annexure C3 | Mechanical Engineering |
| C3.1 | Annexure C4 | ICT and Electronic Security Systems |
| C3.1 | Annexure C5 | Architectural Services |
| C3.1 | Annexure C6 | Civil Engineering |
| C3.1 | Annexure C7 | Structural Engineering |
| C3.1 | Annexure C8 | Geotechnical Engineering |
| C3.1 | Annexure C9 | Topographic Survey |
| C3.1 | Annexure C10 | Detection & Mapping of Underground Services |
| C3.1 | Annexure C11 | Traffic and Transportation Engineering |
| C3.1 | Annexure C12 | Chemical Engineering Services |
| C3.1 | Annexure C13 | Desalination Services |

PART D Returnable Schedules:

General:

T2.2-03	Authority to submit tender
T2.2-04	Record of Addenda to Tender Documents
T2.2-06	Letter of Good Standing

Agreement and Commitment by Tenderer:

T2.2-07	Non-Disclosure Agreement
T2.2-08	RFP – Breach of Law
T2.2-09	Certificate of Acquaintance with Tender Document
T2.2-10	Service Provider Integrity Pact
T2.2-11	RFP Declaration Form
T2.2-12	Supplier Code of Conduct

Bonds/Guarantees/Financial/Insurance:

T2.2-16	Insurance provided by the Consultant
T2.2-17	Three (3) years audited financial statements

Transnet Vendor Registration Form:

T2.2-13	Supplier Declaration Form
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Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")

T2.2-15	Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")
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Compulsory Enterprise Questionnaire

T2.2-14	Compulsory Enterprise Questionnaire
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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	FRAMEWORK OF ENGINEERING AND BUILT ENVIRONMENT SERVICES FOR A PERIOD OF 24 MONTHS
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 via Microsoft teams Click here to join the meeting on Tuesday, 29 November 2022 at 10:00am [10 O'clock] for a period of ± 3 (three) hours. The Non-Compulsory Tender Clarification Meeting will start punctually, and information will not be repeated for the benefit of Tenderers joining late.
CLARIFICATION QUESTIONS	Closing date for clarification questions will be on 07 December 2022.
ADDENDA TO THE TENDER	Any addenda to the RFP or clarifications will be published on the National Treasury's e-Tender Publication Portal and Transnet e-Tender Submission Portal. Bidders are required to check the National Treasury's e-Tender Publication Portal and Transnet e-Tender Submission Portal prior to finalising their bid submissions for any changes or clarifications to the RFP.

	Transnet will not be held liable if Tenderers do not respond by this date and do not receive the latest information regarding this RFP with the possible consequence of either being disadvantaged or disqualified as a result thereof.
CLOSING DATE	14 December 2022 at 16:00 Tenderers must ensure that tenders are uploaded timeously onto the system. If a tender is late, it will not be accepted for consideration.
VALIDITY PERIOD	12 weeks from Closing Date Bidders are to note that they may be requested to extend the validity period of their bid, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful bidder(s), the validity of the successful bidder(s)' bid will be deemed to remain valid until a final contract has been concluded.
ELECTRONIC BID SUBMISSIONS	Note to the bidders: Tenderers are required to ensure that electronic tender submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting. Transnet will not be held liable for any challenges experienced by tenderers as a result of the technical challenges. Please do not wait for the last hour to submit. The Tenderer can upload 30mb per upload and multiple uploads are permitted.

2. TENDER SUBMISSION

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

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

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

- Click on "ADVERTISED TENDERS" to view advertised tenders;
- Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);
- Click on "SIGN IN/REGISTER" - to sign in if already registered;
- Toggle (click to switch) the "Log an Intent" button to submit a bid;
- Submit bid documents by uploading them into the system against each tender selected.

Where bid documents can be obtained:

This bid may be downloaded directly from the National Treasury e-Tender Publication Portal at www.etenders.gov.za and from the Transnet e-Tender Submission portal www.transnet.net free of charge.

Note to the bidders:

Bidders are required to ensure that electronic bid submissions are done hours before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting. Transnet will not be held liable for any challenges experienced by bidders as a result of the technical challenges. Please do not wait for the last hour to submit. A Bidder can upload 30mb per upload and multiple uploads are permitted.

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

3. CONFIDENTIALITY

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

4. DISCLAIMERS

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

- 4.1. Award the business to the five (5) highest scoring Tenderers in each discipline, unless objective criteria justify the award to another tenderers.
- 4.2. Not necessarily accept the lowest priced tender or an alternative Tender;
- 4.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;
- 4.4. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract;
- 4.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 4.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;
- 4.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;
- 4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);
- 4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.
- 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.
- 4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable [clause 12 on T2.2-08], [**Breach of Law**]

whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.

4.12. Transnet reserves the right to perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer:

- *unduly high or unduly low tendered rates or amounts in the tender offer;*
- *contract data of contract provided by the tenderer; or*
- *the contents of the tender returnables which are to be included in the contract.*

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

6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

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

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



T1.2 TENDER DATA

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

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

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

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

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



	Part C3: Scope of work	C3.1 Service Information
C.1.4	The Employer's agent is:	Regional Procurement Manager
	Name:	Luvuyo Matya
	Address:	Transnet National Ports Authority eMendi Administration Building N2 Neptune Road, Off Club Road Port of Ngqura, Gqeberha, 6001
	Tel No.	021 4495803/ 0673303818
	E – mail	Luvuyo.matya@transnet.net

C.2.1 Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:

1. Stage One – Pre-qualification criteria for preferential procurement in terms of the Preferential Procurement Regulations, 2017:

- a) A tenderer having a stipulated minimum B-BBEE status level of contributor of 4 or better.

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

2. Stage Two - Functionality:

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

The evaluation criteria for measuring functionality and the points for each criteria and, if any, each sub-criterion are as stated in C.3.11. below.

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

C.2.12 No alternative tender offers will be considered.

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

C.2.13.5 The *Employer's* details and identification details that are to be shown on each
C2.15.1 tender offer are as follows:

- Identification details: The tender documents must be uploaded with:
- Name of Tenderer: (insert company name)
 - Contact person and details: (insert details)
 - The Tender Number: TNPA/2022/10/1253/14617/RFP
 - The Tender Description: FRAMEWORK OF ENGINEERING AND BUILT ENVIRONMENT SERVICES FOR A PERIOD OF 24 MONTHS.

Documents must be marked for the attention of:

Employer's Agent: Luvuyo Matya

Luvuyo.matya@transnet.net

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

C.2.15 The closing time for submission of tender offers is:

Time: **16:00pm** on the **14 December 2022**

Location: The Transnet e-Tender Submission Portal:

<https://transnetetenders.azurewebsites.net>

NO LATE TENDERS WILL BE ACCEPTED

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

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

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

C.3.11 The minimum number of evaluation points for functionality is: **60 points.**

The procedure for the evaluation of responsive tenders is Administrative Responsiveness, Substantive Responsiveness, 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:

DISCIPLINE	ANNEXURE
Electrical Engineering	Annexure A1
Engineering Management	Annexure A2
Mechanical Engineering	Annexure A3
ICT and Electronic Security Systems	Annexure A4
Architectural Services	Annexure A5
Civil Engineering	Annexure A6
Structural Engineering	Annexure A7
Geotechnical Engineering	Annexure A8
Topographic Survey	Annexure A9
Detection & Mapping of Underground Services	Annexure A10
Traffic and Transportation Engineering	Annexure A11
Chemical Engineering Services	Annexure A12
Desalination Services	Annexure A13

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

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

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

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

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

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

or

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

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

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

Award Strategy

It is the intention of Transnet to appoint the tender to a maximum of five (5) Highest Ranked bidders in each discipline.

Rules of engagement post appointment

Task Order process will be instituted amongst the five (5) successful service providers in each discipline whenever an opportunity exists, and the Task Orders will be allocated based on the process below:

- Scope of work per project to be sent to all bidders to price;
- If highest scoring bidder (lowest price) – is currently allocated 2 projects with none at 80% completion, the next highest scoring bidder to be considered for allocation of that project.

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).

Transnet National Ports Authority would like to gain an understanding of the disciplines which respondents will be bidding for, as such respondents are required to indicate the disciplines, they intend to tender for by placing a Yes/No in the respective block below. The Service Information, Pricing Schedules and Technical Evaluation annexures are referenced below:

Discipline	Are you tendering for this service? indicate Yes/No below	Functionality/Technical Evaluation Reference	Pricing Schedule Reference	Scope of Service Reference
Electrical Engineering		Annexure A1	Annexure B1	Annexure C1
Engineering Management		Annexure A2	Annexure B2	Annexure C2
Mechanical Engineering		Annexure A3	Annexure B3	Annexure C3
ICT and Electronic Security Systems		Annexure A4	Annexure B4	Annexure C4
Architectural Services		Annexure A5	Annexure B5	Annexure C5
Civil Engineering		Annexure A6	Annexure B6	Annexure C6

Structural Engineering		Annexure A7	Annexure B7	Annexure C7
Geotechnical Engineering		Annexure A8	Annexure B8	Annexure C8
Topographic Survey		Annexure A9	Annexure B9	Annexure C9
Detection & Mapping of Underground Services		Annexure A10	Annexure B10	Annexure C10
Traffic and Transportation Engineering		Annexure A11	Annexure B11	Annexure C11
Chemical Engineering Services		Annexure A12	Annexure B12	Annexure C12
Desalination Services		Annexure A13	Annexure B13	Annexure C13

Note: Kindly complete by indicating which discipline(s) you are tendering for and submit this page with your bid.

T2.1 List of Returnable Documents

2.1.1 These schedules are required for eligibility purposes:

T2.2-01 **Stage One: Eligibility Criteria Schedule** - B-BBEE Status Level 4.

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

Discipline	Technical Evaluation Reference (Items listed in 'Comments' Column)
Electrical Engineering	Annexure A1
Engineering Management	Annexure A2
Mechanical Engineering	Annexure A3
ICT and Electronic Security Systems	Annexure A4
Architectural Services	Annexure A5
Civil Engineering	Annexure A6
Structural Engineering	Annexure A7
Geotechnical Engineering	Annexure A8
Topographic Survey	Annexure A9
Detection & Mapping of Underground Services	Annexure A10
Traffic and Transportation Engineering	Annexure A11
Chemical Engineering Services	Annexure A12
Desalination Services	Annexure A13
Portfolio and List of projects undertaken	Annexure A14
Format and content of reference letter/form	Annexure A15

2.1.3 Returnable Schedules:

General:

- T2.2-03 Authority to submit tender
- T2.2-04 Record of Addenda to Tender Documents
- T2.2-06 Letter of Good Standing

Agreement and Commitment by Tenderer:

- T2.2-07 Non-Disclosure Agreement
- T2.2-08 RFP – Breach of Law
- T2.2-09 Certificate of Acquaintance with Tender Document
- T2.2-10 Service Provider Integrity Pact
- T2.2-11 RFP Declaration Form
- T2.2-12 Supplier Code of Conduct



2.1.4 Bonds/Guarantees/Financial/Insurance:

- T2.2-16 Insurance provided by the Consultant
T2.2-17 Three (3) years audited financial statements

2.1.5 Transnet Vendor Registration Form:

- T2.2-13 Supplier Declaration Form

2.1.6 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")

- T2.2-15 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")

2.1.7 Compulsory Enterprise Questionnaire

- T2.2-14 Compulsory Enterprise Questionnaire

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

2.3 C1.2 Contract Data – Part 2

2.4 C2.1 Pricing (Task Order Based)

2.5 C2.2 Pricing Schedules

Discipline	Price Schedule
Electrical Engineering	Annexure B1
Engineering Management	Annexure B2
Mechanical Engineering	Annexure B3
ICT and Electronic Security Systems	Annexure B4
Architectural Services	Annexure B5
Civil Engineering	Annexure B6
Structural Engineering	Annexure B7
Geotechnical Engineering	Annexure B8
Topographic Survey	Annexure B9
Detection & Mapping of Underground Services	Annexure B10
Traffic and Transportation Engineering	Annexure B11
Chemical Engineering Services	Annexure B12
Desalination Services	Annexure B13

T2.2-01 ELIGIBILITY CRITERIA SCHEDULE: B-BBEE STATUS LEVEL 4

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

It is a specific tendering condition that tenderers must:

- Have a minimum B-BBEE status level of 4.

Tenderers are required to submit the **valid B-BBEE certificates or Certified Sworn Affidavits**.

Provide information of the Sub-consultants below: **This information will be required at a later stage.**

	Name of proposed Sub-contractors	Proposed Sub-consultant: National Treasury Central Supplier Database Registration Number	Nature and extent of work	B-BBEE 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.						
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The Tenderer is to submit the following documents or copies thereof for each of the proposed sub-contractor(s) with this schedule:

- Valid B-BBEE Sworn Affidavits or B-BBEE Certificates of each of the proposed sub-contractors.

NOTE TO TENDERERS: FAILURE TO PROVIDE THE ABOVE DOCUMENTS WILL RESULT IN THE NOMINATED SUB-CONTRACTOR 'S PERCENTAGE BEING DISCOUNTED TO ZERO.

Transnet reserves the right to request additional information of the nominated sub-contractors should it be deemed necessary to verify the compliance to the black ownership percentage or sub-contractor's entity size. These may include but not limited to;

- Agreement or Letter of Intent confirming the Sub-Contracting Agreement between the tenderer and proposed sub-contractor(s);
- Copies of the identity documents of the members of shareholders of the sub-contractor;
- Copies of the Audited Financial Statements or Income Statement of the sub-contractor.

TENDER NUMBER: TNPA/2022/10/1253/14617/RFP			
FRAMEWORK OF ENGINEERING AND BUILT ENVIRONMENT SERVICES FOR A PERIOD OF 24 MONTHS			
Annexure A1 Electrical Services			
Technical Evaluation Criteria - Min 60% pass to qualify for next evaluation stage		Effective Weighting	Comments
1. COMPETENCY & EXPERIENCE OF THE COMPANY WITHIN THE LAST 5 YEARS	Score	40%	
1.1 Value of Projects Undertake within the last 5 years			
Record of Project/s undertaken with cumulative Value >R100 million as a principal agent, consultant, Joint Venture member, Project Management Contractor or Eng service provider within the last 5 years.	5	20%	Tenderers are required to demonstrate their experience in the delivery of similar works stated in the Scope of Services, and to this end shall supply detail of the value of similar works contracts awarded to it in the past 5 years. Portfolio of evidence to include; (1) Project Description; (2) Employing Entity; (3) Project Start & End Date, (4) Value of the Contract; (5) Scope of Eng. Services; Value of Eng. Consulting Fees; (7) Total Project Value; (8) Employer Contact Person and Contact Details (i.e. including company landline telephone number and official/company email address). The form in Annexure A14 shall be used for this item.
Record of Project/s undertaken with cumulative Value >R75 mil-=<R100mil as a principal agent, consultant, Joint Venture member, Project Management Contractor or Eng service provider within the last 5 years.	4		
Record of Project/s undertaken with cumulative Value >R50 mil-=<R75mil as a principal agent, consultant, Joint Venture member, Project Management Contractor or Eng service provider within the last 5 years.	3		
Record of Project/s undertaken with cumulative Value > R10mil -=<R50 mil as a principal agent, Consultant, Joint Venture member, Project Management Contractor or Eng service provider within the last 5 years.	2		
Record of Project/s undertaken with cumulative Value between >R1mil- =<R10 mil as a principal agent, Consultant, Joint Venture member, Project Management Contractor or Eng service provider within the last 5 years.	1		
No submission	0		
1.2 Experience Variety and Variability's of Infrastructure Type of Projects Relevant to the Scope of Works (contained in Annexure C1 Paragraph 6.1)			
30 or more items as per Scope of Service	5	10%	Tenders shall submit a detailed portfolio of projects demonstrating competency in the key areas of speciality as mentioned in the scope of services section 6.1 in Annexure C1.
23 - 29 items as per Scope of Service	4		
17 - 22 items as per Scope of Service	3		
10 - 16 items as per Scope of Service	2		
9 or less items as per Scope of Service	1		
No submission	0		
1.3 The Professional Service Provider must demonstrate relevant experience in engineering design and project implementation within the last 5 years. Submission of references from Clients for Comparable Projects			
10 or more reference letters/forms submitted	5	5%	The service provider must attach letters of reference and/or contract and/or letter of appointment for similar engineering work and project implementation within the last 5 years. The letter MUST ALSO INCLUDE the company name, contact person and contact numbers and email address.
7 to 9 reference letters/forms submitted	4		
4 to 6 reference letters/forms submitted	3		
2-3 reference letters/forms submitted	2		
1 reference letter/form submitted	1		
No Response	0		
1.4 The Professional Service Provider must demonstrate relevant experience in engineering design and project implementation within the last 5 years. Submission of references from Clients for Comparable Projects			
10 or more reference letters/forms with good reviews	5	5%	The service provider must attach letters of reference with formal written appraisal of the tender's performance on similar Enginnering work/project implemented within the last 5 years The letter MUST ALSO INCLUDE the company name, contact person, contact numbers and official email address. If the letters don't explicitly appraise performance of the company/consultant in the project, the form in Annexure A15, completed by the client, shall be submitted for this item.
7 to 9 reference letters/forms with good reviews	4		
4 to 6 reference letters/forms with good reviews	3		
2 to 3 reference letters/forms with good reviews	2		
1 reference letters/forms with good reviews	1		
No Response	0		
2. PROJECT TEAM	Score	30%	
2.1 Professional Registration & Experience of Principal Engineer (20%)			
The Principal Engineer is professionally registered with ECSA in the Electrical Engineering discipline with 15 or more years post registration experience.	5	20%	Tenderer to submit detailed copies of ECSA registration (Pr Eng/Pr Tech). Principal Engineer is the overall responsible engineering professional for the organisation, entrusted with reponsibility and accountability for this discipline's performance in this framework contract. All information must be certified by commissioner of oaths as a true copy. All tenderers to submit detail of experience, areas of experience and extent of competency.
The Principal Engineer is professionally registered with ECSA in the Electrical Engineering discipline with 10 years' to 14 years' post registration experience.	4		
The Principal Engineer is professionally registered with ECSA in the Electrical Engineering discipline with 6 years' to 9 years' post registration experience.	3		
The Principal Engineer is professionally registered with ECSA in the Electrical Engineering discipline with 3 years' to 5 years' post registration experience.	2		
The Principal Engineer is professionally registered with ECSA in the Electrical Engineering discipline with 2 years or less of post registration experience	1		
No submission	0		
2.2. PROJECT TEAM - Registered Technical Staff	Score		
1 Sen Engineer (Pr. Eng), 3 Engineers/Technologists (Pr. Eng/Pr. Tech Eng), 4 Technicians (Pr. Techni Eng)	5	10%	All tenderers to submit detailed CV of each technical human resource with ECSA registration status; detailing years of experience and areas of competency. A requirement for a Senior Engineer, in this item, is a minimum of 3 years post ECSA professional registration experience. All information must be certified by commissioner of oaths as a true copy. Should the number of resources offered differ to those listed, the minimum requirement of the higher categories will be the main derteminant of the ultimate score to be allocated.
1 Sen Engineer (Pr. Eng), 3 Engineers/Technologists (Pr. Eng/Pr. Tech Eng), 3 Technicians (Pr. Techni Eng)	4		
1 Sen Engineer (Pr. Eng), 2 Engineers/Technologists (Pr. Eng/Pr. Tech Eng), 2 Technicians (Pr. Techni Eng)	3		
1 Sen Engineer (Pr. Eng), 1 Engineers/Technologists (Pr. Eng/Pr. Tech Eng), 2 Technicians (Pr. Techni Eng)	2		
1 Sen Engineer (Pr. Eng), 1 Engineers/Technologists (Pr. Eng/Pr. Tech Eng), 1 Technicians (Pr. Techni Eng)	1		
No submission	0		
3 Quality Assurance and Execution Methology	Score	30%	
3.1 Present the Quality Control and Assurance Procedure in developing Engineering Designs :			
5 = Excellent Procedure (Covers all 7 items)	5	10%	1. Overview of Quality Plan and Policy specific to Eng. stages of design 2. Typical Eng. Quality Manual and Control Plan. 3. The Office Standards and Procedures. 4. Index of procedures to be used during the contract. 5. Audit Schedule for internal and external audits during the Engineering design, checks and reviews (scope, time, cost, deliverables, standard templates, etc). 6. Drawing Standards 7. Typical project filing index (for electronic and hardcopy files).
4 = Good Procedure (Covers 5-6 Items)	4		
3 = Satisfactory procedure (Covers 3-4 Items)	3		
2 = Poor Procedure (Covers 1 - 2 items)	2		
1 = Information is insufficient and/or not related (Covers None of the items)	1		
0 = No submission	0		
3.2 Present the work methodology procedure in developing Engineering Designs and other relevant information.			
5 = Excellent Procedure (Covers all 6 items)	5	20%	The Service Provider must provide a detailed Eng. Work methodology procedure covering the below items: 1.Contract Details (Details of the nature of the Engineering services that is to be undertaken) 2. Method of Work (A description of how the works are to be carried out in relation to the design stages, scope, drawing deliverables at each stage, building condition assessments, site conditions and site-specific hazards and considerations) 3. Risk Assessments (The inclusion of any risk assessments, project specific health and safety issues which will assist in the identification and management of task specific hazards) 4. Hardware, software and equipment (The inclusion of details regarding hardware, equipment and software available for the works) 5. Operative Competence (Skills available, including certification, accreditation and training) 6. Monitoring and review (Details of how the scope of the works will be monitored supervised and evaluated)
4 = Good Procedure (Covers 4-5 Items)	4		
3= Satisfactory procedure (Covers 3 Items)	3		
2 = Poor or unsatisfactory procedure (Covers 1-2 Items)	2		
1 = Information is insufficient and/or not related (Covers None of the items)	1		
No submission	0		
TOTAL=		100.0%	

TENDER NUMBER: TNPA/2022/10/1253/14617/RFP			
FRAMEWORK OF ENGINEERING AND BUILT ENVIRONMENT SERVICES FOR A PERIOD OF 24 MONTHS			
Annexure A2 Engineering Management			
Technical Evaluation Criteria - Min 60% pass to qualify for next evaluation stage		Effective Weighting	Comments
		100%	
1. COMPETENCY & EXPERIENCE OF THE COMPANY WITHIN THE LAST 5 YEARS	Score	40.0%	
1.1 Value of Projects Undertake within the last 5 years			
Record of Project/s undertaken with cumulative Value >R100 million as a principal agent, consultant, Joint Venture member, Engineering Management(EM) Contractor or EM service provider within the last 5 years.	5	20%	Tenderers are required to demonstrate their experience in the delivery of similar works stated in the Scope of Services, and to this they shall supply detail of the value of similar works contracts awarded to it in the past 5 years. Portfolio of evidence to include; (1) Project Description; (2) Employing Entity; (3) Project Start & End Date, (4) Value of the Contract; (5) Scope of Engineering Management Services; (6) Value of Engineering Management Consulting Fees; (7) Total Project Value; (8) Employer Contact Person and Contact Details (i.e. including company landline telephone number and official/company email address). The form in Annexure A14 ('Portfolio and List of Projects undertaken') attached should be used per discipline.
Record of Project/s undertaken with cumulative Value >R75 mil –<R100mil as a principal agent, consultant, Joint Venture member, Engineering Management(EM) Contractor or EM service provider within the last 5 years.	4		
Record of Project/s undertaken with cumulative Value >R50 mil –<R75mil as a principal agent, consultant, Joint Venture member, Engineering Management(EM) Contractor or EM service provider within the last 5 years.	3		
Record of Project/s undertaken with cumulative Value > R10mil –<R50 mil as a principal agent, consultant, Joint Venture member, Engineering Management(EM) Contractor or EM service provider within the last 5 years	2		
Record of Project/s undertaken with cumulative Value between >R1mil –<R10 mil as principal agent, consultant, Joint Venture member, Engineering Management(EM) Contractor or EM service provider within the last 5 years	1		
No submission	0		
1.2 Experience Variety and Variability's of Infrastructure Type of Projects Relevant to the Scope of Works (contained in Paragraph 6.1 of Annexure C2)			
5 Portfolio of Projects	5	10%	Tenderers to submit detail portfolio of projects demonstrating competency in the key area of speciality as mentioned in the scope of services (contained in Paragraph 6.1 of Annexure C2). Tenderers to clearly indicate what the nature of the projects were.
4 Portfolio of Projects	4		
3 Portfolio of Projects	3		
2 Portfolio of Projects	2		
1 Portfolio of Projects	1		
No submission	0		
1.3 The Professional Service Provider must demonstrate relevant experience in and project implementation plan development within the last 5 years. Submission of references from Clients for Comparable Projects			
10 or more reference letters/forms with good/excellent reviews	5	10%	The service provider must attach letters of reference with formal written appraisal of the tender's performance on similar Engineering work/project implemented within the last 5 years The letter MUST ALSO INCLUDE the company name, contact person, contact numbers and official email address. If the letters don't explicitly appraise performance of the company/consultant in the project, the form in Annexure A15, completed by the client, shall be submitted for this item.
6 to 9 reference letters/forms with good/excellent reviews	4		
3 to 5 reference letters/forms with good/excellent reviews	3		
1 to 2 reference letters/forms with good/excellent reviews	2		
All/majority of reference letters with less than good/excellent reviews	1		
No Response	0		
2. PROJECT TEAM	Score	30.00%	
2.1 Professional Registration & Experience of Principal Engineer			
The Engineering Manager is professionally registered with ECSA for the Engineering discipline (Electrical, Mechanical, Civil, Chemical etc.) with 15 years or more post registration exp. In Engineering Management Services	5	20%	Tender to submitted detailed copies of ECSA proof of registration. All information must be certified by commissioner of oaths as a true copy. All tenders to submit details of experience detailing years of experience and areas of experience.
The Engineering Manager is professionally registered with ECSA for the Engineering discipline (Electrical, Mechanical, Civil, Chemical etc.) with 10 years' to 14 years' post registration exp. In Engineering Management Services	4		
The Engineering Manager is professionally registered with ECSA for the Engineering discipline (Electrical, Mechanical, Civil, Chemical etc.) with 6 years' to 9 years' post registration exp. In Engineering Management Services	3		
The Engineering Manager is professionally registered with ECSA for the Engineering discipline (Electrical, Mechanical, Civil, Chemical etc.) with 3 years' to 5 years' post registration exp. In Engineering Management Services	2		
The Engineering Manager is professionally registered with ECSA for the Engineering discipline (Electrical, Mechanical, Civil, Chemical etc.) with 2 or less years of post registration exp. In Engineering Management Services	1		
No submission	0		
2.2. PROJECT TEAM - Unregistered Engineering Coordinator Resource Capacity	Score		
5 Engineering Coordinator	5	10%	All tenderers to submit detailed CV of each technical human resource detailing years of experience and areas of competency.
4 Engineering Coordinator	4		
3 Engineering Coordinator	3		
2 Engineering Coordinator	2		
1 Engineering Coordinator	1		
No submission	0		
3 Quality Assurance and Execution Methodology	Score	30%	
3.1 Present the Quality Control and Assurance Procedure in Managing Engineering activities :			
5 = Excellent Procedure (Covers all 7 items)	5	10%	1. Overview of Quality Plan and Policy specific to engineering stages of design. 2. Typical Engineering Management Quality Manual and Control Plan. 3. The Office Standards and Procedures. 4. Index of procedures to be used during the contract. 5. Audit Schedule for internal and external audits during the engineering management (scope, time, cost, deliverables, standard templates, etc). 6. Provided template for Engineering Management Plan 7. Typical project filing index (for electronic and hardcopy files).
4 = Good Procedure (Covers 5-6 Items)	4		
3= Satisfactory procedure (Covers 3-4 Items)	3		
2 = Poor Procedure (Covers 1 - 2 items)	2		
1 = Information is insufficient and/or not related (Covers None of the items)	1		
0 = No submission	0		
3.2 Present the work methodology procedure in managing Engineering and other relevant information.			
5 = Excellent Procedure (Covers all 6 items)	5	20%	The tender must submit a detail Work methodology for the resourcing and execution of the technical work. The Service Provider must provide a detailed Engineering Management Work methodology procedure covering the below items: 1. Contract Details - Details of the nature of the Engineering Management services that is to be undertaken. 2. Method of Work - A description of how the works are to be carried out in relation to manage the design stages, managing the scope, managing drawing deliverables at each stage, condition assessments, site conditions and site-specific hazards and considerations. 3. Risk Assessments - The inclusion of any risk assessments, project specific health and safety issues which will assist in the identification and management of task specific hazards. 4. Tools to be utilised to manage the all engineering deliverables per project phase. 5. Operative Competence - Skills available, including certification, accreditation and training. 6. Monitoring and review - Details of how the scope of the works will be monitored supervised and evaluated.
4 = Good Procedure (Covers 4-5 Items)	4		
3= Satisfactory procedure (Covers 3 Items)	3		
2 = Poor or unsatisfactory procedure (Covers 1-2 items)	2		
1 = Information is insufficient and/or not related (Covers None of the items)	1		
No submission	0		

TENDER NUMBER: TNPA/2022/10/1253/14617/RFP FRAMEWORK OF ENGINEERING AND BUILT ENVIRONMENT SERVICES FOR A PERIOD OF 24 MONTHS Annexure A3 Mechanical Engineering			
Technical Evaluation Criteria - Min 60% pass to qualify for next evaluation stage		Effective Weighting	Comments
1. COMPETENCY & EXPERIENCE OF THE COMPANY WITHIN THE LAST 5 YEARS	Score	50%	
1.1 Value of Projects Undertaken within the last 5 years			
Record of Project/s undertaken with cumulative Value >R100 million as a principal agent, consultant Mechanical, Joint Venture member, Project Management Contractor or Mechanical service provider within the last 5 years.	5	20%	Tenderers are required to demonstrate their experience in the delivery of similar works stated in the Scope of Services, and to this end shall supply detail of the value of similar works contracts awarded to it in the past 5 years. Portfolio of evidence to include; (1) Project Description; (2) Employing Entity; (3) Project Start & End Date, (4) Value of the Contract; (5) Scope of Mechanical Services; (6) Value of Mechanical Consulting Fees; (7) Total Project Value; (8) Employer Contact Person and Contact Details (i.e. including company landline telephone number and official/company email address). The form in Annexure A14 shall be used for this item.
Record of Project/s undertaken with cumulative Value >R75 mil-≤R100mil as a principal agent, consultant Mechanical, Joint Venture member, Project Management Contractor or Mechanical service provider within the last 5 years.	4		
Record of Project/s undertaken with cumulative Value >R50 mil-≤R75mil as a principal agent, consultant Mechanical, Joint Venture member, Project Management Contractor or Mechanical service provider within the last 5 years.	3		
Record of Project/s undertaken with cumulative Value > R100mil -≤R50 mil as a principal agent, consultant Mechanical, Joint Venture member, Project Management Contractor or Mechanical service provider within the last 5 years	2		
principal agent, consultant Mechanical, Joint Venture member, Project Management Contractor or Mech service provider within the last 5 years	1		
No submission	0		
1.2 Experience Variety and Variability's of Infrastructure Type of Projects Relevant to the Scope of Works (contained in Paragraph 6.1 of Annexure C3)			
All 32 services contained within the Scope of Service	5	10%	Tenderers to submit detailed portfolio of projects demonstrating competency in the key area of speciality as mentioned in the scope of services (contained in Paragraph 6.1 of Annexure C3). This will be assessed as a percentage of the key areas mentioned. Tenderers to clearly indicate what the nature of the projects were.
26 to 31 services contained within the Scope of Service	4		
10 to 25 services contained within the Scope of Service	3		
5 to 10 services contained within the Scope of Service	2		
less than 5 of the services contained within the Scope of Service	1		
No submission	0		
1.3 The Professional Service Provider must demonstrate relevant experience in engineering design and project implementation within the last 5 years. Submission of references from Clients for Comparable Projects			
10 or more reference letters/forms submitted	5	10%	The service provider must attach letters of reference and/or contract and/or letter of appointment for similar engineering work and project implementation within the last 5 years. The letter MUST ALSO INCLUDE the company name, contact person and contact numbers.
7 to 9 reference letters/forms submitted	4		
4 to 6 reference letters/forms submitted	3		
2-3 reference letters/forms submitted	2		
1 reference letter/form submitted	1		
No Response	0		
1.4 The Professional Service Provider must demonstrate relevant experience in engineering design and project implementation within the last 5 years. Submission of references from Clients for Comparable Projects			
10 or more reference letters/forms with good reviews	5	10%	The service provider must attach letters of reference with formal written appraisal of the tender's performance on similar Engineering work/project implemented within the last 5 years The letter MUST ALSO INCLUDE the company name, contact person, contact numbers and official email address. If the letters don't explicitly appraise performance of the company/consultant in the project, the form in Annexure A15, completed by the client, shall be submitted for this item.
7 to 9 reference letters/forms with good reviews	4		
4 to 6 reference letters/forms with good reviews	3		
2 to 3 reference letters/forms with good reviews	2		
1 reference letters/forms with good reviews	1		
No Response	0		
2. PROJECT TEAM	Score	30%	
2.1 Professional Registration & Experience of Principal Engineer			
The Principal Engineer is professionally registered with ECSA or other regulatory professional bodies for the Engineering discipline with 15 years or more post registration exp. in Mechanical Engineering Services	5	20%	Tenderer to submit detailed copies of ECSA registration (Pr Eng/Pr Tech). Principal Engineer is the overall responsible engineering professional for the organisation, entrusted with responsibility and accountability for this discipline's performance in this framework contract. All information must be certified by commissioner of oaths as a true copy. All tenderers to submit detail of experience, areas of experience and extent of competency.
The Principal Engineer is professionally registered with ECSA or other regulatory professional bodies for the Engineering discipline with 10 years' post registration exp. in Mechanical Engineering Services	4		
The Principal Engineer is professionally registered with ECSA or other regulatory professional bodies for the Engineering discipline with 6 years' post registration exp. in Mechanical Engineering Services	3		
The Principal Engineer is professionally registered with ECSA or other regulatory professional bodies for Engineering discipline with 3 years' to 5 years' post registration exp. in Mechanical Engineering Services	2		
The Principal Engineer is professionally registered with ECSA or other regulatory professional bodies for the Engineering discipline with 2 or less years of post registration exp. in Mechanical Engineering Services	1		
No submission	0		
2.2. PROJECT TEAM - Unregistered Technical Engineering Staff Resource Capacity	Score		
1 or 2 Engineer (BSc Eng., BEng and above), 1 or 2 Technologist (BTech), 1 Technicians (S4 N diploma), 1 Draught person, A Technician/Engineer (S4 diploma, Btech/Bsc, Bng) with a Certificate of Competency as issued by the ASIB	5	10%	All tenderers to submit detailed CV of each technical human resource detailing years of experience and areas of competency and proof of registration where applicable.
Only have 4 of the above Technical Engineering staff with a Technician/Engineer (S4 diploma, Btech/Bsc, Bng) with a Certificate of Competency as issued by the ASIB	4		
Only have 3 of the above Technical Engineering staff with a Technician/Engineer (S4 diploma, Btech/Bsc, Bng) with a Certificate of Competency as issued by the ASIB	3		
Only have 2 of the above personnel Technical Engineering staff a Technician/Engineer (S4 diploma, Btech/Bsc, Bng) with a Certificate of Competency as issued by the ASIB	2		
Only have 1 of the above personnel Technical Engineering staff	1		
No submission	0		
3 Quality Assurance and Execution Methodology	Score	20%	
3.1 Present the Quality Control and Assurance Procedure in developing Engineering Designs :			
5 = Excellent Procedure (Covers all 7 items)	5	10%	1. Overview of Quality Plan and Policy specific to Mechanical stages of design. 2. Typical Arch. Quality Manual and Control Plan. 3. The Office Standards and Procedures. 4. Index of procedures to be used during the contract. 5. Audit Schedule for internal and external audits during the Mechanical design, checks and reviews (scope, time, cost, deliverables, standard templates, etc). 6. Drawing Standards 7. Typical project filing index (for electronic and hardcopy files).
4 = Good Procedure (Covers 5-6 Items)	4		
3= Satisfactory procedure (Covers 3-4 Items)	3		
2 = Poor Procedure (Covers 1 - 2 Items)	2		
1 = Information is insufficient and/or not related (Covers None of the items)	1		
0 = No submission	0		
3.2 Present the work methodology procedure in developing Engineering Designs and other relevant information.			
5 = Excellent Procedure (Covers all 6 items)	5	10%	The tender must submit a detail Work methodology for the resourcing and execution of the technical work. The Service Provider must provide a detailed Mechanical Engineering Work methodology procedure covering the below items: 1. Contract Details - Details of the nature of the Mechanical Engineering services that is to be undertaken. 2. Method of Work - A description of how the works are to be carried out in relation to the design stages, scope, drawing deliverables at each stage, condition assessments, site conditions and site-specific hazards and considerations. 3. Risk Assessments - The inclusion of any risk assessments, project specific health and safety issues which will assist in the identification and management of task specific hazards. 4. Hardware, software and equipment - The inclusion of details regarding hardware, equipment and software available for the works. 5. Operative Competence - Skills available, including certification, accreditation and training. 6. Monitoring and review - Details of how the scope of the works will be monitored supervised and evaluated.
4 = Good Procedure (Covers 4-5 Items)	4		
3= Satisfactory procedure (Covers 3 Items)	3		
2 = Poor or unsatisfactory procedure (Covers 1-2 Items)	2		
1 = Information is insufficient and/or not related (Covers None of the items)	1		
No submission	0		

TENDER NUMBER: TTNPA/2022/10/1253/14617/RFP				
FRAMEWORK OF ENGINEERING AND BUILT ENVIRONMENT SERVICES FOR A PERIOD OF 24 MONTHS Annexure A4 ICT and Electronic Security Systems				
Technical Evaluation Criteria - Min 60% pass to qualify for next evaluation stage			Effective Weighting	Comments
1. COMPETENCY & EXPERIENCE OF THE COMPANY WITHIN THE LAST 5 YEARS	Score	Actual score	40%	
1.1 Value of Projects Undertake within the last 5 years				
Record of Project/s undertaken with cumulative Value >R40 million as a principal agent, consultant, Joint Venture member, Project Management Contractor or Eng service provider within the last 5 years.	5		20%	Tenderers are required to demonstrate their experience in the delivery of similar works stated in the Scope of Services, and to this end shall supply detail of the value of similar works contracts awarded to it in the past 5 years. Portfolio of evidence to include; (1) Project Description; (2) Employing Entity; (3) Project Start & End Date, (4) Value of the Contract; (5) Scope of Electronic Security and ICT Services; (6) Value of Electronic Security and ICT Services Consulting Fees; (7) Total Project Value; (8) Employer Contact Person and Contact Details (i.e. including company landline telephone number and official/company email address). The form in Annexure A14 ('Portfolio and List of Projects undertaken') attached could be used per discipline.
Record of Project/s undertaken with cumulative Value >R20 mil-=<R40mil as a principal agent, consultant, Joint Venture member, Project Management Contractor or Eng service provider within the last 5 years.	4			
Record of Project/s undertaken with cumulative Value >R10 mil-=<R20mil as a principal agent, consultant, Joint Venture member, Project Management Contractor or Eng service provider within the last 5 years.	3			
Record of Project/s undertaken with cumulative Value > R5mil -=<R10 mil as a principal agent, Consultant, Joint Venture member, Project Management Contractor or Eng service provider within the last 5 years.	2			
Record of Project/s undertaken with cumulative Value between >R1mil- =<R5 mil as a principal agent, Consultant, Joint Venture member, Project Management Contractor or Eng service provider within the last 5 years.	1			
No submission	0			
1.2 Experience Variety and Variability's of Infrastructure Type of Projects Relevant to the Scope of Works (contained in Annexure C4 Paragraph 6.1)				
		Sub Weight	10%	Tenders shall submit a detailed portfolio of projects demonstrating competency in the key areas of speciality as mentioned in the scope of services section 6.1 in Annexure C4. Tenderers to clearly indicate what the nature of the projects were.
5 items as per Scope of Service	5			
4 items as per Scope of Service	4			
3 items as per Scope of Service	3			
2 items as per Scope of Service	2			
1 items as per Scope of Service	1			
No submission	0			
1.3 The Professional Service Provider must demonstrate relevant experience in engineering design and project implementation within the last 5 years.				
10 or more reference letters/forms submitted	5		5%	The service provider must attach letters of reference and/or contract and/or letter of appointment for similar engineering work and project implementation within the last 5 years. The letter MUST ALSO INCLUDE the company name, contact person and contact numbers and email address.
7 to 9 reference letters/forms submitted	4			
4 to 6 reference letters/forms submitted	3			
2-3 reference letters/forms submitted	2			
1 reference letter/form submitted	1			
No Response	0			
1.4 The Professional Service Provider must demonstrate relevant experience in engineering design and project implementation within the last 5 years.				
Submission of references from Clients for Comparable Projects				
10 or more reference letters/forms with good reviews	5		5%	The service provider must attach letters of reference with formal written appraisal of the tender's performance on similar Engineering work/project implemented within the last 5 years The letter MUST ALSO INCLUDE the company name, contact person, contact numbers and official email address. If the letters don't explicitly appraise performance of the company/consultant in the project, the form in Annexure A15, completed by the client, shall be submitted for this item.
7 to 9 reference letters/forms with good reviews	4			
4 to 6 reference letters/forms with good reviews	3			
2 to 3 reference letters/forms with good reviews	2			
1 reference letters/forms with good reviews	1			
No Response	0			
2. PROJECT TEAM	Score	Actual score	30%	
2.1 Professional Registration & Experience of Principal Engineer				
The Principal Engineer is professionally registered with ECSA or other regulatory professional bodies for the Engineering discipline (Electronics/Electrical Engineering) with 15 years and above post registration exp. in ICT and Electronic Security Engineering Services	5		20%	Tenderer to submit detailed copies of ECSA registration (Pr Eng / Pr Tech). Principal Engineer is the overall responsible engineering professional for the organisation, entrusted with reponsibility and accountability for this discipline's performance in this framework contract. All information must be certified by commissioner of oaths as a true copy. All tenderers to submit detail of experience, areas of experience and extent of competency.
The Principal Engineer is professionally registered with ECSA or other regulatory professional bodies for the Engineering discipline(Electronics/Electrical Engineering) with 10 years to 14 years' post registration exp. in ICT and Electronic Security Services Engineering Services	4			
The Principal Engineer is professionally registered with ECSA or other regulatory professional bodies for the Engineering discipline(Electronics/Electrical Engineering) with 6 years' up to 9 years' post registration exp. in ICT and Electronic Security Engineering Services	3			
The Principal Engineer is professionally registered with ECSA or other regulatory bodies for the Engineering discipline (Electronics/Electrical Engineering) with 3 up to 5 years' post registration exp. in ICT and Electronic Security Engineering Services	2			
The Principal Engineer is professionally registered with ECSA or other regulatory professional bodies for the Engineering discipline (Electronics/Electrical Engineering) with 2 years or less of post registration exp. in ICT and Electronic Security Engineering Services	1			
No submission	0			
2.2. PROJECT TEAM - Registered Technical Engineering Staff Resource Capacity	Score	Actual score		
1 Sen Engineer (Pr. Eng), 3 Engineers/Technologists (Pr. Eng/Pr. Tech Eng), 3 Technicians (Pr. Techni Eng)	5		10%	All tenderers to submit detailed CV of each technical human resource detailing years of experience and areas of competency. A requirement for a Senior Engineer, in this item, is a minimum of 3 years post ECSA professional registration experience. Should the number of resources offered differ to those listed, the minimum requirement of the higher categories/grade will be the main derteminant of the ultimate score to be allocated.
1 Sen Engineer (Pr. Eng), 2 Engineers/Technologists (Pr. Eng/Pr. Tech Eng), 3 Technicians (Pr. Techni Eng)	4			
1 Sen Engineer (Pr. Eng), 1 Engineers/Technologists (Pr. Eng/Pr. Tech Eng), 2 Technicians (Pr. Techni Eng)	3			
1 Sen Engineer (Pr. Eng), 1 Engineers/Technologists (Pr. Eng/Pr. Tech Eng), 1 Technicians (Pr. Techni Eng)	2			
1 Sen Engineer (Pr. Eng), 1 Engineers/Technologists (Pr. Eng/Pr. Tech Eng) or 1 Technicians (Pr. Techni Eng)	1			
No submission or full non-compliance, especially with 2 higher categories	0			
3 Quality Assurance and Execution Methology	Score	Actual score	30%	
3.1 Present the Quality Control and Assurance Procedure in developing Engineering Designs :				
5 = Excellent Procedure (Covers all 7 items)	5		10%	1. Overview of Quality Plan and Policy specific to engineering stages of design. 2. Typical Electrical Quality Manual and Control Plan. 3. The Office Standards and Procedures. 4. Index of procedures to be used during the contract. 5. Audit Schedule for internal and external audits during the Electrical design, checks and reviews (scope, time, cost, deliverables, standard templates, etc). 6. Drawing Standards 7. Typical project filing index (for electronic and hardcopy files).
4 = Good Procedure (Covers 5-6 Items)	4			
3= Satisfactory procedure (Covers 3-4 Items)	3			
2 = Poor Procedure (Covers 1- 2 items)	2			
1 = Information is insufficient and/or not related (Covers None of the items)	1			
0 = No submission	0			
3.2 Present the work methodology procedure in developing Engineering Designs and other relevant information.				
5 = Excellent Procedure (Covers all 6 items)	5		20%	The tender must submit a detail Work methodology for the resourcing and execution of the technical work. The Service Provider must provide a detailed Electronic Security and ICT work methodology procedure covering the below items: 1. Contract Details - Details of the nature of the Electronic Security and ICT services that is to be undertaken. 2. Method of Work - A description of how the works are to be carried out in relation to the design stages, scope, drawing deliverables at each stage, condition assessments, site conditions and site-specific hazards and considerations. 3. Risk Assessments - The inclusion of any risk assessments, project specific health and safety issues which will assist in the identification and management of task specific hazards. 4. Hardware, software and equipment - The inclusion of details regarding hardware, equipment and software available for the works. 5. Operative Competence - Skills available, including certification, accreditation and training. 6. Monitoring and review - Details of how the scope of the works will be monitored supervised and evaluated.
4 = Good Procedure (Covers 4-5 Items)	4			
3= Satisfactory procedure (Covers 3 Items)	3			
2 = Poor or unsatisfactory procedure (Covers 1-2 Items)	2			
1 = Information is insufficient and/or not related (Covers None of the items)	1			
No submission	0			

TENDER NUMBER: TTNPA/2022/10/1253/14617/RFP			
FRAMEWORK OF ENGINEERING AND BUILT ENVIRONMENT SERVICES FOR A PERIOD OF 24 MONTHS			
Annexure C6 Architectural Services			
Technical Evaluation Criteria - Min 60% pass to qualify for next evaluation stage		Effective Weighting	Comments
		100%	
1. COMPETENCY & EXPERIENCE OF THE COMPANY WITHIN THE LAST 5 YEARS	Score	40.0%	
1.1 Value of Projects Undertake within the last 5 years			
Record of Project/s undertaken with cumulative Value >R100 million as a principal agent, consultant Architect, Joint Venture member, Project Management Contractor or Arch service provider within the last 5 years.	5	20%	Tenderers are required to demonstrate their experience in the delivery of similar works stated in the Scope of Services, and to this end shall supply detail of the value of similar works contracts awarded to it in the past 5 years. Portfolio of evidence to include (refer to attached spreadsheet : Portfolio and List of projects undertaken); (1) Project Description; (2) Employing Entity; (3) Project Start & End Date, (4) Value of the Contract; (5) Scope of Arch. Services; (6) Value of Arch. Consulting Fees; (7) Total Project Value; (8) Employer Contact Person and Contact Details (i.e. including company landline telephone number and official/company email address). The form in Annexure A14 shall be used for this item.
Record of Project/s undertaken with cumulative Value >R75 mil-=<R100mil as a principal agent, consultant Architect, Joint Venture member, Project Management Contractor or Arch service provider within the last 5 years.	4		
Record of Project/s undertaken with cumulative Value >R50 mil-=<R75mil as a principal agent, consultant Architect, Joint Venture member, Project Management Contractor or Arch service provider within the last 5 years.	3		
Record of Project/s undertaken with cumulative Value > R10mil -=<R50 mil as a principal agent, Architect, Joint Venture member, Project Management Contractor or Arch service provider within the last 5 years.	2		
Record of Project/s undertaken with cumulative Value between >R1mil- =<R10 mil as a principal agent, Architect, Joint Venture member, Project Management Contractor or Arch service provider within the last 5 years.	1		
No submission	0		
1.2 Experience Variety and Variability's of Infrastructure Type of Projects Relevant to the Scope of Works (contained in Paragraph 6.1 of Annexure C5 and also listed in 'comments' column)			
All 16 services offered of the Scope of Service	5	10%	Tenders to submit detail portfolio of projects demonstrating competency in the key areas of architecture and speciality as mentioned in the <u>scope of services listed below</u> . This will be assessed as a score of the standard services and specialist service areas mentioned. Involvement on building projects as per the architectural project stages - SACAP (Stage 1 to Stage 6) as follows: 1. Stage One : Inception 2. Stage Two : Concept and viability 3. Stage Three : Design Development 4. Stage Four (4.1) : Documentation and Procurement 5. Stage Four (4.2) : Construction drawings 6. Stage Five : Construction 7. Stage Six : Close out Specialised and additional Architectural Services include: 8. Rational Design and Green Star Design (Green Star rating of 4,5,6) 9. Urban Design 10. Assisting with Master planning and Spatial Planning 11. Interior design and selection of finishes, furnishings and fittings 12. Landscape Architect and Design 13. Purpose made items; Ergonomics, furniture and fittings 14. Heritage / Practitioner: Heritage Reports, submissions and the refurbishment of heritage buildings 15. Artistic Impressions, promotional material and 3 D experiences /walk through 16. Mentorship of candidates
12 to 15 services offered of the Scope of Service	4		
8 to 11 of the Scope of Services	3		
5 to 8 areas of the Scope of Services	2		
1 - 4 number less of the Scope of Services	1		
No submission	0		
1.3 The Professional Service Provider must demonstrate relevant experience in engineering design and project implementation within the last 5 years. Submission of references from Clients for Comparable Projects			
10 or more reference letters/forms submitted	5	5%	The service provider must attach letters of reference and/or contract and/or letter of appointment for similar engineering work and project implementation within the last 5 years. The letter MUST ALSO INCLUDE the company name, contact person and contact numbers.
7 to 9 reference letters/forms submitted	4		
4 to 6 reference letters/forms submitted	3		
2-3 reference letters/forms submitted	2		
1 reference letter/form submitted	1		
No Response	0		
1.4 The Professional Service Provider must demonstrate relevant experience in engineering design and project implementation within the last 5 years. Submission of references from Clients for Comparable Projects			
10 or more reference letters/forms with good reviews	5	5%	The service provider must attach letters of reference with formal written appraisal of the tender's performance on similar Engineering work/project implemented within the last 5 years The letter MUST ALSO INCLUDE the company name, contact person, contact numbers and official email address. If the letters don't explicitly appraise performance of the company/consultant in the project, the form in Annexure A15, completed by the client, shall be submitted for this item.
7 to 9 reference letters/forms with good reviews	4		
4 to 6 reference letters/forms with good reviews	3		
2 to 3 reference letters/forms with good reviews	2		
1 reference letters/forms with good reviews	1		
No Response	0		
2. PROJECT TEAM	Score	30%	
2.1 Professional Registration & Experience of Principal Engineer (20%)			
The Principal Architect must be professionally registered with SACAP; with 15 years or more post registration exp. in Architecture / , or greater than 20 years of arch experience.	5	20%	Tender to submitted certified copy of proof of SACAP registration and date of registration. All information must be certified by commissioner of oaths as a true copy All tenders to submit information detailing years of experience and areas of experience and areas of competency.
The Principal Architect must be professionally registered with SACAP; with more than 10 to 14 years post registration exp. in Architecture / or greater than 15 years of arch. work experience	4		
The Principal Architect must be professionally registered with SACAP with 6 to 9 years post registration experience in Architecture, or more than 10 years of arch experience	3		
The Principal Architect is professionally registered with SACAP with 3 to 5 years post registration experience in Architecture / or more than 5 years of arch work experience	2		
The Principal Architect is professionally registered with SACAP with 2 or less years of post registration exp. in Architecture	1		
No submission	0		
2.2. PROJECT TEAM - Registered Technical Staff	Score		
1 x Principal Architect; 1 x Architect (Pr. Arch), 2 x Technologist (Pr, Snr Arch tech), 3 x Technicians (Pr. Arch Tech), 1 Technician (Candidate Pr Arch/ tech) - as a minimum of 8 staff compliment	5	10%	All tenderers to submit detailed CV of each technical human resource with SACAP registration status; detailing years of experience and areas of competency. All information must be certified by commissioner of oaths as a true copy
1 x Principal Architect; 1 x Architect (Pr. Arch), 2 x Technologist (Pr, Snr Arch tech), 2 x Technicians (Pr. Arch Tech), 1 Technician (Candidate Pr Arch/ tech) - as a minimum of 7 staff compliment	4		
1 x Principal Architect; 1 x Architect (Pr. Arch), 1 x Technologist (Pr, Snr Arch tech), 2 x Technicians (Pr. Arch Tech), 1 Technician (Candidate Pr Arch/ tech) - as a minimum of 6 staff compliment	3		
1 x Principal Architect; 1 x Architect (Pr. Arch), 1 x Technologist (Pr, Snr Arch tech), 1 x Technicians (Pr. Arch Tech), 1 Technician (Candidate Pr Arch/ tech) - as a minimum of 4 or 5 staff compliment	2		
1 x Principal Architect; Technicians (Pr. Arch Tech), 1 Technician (Candidate Pr Arch/ tech) - as a minimum of 2 or 3 staff compliment	1		
No submission	0		
3 Quality Assurance and Execution Methology	Score	30%	
3.1 Present the Quality Control and Assurance Procedure in developing Architectural Designs :			
5 = Excellent Procedure (Covers all 7 items)	5	10%	1. Overview of Quality Plan and Policy specific to arch. stages of design 2. Typical Arch. Quality Manual and Control Plan. 3. The Office Standards and Procedures. 4. Index of procedures to be used during the contract. 5. Audit Schedule for internal and external audits during the architectural design, checks and reviews (scope, time, cost, deliverables, standard templates, etc). 6. Drawing Standards 7. Typical project filing index (for electronic and hardcopy files).
4 = Good Procedure (Covers 5-6 Items)	4		
3 = Satisfactory procedure (Covers 3-4 Items)	3		
2 = Poor Procedure (Covers 1 - 2 Items)	2		
1 = Information is insufficient and/or not related (Covers None of the items)	1		
0 = No submission	0		
3.2 Present the work methodology procedure in developing Architectural Designs and other relevant information.			
5 = Excellent Procedure (Covers all 6 items)	5	20%	The Service Provider must provide a detailed Arch. Work methodology procedure covering the below items: 1.Contract Details (Details of the nature of the architectural services that is to be undertaken) 2. Method of Work (A description of how the works are to be carried out in relation to the design stages, scope, drawing deliverables at each stage, building condition assessments, site conditions and site-specific hazards and considerations) 3. Risk Assessments (The inclusion of any risk assessments, project specific health and safety issues which will assist in the identification and management of task specific hazards) 4. Hardware, software and equipment (The inclusion of details regarding hardware, equipment and software available for the works) 5. Operative Competence (Skills available, including certification, accreditation and training) 6. Monitoring and review (Details of how the scope of the works will be monitored supervised and evaluated)
4 = Good Procedure (Covers 5 Items)	4		
3= Satisfactory procedure (Covers 4 Items)	3		
2 = Poor or unsatisfactory procedure (Covers 2-3 Items)	2		
1 = Information is insufficient and/or not related (Covers 1 of the items)	1		
No submission	0		
		100.0%	

TENDER NUMBER: TTNPA/2022/10/1253/14617/RFP					
FRAMEWORK OF ENGINEERING AND BUILT ENVIRONMENT SERVICES FOR A PERIOD OF 24 MONTHS				Annexure A6 CIVIL ENGINEERING	
Criteria Number	Criterion	Effective Weighting	Sub - Criterion	Scoring Criteria	Comments to Bidders
1	Professional Staff Compliment and Average Years of Technical Experience	30%			
1.1	Number of ECSA Registered Technical Engineering Staff Compliment	3%	Number of Industry Specialist (National & Internal Competency) Minium Qualification: MSc Eng, PrEng, C Eng	5 = equal or greater than 5, 4 = 4 Individuals, 3 = 3 Individuals, 2 = 2 Individuals, 1 = At least one Individual, 0 = No response	Tenderer to submit detailed copies of ECSA Certificates and Copies of Degrees and diplomas. All information must be certified by commissioner of oats as a true copy
		3%	Number of Professional Engineers: Minium Qualification: BScEng or BEng, PrEng	5 = equal or greater than 5, 4 = 4 Individuals, 3 = 3 Individuals, 2 = 2 Individuals, 1 = At least one Individual, 0 = No response	
		2%	Number of Professional Technologist: Minium Qualification: BTech, Pr Tech Eng	5 = equal or greater than 5, 4 = 4 Individuals, 3 = 3 Individuals, 2 = 2 Individuals, 1 = At least one Individual, 0 = No response	
		2%	Number of Professional Technicians: Minium Qualification: S4 N Diploma, Pr Techni Eng	5 = equal or greater than 5, 4 = 4 Individuals, 3 = 3 Individuals, 2 = 2 Individuals, 1 = At least one Individual, 0 = No response	
1.2	Average Years of experience per category of technical Staff	3%	Average Years of experience of Industry Specialist (National & Internal Competency) Minium Qualification: MSc Eng, PrEng, C Eng	5 = greater than 15 years, 4 = between 12 - 15 years, 3 = between 8 – less than 12 years, 2 = between 4 – less than 8 years, 1 = less than 4 years, 0 = No response	All tenderers to submitt detail experiential CV of each Technical Resource detailing years of experience and areas of competency and experience.
		3%	Average Years of experience of Professional Engineers: Minium Qualification: BScEng or BEng, PrEng	5 = greater than 15 years, 4 = between 12 - 15 years, 3 = between 8 – less than 12 years, 2 = between 4 – less than 8 years, 1 = less than 4 years, 0 = No response	
		3%	Average Years of experience of Professional Technologist: Minium Qualification: BTech, Pr Tech Eng	5 = greater than 15 years, 4 = between 12 - 15 years, 3 = between 8 – less than 12 years, 2 = between 4 – less than 8 years, 1 = less than 4 years, 0 = No response	
		3%	Average Years of experience of Professional Technicians: Minium Qualification: S4 N Diploma, Pr Techni Eng	5 = greater than 15 years, 4 = between 12 - 15 years, 3 = between 8 – less than 12 years, 2 = between 4 – less than 8 years, 1 = less than 4 years, 0 = No response	
1.3	Number of unregistered Technical Engineering Staff Compliment (In Training)	2%	Number of Engineers (BSc Eng,BEng and above)	5 = equal or greater than 5, 4 = 4 Individuals, 3 = 3 Individuals, 2 = 2 Individuals, 1 = At least one Individual, 0 = No response	All tenderers to submitt detail experiential CV of each Technical Resource detailing years of experience and areas of competency and experience.
		2%	Number of Technologist (BTech)	5 = equal or greater than 5, 4 = 4 Individuals, 3 = 3 Individuals, 2 = 2 Individuals, 1 = At least one Individual, 0 = No response	
		2%	Number of Technicians (S4 N diploma)	5 = equal or greater than 5, 4 = 4 Individuals, 3 = 3 Individuals, 2 = 2 Individuals, 1 = At least one Individual, 0 = No response	
		2%	Number of Draught persons	5 = equal or greater than 5, 4 = 4 Individuals, 3 = 3 Individuals, 2 = 2 Individuals, 1 = At least one Individual, 0 = No response	
2	Competency and Experience of Company over past 5 Years	45%			
2.1	Value of Projects undertaken in the Past 5 Years	10%	Average Value of Projects undertaken in the Past 5 Years	5 = Average Project Value ,equal or greater than 250 Million 4 = Average Project Value, equal or greater than 100 Million; but less than 250 Million 3 = Average Project Value equal or greater than 50 Million; but less than 100 Million 2 - Average Project Value, equal or greater than 10; but less than 50 Million 1 = Average Project Value less than 10 Million 0 = No Response	All tenderers to submit detail portfolio of projects detailing the value of project and the associated professional fee. Portfolio of evidence to include; (1) Project Description; (2) Employing Entity; (3) Project Start & End Date, (4) Value of the Contract; (5) Scope of Eng. Services; (6) Value of Eng. Consulting Fees; (7) Total Project Value; (8) Employer Contact Person and Contact Details (i.e. including company landline telephone number and official/company email address). The form in Annexure A14 shall be used for this item.
2.2	Experience Variety and Variability of Infrastructure Types of Projects as in the Scope of Service:	25%	a) Specialist advice on (Scope of Service List): Roads and Highways (including stormwater) Rail Engineering Pavement and Materials Engineering Engineering Hydrology Hydraulics Engineering Solid Waste Management Water and Wastewater Infrastructure (Domestic and Industrial) Bulk Water (Reservoirs, Pump Station) Bulk Sewer (Rising Mains, Pump Stations) Bulk Earthworks Port Engineering Coastal Engineering	5 = Excellent (Covers 12 or more services) 4 = Good (Covers 9 - 11 services) 3 = Satisfactory (Covers 6 - 8 services) 2 = Poor (Covers 3 - 5 services) 1 = Information is insufficient and/or not related (Covers 1 - 2 services) 0 = No response or covers None of the listed services	Tenders to submit detail portfolio of projects demonstrating competency in the Key area of speciality as mentioned in the scope of service list. This will be assessed as a number of services counted as per the key area/s mentioned.
2.3	References from Clients of Competed Projects - Quantitative	5%	Written References to be submitted from clients of previously completed projects	5 = 10 or more reference letters and/or contracts and/or letters of appointment submitted 4 = 7 to 9 reference letters and/or contracts and/or letters of appointment submitted 3 = 5 to 6 reference letters and/or contracts and/or letters of appointment submitted 2 = 3 to 4 reference letters and/or contracts and/or letters of appointment submitted 1 = 1 to 2 reference letters and/or contracts and/or letters of appointment submitted 0 = No response	The service provider must attach letters of reference and/or contract and/or letter of appointment for similar engineering work and project implementation within the last 5 years. The letter MUST ALSO INCLUDE the company name, contact person and contact numbers and official email address.
2.4	References from Clients of Competed Projects - Qualitative	5%	Written References to be submitted from clients of previously completed projects	5 = 10 or more reference letters and/or contracts and/or letters of appointment with good reviews 4 = 7 to 9 reference letters and/or contracts and/or letters of appointment with good reviews 3 = 5 to 6 reference letters and/or contracts and/or letters of appointment with good reviews 2 = 3 to 4 reference letters and/or contracts and/or letters of appointment with good reviews 1 = 1 to 2 reference letters and/or contracts and/or letters of appointment with good reviews 0 = No response	The service provider must attach letters of reference with formal written appraisal of the tender's performance on similar Engineering work/project implemented within the last 5 years The letter MUST ALSO INCLUDE the company name, contact person, contact numbers and official email address. If the letters don't explicitly appraise performance of the company/consultant in the project, the form in Annexure A15, completed by the client, shall be submitted for this item.

3	Computer Hardware & Software	10%			
3.1	Design Modelling Software Licences		Ownership and Designers are Competent using Autodesk or a compatible alternative	5 = Excellent (Covers all 5 items) 4 = Good (Covers 4 items) 3 = Satisfactory (Covers 3 items) 2 = Poor (Covers 2 items) 1 = Information is insufficient and/or not related (or covers only 1 item) 0 = No response (or does NOT cover any item)	The tenderers must also demonstrate: 1) ownership, 2) number of licences of the relevant package and, 3) the competency levels of the designers using the relevant package.
			Ownership and Designers are Competent using Bentley or a compatible alternative		
			Ownership and Designers are Competent using Rubicon or a compatible alternative		
			Ownership and Designers are Competent using Civil Designer or a compatible alternative		
			Ownership and Designers are Competent using Model Maker and Road Maker or a compatible alternative		
4	Quality Assurance and Execution Methology	15%			
4.1	Present The Quality Control and Assurance Procedure in developing Engineering Designs and other relevant information	5%	Quality Control and Assurance Procedure	5 = Excellent Procedure (Covers all 7 items) 4 = Good Procedure (Covers 5 - 6 items) 3 = Satisfactory Procedure (Covers 3 - 4 items) 2 = Poor Procedure (Covers 1 - 2 items) 1 = Information is insufficient and/or not related (Covers None of the items) 0 = No response	The tenderer must submit a detail Quality control and assurance procedure for the preparation of design and engineering information. 1. Overview of Quality Plan and Policy specific to arch. stages of design 2. Typical Civil Quality Manual and Control Plan. 3. The Office Standards and Procedures. 4. Index of procedures to be used during the contract. 5. Audit Schedule for internal and external audits during the Civil Engineering design, checks and reviews (scope, time, cost, deliverables, standard templates, etc). 6. Drawing Standards 7. Typical project filing index (for electronic and hardcopy files)
4.2	Present The Work Methology Procedure in developing Engineering Designs and other relevant information	10%	Work Methodology	5 = Excellent Procedure (Covers all 6 items) 4 = Good Procedure (Covers 4 - 5 items) 3 = Satisfactory Procedure (Covers 3 items) 2 = Poor Procedure (Covers 1 - 2 items) 1 = Information is insufficient and/or not related (Covers None of the items) 0 = No response	The tenderer must submit a detail Work methodology for the resourcing and execution of the technical work. The Service Provider must provide a detailed Civil Engineering Work methodology procedure covering the below items: 1. Contract Details - Details of the nature of the Civil Engineering services that is to be undertaken 2. Method of Work - A description of how the works are to be carried out in relation to the design stages, scope, drawing deliverables at each stage, condition assessments, site conditions and site-specific hazards and considerations 3. Risk Assessments - The inclusion of any risk assessments, project specific health and safety issues which will assist in the identification and management of task specific hazards 4. Hardware, software and equipment - The inclusion of details regarding hardware, equipment and software available for the works 5. Operative Competence - Skills available, including certification, accreditation and training 6. Monitoring and review - Details of how the scope of the works will be monitored supervised and evaluated
Total		100%	Tender Score		

TENDER NUMBER: TTNPA/2022/10/1253/14617/RFP				Annexure A7 STRUCTURAL ENGINEERING	
FRAMEWORK OF ENGINEERING AND BUILT ENVIRONMENT SERVICES FOR A PERIOD OF 24 MONTHS					
Criteria Number	Criterion	Sub - Criterion	Weighting	Scoring Criteria	Comments
1	Professional Staff Compliment and Average Years of Technical Experience		30%		
1.1	Quantity of ECSA Registered Technical Engineering Staff Compliment	Number of Industry Specialist (National & Internal Competency) Minium Qualification: MSc Eng, PrEng, C Eng	4%	5 = equal or greater than 5 4 = 4 Individuals 3 = 3 Individuals 2 = 2 Individuals 1 = At least one Individual 0 = No response	Tender to submit detailed copies of ECSA Certificates and Copies of Degrees and diplomas. All information must be certified by commissioner of oats as a true copy
		Number of Professional Engineers: Minium Qualification: BScEng or BEng, PrEng	3%	5 = equal or greater than 5 4 = 4 Individuals 3 = 3 Individuals 2 = 2 Individuals 1 = At least one Individual 0 = No response	
		Number of Professional Technologist: Minium Qualification: BTech, Pr Tech Eng	2%	5 = equal or greater than 5 4 = 4 Individuals 3 = 3 Individuals 2 = 2 Individuals 1 = At least one Individual 0 = No response	
		Number of Professional Technicians: Minium Qualification: S4 N Diploma, Pr Techni Eng	1%	5 = equal or greater than 5 4 = 4 Individuals 3 = 3 Individuals 2 = 2 Individuals 1 = At least one Individual 0 = No response	
1.2	Average Years of experience per category of technical Staff	Average Years of experience of Industry Specialist (National & Internal Competency) Minium Qualification: MSc Eng, PrEng, C Eng	3%	5 = greater than 15 years average experience 4 = between 11 - 15 years average 3 = between 8 - 10 years average 2 = between 5 - 7 years average 1 = less than 5 years average experience 0 = No response	All tenders to submit detail experiential CV of each Technical Resource detailing years of experience and areas of competency and experience.
		Average Years of experience of Professional Engineers: Minium Qualification: BScEng or BEng, PrEng	3%	5 = greater than 15 years average experience 4 = between 11 - 15 years average 3 = between 8 - 10 years average 2 = between 5 - 7 years average 1 = less than 5 years average experience 0 = No response	
		Average Years of experience of Professional Technologist: Minium Qualification: BTech, Pr Tech Eng	3%	5 = greater than 15 years average experience 4 = between 11 - 15 years average 3 = between 8 - 10 years average 2 = between 5 - 7 years average 1 = less than 5 years average experience 0 = No response	
		Average Years of experience of Professional Technicians: Minium Qualification: S4 N Diploma, Pr Techni Eng	3%	5 = greater than 15 years average experience 4 = between 11 - 15 years average 3 = between 8 - 10 years average 2 = between 5 - 7 years average 1 = less than 5 years average experience 0 = No response	
1.3	Quantity of unregistered Technical Engineering Staff Compliment (In Training)	Number of Engineers (BSc Eng,BEng and above)	2%	5 = equal or greater than 5 4 = 4 Individuals 3 = 3 Individuals 2 = 2 Individuals 1 = At least one Individual 0 = No response	All tenders to submit detail experiential CV of each Technical Resource detailing years of experience and areas of competency and experience.
		Number of Technologist (BTech)	2%	5 = equal or greater than 5 4 = 4 Individuals 3 = 3 Individuals 2 = 2 Individuals 1 = At least one Individual 0 = No response	
		Number of Technicians (S4 N diploma)	2%	5 = equal or greater than 5 4 = 4 Individuals 3 = 3 Individuals 2 = 2 Individuals 1 = At least one Individual 0 = No response	
		Number of Draught persons	2%	5 = equal or greater than 5 4 = 4 Individuals 3 = 3 Individuals 2 = 2 Individuals 1 = At least one Individual 0 = No response	
2	Competency and Experience of Company over past 5 Years		45%		
2.1	Value of Projects undertaken in the Past 5 Years	Average Value of Projects undertaken in the Past 5 Years	10%	5 = Average Project Value, equal or greater than 250 Million 4 = Average Project Value, equal or greater than 100 Million; but less than 250 Million 3 = Average Project Value equal or greater than 50 Million; but less than 100 Million 2 - Average Project Value, equal or greater than 10; but less than 50 Million 1 = Average Project Value less than 10 Million 0 = No Response	All tenders are required to demonstrate their experience in the delivery of similar works stated in the Scope of Services, and to this end shall supply detail of the value of similar works contracts awarded to it in the past 5 years. Portfolio of evidence to include; (1) Project Description; (2) Employing Entity; (3) Project Start & End Date; (4) Value of the Contract; (5) Scope of Civil Engineering Services; (6) Value of Civil Engineering Consulting Fees; (7) Employer Contact Person and Contact Details (i.e. including company landline telephone number and official/company email address). The form in Annexure A14 shall be used for this item.

2.2	Experience Variety and Variability of Infrastructure Types of Projects as in the Scope of Service:	a) Specialist advice on (Scope of Service List): Mess and ablation facilities Multi-storey Administration facilities Multi-storey car parks Substations Postensioned and prestressed structures Concrete Framed Structures Subsurface structures (viz Containments tanks, Manholes, electrical pits, culverts, etc.) Both light and heavy structural steelwork Crane beams and girders Supporting structures for mechanical conveyor systems Specialised entrance facilities within the port environment Bridge and walkway Structures Timber structures Steel structures Terminal pavement Subsurface, pipelining and foundation Green engineering High mast lighting structures Non destructive testing Finite element analysis and tank structures	25%	5 = 100% of Scope of Services 4 = 80-99% of Scope of Services 3 = 60-79% of Scope of Services 2 = 31-59% Scope of Services 1 = 30% or Less Scope of Services 0 = No response	Tenders to submit detail portfolio of projects demonstrating competency in the key area of speciality as mentioned in the scope of service list. This will be assessed as a percentage of the key area mentioned.
2.3	References from Clients of Competed Projects - <u>Qualitative</u>	Written References to be submitted from clients of previously completed projects	5%	5 = 10 or more reference letters and/or contracts and/or letters of appointment submitted 4 = 7 to 9 reference letters and/or contracts and/or letters of appointment submitted 3 = 5 to 6 reference letters and/or contracts and/or letters of appointment submitted 2 = 3 to 4 reference letters and/or contracts and/or letters of appointment submitted 1 = 1 to 2 reference letters and/or contracts and/or letters of appointment submitted 0 = No response	The service provider must attach letters of reference and/or contract and/or letter of appointment for similar engineering work and project implementation within the last 5 years. The letter MUST ALSO INCLUDE the company name, contact person and contact numbers and email address.
2.4	References from Clients of Competed Projects - <u>Qualitative</u>	Written References to be submitted from clients of previously completed projects	5%	5 = 10 or more reference letters and/or contracts and/or letters of appointment with good reviews 4 = 7 to 9 reference letters and/or contracts and/or letters of appointment with good reviews 3 = 5 to 6 reference letters and/or contracts and/or letters of appointment with good reviews 2 = 3 to 4 reference letters and/or contracts and/or letters of appointment with good reviews 1 = 1 to 2 reference letters and/or contracts and/or letters of appointment with good reviews 0 = No response	The service provider must attach letters of reference with formal written appraisal of the tender's performance on similar Engineering work/project implemented within the last 5 years The letter MUST ALSO INCLUDE the company name, contact person, contact numbers and official email address. If the letters don't explicitly appraise performance of the company/consultant in the project, the form in Annexure A15, completed by the client, shall be submitted for this item.
3	Computer Hardware & Software		10%		
3.1	CAD Platforms and Design Modelling Software Licence	Ownership and Designers are Competent using Bentley (Mircostation/ProStructures) or a compatible alternative Ownership and Designers are Competent using Autodesk (Revit & AutoCad) or a compatible alternative Ownership and Designers are Competent using Autodesk Robot or a compatible alternative Ownership and Designers are Competent using Prokon or a compatible alternative Ownership and Designers are Competent using STAAD.PRO or a compatible alternative	2% 2% 2% 2% 2%	5 = Excellent (Covers all 5 items) 4 = Good (Covers 4 items) 3 = Satisfactory (Covers 3 items) 2 = Poor (Covers 2 items) 1 = Information is insufficient and/or not related (or covers only 1 item) 0 = No response (or does NOT cover any item)	The tenderers must also demonstrate: 1) ownership, 2) number of licences of the relevant package and, 3) the competency levels of the designers using the relevant package.
4	Quality Assurance and Execution Methology		15%		
4.1	Present The Quality Control and Assurance Procedure in developing Engineering Designs and other relevant information	Quality Control and Assurance Procedure	5%	5 = Excellent Procedure (Covers all 7 items) 4 = Good Procedure (Covers 5 - 6 items) 3 = Satisfactory Procedure (Covers 3 - 4 items) 2 = Poor Procedure (Covers 1 - 2 items) 1 = Information is insufficient and/or not related (Covers None of the items) 0 = No response	The tender must submit a detailed Quality control and assurance procedure for the preparation of design and engineering information. 1. Overview of Quality Plan and Policy specific to engineering stages of design 2. Typical Structural Quality Manual and Control Plan. 3. The Office Standards and Procedures. 4. Index of procedures to be used during the contract. 5. Audit Schedule for internal and external audits during the Structural Engineering design, checks and reviews (scope, time, cost, deliverables, standard templates, etc). 6. Drawing Standards 7. Typical project filing index (for electronic and hardcopy files)
4.2	Present TheWork Methology Procedure in developing Engineering Designs and other relevant information	Work Methodology	10%	5 = Excellent Procedure (Covers all 6 items) 4 = Good Procedure (Covers 4 - 5 items) 3 = Satisfactory Procedure (Covers 3 items) 2 = Poor Procedure (Covers 1 - 2 items) 1 = Information is insufficient and/or not related (Covers None of the items) 0 = No response	The tender must submit a detail Work methodology for the resourcing and execution of the technical work. The Service Provider must provide a detailed Structural Engineering Work methodology procedure covering the below items: 1. Contract Details - Details of the nature of the Structural Engineering services that is to be undertaken. 2. Method of Work - A description of how the works are to be carried out in relation to the design stages, scope, drawing deliverables at each stage, condition assessments, site conditions and site-specific hazards and considerations. 3. Risk Assessments - The inclusion of any risk assessments, project specific health and safety issues which will assist in the identification and management of task specific hazards. 4. Hardware, software and equipment - The inclusion of details regarding hardware, equipment and software available for the works. 5. Operative Competence - Skills available, including certification, accreditation and training. 6. Monitoring and review - Details of how the scope of the works will be monitored supervised and evaluated.
Total		Tender Score	100%		

TENDER NUMBER: TTNPA/2022/10/1253/14617/RFP					
FRAMEWORK OF ENGINEERING AND BUILT ENVIRONMENT SERVICES FOR A PERIOD OF 24 MONTHS			Annexure A8 GEOTECHNICAL		
Criteria Number	Criterion	Effective Weighting	Sub - Criterion	Scoring Criteria	Comments to Bidders
1	Professional Staff Compliment and Average Years of Technical Experience	30%			
1.1	Number of ECSA Registered Technical Engineering Staff Compliment	3%	Number of Industry Specialist (National & Internal Competency) Minium Qualification: MSc Eng, PrEng, C Eng	5 = equal or greater than 5, 4 = 4 Individuals, 3 = 3 Individuals, 2 = 2 Individuals, 1 = At least one Individual, 0 = No response	tenderer to submitted detailed copies of ECSA Certificates and Copies of Degrees and diplomas. All information must be certified by commissioner of oats as a true copy
		3%	Number of Professional Engineers: Minium Qualification: BScEng or BEng, PrEng	5 = equal or greater than 5, 4 = 4 Individuals, 3 = 3 Individuals, 2 = 2 Individuals, 1 = At least one Individual, 0 = No response	
		2%	Number of Professional Technologist: Minium Qualification: BTech, Pr Tech Eng	5 = equal or greater than 5, 4 = 4 Individuals, 3 = 3 Individuals, 2 = 2 Individuals, 1 = At least one Individual, 0 = No response	
		2%	Number of Professional Technicians: Minium Qualification: S4 N Diploma, Pr Techni Eng	5 = equal or greater than 5, 4 = 4 Individuals, 3 = 3 Individuals, 2 = 2 Individuals, 1 = At least one Individual, 0 = No response	
1.2	Average Years of experience per category of technical Staff	3%	Average Years of experience of Industry Specialist (National & Internal Competency) Minium Qualification: MSc Eng, PrEng, C Eng	5 = greater than 15 years, 4 = between 12 - 15 years, 3 = between 8 – less than 12 years, 2 = between 4 – less than 8 years, 1 = less than 4 years, 0 = No response	All tenderers to submitt detail experiential CV of each Technical Resource detailing years of experience and areas of competency and experience.
		3%	Average Years of experience of Professional Engineers: Minium Qualification: BScEng or BEng, PrEng	5 = greater than 15 years, 4 = between 12 - 15 years, 3 = between 8 – less than 12 years, 2 = between 4 – less than 8 years, 1 = less than 4 years, 0 = No response	
		3%	Average Years of experience of Professional Technologist: Minium Qualification: BTech, Pr Tech Eng	5 = greater than 15 years, 4 = between 12 - 15 years, 3 = between 8 – less than 12 years, 2 = between 4 – less than 8 years, 1 = less than 4 years, 0 = No response	
		3%	Average Years of experience of Professional Technicians: Minium Qualification: S4 N Diploma, Pr Techni Eng	5 = greater than 15 years, 4 = between 12 - 15 years, 3 = between 8 – less than 12 years, 2 = between 4 – less than 8 years, 1 = less than 4 years, 0 = No response	
1.3	Number of unregistered Technical Engineering Staff Compliment (In Training)	2%	Number of Engineers (BSc Eng,BEng and above)	5 = equal or greater than 5, 4 = 4 Individuals, 3 = 3 Individuals, 2 = 2 Individuals, 1 = At least one Individual, 0 = No response	All tenderers to submitt detail experiential CV of each Technical Resource detailing years of experience and areas of competency and experience.
		2%	Number of Technologist (BTech)	5 = equal or greater than 5, 4 = 4 Individuals, 3 = 3 Individuals, 2 = 2 Individuals, 1 = At least one Individual, 0 = No response	
		2%	Number of Technicians (S4 N diploma)	5 = equal or greater than 5, 4 = 4 Individuals, 3 = 3 Individuals, 2 = 2 Individuals, 1 = At least one Individual, 0 = No response	
		2%	Number of Draught persons	5 = equal or greater than 5, 4 = 4 Individuals, 3 = 3 Individuals, 2 = 2 Individuals, 1 = At least one Individual, 0 = No response	
2	Competency and Experience of Company over past 5 Years	45%			
2.1	Value of Projects undertaken in the Past 5 Years	10%	Average Value of Projects undertaken in the Past 5 Years	5 = Average Project Value, equal or greater than 250 Million 4 = Average Project Value, equal or greater than 100 Million; but less than 250 Million 3 = Average Project Value equal or greater than 50 Million; but less than 100 Million 2 = Average Project Value, equal or greater than 10; but less than 50 Million 1 = Average Project Value less than 10 Million 0 = No Response	All tenderers to submit detail portfolio of projects detailing the value of project and the associated professional fee.Portfolio of evidence to include; (1) Project Description; (2) Employing Entity; (3) Project Start & End Date, (4) Value of the Contract; (5) Scope of Eng. Services; (6) Value of Eng. Consulting Fees; (7) Employer Contact Person and Contact Details (i.e. including company landline telephone number and official/company email address). The form in Annexure A14 shall be used for this item.
2.2	Experience Variety and Variability of Infrastructure Types of Projects as in the Scope of Service:	25%	a) Specialist advice on(Scope of Service List): i) the behaviour of earth materials; ii) the determination of the physical / mechanical and chemical properties of subsurface conditions and materials that are relevant to the project; iii) the risks posed by site conditions to humans, property and the environment, and iv) the design of earthworks and foundations for structures; a) the site monitoring of conditions, earthwork and foundation construction; b) geotechnical investigations and design including: i) bearing capacity and settlement analysis; ii) soil and rock slope stability assessments; iii) design of piles and pile groups; iv) excavations; and v) dewatering. vi) geophysical investigations a) plan and perform detail geotechnical site investigations for landbased and waterbased (marine) according to SAICE Code of Practice or other relevant requirements as specified by Transnet b) make use of service providers to undertake the necessary drilling, testing, sampling, excavation and backfilling, and reinstatement of the site, and geophysicists. c) The geotechnical site investigations shall comprise the evaluation of the geotechnical character of a site anywhere in South Africa in the context of existing or proposed works or land usage, which may include one or more of the following: i) evaluation of the geology and hydrogeology of the site; ii) examination of existing geotechnical information pertaining to the site; iii) systematic description of the soil and rock profiles; iv) determining the depth of any fill that might be present; v) in-situ assessment of geotechnical properties of materials; vi) recovery of samples of soil or rock for examination, identification, recording, testing or display; vii) testing of soil or rock samples to quantify properties relevant to the purpose of the investigation; viii) evaluation of geotechnical properties of tested soils; and ix) submission of factual and interpretative reports.	5 = Excellent (Covers 15 or more services) 4 = Good (Covers 10 - 14 services) 3 = Satisfactory (Covers 5 - 9 services) 2 = Poor (Covers 1 - 4 services) 1 = Information is insufficient and/or not related (Covers None of the listed services) 0 = No response	Tenders to submit detail portfolio of projects demonstrating competency in the Key area of speciality as mentioned in the scope of service list. This will be assessed as a number of services counted as per the key area/s mentioned.
2.3	References from Clients of Competed Projects - Quantitative	5%	Written References to be submitted from clients of previously completed projects	5 = 10 or more reference letters and/or contracts and/or letters of appointment submitted 4 = 7 to 9 reference letters and/or contracts and/or letters of appointment submitted 3 = 5 to 6 reference letters and/or contracts and/or letters of appointment submitted 2 = 3 to 4 reference letters and/or contracts and/or letters of appointment submitted 1 = 1 to 2 reference letters and/or contracts and/or letters of appointment submitted 0 = No response	The service provider must attach letters of reference and/or contract and/or letter of appointment for similar engineering work and project implementation within the last 5 years. The letter MUST ALSO INCLUDE the company name, contact person and contact numbers and official email address.
2.4	References from Clients of Competed Projects - Qualitative	5%	Written References to be submitted from clients of previously completed projects	5 = 10 or more reference letters and/or contracts and/or letters of appointment with good reviews 4 = 7 to 9 reference letters and/or contracts and/or letters of appointment with good reviews 3 = 5 to 6 reference letters and/or contracts and/or letters of appointment with good reviews 2 = 3 to 4 reference letters and/or contracts and/or letters of appointment with good reviews 1 = 1 to 2 reference letters and/or contracts and/or letters of appointment with good reviews 0 = No response	The service provider must attach letters of reference with formal written appraisal of the tender's performance on similar Engineering work/project implemented within the last 5 years The letter MUST ALSO INCLUDE the company name, contact person, contact numbers and official email address. If the letters don't explicitly appraise performance of the company/consultant in the project, the form in Annexure A15, completed by the client, shall be submitted for this item.

3	Computer Hardware & Software	10%			
3.1	CAD Platforms	2%	Ownership and Designers are Competent using Bentley	5 = Excellent (Covers all 5 items) 4 = Good (Covers 4 items) 3 = Satisfactory (Covers 3 items) 2 = Poor (Covers 2 items) 1 = Information is insufficient and/or not related (or covers only 1 item) 0 = No response (or does NOT cover any item)	The tenders must demonstrate the number of licences of the relevant package and the competency levels of the designers using the relevant package.
		2%	Ownership and Designers are Competent using Autodesk		
3.2	Design Modelling Software Licences	2%	Ownership and Designers are Competent using Pokon slope suite or a compatible alternative		
		2%	Ownership and Designers are Competent using Rubicon Toolbox or similar or a compatible alternative		
		2%	Ownership and Designers are Competent using Rock or DotPlot or a compatible alternative		
4	Quality Assurance and Execution Methology	15%			
4.1	Present The Quality Control and Assurance Procedure in developing Engineering Designs and other relevant information	5%	Quality Control and Assurance Procedure	5 = Excellent Procedure (Covers all 7 items) 4 = Good Procedure (Covers 5 - 6 items) 3 = Satisfactory Procedure (Covers 3 - 4 items) 2 = Poor Procedure (Covers 1 - 2 items) 1 = Information is insufficient and/or not related (Covers None of the items) 0 = No response	The tenderer must submit a detail Quality control and assurance procedure for the preparation of design and engineering information. 1. Overview of Quality Plan and Policy specific to arch. stages of design 2. Typical Civil Quality Manual and Control Plan. 3. The Office Standards and Procedures. 4. Index of procedures to be used during the contract. 5. Audit Schedule for internal and external audits during the Civil Engineering design, checks and reviews (scope, time, cost, deliverables, standard templates, etc). 6. Drawing Standards (7) Total Project Value; (8) Typical project filing index (for electronic and hardcopy files
4.2	Present TheWork Methology Procedure in developing Engineering Designs and other relevant information	10%	Work Methodology	5 = Excellent Procedure (Covers all 6 items) 4 = Good Procedure (Covers 4 - 5 items) 3 = Satisfactory Procedure (Covers 3 items) 2 = Poor Procedure (Covers 1 - 2 items) 1 = Information is insufficient and/or not related (Covers None of the items) 0 = No response	The tenderer must submit a detail Work methodology for the resourcing and execution of the technical work. The Service Provider must provide a detailed Civil Engineering Work methodology procedure covering the below items: 1. Contract Details - Details of the nature of the Civil Engineering services that is to be undertaken 2. Method of Work - A description of how the works are to be carried out in relation to the design stages, scope, drawing deliverables at each stage, condition assessments, site conditions and site-specific hazards and considerations 3. Risk Assessments - The inclusion of any risk assessments, project specific health and safety issues which will assist in the identification and management of task specific hazards 4. Hardware, software and equipment - The inclusion of details regarding hardware, equipment and software available for the works 5. Operative Competence - Skills available, including certification, accreditation and training 6. Monitoring and review - Details of how the scope of the works will be monitored supervised and evaluated
Total		100%	Tender Score		

TENDER NUMBER: TNPA/2022/10/1253/14617/RFP					
FRAMEWORK OF ENGINEERING AND BUILT ENVIRONMENT SERVICES FOR A PERIOD OF 24 MONTHS			Annexure A9 TOPOGRAPHIC SURVEY		
Criteria Number	Criterion	Effective Weighting	Sub - Criterion	Scoring Criteria	Comments to Bidders
1	Professional Staff Compliment and Average Years of Technical Experience	30%			
1.1	Number of SAGC Registered Technical Engineering Staff Compliment	3%	Number of Industry Specialist (National & Internal Competency) Minium Qualification: MSc Geomatics/MSc Geoinformatics/MSc Land Surveying, Geomatics Professional	5 = equal or greater than 5, 4 = 4 Individuals, 3 = 3 Individuals, 2 = 2 Individuals, 1 = At least one Individual, 0 = No response	Tender to submitted detailed copies of SAGC Certificates and Copies of Degrees and diplomas. All information must be certified by commissioner of oats as a true copy
		3%	Number of Professionals: Minium Qualification: BSc Geomatics/ BSc Geoinformatics/BSc Land Surveying, Geomatics Professional	5 = equal or greater than 5, 4 = 4 Individuals, 3 = 3 Individuals, 2 = 2 Individuals, 1 = At least one Individual, 0 = No response	
		2%	Number of Professional Technologists: Minium Qualification: BTech Surveying/Btech Cartography, Geomatics Technologist	5 = equal or greater than 5, 4 = 4 Individuals, 3 = 3 Individuals, 2 = 2 Individuals, 1 = At least one Individual, 0 = No response	
		2%	Number of Professional Technicians: Minium Qualification: ND: Surveying/ND: Cartography (GISc), Geomatics Technician	5 = equal or greater than 5, 4 = 4 Individuals, 3 = 3 Individuals, 2 = 2 Individuals, 1 = At least one Individual, 0 = No response	
1.2	Average Years of experience per category of technical Staff	3%	Average Years of experience of Industry Specialist (National & Internal Competency) Minium Qualification: MSc Geomatics/MSc Geoinformatics/MSc Land Surveying, Geomatics Professional	5 = greater than 15 years, 4 = between 12 - 15 years, 3 = between 8 – less than 12 years, 2 = between 4 – less than 8 years, 1 = less than 4 years, 0 = No response	All tenders to submitt detail experiential CV of each Technical Resource detailing years of experience and areas of competency and experience.
		3%	Average Years of experience of Professionals: Minium Qualification: BSc Geomatics/ BSc Geoinformatics/BSc Land Surveying, Geomatics Professional	5 = greater than 15 years, 4 = between 12 - 15 years, 3 = between 8 – less than 12 years, 2 = between 4 – less than 8 years, 1 = less than 4 years, 0 = No response	
		3%	Average Years of experience of Professional Technologists: Minium Qualification: BTech Surveying/Btech Cartography, Geomatics Technologists	5 = greater than 15 years, 4 = between 12 - 15 years, 3 = between 8 – less than 12 years, 2 = between 4 – less than 8 years, 1 = less than 4 years, 0 = No response	
		3%	Average Years of experience of Professional Technicians: Minium Qualification: ND: Surveying/ND: Cartography (GISc), Geomatics Technician	5 = greater than 15 years, 4 = between 12 - 15 years, 3 = between 8 – less than 12 years, 2 = between 4 – less than 8 years, 1 = less than 4 years, 0 = No response	
1.3	Quantity of unregistered Technical Engineering Staff Compliment (In Training)	2%	Number of Professionals (BSc Geomatics/ BSc Geoinformatics/BSc Land Surveying and above)	5 = equal or greater than 5, 4 = 4 Individuals, 3 = 3 Individuals, 2 = 2 Individuals, 1 = At least one Individual, 0 = No response	All tenders to submitt detail experiential CV of each Technical Resource detailing years of experience and areas of competency and experience.
		2%	Number of Technologists (BTech Surveying/Btech Cartography)	5 = equal or greater than 5, 4 = 4 Individuals, 3 = 3 Individuals, 2 = 2 Individuals, 1 = At least one Individual, 0 = No response	
		2%	Number of Technicians (ND: Surveying/ND: Cartography (GISc))	5 = equal or greater than 5, 4 = 4 Individuals, 3 = 3 Individuals, 2 = 2 Individuals, 1 = At least one Individual, 0 = No response	
		2%	Number of Draught persons	5 = equal or greater than 5, 4 = 4 Individuals, 3 = 3 Individuals, 2 = 2 Individuals, 1 = At least one Individual, 0 = No response	
2	Competency and Experience of Company over past 5 Years	45%			
2.1	Value of Projects undertaken in the Past 5 Years	10%	Average Value of Projects undertaken in the Past 5 Years	5 = Average Project Value, equal or greater than 250 Million 4 = Average Project Value, equal or greater than 100 Million; but less than 250 Million 3 = Average Project Value equal or greater than 50 Million; but less than 100 Million 2 = Average Project Value, equal or greater than 10; but less than 50 Million 1 = Average Project Value less than 10 Million 0 = No Response	All tenders to submit detail portfolio of projects detailing the value of project and the associated professional fee. Portfolio of evidence to include; (1) Project Description; (2) Employing Entity; (3) Project Start & End Date, (4) Value of the Contract; (5) Scope of Eng. Services; (6) Value of Eng. Consulting Fees; (7) Total Project Value; (8) Employer Contact Person and Contact Details (i.e. including company landline telephone number and official/company email address). The form in Annexure A14 ('Portfolio and List of Projects undertaken') attached should be used per discipline.
2.2	Experience Variety and Variability of Infrastructure Types of Projects as in the Scope of Service:	25%	Scope of Services List Railway related infrastructure - Track centreline positions at 10m intervals. - Turnouts (centre line of track) at SRJ, ETO, and ES, as well as the centreline of the C/M. (The Consultant will be furnished with a drawing indicating the method to determine these points on site, if they are not clearly visible.) - All grade posts adjacent to the track, also recording the markings on it reflecting the grade in both directions - All kilometre posts, also recording the markings on it reflecting the distances. - All curve data markers placed along the track, also recording the markings on it showing the beginning and end of transition and circular curves. - All curve radii are to be represented as curves and not cords. Note the beginning of the curve, end of curve and radii of curves needs to be indicated on the survey. - Centreline of All OHTE masts (when there are such masts) with the level on the ground, as well as any other equipment on the ground, also recording the markings / numbering on it - Ditto for all signal masts and electrical boxes, also recording the markings/numbering on it - Top and bottom of Ballast on each track. Telephones, power lines and electrification - Position of high mast light poles - Routing of electrical cables for high mast light poles - Manholes – both cover and invert levels and recording the type of manhole - Telephone poles and routes - Power poles and routes - Network cable routes - Transmission lines - Location and position of existing CCTV cameras - Surface cables and cable markers, also recording the markings / numbering on it - Yard area lighting and street lights - Transformers and sub-stations Structures and buildings - Edge of platforms – where applicable - Culverts, also recording the size of opening, length, and invert levels- where applicable - Bridge structures and retaining walls- where applicable - Buildings, derelict buildings and quarters- where applicable - Water tower - Manholes – both cover and invert levels and recording the type of manhole. Invert levels shall clearly be marked as either pipe invert levels or manhole invert level - Fire hydrants and water taps - Miscellaneous features - Subway and subway invert levels shall clearly be marked Stormwater, sewerage and portable water - Routing of potable water line below ground and above ground – invert levels, diameters and - Manholes – both cover and invert levels and recording the type of manhole. Invert levels shall clearly be marked for both pipe invert levels and manhole invert, cover and invert levels of catch pits, grid inlets - Canal and culverts, also recording the size of opening, length, and invert levels and top level - Drainage channels- record the size, length, depth, invert levels, height of head walls, and type of channel - Valves, water meters and water taps and any related items Roads, fences and other features - An additional 100m length beyond the theoretical start and end points along the road being surveyed must be included in the work. - All portions of the road and existing access roads - Footpaths and roads, showing kerbs, gutters, catch pits, type of road surface, width of premix and concrete surfaces with the relevant invert levels clearly - Fencing, stating the type of fence - Gates and access control positions - Existing road signs and marking, lane markings (start and end points of barrier lines) and other road markinos (including dialtal Embankments and other features	5 = Excellent (Covers 40 or more services) 4 = Good (Covers 20 - 39 services) 3 = Satisfactory (Covers 8 - 19 services) 2 = Poor (Covers 1 - 7 services) 1 = Information is insufficient and/or not related (Covers None of the listed services) 0 = No response	Tenders to submit detail portfolio of projects demonstrating competency in the Key area of speciality as mentioned in the scope of services list. This will be assessed as a number of services counted as per the key area/s mentioned.

			- o Levels at bottom and top edge of the rock cutting and embankments - o Fencing, stating the type of fence. All properties and/or buildings with direct access to the roads should be surveyed to the gates and/or · Fire reticulation - o Routing of fire reticulation below ground and above ground – invert levels, diameters and material - o Fire hydrant that are mounted – connection to fire reticulation line, diameter and materials - o Fire hydrant countersunk in ground – connection to fire reticulation line, diameter and materials		
2.3	References from Clients of Competed Projects - Quantitative	5%	Written References to be submitted from clients of previously completed projects	5 = 10 or more reference letters and/or contracts and/or letters of appointment submitted 4 = 7 to 9 reference letters and/or contracts and/or letters of appointment submitted 3 = 5 to 6 reference letters and/or contracts and/or letters of appointment submitted 2 = 3 to 4 reference letters and/or contracts and/or letters of appointment submitted 1 = 1 to 2 reference letters and/or contracts and/or letters of appointment submitted 0 = No response	The service provider must attach letters of reference and/or contract and/or letter of appointment for similar engineering work and project implementation within the last 5 years. The letter MUST ALSO INCLUDE the company name, contact person and contact numbers and official email address.
2.4	References from Clients of Competed Projects - Qualitative	5%	Written References to be submitted from clients of previously completed projects	5 = 10 or more reference letters and/or contracts and/or letters of appointment with good reviews 4 = 7 to 9 reference letters and/or contracts and/or letters of appointment with good reviews 3 = 5 to 6 reference letters and/or contracts and/or letters of appointment with good reviews 2 = 3 to 4 reference letters and/or contracts and/or letters of appointment with good reviews 1 = 1 to 2 reference letters and/or contracts and/or letters of appointment with good reviews 0 = No response	The service provider must attach letters of reference with formal written appraisal of the tender's performance on similar Engineering work/project implemented within the last 5 years The letter MUST ALSO INCLUDE the company name, contact person, contact numbers and official email address. If the letters don't explicitly appraise performance of the company/consultant in the project, the form in Annexure A15, completed by the client, shall be submitted for this item.
3	Computer Hardware & Software	10%			
3.1	CAD Platforms	2%	Ownership and Designers are Competent using Bentley	5 = Excellent (Covers all 5 items) 4 = Good (Covers 4 items) 3 = Satisfactory (Covers 3 items) 2 = Poor (Covers 2 items) 1 = Information is insufficient and/or not related (or covers only 1 item) 0 = No response (or does NOT cover any item)	The tenderers must also demonstrate: 1) ownership, 2) number of licences of the relevant package and, 3) the competency levels of the designers using the relevant package.
		2%	Ownership and Designers are Competent using Autodesk		
3.2	Design Modelling Software Licences	2%	Ownership and Designers are Competent using Civil Designer or a compatible alternative		
		2%	Ownership and Designers are Competent using Model Maker or a compatible alternative		
		2%	Ownership and Designers are Competent using Surfmate or a compatible alternative		
4	Quality Assurance and Execution Methology	15%			
4.1	Present The Quality Control and Assurance Procedure in developing Engineering Designs and other relevant information	5%	Quality Control and Assurance Procedure	5 = Excellent Procedure (Covers all 7 items) 4 = Good Procedure (Covers 5 - 6 items) 3 = Satisfactory Procedure (Covers 3 - 4 items) 2 = Poor Procedure (Covers 1 - 2 items) 1 = Information is insufficient and/or not related (Covers None of the items) 0 = No response	The tender must submit a detail Quality control and assurance procedure for the preparation of design and engineering information. 1. Overview of Quality Plan and Policy specific to arch. stages of design 2. Typical Civil Quality Manual and Control Plan. 3. The Office Standards and Procedures. 4. Index of procedures to be used during the contract. 5. Audit Schedule for internal and external audits during the Civil Engineering design, checks and reviews (scope, time, cost, deliverables, standard templates, etc). 6. Drawing Standards 7. Typical project filing index (for electronic and hardcopy files)
4.2	Present TheWork Methology Procedure in developing Engineering Designs and other relevant information	10%	Work Methodology	5 = Excellent Procedure (Covers all 6 items) 4 = Good Procedure (Covers 4 - 5 items) 3 = Satisfactory Procedure (Covers 3 items) 2 = Poor Procedure (Covers 1 - 2 items) 1 = Information is insufficient and/or not related (Covers None of the items) 0 = No response	The tender must submit a detail Work methodology for the resourcing and execution of the technical work. The Service Provider must provide a detailed Civil Engineering Work methodology procedure covering the below items: 1. Contract Details - Details of the nature of the Civil Engineering services that is to be undertaken 2. Method of Work - A description of how the works are to be carried out in relation to the design stages, scope, drawing deliverables at each stage, condition assessments, site conditions and site-specific hazards and considerations 3. Risk Assessments - The inclusion of any risk assessments, project specific health and safety issues which will assist in the identification and management of task specific hazards 4. Hardware, software and equipment - The inclusion of details regarding hardware, equipment and software available for the works 5. Operative Competence - Skills available, including certification, accreditation and training 6. Monitoring and review - Details of how the scope of the works will be monitored supervised and evaluated
Total		100%	Tender Score		

TENDER NUMBER: TNPA/2022/10/1253/14617/RFP					
FRAMEWORK OF ENGINEERING AND BUILT ENVIRONMENT SERVICES FOR A PERIOD OF 24 MONTHS			Annexure A10 DETECTION & MAPPING OF UNDERGROUND SERVICES		
Criteria Number	Criterion	Effective Weighting	Sub - Criterion	Scoring Criteria	Comments to Bidders
1	Professional Staff Compliment and Average Years of Technical Experience	30%			
1.1	Number of SAGC Registered Technical Engineering Staff Compliment	3%	Number of Industry Specialist (National & Internal Competency) Minium Qualification: MSc Geomatics/MSc Geoinformatics/MSc Land Surveying, ISO accredited Utility Detection Professional/Geomatics Professional	5 = equal or greater than 5, 4 = 4 Individuals, 3 = 3 Individuals, 2 = 2 Individuals, 1 = At least one Individual, 0 = No response	Tender to submitted detailed copies of SAGC Certificates and Copies of Degrees and diplomas. All information must be certified by commissioner of oats as a true copy
		3%	Number of Professionals: Minium Qualification: BSc Geomatics/ BSc Geoinformatics/BSc Land Surveying, ISO accredited Utility Detection Professional/Geomatics Professional	5 = equal or greater than 5, 4 = 4 Individuals, 3 = 3 Individuals, 2 = 2 Individuals, 1 = At least one Individual, 0 = No response	
		2%	Number of Professional Technologists: Minium Qualification: BTech Surveying/Btech Cartography, ISO accredited Utility Detection Technologist/Geomatics Technologist	5 = equal or greater than 5, 4 = 4 Individuals, 3 = 3 Individuals, 2 = 2 Individuals, 1 = At least one Individual, 0 = No response	
		2%	Number of Professional Technicians: Minium Qualification: ND: Surveying/ND: Cartography (GISc), ISO accredited Utility Detection Technician/Geomatics Technician	5 = equal or greater than 5, 4 = 4 Individuals, 3 = 3 Individuals, 2 = 2 Individuals, 1 = At least one Individual, 0 = No response	
1.2	Average Years of experience per category of technical Staff	3%	Average Years of experience of Industry Specialist (National & Internal Competency) Minium Qualification: MSc Geomatics/MSc Geoinformatics/MSc Land Surveying, ISO accredited Utility Detection Professional/Geomatics Professional	5 = greater than 15 years, 4 = between 12 - 15 years, 3 = between 8 – less than 12 years, 2 = between 4 – less than 8 years, 1 = less than 4 years, 0 = No response	All tenders to submitt detail experiential CV of each Technical Resource detailing years of experience and areas of competency and experience.
		3%	Average Years of experience of Professionals: Minium Qualification: BSc Geomatics/ BSc Geoinformatics/BSc Land Surveying, ISO accredited Utility Detection Professional/Geomatics Professional	5 = greater than 15 years, 4 = between 12 - 15 years, 3 = between 8 – less than 12 years, 2 = between 4 – less than 8 years, 1 = less than 4 years, 0 = No response	
		3%	Average Years of experience of Professional Technologists: Minium Qualification: BTech Surveying/Btech Cartography, ISO accredited Utility Detection Technologist/Geomatics Technologist	5 = greater than 15 years, 4 = between 12 - 15 years, 3 = between 8 – less than 12 years, 2 = between 4 – less than 8 years, 1 = less than 4 years, 0 = No response	
		3%	Average Years of experience of Professional Technicians: Minium Qualification: ND: Surveying/ND: Cartography (GISc), ISO accredited Utility Detection Technician/Geomatics Technician	5 = greater than 15 years, 4 = between 12 - 15 years, 3 = between 8 – less than 12 years, 2 = between 4 – less than 8 years, 1 = less than 4 years, 0 = No response	
1.3	Quantity of unregistered Technical Engineering Staff Compliment (In Training)	2%	Number of Professionals (BSc Geomatics/ BSc Geoinformatics/BSc Land Surveying and above)	5 = equal or greater than 5, 4 = 4 Individuals, 3 = 3 Individuals, 2 = 2 Individuals, 1 = At least one Individual, 0 = No response	All tenders to submitt detail experiential CV of each Technical Resource detailing years of experience and areas of competency and experience.
		2%	Number of Technologists (BTech Surveying/Btech Cartography)	5 = equal or greater than 5, 4 = 4 Individuals, 3 = 3 Individuals, 2 = 2 Individuals, 1 = At least one Individual, 0 = No response	
		2%	Number of Technicians (ND: Surveying/ND: Cartography (GISc))	5 = equal or greater than 5, 4 = 4 Individuals, 3 = 3 Individuals, 2 = 2 Individuals, 1 = At least one Individual, 0 = No response	
		2%	Number of Draught persons	5 = equal or greater than 5, 4 = 4 Individuals, 3 = 3 Individuals, 2 = 2 Individuals, 1 = At least one Individual, 0 = No response	
2	Competency and Experience of Company over past 5 Years	45%			
2.1	Value of Projects undertaken in the Past 5 Years	10%	Average Value of Projects undertaken in the Past 5 Years	5 = Average Project Value, equal or greater than 250 Million 4 = Average Project Value, equal or greater than 100 Million; but less than 250 Million 3 = Average Project Value equal or greater than 50 Million; but less than 100 Million 2 = Average Project Value, equal or greater than 10; but less than 50 Million 1 = Average Project Value less than 10 Million 0 = No Response	All tenders to submit detail portfolio of projects detailing the value of project and the associated professional fee. Portfolio of evidence to include; (1) Project Description; (2) Employing Entity; (3) Project Start & End Date, (4) Value of the Contract; (5) Scope of Eng. Services; (6) Value of Eng. Consulting Fees; (7) Total Project Value; (8) Employer Contact Person and Contact Details (i.e. including company landline telephone number and official/company email address). The form in Annexure A14 ("Portfolio and List of Projects undertaken") attached could be used per discipline.
2.2		25%	Scope of Services Positions and sizes (with descriptions - where applicable) for all services/utilities are important and must be clearly indicated on the drawings. Water (Potable or Fire) system Position of the water system must be shown, and the following information is to be included: • Pipelines, pipe sizes, type of pipes (where applicable), valves, meters, boreholes and tanks (including capacities where applicable). Flow directions must be shown. Cover and Invert levels for all manholes as well as positions and level of the benchmark must be shown. Sewage networks Layout of the sewage network must be shown, and the following information is to be included: • Pipelines, pipe sizes, type of pipes (where applicable), manholes, rodding eyes, septic tanks (including capacities - where applicable), French drains (including volumes - where applicable). Cover and Invert levels for all manholes as well as positions and level of the benchmark must be shown. Power and Telecommunications lines Position of the power and telecommunication must be shown, and the following information is to be included: • Cover and Invert levels for all manholes as well as positions and level of the benchmark must be shown. Stormwater system Layout of stormwater system, culverts and sizes as well as inlet and outlet structures must be shown. Cover and Invert levels for all manholes as well as positions and level of the benchmark must be shown. Firifighting equipment Pump installations, tanks (and capacities – where applicable), fire hydrants, valves, meters, fire extinguishers and fire hose reels may be included. Cover and Invert levels for all manholes as well as positions and level of the benchmark must be shown.	5 = Excellent (Covers 5 or more services) 4 = Good (Covers 4 services) 3 = Satisfactory (Covers 3 services) 2 = Poor (Covers 1 services) 1 = Information is insufficient and/or not related (Covers None of the listed services) 0 = No response	Tenders to submit detail portfolio of projects demonstrating competency in the Key area of speciality as mentioned in the scope of service list. This will be assessed as a number of services counted as per the key area/s mentioned.
2.3	References from Clients of Competed Projects - Quantitative	5%	Written References to be submitted from clients of previously completed projects	5 = 10 or more reference letters and/or contracts and/or letters of appointment submitted 4 = 7 to 9 reference letters and/or contracts and/or letters of appointment submitted 3 = 5 to 6 reference letters and/or contracts and/or letters of appointment submitted 2 = 3 to 4 reference letters and/or contracts and/or letters of appointment submitted 1 = 1 to 2 reference letters and/or contracts and/or letters of appointment submitted 0 = No response	The service provider must attach letters of reference and/or contract and/or letter of appointment for similar engineering work and project implementation within the last 5 years. The letter MUST ALSO INCLUDE the company name, contact person and contact numbers and official email address.
2.4	References from Clients of Competed Projects - Qualitative	5%	Written References to be submitted from clients of previously completed projects	5 = 10 or more reference letters and/or contracts and/or letters of appointment with good reviews 4 = 7 to 9 reference letters and/or contracts and/or letters of appointment with good reviews 3 = 5 to 6 reference letters and/or contracts and/or letters of appointment with good reviews 2 = 3 to 4 reference letters and/or contracts and/or letters of appointment with good reviews 1 = 1 to 2 reference letters and/or contracts and/or letters of appointment with good reviews 0 = No response	The service provider must attach letters of reference with formal written appraisal of the tender's performance on similar Engineering work/project implemented within the last 5 years The letter MUST ALSO INCLUDE the company name, contact person, contact numbers and official email address. If the letters don't explicitly appraise performance of the company/consultant in the project, the form in Annexure A15, completed by the client, shall be submitted for this item.
3	Data Processing	10%			
3.1	CAD Platforms	2%	Ownership and Designers are Competent using Bentley	5 = Excellent (Covers all 5 items) 4 = Good (Covers 4 items) 3 = Satisfactory (Covers 3 items) 2 = Poor (Covers 2 items) 1 = Information is insufficient and/or not related (or covers only 1 item) 0 = No response (or does NOT cover any item)	The tenderers must also demonstrate: 1) ownership, 2) number of licences of the relevant package and, 3) the competency levels of the designers using the relevant package.
		2%	Ownership and Designers are Competent using Autodesk		
3.2	Design Modelling Software Licences	2%	Ownership and Designers are Competent using Civil Designer or a compatible alternative	5 = Excellent (Covers all 5 items) 4 = Good (Covers 4 items) 3 = Satisfactory (Covers 3 items) 2 = Poor (Covers 2 items) 1 = Information is insufficient and/or not related (or covers only 1 item) 0 = No response (or does NOT cover any item)	The tenderers must also demonstrate: 1) ownership, 2) number of licences of the relevant package and, 3) the competency levels of the designers using the relevant package.
		2%	Ownership and Designers are Competent using Model Maker and Road Maker or a compatible alternative		
		2%	Ownership and Designers are Competent using Surfmate or a compatible alternative		
4	Quality Assurance and Execution Methology	15%			

4.1	Present The Quality Control and Assurance Procedure in developing Engineering Designs and other relevant information	5%	Quality Control and Assurance Procedure	5 = Excellent Procedure (Covers all 7 items) 4 = Good Procedure (Covers 5 - 6 items) 3 = Satisfactory Procedure (Covers 3 - 4 items) 2 = Poor Procedure (Covers 1 - 2 items) 1 = Information is insufficient and/or not related (Covers None of the items) 0 = No response	The tender must submit a detail Quality control and assurance procedure for the preparation of design and engineering information. 1. Overview of Quality Plan and Policy specific to arch. stages of design 2. Typical Civil Quality Manual and Control Plan. 3. The Office Standards and Procedures. 4. Index of procedures to be used during the contract. 5. Audit Schedule for internal and external audits during the Civil Engineering design, checks and reviews (scope, time, cost, deliverables, standard templates, etc). 6. Drawing Standards 7. Typical project filing index (for electronic and hardcopy files)
4.2	Present TheWork Methology Procedure in developing Engineering Designs and other relevant information	10%	Work Methodology	5 = Excellent Procedure (Covers all 6 items) 4 = Good Procedure (Covers 4 - 5 items) 3 = Satisfactory Procedure (Covers 3 items) 2 = Poor Procedure (Covers 1 - 2 items) 1 = Information is insufficient and/or not related (Covers None of the items) 0 = No response	The tender must submit a detail Work methodology for the resourcing and execution of the technical work. The Service Provider must provide a detailed Civil Engineering Work methodology procedure covering the below items: 1. Contract Details - Details of the nature of the Civil Engineering services that is to be undertaken 2. Method of Work - A description of how the works are to be carried out in relation to the design stages, scope, drawing deliverables at each stage, condition assessments, site conditions and site-specific hazards and considerations 3. Risk Assessments - The inclusion of any risk assessments, project specific health and safety issues which will assist in the identification and management of task specific hazards 4. Hardware, software and equipment - The inclusion of details regarding hardware, equipment and software available for the works 5. Operative Competence - Skills available, including certification, accreditation and training 6. Monitoring and review - Details of how the scope of the works will be monitored supervised and evaluated
Total		100%	Tender Score		

A10 DETECTION & MAPPING OF UNDERGROUND SERVICES

TENDER NUMBER: TNPA/2022/10/1253/14617/RFP					
FRAMEWORK OF ENGINEERING AND BUILT ENVIRONMENT SERVICES FOR A PERIOD OF 24 MONTHS			Annexure A11 Traffic and Transportation Engineering		
Criteria Number	Criterion	Effective Weighting	Sub - Criterion	Scoring Criteria	Comments to Bidders
1	Professional Staff Compliment and Average Years of Technical Experience	30%			
1.1	Number of ECSA Registered Technical Engineering Staff Compliment	3%	Number of Industry Traffic and/or Transportation Specialist (National & Internal Competency) Minium Qualification: MSc Eng, PrEng, C Eng	5 = equal or greater than 5, 4 = 4 Individuals, 3 = 3 Individuals, 2 = 2 Individuals, 1 = At least one Individual, 0 = No response	Tender to submitted detailed copies of ECSA Certificates and Copies of Degrees and diplomas. All information must be certified by commissioner of oats as a true copy
		3%	Number of Professional Traffic and/or Transportation Engineers: Minium Qualification: BScEng or BEng, PrEng	5 = equal or greater than 5, 4 = 4 Individuals, 3 = 3 Individuals, 2 = 2 Individuals, 1 = At least one Individual, 0 = No response	
		2%	Number of Professional Traffic and/or Transportation Technologist: Minium Qualification: BTech, Pr Tech Eng	5 = equal or greater than 5, 4 = 4 Individuals, 3 = 3 Individuals, 2 = 2 Individuals, 1 = At least one Individual, 0 = No response	
		2%	Number of Professional Traffic and/or Transportation Technicians: Minium Qualification: S4 N Diploma, Pr Techni Eng	5 = equal or greater than 5, 4 = 4 Individuals, 3 = 3 Individuals, 2 = 2 Individuals, 1 = At least one Individual, 0 = No response	
1.2	Average Years of experience per category of technical Staff	3%	Average Years of experience of Industry Traffic and/or Transportation Specialist (National & Internal Competency) Minium Qualification: MSc Eng, PrEng, C Eng	5 = greater than 15 years, 4 = between 12 - 15 years, 3 = between 8 – less than 12 years, 2 = between 4 – less than 8 years, 1 = less than 4 years, 0 = No response	All tenders to submitt detail experiential CV of each Technical Resource detailing years of experience and areas of competency and experience.
		3%	Average Years of experience of Professional Traffic and/or Transportation Engineers: Minium Qualification: BScEng or BEng, PrEng	5 = greater than 15 years, 4 = between 12 - 15 years, 3 = between 8 – less than 12 years, 2 = between 4 – less than 8 years, 1 = less than 4 years, 0 = No response	
		3%	Average Years of experience of Professional Traffic and/or Transportation Technologist: Minium Qualification: BTech, Pr Tech Eng	5 = greater than 15 years, 4 = between 12 - 15 years, 3 = between 8 – less than 12 years, 2 = between 4 – less than 8 years, 1 = less than 4 years, 0 = No response	
		3%	Average Years of experience of Professional Traffic and/or Transportation Technicians: Minium Qualification: S4 N Diploma, Pr Techni Eng	5 = greater than 15 years, 4 = between 12 - 15 years, 3 = between 8 – less than 12 years, 2 = between 4 – less than 8 years, 1 = less than 4 years, 0 = No response	
1.3	Number of unregistered Technical Engineering Staff Compliment (In Training)	2%	Number of Traffic and/or Transportation Engineers (BSc Eng,BEng and above)	5 = equal or greater than 5, 4 = 4 Individuals, 3 = 3 Individuals, 2 = 2 Individuals, 1 = At least one Individual, 0 = No response	All tenders to submitt detail experiential CV of each Technical Resource detailing years of experience and areas of competency and experience.
		2%	Number of Traffic and/or Transportation Technologist (BTech)	5 = equal or greater than 5, 4 = 4 Individuals, 3 = 3 Individuals, 2 = 2 Individuals, 1 = At least one Individual, 0 = No response	
		2%	Number of Traffic and/or Transportation Technicians (S4 N diploma)	5 = equal or greater than 5, 4 = 4 Individuals, 3 = 3 Individuals, 2 = 2 Individuals, 1 = At least one Individual, 0 = No response	
		2%	Number of Draught persons	5 = equal or greater than 5, 4 = 4 Individuals, 3 = 3 Individuals, 2 = 2 Individuals, 1 = At least one Individual, 0 = No response	
2	Competency and Experience of Company over past 5 Years	45%			
2.1	Value of Projects undertaken in the Past 5 Years	10%	Average Value of Projects undertaken in the Past 5 Years	5 = Average Project Value, equal or greater than 250 Million 4 = Average Project Value, equal or greater than 100 Million; but less than 250 Million 3 = Average Project Value equal or greater than 50 Million; but less than 100 Million 2 - Average Project Value, equal or greater than 10; but less than 50 Million 1 = Average Project Value less than 10 Million 0 = No Response	All tenders to submit detail portfolio of projects detailing the value of project and the associated professional fee. Portfolio of evidence to include; (1) Project Description; (2) Employing Entity; (3) Project Start & End Date, (4) Value of the Contract; (5) Scope of Eng. Services; (6) Value of Eng. Consulting Fees; (7) Total Project Value; (8) Employer Contact Person and Contact Details (I.e. including company landline telephone number and official/company email address). The form in Annexure A14 ("Portfolio and List of Projects undertaken")
2.2	Experience Variety and Variability of Infrastructure Types of Projects as in the Scope of Service:	25%	Specialist advice on (Scope of Service List): a) Traffic Impact Assessment which includes but is not limited to: (i) Status quo assessment of the areas surrounding the site consisting of transport inventory, traffic counts, traffic operational analysis and assessment. (ii) Road network mitigating measures for existing traffic operational and capacity constraints that may be identified in the status quo assessment. (iii) Sourcing the existing and latent land use rights from available records at the land use management department. This would be used for traffic demand estimation. (iv) Assess the traffic impacts of future traffic growth taking into consideration modal splits, if any, as well as the approved latent land use rights. (v) Carry out the traffic demand, traffic distribution, traffic assignment and traffic capacity assessment for latent land use rights for the base year scenario to determine road network traffic operations and requirements. (vi) Carry out a development potential scenario/spare capacity assessment for additional road improvements that can be implemented over and above the improvements required to accommodate the latent land use rights. b) Traffic Management Plan for (list areas/elements/features/elements/features) which includes but is not limited to: (i) Preparation of a Traffic Management Plan (TMP). TMP to address vehicles, pedestrians and heavy vehicles. TMP to also address access control and circulation for vehicles, pedestrians and heavy vehicles. TMP to take into consideration modal split, if any, on the current and future development of the (list areas/elements/features/elements/features). TIA to be included in TMP as subsection, if applicable. (ii) Modelling of the current and future (list areas/elements/features/elements/features), identification of shortcomings, collation of information and simulation alternatives based on future developments. (iii) Internal Layout – Micro simulation of internal traffic flow. (iv) Internal traffic signalling. (v) Evaluate the impact of hypothetical incidents and identify mitigation measures for each incident (vi) Liaison with internal and external stakeholders (Municipality, TNPA, TPT, TFR). (List applicable stakeholders) c) Simulation Model: i) Develop and present a simulation model. ii) Model different scenarios taking into account unscheduled events. iii) A total of three projected traffic scenarios are to be developed. The respective scenarios are to include short, medium and long term year projections. iv) Assessments, Simulations, and Reporting	5 = Excellent (Covers all 5 items) 4 = Good (Covers 4 items) 3 = Satisfactory (Covers 3 items) 2 = Poor (Covers 2 items) 1 = Information is insufficient and/or not related (or covers only 1 item) 0 = No response (or does NOT cover any item)	The tenderers must also demonstrate: 1) ownership, 2) number of licences of the relevant package and, 3) the competency levels of the designers using the relevant package.
2.3	References from Clients of Competed Projects - Quantitative	5%	Written References to be submitted from clients of previously completed projects	5 = 10 or more reference letters and/or contracts and/or letters of appointment submitted 4 = 7 to 9 reference letters and/or contracts and/or letters of appointment submitted 3 = 5 to 6 reference letters and/or contracts and/or letters of appointment submitted 2 = 3 to 4 reference letters and/or contracts and/or letters of appointment submitted 1 = 1 to 2 reference letters and/or contracts and/or letters of appointment submitted 0 = No response	The service provider must attach letters of reference and/or contract and/or letter of appointment for similar engineering work and project implementation within the last 5 years. The letter MUST ALSO INCLUDE the company name, contact person and contact numbers and official email address.
2.4	References from Clients of Competed Projects - Qualitative	5%	Written References to be submitted from clients of previously completed projects	5 = 10 or more reference letters and/or contracts and/or letters of appointment with good reviews 4 = 7 to 9 reference letters and/or contracts and/or letters of appointment with good reviews 3 = 5 to 6 reference letters and/or contracts and/or letters of appointment with good reviews 2 = 3 to 4 reference letters and/or contracts and/or letters of appointment with good reviews 1 = 1 to 2 reference letters and/or contracts and/or letters of appointment with good reviews 0 = No response	The service provider must attach letters of reference with formal written appraisal of the tender's performance on similar Engineering work/project implemented within the last 5 years The letter MUST ALSO INCLUDE the company name, contact person, contact numbers and official email address. If the letters don't explicitly appraise performance of the company/consultant in the project, the form in Annexure A15, completed by the client, shall be submitted for this item.
3	Computer Hardware & Software	10%			
3.1	CAD Platforms	2%	Ownership and Designers are Competent using Bentley		

3.1	Ownership and Designers are Competent using Autodesk	2%	Ownership and Designers are Competent using Autodesk	5 = Excellent (Covers all 5 items) 4 = Good (Covers 4 items) 3 = Satisfactory (Covers 3 items) 2 = Poor (Covers 2 items) 1 = Information is insufficient and/or not related (or covers only 1 item) 0 = No response (or does NOT cover any item)	The tenderers must also demonstrate: 1) ownership, 2) number of licences of the relevant package and, 3) the competency levels of the designers using the relevant package.
3.2	Traffic Modelling Software Licences	2%	Ownership and Engineers are Competent using SIDRA modelling softwares or a compatible alternative		
		2%	Ownership and Engineers are Competent using EMME Modelling softwares or a compatible alternative		
		2%	Ownership and Engineers are Competent using AIMSUN modelling softwares or a compatible alternative		
4	Quality Assurance and Execution Methology	15%			
4.1	Present The Quality Control and Assurance Procedure in developing traffic data, Traffic Engineering reports, Simulations and other relevant information	5%	Quality Control and Assurance Procedure	5 = Excellent Procedure (Covers all 7 items) 4 = Good Procedure (Covers 5 - 6 items) 3 = Satisfactory Procedure (Covers 3 - 4 items) 2 = Poor Procedure (Covers 1 - 2 items) 1 = Information is insufficient and/or not related (Covers None of the items) 0 = No response	The tender must submit a detail Quality control and assurance procedure for the preparation of design and engineering information. 1. Overview of Quality Plan and Policy specific to arch. stages of design 2. Typical Civil Quality Manual and Control Plan. 3. The Office Standards and Procedures. 4. Index of procedures to be used during the contract. 5. Audit Schedule for internal and external audits during the Civil Engineering design, checks and reviews (scope, time, cost, deliverables, standard templates, etc). 6. Drawing Standards 7. Typical project filing index (for electronic and hardcopy files
4.2	Present TheWork Methology Procedure in how the traffic data will be carried out and analysed, how traffic modelling will be carried out, how municipal approvals will be acquired and other relevant information	10%	Work Methodology	5 = Excellent Procedure (Covers all 6 items) 4 = Good Procedure (Covers 4 - 5 items) 3 = Satisfactory Procedure (Covers 3 items) 2 = Poor Procedure (Covers 1 - 2 items) 1 = Information is insufficient and/or not related (Covers None of the items) 0 = No response	The tender must submit a detail Work methodology for the resourcing and execution of the technical work. The Service Provider must provide a detailed Civil Engineering Work methodology procedure covering the below items: 1. Contract Details - Details of the nature of the Civil Engineering services that is to be undertaken 2. Method of Work - A description of how the works are to be carried out in relation to the design stages, scope, drawing deliverables at each stage, condition assessments, site conditions and site-specific hazards and considerations 3. Risk Assessments - The inclusion of any risk assessments, project specific health and safety issues which will assist in the identification and management of task specific hazards 4. Hardware, software and equipment - The inclusion of details regarding hardware, equipment and software available for the works 5. Operative Competence - Skills available, including certification, accreditation and training 6. Monitoring and review - Details of how the scope of the works will be monitored supervised and evaluated
Total		100%	Tender Score		

TENDER NUMBER: TTNPA/2022/10/1253/14617/RFP				
FRAMEWORK OF ENGINEERING AND BUILT ENVIRONMENT SERVICES FOR A PERIOD OF 24 MONTHS				
Annexure A12 Chemical Engineering Services				
Technical Evaluation Criteria - Min 60% pass to qualify for next evaluation stage			Effective Weighting	Comments
1. COMPETENCY & EXPERIENCE OF THE COMPANY WITHIN THE LAST 5 YEARS	Score	Actual score	100%	
1.1 Value of Projects Undertake within the last 5 years				
Record of Project/s undertaken with cumulative Value >R50 million as a principal agent, consultant, Joint Venture member, Project Management Contractor or Eng service provider within the last 5 years.	5		20%	Tenderers are required to demonstrate their experience in the delivery of similar works stated in the Scope of Services, and to this end shall supply detail of the value of similar works contracts awarded to it in the past 5 years. Portfolio of evidence to include; (1) Project Description; (2) Employing Entity; (3) Project Start & End Date, (4) Value of the Contract; (5) Scope of Eng. Services; (6) Value of Eng. Consulting Fees; (7) Total Project Value; (8) Employer Contact Person and Contact Details (i.e. including company landline telephone number and official/company email address). The form in Annexure A14 ('Portfolio and List of Projects undertaken') attached should be used per discipline.
Record of Project/s undertaken with cumulative Value >R30 mil-=<R50mil as a principal agent, consultant, Joint Venture member, Project Management Contractor or Eng service provider within the last 5 years.	4			
Record of Project/s undertaken with cumulative Value >R20 mil-=<R30mil as a principal agent, consultant, Joint Venture member, Project Management Contractor or Eng service provider within the last 5 years.	3			
Record of Project/s undertaken with cumulative Value > R10mil -=<R20 mil as a principal agent, Consultant, Joint Venture member, Project Management Contractor or Eng service provider within the last 5 years.	2			
Record of Project/s undertaken with cumulative Value between >R1mil- =<R10 mil as a principal agent, Consultant, Joint Venture member, Project Management Contractor or Eng service provider within the last 5 years.	1			
No submission	0			
1.2 Experience Variety and Variability's of Infrastructure Type of Projects Relevant to the Scope of Works (contained in Annexure C12 Paragraph 6.1)				
3 or more items as per Scope of Service	3		10%	Tenders shall submit a detailed portfolio of projects demonstrating competency in the key areas of speciality as mentioned in the scope of services section 6.1 in Annexure C12.
1 - 2 items as per Scope of Service	2			
1 items as per Scope of Service	1			
No submission	0			
1.3 The Professional Service Provider must demonstrate relevant experience in engineering design and project implementation within the last 5 years.				
Submission of references from Clients for Comparable Projects				
10 or more reference letters/forms submitted	5		5%	The service provider must attach letters of reference and/or contract and/or letter of appointment for similar engineering work and project implementation within the last 5 years. The letter MUST ALSO INCLUDE the company name, contact person and contact numbers and email address.
7 to 9 reference letters/forms submitted	4			
4 to 6 reference letters/forms submitted	3			
2-3 reference letters/forms submitted	2			
1 reference letter/form submitted	1			
No Response	0			
1.4 The Professional Service Provider must demonstrate relevant experience in engineering design and project implementation within the last 5 years.				
Submission of references from Clients for Comparable Projects				
10 or more reference letters/forms with good reviews	5		5%	The service provider must attach letters of reference with formal written appraisal of the tender's performance on similar Enginnering work/project implemented within the last 5 years The letter MUST ALSO INCLUDE the company name, contact person, contact numbers and official email address. If the letters don't explicitly appraise performance of the company/consultant in the project, the form in Annexure A15, completed by the client, shall be submitted for this item.
7 to 9 reference letters/forms with good reviews	4			
4 to 6 reference letters/forms with good reviews	3			
2 to 3 reference letters/forms with good reviews	2			
1 reference letters/forms with good reviews	1			
No Response	0			
2. PROJECT TEAM	Score	Actual score	30%	
2.1 Professional Registration & Experience of Principal Engineer (20%)				
The Principal Engineer is professionally registered with ECSA in the Chemical Engineering discipline with 15 or more years post registration experience.	5		20%	Tenderer to submit detailed copies of ECSA registration (Pr Eng/Pr Tech). Principal Engineer is the overall responsible engineering professional for the organisation, entrusted with reponsibility and accountability for this discipline's performance in this framework contract. Tender to submit detailed copies of ECSA registration . All information must be certified by commissioner of oaths as a true copy All tenderers to submit detail of experience, areas of experience and extent of competency.
The Principal Engineer is professionally registered with ECSA in the Chemical Engineering discipline with 10 years' to 14 years' post registration experience.	4			
The Pricipal Engineer is professionally registered with ECSA in the Chemical Engineering discipline with 6 years' to 9 years' post registration experience.	3			
The Principal Engineer is professionally registered with ECSA in the Chemical Engineering discipline with 3 years' to 5 years' post registration experience.	2			
The Principal Engineer is professionally registered with ECSA in the Chemical Engineering discipline with 2 years or less of post registration experience	1			
No submission	0			
2.2. PROJECT TEAM - Registered Technical Staff	Score	Actual score		
1 Sen Engineer (Pr. Eng), 3 Engineers/Technologists (Pr. Eng/Pr. Tech Eng), 4 Technicians (Pr. Techni Eng)	5		10%	All tenderers to submit detailed CV of each technical human resource with ECSA registration status; detailing years of experience and areas of competency. A requirement for a Senior Engineer, in this item, is a minimum of 3 years post ECSA professional registration experience. All information must be certified by commissioner of oaths as a true copy. Should the number of resources offered differ to those listed, the minimum requirement of the higher categories will be the main derteminant of the ultimate score to be allocated.
1 Sen Engineer (Pr. Eng), 3 Engineers/Technologists (Pr. Eng/Pr. Tech Eng), 3 Technicians (Pr. Techni Eng)	4			
1 Sen Engineer (Pr. Eng), 2 Engineers/Technologists (Pr. Eng/Pr. Tech Eng), 2 Technicians (Pr. Techni Eng)	3			
1 Sen Engineer (Pr. Eng), 1 Engineers/Technologists (Pr. Eng/Pr. Tech Eng), 2 Technicians (Pr. Techni Eng)	2			
1 Sen Engineer (Pr. Eng), 1 Engineers/Technologists (Pr. Eng/Pr. Tech Eng), 1 Technicians (Pr. Techni Eng)	1			
No submission	0			
3 Quality Assurance and Execution Methology	Score	Actual score	30%	
3.1 Present the Quality Control and Assurance Procedure in developing Engineering Designs :				
5 = Excellent Procedure (Covers all 7 items)	5		10%	1. Overview of Quality Plan and Policy specific to Eng. stages of design 2. Typical Eng. Quality Manual and Control Plan. 3. The Office Standards and Procedures. 4. Index of procedures to be used during the contract. 5. Audit Schedule for internal and external audits during the Engineering design, checks and reviews (scope, time, cost, deliverables, standard templates, etc). 6. Drawing Standards 7. Typical project filing index (for electronic and hardcopy files).
4 = Good Procedure (Covers 5-6 Items)	4			
3 = Satisfactory procedure (Covers 3-4 Items)	3			
2 = Poor Procedure (Covers 1 - 2 items)	2			
1 = Information is insufficient and/or not related (Covers None of the items)	1			
0 = No submission	0			
3.2 Present the work methodology procedure in developing Engineering Designs and other relevant information.				
5 = Excellent Procedure (Covers all 6 items)	5		20%	The Service Provider must provide a detailed Eng. Work methodology procedure covering the below items: 1.Contract Details (Details of the nature of the Engineering services that is to be undertaken) 2. Method of Work (A description of how the works are to be carried out in relation to the design stages, scope, drawing deliverables at each stage, building condition assessments, site conditions and site-specific hazards and considerations) 3. Risk Assessments (The inclusion of any risk assessments, project specific health and safety issues which will assist in the identification and management of task specific hazards) 4. Hardware, software and equipment (The inclusion of details regarding hardware, equipment and software available for the works) 5. Operative Competence (Skills available, including certification, accreditation and training) 6. Monitoring and review (Details of how the scope of the works will be monitored supervised and evaluated)
4 = Good Procedure (Covers 4-5 Items)	4			
3= Satisfactory procedure (Covers 3 Items)	3			
2 = Poor or unsatisfactory procedure (Covers 1-2 Items)	2			
1 = Information is insufficient and/or not related (Covers None of the items)	1			
No submission	0			

TENDER NUMBER: TNPA/2022/10/1253/14617/RFP				
FRFRAMEWORK OF ENGINEERING AND BUILT ENVIRONMENT SERVICES FOR A PERIOD OF 24 MONTHS				
Annexure A13 Desalination Services				
Technical Evaluation Criteria - Min 60% pass to qualify for next evaluation stage			Effective Weighting	Comments
1. COMPETENCY & EXPERIENCE OF THE COMPANY WITHIN THE LAST 5 YEARS	Score	Actual score	40%	
1.1 Value of Projects Undertake within the last 5 years				
Record of Project/s undertaken with cumulative Value >R100 million as a principal agent, consultant, Joint Venture member, Project Management Contractor or Eng service provider within the last 5 years.	5		20%	(6) Tenderers are required to demonstrate their experience in the delivery of similar works stated in the Scope of Services, and to this end shall supply detail of the value of similar works contracts awarded to it in the past 5 years. Portfolio of evidence to include; (1) Project Description; (2) Employing Entity; (3) Project Start & End Date, (4) Value of the Contract; (5) Scope of Eng. Services; Value of Eng. Consulting Fees; (7) Total Project Value; (8) Employer Contact Person and Contact Details (i.e. including company landline telephone number and official/company email address). The form in Annexure A14 ('Portfolio and List of Projects undertaken') attached could be used per discipline.
Record of Project/s undertaken with cumulative Value >R75 mil-=<R100mil as a principal agent, consultant, Joint Venture member, Project Management Contractor or Eng service provider within the last 5 years.	4			
Record of Project/s undertaken with cumulative Value >R50 mil-=<R75mil as a principal agent, consultant, Joint Venture member, Project Management Contractor or Eng service provider within the last 5 years.	3			
Record of Project/s undertaken with cumulative Value > R10mil -=<R50 mil as a principal agent, Consultant, Joint Venture member, Project Management Contractor or Eng service provider within the last 5 years.	2			
Record of Project/s undertaken with cumulative Value between >R1mil- =<R10 mil as a principal agent, Consultant, Joint Venture member, Project Management Contractor or Eng service provider within the last 5 years.	1			
No submission	0			
1.2 Experience Variety and Variability's of Infrastructure Type of Projects Relevant to the Scope of Works (contained in Annexure C13 Paragraph 6.1)				
15 or more items as per Scope of Service	5		10%	Tenders shall submit a detailed portfolio of projects demonstrating competency in the key areas of speciality as mentioned in the scope of services section 6.1 in Annexure C13.
12 - 15 items as per Scope of Service	4			
9 - 12 items as per Scope of Service	3			
6 - 9 items as per Scope of Service	2			
6 or less items as per Scope of Service	1			
No submission	0			
1.3 The Professional Service Provider must demonstrate relevant experience in engineering design and project implementation within the last 5 years.				
Submission of references from Clients for Comparable Projects				
10 or more reference letters/forms submitted	5		5%	The service provider must attach letters of reference and/or contract and/or letter of appointment for similar engineering work and project implementation within the last 5 years. The letter MUST ALSO INCLUDE the company name, contact person and contact numbers and email address.
7 to 9 reference letters/forms submitted	4			
4 to 6 reference letters/forms submitted	3			
2-3 reference letters/forms submitted	2			
1 reference letter/form submitted	1			
No Response	0			
1.4 The Professional Service Provider must demonstrate relevant experience in engineering design and project implementation within the last 5 years.				
Submission of references from Clients for Comparable Projects				
10 or more reference letters/forms with good reviews	5		5%	The service provider must attach letters of reference with formal written appraisal of the tender's performance on similar Enginnering work/project implemented within the last 5 years The letter MUST ALSO INCLUDE the company name, contact person, contact numbers and official email address. If the letters don't explicitly appraise performance of the company/consultant in the project, the form in Annexure A15, completed by the client, shall be submitted for this item.
7 to 9 reference letters/forms with good reviews	4			
4 to 6 reference letters/forms with good reviews	3			
2 to 3 reference letters/forms with good reviews	2			
1 reference letters/forms with good reviews	1			
No Response	0			
2. PROJECT TEAM				
Score	Actual score	30%		
2.1 Professional Registration & Experience of Principal Engineer (20%)				
The Principal Engineer is professionally registered with ECSA in the Civil Engineering discipline with 15 or more years post registration experience.	5		20%	Tenderer to submit detailed copies of ECSA registration (Pr Eng/Pr Tech). Principal Engineer is the overall responsible engineering professional for the organisation, entrusted with reponsibility and accountability for this discipline's performance in this framework contract. All information must be certified by commissioner of oaths as a true copy. All tenderers to submit detail of experience, areas of experience and extent of competency.
The Principal Engineer is professionally registered with ECSA in the Civil Engineering discipline with 10 years' to 14 years' post registration experience.	4			
The Principal Engineer is professionally registered with ECSA in the Civil Engineering discipline with 6 years' to 9 years' post registration experience.	3			
The Principal Engineer is professionally registered with ECSA in the Civil Engineering discipline with 3 years' to 5 years' post registration experience.	2			
The Principal Engineer is professionally registered with ECSA in the Civil Engineering discipline with 2 year or less.	1			
No submission	0			
2.2. PROJECT TEAM - Registered Technical Staff				
Score	Actual score			
1 Sen Engineer (Pr. Eng), 2 Engineers/Technologists (Pr. Eng/Pr. Tech Eng), 3 Technicians (Pr. Techni Eng)	5		10%	All tenderers to submit detailed CV of each technical human resource with ECSA registration status; detailing years of experience and areas of competency. A requirement for a Senior Engineer, in this item, is a minimum of 3 years post ECSA professional registration experience. All information must be certified by commissioner of oaths as a true copy. Should the number of resources offered differ to those listed, the minimum requirement of the higher categories will be the main derteminant of the ultimate score to be allocated.
1 Sen Engineer (Pr. Eng), 1 Engineers/Technologists (Pr. Eng/Pr. Tech Eng), 2 Technicians (Pr. Techni Eng)	4			
1 Sen Engineer (Pr. Eng), 1 Engineers/Technologists (Pr. Eng/Pr. Tech Eng), 1 Technician (Pr. Techni Eng)	3			
1 Sen Engineer (Pr. Eng), 1 Engineers/Technologists (Pr. Eng/Pr. Tech Eng), 0 Technicians (Pr. Techni Eng)	2			
1 Sen Engineer (Pr. Eng), 0 Engineers/Technologists (Pr. Eng/Pr. Tech Eng), 0 Technicians (Pr. Techni Eng)	1			
No submission	0			
3 Quality Assurance and Execution Methology				
Score	Actual score	30%		
3.1 Present the Quality Control and Assurance Procedure in developing Engineering Designs :				
5 = Excellent Procedure (Covers all 7 items)	5		10%	1. Overview of Quality Plan and Policy specific to Eng. stages of design 2. Typical Eng. Quality Manual and Control Plan. 3. The Office Standards and Procedures. 4. Index of procedures to be used during the contract. 5. Audit Schedule for internal and external audits during the Engineering design, checks and reviews (scope, time, cost, deliverables, standard templates, etc). 6. Drawing Standards 7. Typical project filing index (for electronic and hardcopy files).
4 = Good Procedure (Covers 5-6 Items)	4			
3 = Satisfactory procedure (Covers 3-4 Items)	3			
2 = Poor Procedure (Covers 1 - 2 items)	2			
1 = Information is insufficient and/or not related (Covers None of the items)	1			
0 = No submission	0			
3.2 Present the work methodology procedure in developing Engineering Designs and other relevant information.				
Score	Actual score			
5 = Excellent Procedure (Covers all 6 items)	5		20%	The Service Provider must provide a detailed Eng. Work methodology procedure covering the below items: 1.Contract Details (Details of the nature of the Engineering services that is to be undertaken) 2. Method of Work (A description of how the works are to be carried out in relation to the design stages, scope, drawing deliverables at each stage, building condition assessments, site conditions and site-specific hazards and considerations) 3. Risk Assessments (The inclusion of any risk assessments, project specific health and safety issues which will assist in the identification and management of task specific hazards) 4. Hardware, software and equipment (The inclusion of details regarding hardware, equipment and software available for the works) 5. Operative Competence (Skills available, including certification, accreditation and training) 6. Monitoring and review (Details of how the scope of the works will be monitored supervised and evaluated)
4 = Good Procedure (Covers 4-5 Items)	4			
3= Satisfactory procedure (Covers 3 Items)	3			
2 = Poor or unsatisfactory procedure (Covers 1-2 Items)	2			
1 = Information is insufficient and/or not related (Covers None of the items)	1			
No submission	0			

100.0%

T2.2-03: AUTHORITY TO SUBMIT A TENDER

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

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

A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors

B. Certificate for Partnership

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

Name	Address	Signature	Date

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

C. Certificate for Joint Venture

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

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

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

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

D. Certificate for Sole Proprietor

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

Signed	_____	Date	_____
Name	_____	Position	Sole Proprietor

T2.2-04: Record of Addenda to Tender Documents

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

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

Attach additional pages if more space is required.

T2.2-06 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:

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

T2.2-07 NON-DISCLOSURE AGREEMENT

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

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

TRANSNET SOC LTD

(Registration No. 1990/000900/30), a company incorporated and existing under the laws of South Africa, having its principal place of business at Transnet Corporate Centre 138 Eloff Street, Braamfontein, Johannesburg 2000

and

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

WHEREAS

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

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

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

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

2. CONFIDENTIAL INFORMATION

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

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

3. RECORDS AND RETURN OF INFORMATION

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

4. ANNOUNCEMENTS

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

5. DURATION

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

6. PRINCIPAL

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

7. ADEQUACY OF DAMAGES

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

8. PRIVACY AND DATA PROTECTION

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

9. GENERAL

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

Signed

Date

Name

Position

Tenderer

T2.2-08: 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

T2.2-09 CERTIFICATE OF ACQUAINTANCE WITH TENDER DOCUMENTS

NAME OF TENDERING ENTITY:

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

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

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDERER

T2.2-10 SERVICE PROVIDER INTEGRITY PACT

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

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

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

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

PREAMBLE

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

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

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

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

3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

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

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

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

- 3.7 The Tenderer/Service Provider/Contractor will not misrepresent facts or furnish false or forged documents or information in order to influence the tendering process to the advantage of the Tenderer/Service Provider/Contractor or detriment of Transnet or other competitors.
- 3.8 Transnet may require the Tenderer/Service Provider/Contractor to furnish Transnet with a copy of its code of conduct. Such code of conduct must address the compliance programme for the implementation of the code of conduct and reject the use of bribes and other dishonest and unethical conduct.
- 3.9 The Tenderer/Service Provider/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 3.10 The Tenderer/Service Provider/Contractor confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human Rights, Labour, Anti-Corruption and the Environment when undertaking business with Transnet as follows:

a) Human Rights

- Principle 1: Businesses should support and respect the protection of internationally proclaimed human rights; and
- Principle 2: make sure that they are not complicit in human rights abuses.

b) Labour

- Principle 3: Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;
- Principle 4: the elimination of all forms of forced and compulsory labour;
- Principle 5: the effective abolition of child labour; and
- Principle 6: the elimination of discrimination in respect of employment and occupation.

c) Environment

- Principle 7: Businesses should support a precautionary approach to environmental challenges;
- Principle 8: undertake initiatives to promote greater environmental responsibility; and

- Principle 9: encourage the development and diffusion of environmentally friendly technologies.

d) Anti-Corruption

- Principle 10: Businesses should work against corruption in all its forms, including extortion and bribery.

4 INDEPENDENT TENDERING

4.1 For the purposes of that Certificate in relation to any submitted Tender, the Tenderer declares to fully understand that the word "competitor" shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:

- a) has been requested to submit a Tender in response to this Tender invitation;
- b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
- c) provides the same Goods and Services as the Tenderer and/or is in the same line of business as the Tenderer.

4.2 The Tenderer has arrived at his submitted Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive tendering.

4.3 In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- a) prices;
- b) geographical area where Goods or Services will be rendered [market allocation];
- c) methods, factors or formulas used to calculate prices;
- d) the intention or decision to submit or not to submit, a Tender;
- e) the submission of a Tender which does not meet the specifications and conditions of the RFP; or
- f) tendering with the intention of not winning the Tender.

4.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Goods or Services to which his/her tender relates.

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

5 DISQUALIFICATION FROM TENDERING PROCESS

- 5.1 If the Tenderer/Service Provider/Contractor has committed a transgression through a violation of section 3 of this Integrity Pact or in any other form such as to put its reliability or credibility as a Tenderer/Service Provider/Contractor into question, Transnet may reject the Tenderer's / Service Provider's / Contractor's application from the registration or tendering process and remove the Tenderer/Service Provider/Contractor from its database, if already registered.
- 5.2 If the Tenderer/Service Provider/Contractor has committed a transgression through a violation of section 3, or any material violation, such as to put its reliability or credibility into question. Transnet may after following due procedures and at its own discretion also exclude the Tenderer/Service Provider/Contractor from future tendering processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, which will include amongst others the number of transgressions, the position of the transgressors within the company hierarchy of the Tenderer/Service Provider/Contractor and the amount of the damage. The exclusion will be imposed for up to a maximum of 10 (ten) years. However, Transnet reserves the right to impose a longer period of exclusion, depending on the gravity of the misconduct.

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

6 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

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

6.7 Grounds for blacklisting include: If any person/Enterprise which has submitted a Tender, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Tender or contract:

- a) Has, in bad faith, withdrawn such Tender after the advertised closing date and time for the receipt of Tenders;
- b) has, after being notified of the acceptance of his Tender, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the Tender documents;
- c) has carried out any contract resulting from such Tender in an unsatisfactory manner or has breached any condition of the contract;
- d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;
- e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;
- f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:
 - (i) he made the statement in good faith honestly believing it to be correct; and
 - (ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;
- g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
- h) has litigated against Transnet in bad faith.

6.8 Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National Treasury's database of Restricted Service Providers or Register of Tender Defaulters.

6.9 Companies associated with the person/s guilty of misconduct (i.e. entities owned, controlled or managed by such persons), any companies subsequently formed by the person(s) guilty of the misconduct and/or an existing company where such person(s) acquires a controlling stake may be considered for

blacklisting. The decision to extend the blacklist to associated companies will be at the sole discretion of Transnet.

7 PREVIOUS TRANSGRESSIONS

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

8 SANCTIONS FOR VIOLATIONS

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

9 CONFLICTS OF INTEREST

- 9.1 A conflict of interest includes, inter alia, a situation in which:
- a) A Transnet employee has a personal financial interest in a tendering / supplying entity; and
 - b) A Transnet employee has private interests or personal considerations or has an affiliation or a relationship which affects, or may affect, or may be perceived to

affect his / her judgment in action in the best interest of Transnet, or could affect the employee's motivations for acting in a particular manner, or which could result in, or be perceived as favouritism or nepotism.

- 9.2 A Transnet employee uses his / her position, or privileges or information obtained while acting in the capacity as an employee for:
- a) Private gain or advancement; or
 - b) The expectation of private gain, or advancement, or any other advantage accruing to the employee must be declared in a prescribed form.

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

- 9.3 If a Tenderer/Service Provider/Contractor has or becomes aware of a conflict of interest i.e. a family, business and / or social relationship between its owner(s)/ member(s)/director(s)/partner(s)/shareholder(s) and a Transnet employee/ member of Transnet's Board of Directors in respect of a Tender which will be considered for the Tender process, the Tenderer/Service Provider/ Contractor:
- a) must disclose the interest and its general nature, in the Request for Proposal ("RFX") declaration form; or
 - b) must notify Transnet immediately in writing once the circumstances has arisen.
- 9.4 The Tenderer/Service Provider/Contractor shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any committee member or any person involved in the sourcing process, where this is done, Transnet shall be entitled forthwith to rescind the contract and all other contracts with the Tenderer/Service Provider/Contractor.

10 DISPUTE RESOLUTION

- 10.1 Transnet recognises that trust and good faith are pivotal to its relationship with its Tenderer / Service Provider / Contractor. When a dispute arises between Transnet and its Tenderer / Service Provider / Contractor, the parties should use their best endeavours to resolve the dispute in an amicable manner, whenever possible. Litigation in bad faith negates the principles of trust and good faith on which commercial relationships are based. Accordingly, following a blacklisting process as mentioned in paragraph 6 above, Transnet will not do business with a company that litigates against it in bad faith or is involved in any action that reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:
- a) **Vexatious proceedings:** these are frivolous proceedings which have been instituted without proper grounds;
 - b) **Perjury:** where a Tenderer / Service Provider / Contractor make a false statement either in giving evidence or on an affidavit;

- c) **Scurrilous allegations:** where a Tenderer / Service Provider / Contractor makes allegations regarding a senior Transnet employee which are without proper foundation, scandalous, abusive or defamatory; and
- d) **Abuse of court process:** when a Tenderer / Service Provider / Contractor abuses the court process in order to gain a competitive advantage during a Tender process.

11 GENERAL

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

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

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

Signature

Date

T2.2-11: 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 T2.2-10 "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 a 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.

T2.2-12 : SUPPLIER CODE OF CONDUCT

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

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

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

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

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

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

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

- Gain an improper advantage.

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

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

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

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

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

Conflicts of Interest

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

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

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

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

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

Signed this on day _____ at

Signature

T2.2-13: RFP CLARIFICATION REQUEST FORM

For specific queries relating to this RFP, an RFP Clarification Request Form should be submitted onto the system and to Luvuyo Matya before 12:00 noon on 07 December 2022 substantially in the form set out hereto. In the interest of fairness and transparency, Transnet's response to such a query will be published on the e-tender portal and Transnet website.

RFP No.: TNPA/2022/10/1253/14617/RFP

RFP deadline for questions / RFP Clarifications: Before 12:00 noon on 07 December 2022.

TO: Transnet SOC Ltd
ATTENTION: The Tender Administrator
EMAIL: Luvuyo.Matya@trasnet.net
DATE: _____
FROM: _____

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

REQUEST FOR RFP CLARIFICATION

T2.2-14: 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.

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

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

Signed	_____	Date	_____
Name	_____	Position	_____
Enterprise name	_____		

SBD 6.1

PREFERENCE POINTS CLAIM FORM

This preference form must form part of all bids invited. It contains general information and serves as a claim for preference points for 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).

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) **Or**
- 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) or to exceed R50 000 000 and therefore the 80/20 or 90/10 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 or 90
B-BBEE STATUS LEVEL OF CONTRIBUTION	20 or 10
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-BBEE status level certificate issued by an authorised body or person;
 - ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
 - iii) any other requirement prescribed in terms of the B-BBEE Act.
- (j) **"QSE"** means a Qualifying Small Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (k) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 or 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80/90 points is allocated for price on the following basis:
80/20 or 90/10

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{min} = Comparative price of lowest acceptable bid

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

- 4.1 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)	Number of points (90/10 system)
1	20	10
2	18	8
3	14	6
4	12	5
5	8	4
6	6	3
7	4	2
8	2	1
Non-compliant contributor	0	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 .]
EME¹	Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership

¹ In terms of the Implementation Guide: Preferential Procurement Regulations, 2017, Version 2, paragraph 11.11 provides that in the Transport Sector, EMEs can provide a letter from accounting officer or get verified and be issued with a B-BBEE certificate by

	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 or 10 points)

(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?
(*Tick applicable box*)

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.

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

7.1.1 If yes, indicate:

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

(Tick applicable box)

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

Designated Group: An EME or QSE which is at 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 Supplier/Service provider
- ☐ Other Suppliers/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,, which will affect or has affected the evaluation of a bid, or where a bidder has failed to declare any subcontracting arrangements or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Transnet reserves the right to penalise the bidder up to 10 percent of the value of the contract;
 - (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (f) forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....

SIGNATURE(S) OF BIDDERS(S)

DATE:

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of institution	State

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

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

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?
YES/NO

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

.....	
Signature	Date
.....	
Position	Name of bidder

T2.2-15 AGREEMENT IN TERMS OF PROTECTION OF PERSONAL INFORMATION ACT, 4 OF 2013 ("POPIA")

1. PREAMBLE AND INTRODUCTION

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

2. PROTECTION OF PERSONAL INFORMATION

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

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

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

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

YES	
-----	--

NO	
----	--

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

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

3. SOLE AGREEMENT

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

Signed at _____ on this _____ day of _____ 2021

Name: _____

Title: _____

Signature: _____

Tenderer Name:

(Operator)

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

AS WITNESSES:

1. Name: _____ Signature: _____

2. Name: _____ Signature: _____

T2.2-17: 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:

.....

.....

.....

.....

.....

.....

.....

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:

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	Not Applicable – Rate based
Value Added Tax @ 15% is	Not Applicable – Rate based
The offered total of the Prices inclusive of VAT is	Not Applicable – Rate based
(in words) Not Applicable – Rate based	

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

Signature(s)

Name(s)

Capacity

**for the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer:**

Transnet SOC (Ltd)

Name &
signature of
witness

Date

Schedule of Deviations

No.	Subject	Details
1		
2		
3		

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

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

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

C1.2 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
	dispute resolution Option	G: Term contract
	and secondary Options	W1: Dispute resolution procedure
		X1: Price adjustment for inflation
		X2 Changes in the law
		X7: Delay damages
		X9: Transfer of rights
		X10 <i>Employer's Agent</i>
		X11: Termination by the <i>Employer</i>
		X18: Limitation of liability
		Z: <i>Additional conditions of contract</i>
	of the NEC3 Professional Services Contract (June 2005) (amended June 2006 and April 2013)	
10.1	The <i>Employer</i> is (Name):	Transnet SOC Ltd
	Address	Registered address: Transnet Corporate Centre 138 Eloff Street Braamfontein Johannesburg 2000
	Having elected its Contractual Address for the purposes of this contract as:	Transnet National Ports Authority N2 Neptune Road, Entrance Foyer, TNPA Admin Building (eMendi Building) Port of Ngqura
11.2(9)	The <i>services</i> are	Framework of Engineering and Built Environment Services for a period of 24 months



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	2 (two) years following Completion or earlier termination.	
2	The Parties' main responsibilities		
3	Time		
31.2	The <i>starting date</i> is	01 February 2023	
11.2(3)	The <i>completion date</i> for the whole of the services is	31 January 2025	
31.1	The <i>Consultant</i> is to submit a first programme for acceptance within	2 (two) weeks of the Task Order Date	
32.2	The <i>Consultant</i> submits revised programmes at intervals no longer than	4 (four) weeks.	
4	Quality		
40.2	The quality policy statement and quality plan are provided within	2 (two) weeks of the Task Order Date	
41.1	The <i>defects date</i> is	52 weeks after Completion of the whole of the services.	
5	Payment		
50.1	The <i>assessment interval</i> is on the	18 th day of each successive month.	
50.3	The expenses stated by the Employer are	Item	Amount
		Economy air fares	Charged at proven costs strictly on limits as set out in National Treasury Instructions as amended from time to time.
		Car hire not exceeding group B	Charged at proven costs strictly on limits as set out in National Treasury Instructions as amended from time to time.



		Accommodation	Charged at proven costs strictly on limits as set out in National Treasury Instructions as amended from time to time.
51.1	The period within which payments are made is	Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.	
51.2	The <i>currency of this contract</i> is the	South African Rand (ZAR).	
51.5	The <i>interest rate</i> is	The prime lending rate of the Standard Bank of South Africa.	
6	Compensation events	No additional data required for this section of the <i>conditions of contract</i> .	
7	Rights to material	No additional data required for this section of the <i>conditions of contract</i> .	
8	Indemnity, insurance and liability		
81.1	The amounts of insurance and the periods for which the <i>Consultant</i> maintains insurance are		
	Event	Cover	Period following Completion of the whole of the services or earlier termination
	failure by the <i>Consultant</i> to use the skill and care normally used by professionals providing services similar to the <i>services</i>	Professional Indemnity insurance for not less than R10 000 000.00 (Ten Million Rand) in respect of each claim, without limit to the number of claims	52 Weeks
	death of or bodily injury to a person (not an employee of the <i>Consultant</i>) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i>	General Third Party Liability Insurance for all amounts falling within the excess of the policy, currently R50 000.00 (Fifty Thousand Rand) each and every claim, and/or for all amounts in excess of the policy limits as detailed in the policy document or whatever the <i>Consultant</i> deems desirable in respect of each claim, without limit to the number of claims	0 Weeks

	death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Consultant</i> arising out of and in connection with this contract for any one event is that which is prescribed by the Compensation for Occupation Injuries and Diseases Act No. 130 of 1993 as amended.	0 Weeks
	Motor Vehicle Liability Insurance	Comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity for an amount of not less than R 10 000 000.00	
81.1	The <i>Employer</i> provides the following insurances	Professional Indemnity insurance in respect of failure of the <i>Consultant</i> to use the skill and care normally used by Professionals providing services similar to the services General Third Party Liability cover in respect of death of or bodily injury to a person (not an employee of the <i>Consultant</i>) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i>	
82.1	The <i>Consultant's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	<i>For all matters covered under the Employer's Professional Indemnity (PI) and General Third Party Liability policies, the Consultant's liability will be limited to the excesses applicable under the Employer's Professional Indemnity and General Third Party Liability policies as detailed in the policy wordings. The current excesses amounts to R5 000 000.00 (Five Million Rand) PI and R50 000.00 (Fifty Thousand Rand) General Third Party Liability, respectively, each and every claim. For all matters not covered under the Employer's Professional Indemnity and General Third Party Liability policies the Consultants liability will be limited to the final total of the Prices</i>	
9	Termination	No additional data required for this section of the conditions of contract.	

10	Data for main Option clause		
G	Term contract		
21.4	The <i>Consultant</i> prepares forecasts of the total Time Charge and <i>expenses</i> at intervals no longer than	2 weeks.	
11	Data for Option W1		
W1.1	The <i>Adjudicator</i> is	Both parties will agree to an <i>Adjudicator</i> as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i> , the Chairman of the Association of Arbitrators (Southern Africa) will appoint an <i>Adjudicator</i> .	
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Association of Arbitrators (Southern Africa)	
W1.4(2)	The <i>tribunal</i> is:	Arbitration	
W1.4(5)	The <i>arbitration procedure</i> is	The latest addition of the South African Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)	
	The place where arbitration is to be held is	Gqeberha, South Africa	
	The person or organisation who will choose an arbitrator	The Chairman of the Association of Arbitrators (Southern Africa)	
	- if the Parties cannot agree a choice or - if the <i>arbitration procedure</i> does not state who selects an arbitrator, is		
12	Data for secondary Option clauses		
X1	Price adjustment for inflation		
X1.1	The <i>index</i> is :		
	The <i>base date</i> for indices is	September 2022	
	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for
		0.85	Labour (People)
			Index prepared by
			The Consumer Price Index (CPI) for "All Items" in Table 1 (Consumer price indices for the total country) of the Statistical Release P0141 "Consumer Price Index - Additional Tables" published by Statistics South Africa.

0.15		Non-adjustable
1.00		
	The <i>staff rates</i> are	Staff <i>rates</i> are fixed at the Contract Date and are not variable with changes in salary paid to individuals
X2	Changes in the law	No Additional Data is required for this option
X7	Delay damages	
X7.1	Delay damages for late Completion of the whole of the <i>services</i> are	R1000 per day
X9	Transfer of rights	The <i>Employer</i> owns the <i>Consultant</i> rights over any of the material whatsoever prepared for the Services of this Contract by the <i>Consultant</i> . The <i>Consultant</i> provides on request by the <i>Employer's Agent</i> , all documentation in whatever form as required (native's, PDF's, CD's, etc) and all other material items which transfer these rights to the <i>Employer</i> .
X10	The <i>Employer's Agent</i>	
X10.1	The <i>Employer's Agent</i> is	
	Name:	Malibongwe Mlonzi
	Address	Transnet National Ports Authority N2 Neptune Road, Entrance Foyer, TNPA Admin Building (eMendi Building) Port of Ngqura
	The authority of the <i>Employer's Agent</i> is	Fully empowered to act on behalf of the <i>Employer</i> for the services covered by the contract.
X18	Limitation of liability	
X18.1	The <i>Consultant's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	Nil
X18.2	The <i>Consultant's</i> liability to the <i>Employer</i> for Defects that are not found until after the <i>defects date</i> is limited to:	The cost of correcting the defect (The Total of the Prices)
X18.3	The <i>end of liability date</i> is	2 (Two) years after Completion of the whole of the <i>services</i> .
Z	Additional conditions of contract	
	The <i>additional conditions of contract</i> are	

**Z1 Obligations in respect of Joint
Venture Agreements**

Z1.1

Insert the additional core clause 21.5

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

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

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

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

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

Z1.2	Insert additional core clause 21.6 21.6. The <i>Consultant</i> shall not alter its composition or legal status of the Joint Venture without the prior approval of the <i>Employer</i>.
Z2	Additional obligations in respect of Termination
Z2.1	The following will be included under core clause 90.1: In the second main bullet, after the word 'partnership' add 'joint venture whether incorporate or otherwise (including any constituent of the joint venture)' and Under the second main bullet, insert the following additional bullets after the last sub-bullet: • commenced business rescue proceedings • repudiated this Contract
Z2.2	<i>Clause 90.5 is added as an additional clause</i> Where all or part of the Services are suspended for a period of six months or more either party may terminate the Contract by notifying the other.
Z3	Right Reserved by the <i>Employer</i> to Conduct Vetting through SSA
Z3.1	The <i>Employer</i> reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any <i>Consultant</i> who has access to National Key Points for the following without limitations: 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 <i>Employer's</i> rights to take appropriate action	
Z4.1	The contract award is made without prejudice to any rights the <i>Employer</i> may have to take appropriate action later with regard to:	Any declared, exposed or confirmed tender rigging.
Z4.1.1		The <i>Consultant</i> further undertakes: not to give or cause any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract.
Z 4.1.2		To comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the <i>Employer</i> is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.
Z4.1.3		The <i>Consultant's</i> breach of this clause constitutes grounds for terminating the <i>Consultant's</i> obligation to Provide the Services or taking any other action as appropriate against the <i>Consultant</i> (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.
Z4.1.4		If the <i>Consultant</i> is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuity, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the <i>Employer</i>, the <i>Employer</i> shall be entitled to terminate the contract forthwith and take any other action as appropriate against the <i>Consultant</i> (including civil or criminal action).
Z4.2	The contract award is made without prejudice to any rights the <i>Employer</i> may have to take appropriate action later with regard to:	Politically Exposed Persons including any allegations with regards to State Capture.



Z4.3	The contract award is made without prejudice to any rights the <i>Employer</i> may have to take appropriate action later with regard to:	Blacklisting by any State Entity on the National Treasury database.
Z5	Protection of Personal Information Act	
Z5.1		The <i>Employer</i> and the <i>Consultant</i> are required to process information obtained for the duration of the Contract in a manner that is aligned to the Protection of Personal Information Act.
Z6	Time	
Z6.1		<i>Clause 33.2. is added as an additional clause.</i> The <i>Employer</i> may at any time suspend part or all of the <i>services</i>. As a consequence, if the <i>Consultant</i> is required to demobilise and then remobilise its staff and equipment, the <i>Consultant</i> will be reimbursed at cost. The <i>Consultant</i> will be required to reduce and mitigate all its costs during the period of suspension and will be entitled to compensation only to the extent that it can demonstrate it has incurred costs which were not capable of being mitigated.
Z7	Compensation Events	
Z7.1		Clause 61.4: The first bullet point is amended to read as follows: arises from the fault, error, negligence or default of the <i>Consultant</i> .
Z8	Limitation of liability	
Z8.1		Add to core clause 82.1 and X18 For the avoidance of doubt the parties expressly agree that the total liability of the <i>Consultant</i> to the <i>Employer</i> applies jointly and severally across all organisations comprising of the <i>Consultant</i>.
Z9	Additional clauses relating to cession of rights	
Z9.1		The <i>Consultant</i> shall not cede any rights under this contract without the written approval of the <i>Employer</i> . The <i>Consultant</i> shall not assign any of its rights and obligations under this contract

Z9.2	The <i>Employer</i> may on written notice to the <i>Consultant</i> cede and assign its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the <i>Employer</i> .
Z10	Additional clauses relating to interpretation of the law
Z10.1	Add to core clause 12.3 Any extension, concession, waiver or relaxation of any action by the Parties, the <i>Employers' Agent</i> or <i>Adjudicator</i> does not constitute a waiver of rights and does not give rise to an Estoppel or Lien, unless the Parties agree otherwise and confirm such an agreement in writing.
Z11	<i>Employer's Step in rights</i>
Z11.1	If the <i>Consultant</i> defaults by failing to comply with his obligations and fails to remedy such default within 2 weeks of the notification of the default by the <i>Employer's Agent</i> , the <i>Employer</i> , without prejudice to his other rights, powers and remedies under the contract, may remedy the default either himself or procure a third party (including any <i>sub-consultant</i> or supplier of the <i>Consultant</i>) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the <i>Consultant</i> .
Z11.2	The <i>Consultant</i> co-operates with the <i>Employer</i> and facilitates and permits the use of all required information, materials and other matter (including but not limited to documents and all other drawings, CAD materials, data, software, models, plans, designs, programs, diagrams, evaluations, materials, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the <i>Consultant</i> under the contract or otherwise for and/or in connection with any subsequent works) and generally does all things required by the <i>Employers' Agent</i> to achieve this end.

Z12 Local Production and Content Obligations

Z12.1	In terms of Local Production and Content (SBD 6.2), Annexure B and Annexure C: Declaration Certificate of Local Production and Content, the <i>Contractor</i> has to undertake to fulfil its obligations of the Local Production and Content in the relevant designated sectors during the execution of the contract, should the works require Local Production and Content components.
Z12.2	The <i>Contractor</i> is required to note that the <i>Employer</i> , the Department of Trade, Industry and Competition [DTIC] and/or the body appointed by the DTIC as the verification authority for local content may conduct compliance audits with regard to the Local Production and Content requirements as prescribed in Regulation 8 of the Preferential Procurement Regulations, 2017 issued in terms of the Preferential Procurement Policy Framework Act no. 5 of 2000.
Z12.3	The <i>Contractor</i> will be required to continuously update Declarations C, D and E of the Local Production and Content Declaration commitments with the actual local content values for the duration of the contract.
Z12.4	The <i>Contractor</i> shall report to the <i>Employer</i> on a monthly basis during the term of the Contract, the amounts spend on Local Production and Content for the designated sectors for the duration of the contract.
Z12.5	Breach of Local Production and Content commitments provides the <i>Employer</i> cause to terminate the contract.

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			

25.2	The <i>Employer</i> provides access to the following persons, places and things	To be defined per Task Order
G	Term contract	
11.2(25)	The <i>task schedule</i> is in	

PART C2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option G	1
C2.2	Pricing Schedules	10

C2.1 Pricing assumptions: Option G

C2.1.1 Pricing Instructions

- 1) The *Consultant* shall be paid under Option G (Term Service) for services performed.
- 2) The staff rates are the prices charged for staff and shall include for all the costs to the *Consultant*, including basic salary, any additional payments or benefits and social costs, overhead charges incurred as part of normal business operations including the cost of management, as well as payments to administrative, clerical and secretarial staff used to support professional and technical staff in general and not on a specific project only.
- 3) The total annual cost of employment of a person is the total amount borne by the *Consultant* in respect of the employment of such a person per year, calculated at the amounts applicable to such a person at the time when the services are rendered, including basic salary, or a nominal market related salary, fringe benefits not reflected in the basic salary, including normal annual bonus; *Employer's* contribution to medical aid; group life insurance premiums borne by the *Consultant*; the *Consultant's* contribution to a pension or provident fund; and all other benefits or allowances payable in terms of a letter of appointment, including any transportation allowance or company vehicle benefits, telephone and / or computer allowances, etc; and amounts payable in terms of an Act.
- 4) The hourly rates for salaried professional or technical staff (staff rate category 4 in Pricing Schedule) shall not exceed that payable professionally qualified responsible for carrying out the service (staff rate category 3 in Pricing Schedule).
- 5) The hourly rates for salaried staff include all protective clothing and all standard equipment.
- 6) The staff rate for casual labour shall include the provision of all protective clothing.
- 7) Payment to a director or member not providing strategic guidance in planning and executing a project or performing quality management checks shall be paid under another relevant category.
- 8) The staff rates derived from the Pricing Schedule exclude value added tax.
- 9) The staff rates for categories 1 to 5 when staff travelling more than 1,5 hours from their normal place to or from a jobsite (or vice versa) shall be reduced.

C2.1.2 Expenses

- 1) A subsistence allowance is an amount intended to cover incidental costs incurred by reason of living away from home, such as the cost of meals, liquid refreshments, phone calls, internet access, laundry and job-related out of pocket expenses that are not paid for in terms of the contract.
- 2) A subsistence allowance may only be claimed in respect of each night that a staff member is away from home.
- 3) Travel expenses may only be claimed in respect of the cost of transportation of the *Consultant's* staff from their usual place of business to the jobsite, and return from the jobsite to *Consultant's* usual place of business.
- 4) The transportation and accommodation costs and costs for excavation of test pits, boreholes, drilling, testing and sampling and making good, shall be multiplied by a factor to compensate the *Consultant* for any unrecovered costs associated with these items.
- 5) All air travel shall be in economy class on a scheduled airline.
- 6) Accommodation means a
 - a) bed and breakfast;
 - b) guest house;
 - c) self catering; or

d) hotel having a star rating of 1, 2 or 3

as defined by the Tourism Grading Council of South Africa (see www.tourismgrading.co.za).

Note: A lodge, country house or 4 star or higher star rated hotel is not accommodation. Any stay in such a facility cannot be claimed as an expense.

7) Breakfast not included in accommodation is not an expense as it falls under the subsistence allowance.

8) A hired car means a motor vehicle having an engine capacity of not more than 1600cc.

Note: A hired car having an engine capacity greater than 1600cc is not a hired car and cannot be claimed as an expense.

C1.2.3 Expenses:

1) A subsistence allowance means the allowance paid to an international/regional traveller for actual or anticipated business expenses as per SARS guidelines as amended from time to time

2) A subsistence allowance may only be claimed in respect of each night that a staff member is away from home.

3) Travel expenses may only be claimed in respect of the cost of transportation of the Consultant's staff from their usual place of business to the jobsite and return from the jobsite to Consultant's usual place of business.

4) The transportation and accommodation costs and costs for excavation of test pits, boreholes, drilling, testing and sampling and making good, shall be multiplied by a factor to compensate the Consultant for any unrecovered costs associated with these items.

5) All air travel shall be in economy class on a scheduled airline.

6) Accommodation means a:

a. bed and breakfast;

b. guest house;

c. self-catering; or

d. hotel having a star rating of 1, 2 or 3 stars, based on a best rate available from Travel Agency as defined by the Tourism Grading Council of South Africa (see www.tourismgrading.co.za). Note: Domestic hotel Accommodation may not exceed the amount per person per night that is stipulated in the National Treasury instructions and the Transnet Directive on cost containment measures, as reviewed and amended from time to time.

7) A hired car means a motor vehicle having an engine capacity of not more than 1600cc and regarded as Group B by Car Hire Companies.

8) Note: A hired car having an engine capacity greater than 1600cc is not a hired car and cannot be claimed as an expense.

C2.2 Pricing Schedules

Discipline	Pricing Schedule Reference
Electrical Engineering	Annexure B1
Engineering Management	Annexure B2
Mechanical Engineering	Annexure B3
ICT and Electronic Security Systems	Annexure B4
Architectural Services	Annexure B5
Civil Engineering	Annexure B6
Structural Engineering	Annexure B7
Geotechnical Engineering	Annexure B8
Topographic Survey	Annexure B9
Detection & Mapping of Underground Services	Annexure B10
Traffic and Transportation Engineering	Annexure B11
Chemical Engineering Services	Annexure B12
Desalination Services	Annexure B13

Annexure B1 - Electrical Engineering Services Pricing Schedule

SECTION A : Professional Fees Category:		Staff rate, excluding VAT / Per Hour [c]	Indicative total number of hours [d]	Total Amount (c x d)
Electrical Engineering				
1	Category A- Expert/Specialist		100	
2	Category B- Project Director / Member/ Principal		100	
3	Electrical Engineer Pr Eng		100	
4	Electrical Technologists Pr Tech		100	
5	Electronic Engineer Pr Eng		100	
6	Electronic Technologist Pr Tech		100	
7	Electrical/Electronic Technician Pr Techni		100	
	Unregistered:			
8	Engineer (Bsc and Above; ≥10 years)		100	
9	Engineer (Bsc and Above; between 5 and 10 years)		100	
10	Engineer (Bsc and Above; < 5 years)		100	
11	Technologist (Btech/Ndip with 6 years and above)		100	
12	Technologist (Btech/Ndip with less than 6 years)		100	
13	Technician Ndip		100	
14	Draughtsman		100	
	Sub-total Section A			R
SECTION B:Other Services/expense				
Measure		Mark-up %	Indicative amount	Total Amount (c x d)
Mark-up % (on proven costs basis)	Any additional services that might be required and any project related expense not covered in the Department of Public Works rates.		R10 000.00	
	Sub-total Section B			R
	TOTAL AMOUNT (EXCLUDING VAT)	Sub-total Section A plus sub-total Section B		R
	Vat @ 15%			R
	TOTAL AMOUNT (INCLUSIVE OF VAT)			R
Expenses: Disbursements will be paid based on proven costs using Department of Public Works rates.				

Note: when there is a need for the service within the framework agreement, Bidders cannot increase the above rates during the mini-tender, except for applicable price adjustment as per contract, however bidders will be allowed to grant discounts where applicable. The indicative total number of hours/amount will only be used for evaluation purposes.

Annexure B2 - Engineering Management Services Pricing Schedule

SECTION A : Professional Fees Category:		Staff rate, excluding VAT / Per Hour [c]	Indicative total number of hours [d]	Total Amount (c x d)
Electrical Engineering				
1	Engineering Manager Pr Eng (Bsc and Above; ≥10 years)		100	
2	Engineering Manager Pr Eng (Bsc; between 5 and 10 years)		100	
3	Engineering Manager (Bsc ; < 5 years)		100	
4	Engineering Manager(Btech/Ndip and Above; ≥10 years)		100	
5	Engineering Manager(Btech/Ndip and Above; between 5 and 10 years)		100	
6	Engineering Manager(Btech/Ndip and Above; <5 years)		100	
	Sub-total Section A			R
SECTION B:Other Services/expense				
Measure		Mark-up %	Indicative amount	Total Amount (c x d)
Mark-up % (on proven costs basis)	Any additional services that might be required and any project related expense not covered in the Department of Public Works rates.		R10 000.00	
	Sub-total Section B			R
	TOTAL AMOUNT (EXCLUDING VAT)	Sub-total Section A plus sub-total Section B		R
	Vat @ 15%			R
	TOTAL AMOUNT (INCLUSIVE OF VAT)			R
Expenses: Disbursements will be paid based on proven costs using Department of Public Works rates.				

Note: when there is a need for the service within the framework agreement, Bidders cannot increase the above rates during the mini-tender, except for applicable price adjustment as per contract, however bidders will be allowed to grant discounts where applicable. The indicative total number of hours/amount will only be used for evaluation purposes.

Annexure B3 - Mechanical Engineering Services Pricing Schedule

SECTION A : Professional Fees Category:		Staff rate, excluding VAT / Per Hour [c]	Indicative total number of hours [d]	Total Amount (c x d)
Mechanical Engineering				
1	Category A- Expert/Specialist		100	
2	Category B- Project Director / Member/ Principal		100	
3	Mechanical Engineer Pr Eng		100	
4	Mechanical Technologist Pr Tech		100	
5	Mechanical Technician Pr Techni		100	
6	Technician/Technologist/Engineer (S4 diploma, Btech, Bsc/BEng) with a Certificate of Competency as issued by the ASIB		100	
	Unregistered:			
7	Engineer (Bsc and Above; ≥10 years)		100	
8	Engineer (Bsc and Above; between 5 and 10 years)		100	
9	Engineer (Bsc and Above; < 5 years)		100	
10	Technologist (Btech/Ndip with 6 years and above)		100	
11	Technologist (Btech/Ndip with less than 6 years)		100	
12	Technician Ndip		100	
13	Draughtsman		100	
	Sub-total Section A			R
SECTION B:Other Services/expense				
Measure		Mark-up %	Indicative amount	Total Amount (c x d)
Mark-up % (on proven costs basis)	Any additional services that might be required and any project related expense not covered in the Department of Public Works rates.		R10 000.00	
	Sub-total Section B			R
	TOTAL AMOUNT (EXCLUDING VAT)	Sub-total Section A plus sub-total Section B		R
	Vat @ 15%			R
	TOTAL AMOUNT (INCLUSIVE OF VAT)			R
Expenses: Disbursements will be paid based on proven costs using Department of Public Works rates.				

Note: when there is a need for the service within the framework agreement, Bidders cannot increase the above rates during the mini-tender, except for applicable price adjustment as per contract, however bidders will be allowed to grant discounts where applicable. The indicative total number of hours/amount will only be used for evaluation purposes.

Annexure B4 -ICT and Electronic Security Services Pricing Schedule

SECTION A : Professional Fees Category:		Staff rate, excluding VAT / Per Hour [c]	Indicative total number of hours [d]	Total Amount (c x d)
1	Category A- Expert/Specialist		100	
2	Category B- Project Director / Member/ Principal		100	
3	Electrical/Electronic Engineer Pr Eng		100	
4	Electrical/Electronic Technologist Pr Tech		100	
5	Electrical/Electronic Technician Pr Techni		100	
	Unregistered:			
7	Engineer (Bsc and Above; ≥10 years)		100	
8	Engineer (Bsc and Above; between 5 and 10 years)		100	
9	Engineer (Bsc and Above; < 5 years)		100	
10	Technologist (Btech/Ndip with 6 years and above)		100	
11	Technologist (Btech/Ndip with less than 6 years)		100	
12	Technician Ndip		100	
13	Draughtsman		100	
	Sub-total Section A			R
SECTION B:Other Services/expense				
Measure		Mark-up %	Indicative amount	Total Amount (c x d)
Mark-up % (on proven costs basis)	Any additional services that might be required and any project related expense not covered in the Department of Public Works rates.		R10 000.00	
	Sub-total Section B			R
	TOTAL AMOUNT (EXCLUDING VAT)	Sub-total Section A plus sub-total Section B		R
	Vat @ 15%			R
	TOTAL AMOUNT (INCLUSIVE OF VAT)			R
Expenses: Disbursements will be paid based on proven costs using Department of Public Works rates.				

Note: when there is a need for the service within the framework agreement, Bidders cannot increase the above rates during the mini-tender, except for applicable price adjustment as per contract, however bidders will be allowed to grant discounts where applicable. The indicative total number of hours/amount will only be used for evaluation purposes.

Annexure B5 -Architectural Pricing Schedule

SECTION A : Professional Fees Category:		Staff rate, excluding VAT / Per Hour [c]	Indicative total number of hours [d]	Total Amount (c x d)
Architectural				
1	Category A- Expert/Specialist		100	
2	Category B- Project Director / Member/ Principal		100	
3	Pr. Arch ≥10 years)		100	
4	Architect Pr. Arch; between 5 and 10 years)		100	
5	Architect (Pr. Arch ; < 5 years)		100	
6	Technologist Pr. Arch Snr. tech with 6 years and above)		100	
7	Technician Pr. Tech		100	
8	Draughtsman/ technician - not registered		100	
9	Architect and Technician in training (candidate with SACAP)		100	
Other areas of expertise:				
1	Landscape architect		100	
2	Heritage practitioner		100	
3	Interior design		100	
4	Urban Designer		100	
5	Green Building accredited Professional		100	
6	Artistic impressions and 3-D experiences		100	
Sub-total Section A				R
SECTION B:Other Services/expense				
Measure		Mark-up %	Indicative amount	Total Amount (c x d)
Mark-up % (on proven costs basis)	Any additional services that might be required and any project related expense not covered in the Department of Public Works rates.		R10 000.00	
Sub-total Section B				R
TOTAL AMOUNT (EXCLUDING VAT)		Sub-total Section A plus sub-total Section B		R
Vat @ 15%				R
TOTAL AMOUNT (INCLUSIVE OF VAT)				R
Expenses: Disbursements will be paid based on proven costs using Department of Public Works rates.				

Note: when there is a need for the service within the framework agreement, Bidders cannot increase the above rates during the mini-tender, except for applicable price adjustment as per contract, however bidders will be allowed to grant discounts where applicable. The indicative total number of hours/amount will only be used for evaluation purposes.

Annexure B6 - Civil Engineering Services Pricing Schedule

SECTION A : Professional Fees Category:		Staff rate, excluding VAT / Per Hour	Indicative total number of hours	Total Amount (c x d)
Civil Engineering			100	
1	Category A - Expert/Specialist		100	
2	Category B - Project Director / Member/ Principal			
	Category C - Professional Staff			
	<u>Pr Eng</u>			
3	Roads and Highways		100	
4	Pavement and Materials		100	
5	Engineering Geology		100	
6	Water and Wastewater		100	
7	Railway		100	
8	Port Engineering		100	
9	Coastal Engineering		100	
	<u>Pr Tech Eng</u>			
10	Roads and Highways		100	
11	Pavement and Materials		100	
12	Engineering Geology		100	
13	Water and Wastewater		100	
14	Railway		100	
15	Port Engineering		100	
17	Coastal Engineering		100	

	Category D - Technical Staff			
	<u>Pr Techni Eng</u>			
18	Roads and Highways		100	
19	Pavement and Materials		100	
20	Engineering Geology		100	
21	Water and Wastewater		100	
22	Railway		100	
23	Port Engineering		100	
25	Coastal Engineering		100	
	Unregistered:			
26	Engineer (Bsc and Above; ≥10 years)		100	
27	Engineer (Bsc and Above; between 5 and 10 years)		100	
28	Engineer (Bsc and Above; < 5 years)		100	
29	Technologist (Btech/Ndip with 6 years and above)		100	
30	Technologist (Btech/Ndip with less than 6 years)		100	
31	Technician Ndip		100	
32	Draughtsman (civil engineering)		100	
	Sub-total Section A			R
SECTION B:Other Services/expense				
Measure		Mark-up %	Indicative amount	Total Amount (c x d)
Mark-up % (on proven costs basis)	Any additional services that might be required and any project related expense not covered in the Department of Public Works rates.		R10 000.00	
	Sub-total Section B			R
	TOTAL AMOUNT (EXCLUDING VAT)	Sub-total Section A plus sub-total Section B		R
	Vat @ 15%			R
	TOTAL AMOUNT (INCLUSIVE OF VAT)			R
Expenses:				
- Disbursements will be paid based on proven costs using Department of Public Works rates.				
Note: when there is a need for the service within the framework agreement, Bidders cannot increase the above rates during the mini-tender, except for applicable price adjustment as per contract, however bidders will be allowed to grant discounts where applicable. The indicative total number of hours/amount will only be used for evaluation purposes.				

Annexure B7 - Structural Engineering

SECTION A : Professional Fees Category:		Staff rate, excluding VAT / Per Hour [c]	Indicative total number of hours [d]	Total Amount (c x d)
1	Cat A - Expert/Specialist		100	
2	Cat B - Project Director / Member / Principal		100	
3	Structural Engineer Pr Eng		100	
4	Structural Technologist Pr Tech		100	
5	Engineer (BSc and Above; $\geq$ 10 years)		100	
6	Engineer (BSc and Above; between 5 and 10 years)		100	
7	Engineer (BSc and Above; < 5 years)		100	
8	Technologist (BTech/Ndip with 6 years and above)		100	
9	Technologist (BTech/Ndip with 6 years and above)		100	
10	Technician NDip		100	
11	Draughtsman		100	
12	(Add other relevant skills below, where applicable)			
	Sub-total Section A			R
SECTION B: Other Services/expense				
Measure		Mark-up %	Indicative amount	Total Amount (c x d)
Mark-up % (on proven costs basis)	Any additional services that might be required and any project related expense not covered in the Department of Public Works rates.		R10 000.00	
	Sub-total Section B			R
	TOTAL AMOUNT (EXCLUDING VAT)	Sub-total Section A plus sub total Section B		R
	Vat @ 15%			R
	TOTAL AMOUNT (INCLUSIVE OF VAT)			R
Expenses: Disbursements will be paid based on proven costs using Department of Public Works rates.				

Note: when there is a need for the service within the framework agreement, Bidders cannot increase the above rates during the mini-tender, except for applicable price adjustment as per contract, however bidders will be allowed to grant discounts where applicable. The indicative total number of hours/amount will only be used for evaluation purposes.

Annexure B8 : Geotechnical Engineering

SECTION A : Professional Fees Category:		Staff rate, excluding VAT / Per Hour [c]	Indicative total number of hours [d]	Total Amount (c x d)
Engineering and Associated				
1	Category A - Expert/Specialist		100	
2	Category B - Project Director / Member/ Principal		100	
	Category C - Professional Staff			
	<u>Pr Eng</u>			
3	Materials Engineer		100	
4	Geotechnical Engineer		100	
	<u>Pr Tech Eng</u>			
5	Materials Engineering Technologist		100	
6	Geotechnical Engineering Technologist		100	
	Category D - Technical Staff			
	<u>Pr Techni Eng</u>			
7	Materials Technician		100	
8	Geotechnical Technician		100	
9	Engineer (Bsc and Above; ≥10 years)		100	
10	Engineer (Bsc and Above; between 5 and 10 years)		100	
11	Engineer (Bsc and Above; < 5 years)		100	
12	Technologist (Btech/Ndip with 6 years and above)		100	
13	Technologist (Btech/Ndip with less than 6 years)		100	
14	Technician Ndip		100	

15	Draughtsman (civil engineering)		100	
	Sub-total Section A			R
SECTION B: Other Services/expense:				
<u>Measure</u>		<u>Mark-up %</u>	<u>Indicative amount</u>	<u>Total Amount (c x d)</u>
Mark-up % (on proven costs basis)	Any additional services that might be required and any project related expense not covered in the Department of Public Works rates.		R10 000.00	
	Sub-total Section B			R
	TOTAL AMOUNT (EXCLUDING VAT)	Sub-total Section A plus sub-total Section B		R
	Vat @ 15%			R
	TOTAL AMOUNT (INCLUSIVE OF VAT)			R
<u>Expenses:</u> Disbursements will be paid based on proven costs using Department of Public Works rates.				
Note: when there is a need for the service within the framework agreement, Bidders cannot increase the above rates during the mini-tender, except for applicable price adjustment as per contract, however bidders will be allowed to grant discounts where applicable. The indicative total number of hours/amount will only be used for evaluation purposes.				

Annexure B9: Topographic Survey - Pricing Schedule

SECTION A : Professional Fees Category:		Staff rate, excluding VAT / Per Hour [c]	Indicative total number of hours [d]	Total Amount (c x d)
1	Category A- Expert/Specialist		100	
2	Category B- Project Director / Member/ Principal		100	
3	Geomatics/Geoinformatics/Land Surveying (BSc and Above; ≥ 10 years)		100	
4	Geomatics/Geoinformatics/Land Surveying (BSc and Above; between 5 and 10 years)		100	
5	Geomatics/Geoinformatics/Land Surveying (BSc and Above; < 5 years)		100	
6	Surveying/Cartography(BTech/Ndip with 6 years and above)		100	
7	Surveying/Cartography(BTech/Ndip with less than 6 years)		100	
8	Surveying/Cartography GISc (Ndip)		100	
9	Draughtsman		100	
10	(Add other relevant skills below, where applicable)			
	Sub-total Section A			R
SECTION B:Other Services/expense				
Measure		Mark-up %	Indicative amount	Total Amount (c x d)
Mark-up % (on proven costs basis)	Any additional services that might be required and any project related expense not covered in the Department of Public Works rates.		R10 000.00	
	Sub-total Section B			R
	TOTAL AMOUNT (EXCLUDING VAT)	Sub-total Section A plus sub total Section B		R
	Vat @ 15%			R
	TOTAL AMOUNT (INCLUSIVE OF VAT)			R
Expenses: Disbursements will be paid based on proven costs using Department of Public Works rates.				

Note: when there is a need for the service within the framework agreement, Bidders cannot increase the above rates during the mini-tender, except for applicable price adjustment as per contract, however bidders will be allowed to grant discounts where applicable. The indicative total number of hours/amount will only be used for evaluation purposes.

Annexure B10: Underground Services Detection - Pricing Schedule

SECTION A : Professional Fees Category:		Staff rate, excluding VAT / Per Hour [c]	Indicative total number of hours [d]	Total Amount (c x d)
1	Category A- Expert/Specialist		100	
2	Category B- Project Director / Member/ Principal		100	
3	Geomatics/Geoinformatics/Land Surveying (BSc and Above; ≥ 10 years)		100	
4	Geomatics/Geoinformatics/Land Surveying (BSc and Above; between 5 and 10 years)		100	
5	Geomatics/Geoinformatics/Land Surveying (BSc and Above; < 5 years)		100	
6	Surveying/Cartography(BTech/Ndip with 6 years and above)		100	
7	Surveying/Cartography(BTech/Ndip with less than 6 years)		100	
8	Surveying/Cartography GISc (Ndip)		100	
9	Draughtsman		100	
10	(Add other relevant skills below, where applicable)			
	Sub-total Section A			R
SECTION B:Other Services/expense				
Measure		Mark-up %	Indicative amount	Total Amount (c x d)
Mark-up % (on proven costs basis)	Any additional services that might be required and any project related expense not covered in the Department of Public Works rates.		R10 000.00	
	Sub-total Section B			R
	TOTAL AMOUNT (EXCLUDING VAT)	Sub-total Section A plus sub total Section B		R
	Vat @ 15%			R
	TOTAL AMOUNT (INCLUSIVE OF VAT)			R
Expenses: Disbursements will be paid based on proven costs using Department of Public Works rates.				

Note: when there is a need for the service within the framework agreement, Bidders cannot increase the above rates during the mini-tender, except for applicable price adjustment as per contract, however bidders will be allowed to grant discounts where applicable. The indicative total number of hours/amount will only be used for evaluation purposes.

Annexure B11 - Traffic and Transportation Engineering Services Pricing Schedule

SECTION A : Professional Fees Category:		Staff rate, excluding VAT / Per Hour [c]	Indicative total number of hours [d]	Total Amount (c x d)
Engineering and Associated				
1	Category A - Expert/Specialist		100	
2	Category B - Project Director / Member/ Principal		100	
	Category C - Professional Staff			
	<u>Pr Eng</u>			
3	Materials		100	
4	Transportation		100	
	<u>Pr Tech Eng</u>			
5	Traffic Technologist		100	
6	Transportation Technologist		100	
	Category D - Technical Staff			
	<u>Pr Techni Eng</u>			
7	Traffic Technician		100	
8	Transportation Technician		100	
9	Engineer (Bsc and Above; ≥10 years)		100	
10	Engineer (Bsc and Above; between 5 and 10 years)		100	
11	Engineer (Bsc and Above; < 5 years)		100	
12	Technologist (Btech/Ndip with 6 years and above)		100	
13	Technologist (Btech/Ndip with less than 6 years)		100	
14	Technician Ndip		100	

15	Draughtsman (civil engineering)		100	
Sub-total Section A				R
SECTION B: Other Services/expense:				
<u>Measure</u>		<u>Mark-up %</u>	<u>Indicative amount</u>	<u>Total Amount (c x d)</u>
Mark-up % (on proven costs basis)	Any additional services that might be required and any project related expense not covered in the Department of Public Works rates.		R10 000.00	
	Sub-total Section B			R
	TOTAL AMOUNT (EXCLUDING VAT)	Sub-total Section A plus sub-total Section B		R
	Vat @ 15%			R
	TOTAL AMOUNT (INCLUSIVE OF VAT)			R
<u>Expenses:</u> Disbursements will be paid based on proven costs using Department of Public Works rates.				
Note: when there is a need for the service within the framework agreement, Bidders cannot increase the above rates during the mini-tender, except for applicable price adjustment as per contract, however bidders will be allowed to grant discounts where applicable. The indicative total number of hours/amount will only be used for evaluation purposes.				

Annexure B12 - Chemicals and Hydrocarbons (Chemical Engineering Services)

SECTION A : Professional Fees Category:		Staff rate, excluding VAT / Per Hour	Indicative total number of hours	Total Amount (c x d)
Engineering and Associated				
1	Category A - Expert/Specialist		100	
2	Category B - Project Director / Member/ Principal		100	
	Category C - Professional Staff			
	<u>Pr Eng</u>			
3	Analytical Chemist		100	
4	Chemical Engineering		100	
5	Chemical Process Engineering		100	
6	Energy Engineering		100	
7	Petroleum Engineering		100	
8	Process Engineering		100	
	<u>Pr Tech Eng</u>			
9	Analytical Chemist		100	
10	Chemical Engineering		100	
11	Chemical Process Engineering		100	
12	Energy Engineering		100	
13	Petroleum Engineering		100	
14	Process Engineering		100	
	Category D - Technical Staff			
	<u>Pr Techni Eng</u>			
15	Analytical Chemist		100	

16	Chemical Engineering		100	
17	Chemical Process Engineering		100	
18	Energy Engineering		100	
19	Petroleum Engineering		100	
20	Process Engineering		100	
	Unregistered:			
21	Engineer (Bsc and Above; ≥10 years)		100	
22	Engineer (Bsc and Above; between 5 and 10 years)		100	
23	Engineer (Bsc and Above; < 5 years)		100	
24	Technologist (Btech/Ndip with 6 years and above)		100	
25	Technologist (Btech/Ndip with less than 6 years)		100	
26	Technician Ndip		100	
27	Draughtsman		100	

Sub-total Section A

R

SECTION B: Other Services/expense:				
Measure		Mark-up %	Indicative amount	Total Amount (c x d)
Mark-up % (on proven costs basis)	Any additional services that might be required and any project related expense not covered in the Department of Public Works rates.		R10 000.00	
	Sub-total Section B			R
	TOTAL AMOUNT (EXCLUDING VAT)	Sub-total Section A plus sub-total Section B		R
	Vat @ 15%			R
	TOTAL AMOUNT (INCLUSIVE OF VAT)			R

Expenses: Disbursements will be paid based on proven costs using Department of Public Works rates.

Note: when there is a need for the service within the framework agreement, Bidders cannot increase the above rates during the mini-tender, except for applicable price adjustment as per contract, however bidders will be allowed to grant discounts where applicable. The indicative total number of hours/amount will only be used for evaluation purposes.

Annexure B13 - Desalination Studies and Oversight Pricing Schedule

SECTION A : Professional Fees Category:		Staff rate, excluding VAT / Per Hour	Indicative total number of hours	Total Amount (c x d)
Engineering and Associated				
1	Category A - Expert/Specialist		100	
2	Category B - Project Director / Member/ Principal		100	
	Category C - Professional Staff			
	<u>Pr Eng</u>			
3	Coastal and Environmental		100	
4	Civil		100	
5	Structural		100	
6	Water and Wastewater		100	
7	Electrical and Electronical		100	
8	Process and Chemical		100	
9	Mechanical		100	
	<u>Pr Tech Eng</u>			
10	Coastal and Environmental		100	
11	Civil		100	
12	Structural		100	
13	Water and Wastewater		100	
14	Electrical and Electronical		100	
15	Process and Chemical		100	
16	Mechanical		100	
	<u>Other</u>			
17	Marine Biological		100	

18	Environmental		100	
	Category D - Technical Staff			
	<u>Pr Techni Eng</u>			
19	Coastal and Environmental		100	
20	Civil		100	
21	Structural		100	
22	Water and Wastewater		100	
23	Electrical and Electronical		100	
24	Process and Chemical		100	
25	Mechanical		100	
	Unregistered:			
26	Engineer (Bsc and Above; ≥10 years)		100	
27	Engineer (Bsc and Above; between 5 and 10 years)		100	
28	Engineer (Bsc and Above; < 5 years)		100	
29	Technologist (Btech/Ndip with 6 years and above)		100	
30	Technologist (Btech/Ndip with less than 6 years)		100	
31	Technician Ndip		100	
32	CAD Operator		100	
33	Marine Biologist		100	
34	Environmental Professional		100	

R

SECTION B				
Other Services/expense				
Measure		Mark-up %	Indicative amount	Total Amount (c x d)
Mark-up % (on proven costs basis)	Any additional services that might be required and any project related expense not covered in the Department of Public Works rates.		R10 000.00	
	Sub-total Section B			R
	TOTAL AMOUNT (EXCLUDING VAT)	Sub-total Section A plus sub-total Section B		R
	Vat @ 15%			R
	TOTAL AMOUNT (INCLUSIVE OF VAT)			R

Expenses: Disbursements will be paid based on proven costs using Department of Public Works rates.

Note: when there is a need for the service within the framework agreement, Bidders cannot increase the above rates during the mini-tender, except for applicable price adjustment as per contract, however bidders will be allowed to grant discounts where applicable. The indicative total number of hours/amount will only be used for evaluation purposes.

Annexure C1- Scope of Services for **Electrical Engineering**

1 **Employer's objectives**

The *Employer's* objective in entering into framework contracts to provide **Electrical engineering** anywhere in South Africa on an as and when instructed basis is to serve Transnet National Ports Authority emerging needs and requirements.

2 **Background**

- 2.1** The *Employer* has entered into a number of framework agreements with a small number of Consultants, following a competitive selection process, for the **electrical engineering services** for a term of 2 years, based on the NEC3 Professional Services Contract (Option G: Term Service).
- 2.2** The *Employer's Agents* requiring services falling within the scope of these contracts, may following the preparation of a Task Order:
- a) issue the Task Order in accordance with the terms of the framework contract to the *Consultant* who in their opinion is most suited to provide the service in the best interest of the *Employer*; or
 - b) where the terms of the framework contract require modification, or where considered desirable, request all *Consultants* who have framework contracts covering the required scope of work to submit quotations for the Task Order in terms of specific contract data which includes data which might modify the framework contract.
- 2.3** *Consultants* shall be issued with Task Orders to Provide the Services within the term of the framework contract, but may be invited within the term of such contracts to quote to Provide Services with a completion date beyond the term of the contract, in which case, the term will continue until services so instructed are completed.

3 **Management and start up**

3.1 **Documentation control**

The *Consultant* shall submit all documentation complying with the *Employer's* standards and requirements. The *Employer* will issue all relevant documentation to the *Employer*, but control, maintenance and handling of these documents will be the *Consultant's* sole responsibility and at its expense, and managed with a suitable document control system.

All documents issued to 3rd Party contractors and to the *Employer* must be submitted through the *Employer's Document Control Department*.

3.2 **Health & Safety Requirements**

The *Consultant* shall comply with the Health and Safety requirements contained in the HAS-STD-001 Transnet National Ports Authority Health and Safety and Procedural Compliance with the Occupational Health and Safety Act and Applicable Regulations' to this Works Information.

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

Transnet National Ports Authority

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

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

- (i) The Compensation for Occupational Injuries and Diseases Act, no.130 of 1993. The *Consultant* shall produce proof of his registration and good standing with the Compensation Commissioner in terms of the Act and submit with his tender.
- (ii) Act 85 of 1993, Occupational Health and Safety Act.
- (iii) The Provisional Ordinances and Local Authority, by-laws and all relevant regulations framed there under.
- (iv) The *Consultant* and his employees shall have valid safety inductions when accessing or working on site. Copies of which shall be submitted to the *Employer's Agent*. This will be at a time and location Transnet will arrange. The *Consultant* must allow for this in his pricing.
- (v) All personnel working on site must have attended the Health and Safety induction course and be in possession of a permit to access the various sites.
- (vi) Any specific site, environmental and operational conditions.

Project Site Safety Statistics Spreadsheet

During the construction period of the *works* a monthly report will be submitted of all incidents and accidents to be filled in on the attached form marked “**Annexure 3**”

3.3 Environmental constraints and management

The *Consultant* shall provide a *Consultant's* Environmental Management Plan (CEMP) addressing all the potential impacts of his activities. The *Employer's Agent* has the right to request additional specific work method statements should in his opinion this be required.

The *Consultant* shall make good all damages to the environment to the satisfaction of the *Employer's Agent*.

The *Consultant* shall, at all times, comply with the statutes that prohibit pollution of any kind. These statutes are enacted in the following legislation:

- The National Environmental Management Act, 107/1998
- The Environmental Conservation Act, 73/1989; and
- The National Water Act, 36/1998

The *Consultant* shall appoint a responsible person to ensure that no incident shall occur on site that could cause pollution. Where the *Consultant* was negligent and caused any form of pollution the damage shall be rectified at the *Consultant's* cost.

3.4 Quality assurance requirements

The onus rests on the *Consultant* to produce work which will conform in quality and accuracy of detail to the requirements of the Task Orders and Specifications, and the *Consultant* must, at his own expense, institute a quality control system and provide experienced technical staff together with all transport, instruments and

Transnet National Ports Authority

equipment to ensure adequate supervision and positive control of the works at all times.

The *Consultant* shall submit his proposed Quality Control Procedures (QCP) to the *Employer's Agent* for approval. Site Access will not be permitted until the QCP is to the *Employer's Agent* satisfaction.

3.5 *Consultant's* management, supervision and key people

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

3.6 Insurance provided by the *Employer*

Procedures for making insurance claims can be obtained from the *Employer's Agent*.

3.7 Contract change management

The standard reporting forms that shall be used will be provided to the *Consultant*.

4 Procurement

4.1 People

4.1.1 BBBEE and preference scheme

Transnet supports the Government's BBBEE initiatives and encourages its suppliers to obtain accreditation by one of the Accreditation Agencies. Transnet would prefer their suppliers to have a BBBEE status at least a level 4 on the DTI Scorecard. Transnet therefore urges tenderers to have themselves accredited by one of the various Accreditation Agencies available, which agency must be SANAS accredited and who further do their BBBEE ratings in accordance with the latest DTI Codes of Good Practice.

Subcontracting

4.1.2 Preferred sub-consultants

The *Consultant* shall not appoint or bring sub-consultants onto site without the prior approval of the *Employer's Agent*, and all subcontractors will be required to conform to the requirements as set out herein as if they were employees of the *Consultant*.

The *Consultant* shall not deviate from the approved sub contractor's list without prior approval of the *Employer's Agent*.

4.1.3 Sub-consultant documentation, and assessment of sub-consultant tenders

The *Consultant* shall appoint his sub-consultants on the basis of the NEC3 PSC agreements, i.e. on the same terms and conditions applicable to the agreement between Transnet and the *Consultant*.

4.1.4 Attendance on sub-consultants

The *Consultant* shall ensure that the quality assurance requirements placed on him under this Contract are transferred into any sub-consultants.



Transnet National Ports Authority

4.1.5 Plant & Materials provided “free issue” by the *Employer*

No plant or materials are provided as “free issue” by the *Employer*

5 Management structures

5.1 The Task Orders shall indicate who the *Employer’s Agent* is. The *Employer’s Agent* is fully empowered to act on behalf of the *Employer* for the services covered by the Task Order. The *Employer’s Agent* will accept, or not accept, the *Consultant’s* assessment of the amount due in terms of the contract.

5.2 The Task Orders will provide details of the scope of services to be provided and any special requirements to be met by the consultant.

6 Description of the services

6.1 The services that are required may involve design, feasibility studies and/or project engineering work in one or a combination of the following areas:

- Low Voltage Distribution Boards (including the specification of switchgear and protection equipment)
- Street lighting
- High mast lighting
- Medium mast Lighting
- Electrical lighting and power reticulation to various building Infrastructure
- Electrical power supply to refrigerated container stacking areas
- Lighting of Quayside and operational areas
- Electrical reticulation to the Fuel Depots
- Medium voltage cable reticulation
- Low voltage power reticulation
- Medium Voltage Substations (including the specification of switchgear and protection equipment)
- Medium Voltage Miniature Substations (including the specification of switchgear and protection equipment)
- Motor Control Centre (including the specification of motor starters, motor protection equipment and electrical power supplies to various types of motors)
- Fire Detection Systems
- Building management control systems
- SCADA Control of Conveyors and other specialized equipment
- Variable Speed Drives for Various applications
- Pumping applications of Bulk Liquid
- Electrical Network modelling simulations
- High voltage network planning and studies
- System Automation
- Lightning protection
- Earth soil resistivity studies and simulations, including full earthing system design



Transnet National Ports Authority

- High Voltage overhead reticulation
- Standby generators
- Uninterrupted power supplies (UPS) and Battery Terminal Unit(BTU)
- Motors
- Cable location and fault finding to underground services
- Control and Instrumentation
- Energy Management Solutions
- Renewable Energy Designs
- Railway Infrastructure Engineering
- Secondary Plant (Protection, Telecontrol, Remote Terminal Units (RTU) design, inclusive of settings and programming where applicable)
- Communication Infrastructure (Optic Fibre, Copper and Wireless)

The scope of services will be detailed out in the Task Order issued by the *Employer*. The services are to be carried out in accordance with the applicable Clause 3 (Guideline Scope of Services) of the latest provisions of the guideline Scope of Service and Tariff of Fees for Persons Registered in terms of the Engineering Professions Act 2000, Published by the Engineering council of South Africa.

It is the *Consultant's* responsibility to ensure he is in possession and full knowledge of the contents of the latest issues of the Act.

The consultant shall ensure that all Technical Engineering activities and deliverables are prepared in compliance with Transnet's PLP methodology

6.2 Detailed General Scope of Professional Services Required (Electrical Engineering)

The consulting **electrical engineer** shall be an integrated member of the multidisciplinary professional team and his areas of responsibility as included in the Engineering Professions Act 2000, Published by the Engineering council of South Africa (and not limited to), shall be to achieve the following key deliverables on the Programme and the respective task orders:

- Report to the Engineering Manager and or *Employer's Agent* with respect to the Task Order.
- Review, familiarize and understand the proposed site including all constraints and environmental factors.
- Consult, advise, direct and interface with all members of the professional team with regards to electrical engineering expertise and develop the detailed electrical scope of works.
- Review, familiarise and understand the Architectural Language and operational requirements of the facilities to be provided as part of the project.
- Provide the Engineering team with all the power supply constraints at inception of the project.
- Prepare preliminary and conceptual designs, presentations, schematics, images and presentation for facilities of this project.
- Meet with stakeholders, develop schematic drawings into detail, and provide appropriate information to the professional team.

Transnet National Ports Authority

- Prepare calculations, computer simulations on electrical engineering elements.
- Prepare cost estimates at various stages of the project at the expected levels of accuracy.
- Prepare reports at the various stages of the projects to the professional team and other relevant stakeholders.
- Prepare detail designs relevant to the Task Order.
- Compile design reports for all phases of the project
- Undertake design coordination with all other designs from the professional team.
- Attend design reviews. Documented progress for the undertaken design items shall be produced as evidence for the reported status of the required tasks.
- Provide monthly forecasted works.
- Undertake and be available to execute SQUAD Checks at various stages of the project.
- Prepare comprehensive Approved for Construction Drawings and detail for tender and construction phase of project.
- Prepare NEC3 Contract works information and pricing information for incorporation into and the solicitation of tenders.
- Prepare various technical specifications for equipment and the works taking value engineering principles and fit for purpose solutions.
- Perform a value engineering review of the design.
- Prepare Bills of quantities and equipment lists where required.
- Attend gate reviews. A gate review is a process where the project deliverables will be presented to a panel of multidisciplinary professionals for auditing and approval of the project stage for funding.
- All Transnet Tender procedures and policies shall be applicable and adhered to at all times.
- Assist with the tendering process, selection and appointment of contractors as applicable.
- Assist in conducting a compulsory site clarification meeting for prospective contractors.
- Check correctness of submitted tenders.
- Assist the Employer's Procurement department with the evaluation of tenders and preparation of tender evaluation reports.
- Administer the construction contract on site.
- Ensure the appointed contractor/s works according to the statutory and safety regulations as well as provide the compulsory safety work plan for the execution of the construction works.
- Respond to engineering queries during tender.
- Provide Engineering supervision as per ECSA designer's role, construction monitoring normal services and additional services to ECSA Level 2 as stipulated in ECSA Reg.
- Perform any remaining engineering design related to changes that may be presented.
- Respond to all Field Engineering Queries (FEQ).
- Providing and signing-off the critical hold points for construction and fabrication works as and when required.

Transnet National Ports Authority

- Quality checks and approvals of FATs and SATs.
- Quality checks and approvals of the electrical installation and plant.
- Perform all quality control/management activities forming part of the project team which included reviewing of the quality control procedure and the construction method statement.
- Monitoring to ensure that construction services are undertaken as per designs.
- Update all software models and simulations studies.
- Witness the commissioning of the entire installation.
- Approve and re-measure all contractor's claims.
- Provide guidance, coaching and mentorship to Transnet junior staff.
- Assist the project team in resolving compensation events.
- Chair and or assist with Site Meetings and prepare and submit project site meeting minutes.
- Provide a suitably qualified electrical/electronic Clerk of Works to ensure quality standards are maintained.
- Attend all site meetings, project meetings, design coordination meetings and relevant client meetings.
- Assist the quantity surveyor in the monthly payment certificates for submission to client.
- Monitor integrity of technical, quality and performance aspects during construction and commissioning up to final handover stage.
- Prepare commissioning, pre-commissioning and handover reports.
- Prepare and issue ASBUILT documentation (PDF and native format), operational and maintenance manuals.
- Be proactive with the closing and handover of the electrical works to the operational staff.
- Any other reasonable works required to successfully deliver the project to the client on time, on budget, at the accepted quality.
- The Consultant shall adhere to all Transnet Engineering, Project Management and Documentation control procedures.
- Prepare drawings as per Transnet National Ports Authority drawing standards.
- As built and hand-over any model for electric and control systems, e.g. raceway models.
- Hand over all documentation including drawings in native file format.

6.3 Technical requirements

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

6.4 Ownership of Data, Designs and Documents

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

Transnet National Ports Authority

7 Facilities and equipment to be provided by the *Employer*

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

Annexure C2- Scope of Services for Engineering Management

1 ***Employer's objectives***

The *Employer's* objective is to enter into framework contracts to provide **Engineering Management** services anywhere in South Africa as and when instructed basis to serve TNPA emerging needs and requirements.

2 **Background**

- 2.1** The *Employer* has entered into a number of framework agreements with a small number of Consultants, following a competitive selection process, for the **engineering management services** for a term of 2 years, based on the NEC3 Professional Services Contract (Option G: Term Service).
- 2.2** The *Employer's* Agents requiring services falling within the scope of these contracts, may following the preparation of a Task Order:
- a) issue the Task Order in accordance with the terms of the framework contract to the *Consultant* who in their opinion is most suited to provide the service in the best interest of the *Employer*; or
 - b) where the terms of the framework contract require modification, or where considered desirable, request all *Consultants* who have framework contracts covering the required scope of work to submit quotations for the Task Order in terms of specific contract data which includes data which might modify the framework contract.
- 2.4** *Consultants* shall be issued with Task Orders to Provide the Services within the term of the framework contract, but may be invited within the term of such contracts to quote to Provide Services with a completion date beyond the term of the contract, in which case, the term will continue until services so instructed are completed.

3 **Management and start up**

3.1 Documentation control

The *Consultant* shall submit all documentation complying with the *Employer's* standards and requirements. The *Employer* will issue all relevant documentation to the *Employer*, but control, maintenance and handling of these documents will be the *Consultant's* sole responsibility and at its expense, and managed with a suitable document control system.

All documents issued to 3rd Party contractors and to the *Employer* must be submitted through the *Employer's* **Document Control Department**.

3.2 Health & Safety Requirements

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

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

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



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

- (i) The Compensation for Occupational Injuries and Diseases Act, no.130 of 1993. The *Consultant* shall produce proof of his registration and good standing with the Compensation Commissioner in terms of the Act and submit with his tender.
- (ii) Act 85 of 1993, Occupational Health and Safety Act.
- (iii) The Provisional Ordinances and Local Authority, by-laws and all relevant regulations framed there under.
- (iv) The *Consultant* and his employees shall have valid safety inductions when accessing or working on site. Copies of which shall be submitted to the *Employer's Agent*. This will be at a time and location Transnet will arrange. The *Consultant* must allow for this in his pricing.
- (v) All personnel working on site must have attended the Health and Safety induction course and be in possession of a permit to access the various sites.
- (vi) Any specific site, environmental and operational conditions.

Project Site Safety Statistics Spreadsheet

During the construction period of the *works* a monthly report will be submitted of all incidents and accidents to be filled in on the attached form marked "Annexure 3"

3.3 Environmental constraints and management

The *Consultant* shall provide a *Consultant's* Environmental Management Plan (CEMP) addressing all the potential impacts of his activities. The *Employer's Agent* has the right to request additional specific work method statements should in his opinion this be required.

The *Consultant* shall make good all damages to the environment to the satisfaction of the *Employer's Agent*.

The *Consultant* shall, at all times, comply with the statutes that prohibit pollution of any kind. These statutes are enacted in the following legislation:

- The National Environmental Management Act, 107/1998
- The Environmental Conservation Act, 73/1989; and
- The National Water Act, 36/1998

The *Consultant* shall appoint a responsible person to ensure that no incident shall occur on site that could cause pollution. Where the *Consultant* was negligent and caused any form of pollution the damage shall be rectified at the *Consultant's* cost.

3.4 Quality assurance requirements

The onus rests on the *Consultant* to produce work which will conform in quality and accuracy of detail to the requirements of the Task Orders and Specifications, and the *Consultant* must, at his own expense, institute a quality control system and provide experienced technical staff together with all transport, instruments and equipment to ensure adequate supervision and positive control of the works at all times.

The *Consultant* shall submit his proposed Quality Control Procedures (QCP) to the *Employer's Agent* for approval. Site Access will not be permitted until the QCP is to the *Employer's Agent* satisfaction.

3.5 Consultants management, supervision and key people

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

3.6 Insurance provided by the *Employer*

Procedures for making insurance claims can be obtained from the *Employer's Agent*.

3.7 Contract change management

The standard reporting forms that shall be used will be provided to the *Consultant*.

4 Procurement

4.1 People

4.1.1 BBBEE and preference scheme

Transnet supports the Government's BBBEE initiatives and encourages its suppliers to obtain accreditation by one of the Accreditation Agencies. Transnet would prefer their suppliers to have a BBBEE status at least a level 4 on the DTI Scorecard. Transnet therefore urges tenderers to have themselves accredited by one of the various Accreditation Agencies available, which agency must be SANAS accredited and who further do their BBBEE ratings in accordance with the latest DTI Codes of Good Practice.

4.1.2 Preferred sub-consultants

The *Consultant* shall not appoint or bring sub-consultants onto site without the prior approval of the *Employer's Agent*, and all sub-consultants will be required to conform to the requirements as set out herein as if they were employees of the *Consultant*.

The *Consultant* shall not deviate from the approved sub-consultant's list without prior approval of the *Employer's Agent*.

4.1.3 Sub-consultants documentation, and assessment of subcontract tenders

The *Consultant* shall appoint his sub-consultants on the basis of the NEC3 PSC Agreements, i.e. on the same terms and conditions applicable to the agreement between Transnet and the *Consultant*.

4.1.4 Attendance on sub-consultants

The *Consultant* shall ensure that the quality assurance requirements placed on him under this Contract are transferred into any sub-consultants.

4.1.5 Plant & Materials provided “free issue” by the *Employer*

No plant or materials are provided as “free issue” by the *Employer*

5 Management structures

- 5.1** The Task Orders shall indicate who the *Employer’s Agent* is. The *Employer’s Agent* is fully empowered to act on behalf of the *Employer* for the services covered by the Task Order.
- 5.2** The Task Orders will provide details of the scope of services to be provided and any special requirements to be met by the consultant.

6 Description of the services

6.1 The services that are required may involve one or a combination but not limited to the following:

- 6.1.1 Develop and Manage the estimation of man - hours to establish fee proposal. Evaluate fee proposal ensuring cost effectiveness.
- 6.1.2 Compile and Manage engineering schedule and confirm compliance to overall schedule. Overall schedule to be prepared by Project Support with input from Design team.
- 6.1.3 Collaborating with the various discipline leads regarding the specification of design deliverables (e.g. drawings, specifications, design criteria, technical reports and technical adjudications of contracts) to establish resource requirements.
- 6.1.4 Perform resourcing leveling and input into execution strategy. Input into the procurement package plan for projects in collaboration with project managers.
- 6.1.5 Develop hand over matrix.
- 6.1.6 Participate in technical tender evaluation.
- 6.1.7 Conduct regular technical review sessions during the design phases to confirm scope compliance.
- 6.1.8 Facilitate communication between Design Team and Project manager, Client and Stakeholder. Manages communication of project progress and status, including communication of assigned activities, with both internal and external project team members
- 6.1.9 Monitoring the progress of the engineering and design effort assigned to specific projects such that the project objectives are achieved on schedule and within budget at the appropriate quality. Verify status of percentage complete.
- 6.1.10 Facilitate and or participate in-depth drawing reviews of all designs documents including value engineering, constructability and HAZOP studies.
- 6.1.11 Obtain client signoff and establish design freeze. Verification of engineering technical documentation for tendering and construction. Arranging internal squad –checks of in-depth review of such documentation.
- 6.1.12 Manage technical scope creep and implement change control
- 6.1.13 Proactively recommending corrective strategies where needed to be best meet Transnet’s overall project objectives
- 6.1.14 Coordinate EPCM cost schedule estimates for the engineering inputs into projects and ensure proper management of such budgets
- 6.1.15 Manage Interface between the execution team and the design team.
- 6.1.16 Assumes the role of Employers’ Agent
- 6.1.17 Manage all technical query (FEQ’s) and request for information (RFI’s) and ensure they are responded to on agreed timeline
- 6.1.18 Manage client interphase at key points throughout project to ensure that engineering aspects are meeting client requirements.
- 6.1.19 Preparation of the engineering management plan, detailing engineering project status (EPS) including cost, schedule, risk, quality, capacity and utilization

- 6.1.20 Identify problematic projects that will require a deep dive by executive management. Facilitate deep dive exercise.
- 6.1.21 Compile and Validate engineering design management plan
- 6.1.22 Input into PSA's and PSR's
- 6.1.23 Approval of time sheets for internal and external technical resources.
- 6.1.24 Conduct and participate on Audit gate review readiness
- 6.1.25 Verify engineering project close out report
- 6.1.25 Conduct Engineering Lessons learnt.
- 6.1.26 Facilitate in-depth technical understanding of the product, checking technical accuracy of work throughout the life cycle of the project. (Via Technical team)
- 6.1.27 Facilitate in the collection of red line documentation and drawings
- 6.1.28 Manage compliance to hand over matrix.
- 6.1.29 Facilitate COC signoff
- 6.1.30 Facilitate the Engineering Design, progress meetings and produce minutes of the meeting
- 6.1.31 Compile and Consolidate the technical Scope of work for issue to the market
- 6.1.32 Translate the Business requirements to Technical Deliverable
- 6.1.33 Ensure that Engineering Deliverables are met as per the Project Lifecycle Process (PLP) in all phases of the project
- 6.1.34 The resources to manage the projects must be Professionally registered with ECSA as Professional Engineers

The scope of services will be detailed out in the Task Order issued by the *Employer*. The services are to be carried out in accordance with the applicable Clause 3 (Guideline Scope of Services) of the latest provisions of the guideline Scope of Service and Tariff of Fees for Persons Registered in terms of the Engineering Professions Act 2000, Published by the Engineering council of South Africa.

It is the *Consultant's* responsibility to ensure he/she is in possession and full knowledge of the contents of the latest issues of the Act.

6.2 Detailed General Scope of Professional Services Required

The consulting **Engineering Manager** shall be an integrated member of the multidisciplinary professional team and his areas of responsibility as included in the Engineering Professions Act 2000, Published by the Engineering council of South Africa (and not limited to), shall be to achieve the following key deliverables on the Programme and the respective task orders:

- Report to the Senior Engineering Manager and or Project Manager with respect to the Task Order.
- Review, familiarize and understand the proposed site including all constraints and environmental factors.
- Consult, advise, direct and interface with all members of the professional team with regards to engineering expertise and develop the detailed scope of works.
- Review, familiarize and understand the Architectural Language and operational requirements of the facilities to be provided as part of the project.
- Provide other Engineering disciplines with all key and critical requirements at inception of the project.
- Facilitate preparation of preliminary and conceptual designs, presentations, schematics, images and presentation for facilities of this project.
- Meet with stakeholders, facilitate development of schematic drawings into detail, and provide appropriate information to the professional team.
- Prepare estimates at various stages of the project at the expected levels of accuracy.

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- Prepare reports at the various stages of the projects to the professional team and other relevant stakeholders.
 - Facilitate Preparation of detail designs on all engineering elements.
 - Undertake design coordination with all other designs from the professional team.
 - Undertake and execute SQUAD Checks at various stages of the project.
 - Prepare comprehensive Approved for Construction Drawings and detail for tender and construction phase of project.
 - Prepare NEC3 Contract works information and pricing information for incorporation into and the solicitation of tenders.
 - Prepare various technical specifications and the works taking value engineering principles and fit for purpose solutions into consideration.
 - Facilitate preparation Bills of quantities.
 - All Transnet Tender procedures and policies shall be applicable and adhered to at all times.
 - Assist with the tendering process, selection and appointment of contractors as applicable.
 - Conduct a compulsory site clarification meeting for prospective contractors.
 - Check correctness of tenders.
 - Assist the Employer's Procurement department with the evaluation of tenders and preparation of tender evaluation reports.
 - Administer the construction contract on site
 - Ensure the appointed contractor/s works according to the statutory and safety regulations as well as provide the compulsory safety work plan for the execution of the construction works.
 - Chair and or assist with Site Meetings and prepare and submit project site meeting minutes.
 - Attend all site meetings, project meetings, design coordination meetings and relevant client meetings.
 - Assist the quantity surveyor in the monthly payment certificates for submission to client.
 - Monitor integrity of technical, quality and performance aspects during construction and commissioning up to final handover stage.
 - Prepare commissioning, pre-commissioning and handover reports.
 - Prepare ASBUILT documentation and maintenance manuals.
 - Be proactive with the closing and handover of the works to the operational staff.
 - Any other reasonable works required to successfully deliver the project to the client on time, on budget, at the accepted quality.
 - The Consultant shall adhere to all Transnet Engineering, Project Management and Documentation control procedures.
 - Hand over all documentation including drawings in native file format to Transnet document controller.

6.3 Technical requirements

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

6.4 Ownership of Data, Designs and Documents

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

7 Facilities and equipment to be provided by the *Employer*

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

Annexure C3- Scope of Services for Mechanical Engineering

1 *Employer's objectives*

The *Employer's* objective in entering into framework contracts to provide **mechanical engineering** anywhere in South Africa on an as and when instructed basis is to serve Transnet National Port Authority's emerging needs and requirements.

2 **Background**

- 2.1** The *Employer* has entered into a number of framework agreements with a small number of Consultants, following a competitive selection process, for the **mechanical engineering services** for a term of 2 years, based on the NEC3 Professional Services Contract (Option G: Term Service).
- 2.2** The *Employer's* Agents requiring services falling within the scope of these contracts, may following the preparation of a Task Order:
- a) issue the Task Order in accordance with the terms of the framework contract to the *Consultant* who in their opinion is most suited to provide the service in the best interest of the *Employer*; or
 - b) where the terms of the framework contract require modification, or where considered desirable, request all *Consultants* who have framework contracts covering the required scope of work to submit quotations for the Task Order in terms of specific contract data which includes data which might modify the framework contract.
- 2.4** *Consultants* shall be issued with Task Orders to Provide the Services within the term of the framework contract but may be invited within the term of such contracts to quote to Provide Services with a completion date beyond the term of the contract, in which case, the term will continue until services so instructed are completed.

3 **Management and start up**

3.1 **Documentation control**

The *Consultant* shall submit all documentation complying with the *Employer's* standards and requirements. The *Employer* will issue all relevant documentation to the *Employer*, but control, maintenance and handling of these documents will be the *Consultant's* sole responsibility and at its expense, and managed with a suitable document control system.

All documents issued to 3rd Party contractors and to the *Employer* must be submitted through the *Employer's* **Document Control Department**.

3.2 **Health & Safety Requirements**

The *Consultant* shall comply with the Health and Safety requirements contained in the HAS-STD-001 'Transnet Freight Rail Health and Safety and Procedural Compliance with the Occupational Health and Safety Act and Applicable Regulations' to this Works Information.

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

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

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

- (i) The Compensation for Occupational Injuries and Diseases Act, no.130 of 1993. The *Consultant* shall produce proof of his registration and good standing with the Compensation Commissioner in terms of the Act and submit with his tender.
- (ii) Act 85 of 1993, Occupational Health and Safety Act.
- (iii) The Provisional Ordinances and Local Authority, by-laws and all relevant regulations framed there under.
- (iv) The *Consultant* and his employees shall have valid safety inductions when accessing or working on site. Copies of which shall be submitted to the *Employer's Agent*. This will be at a time and location Transnet will arrange. The *Consultant* must allow for this in his pricing.
- (v) All personnel working on site must have attended the Health and Safety induction course and be in possession of a permit to access the various sites.
- (vi) Any specific site, environmental and operational conditions.

Project Site Safety Statistics Spreadsheet

During the construction period of the *works* a monthly report will be submitted of all incidents and accidents to be filled in on the attached form marked "Annexure 3"

3.3 Environmental constraints and management

The *Consultant* shall provide a *Consultant's* Environmental Management Plan (CEMP) addressing all the potential impacts of his activities. The *Employer's Agent* has the right to request additional specific work method statements should in his opinion this be required.

The *Consultant* shall make good all damages to the environment to the satisfaction of the *Employer's Agent*.

The *Consultant* shall, at all times, comply with the statutes that prohibit pollution of any kind. These statutes are enacted in the following legislation:

- The National Environmental Management Act, 107/1998
- The Environmental Conservation Act, 73/1989; and
- The National Water Act, 36/1998

The *Consultant* shall appoint a responsible person to ensure that no incident shall occur on site that could cause pollution. Where the *Consultant* was negligent and caused any form of pollution the damage shall be rectified at the *Consultant's* cost.

3.4 Quality assurance requirements

The onus rests on the *Consultant* to produce work which will conform in quality and accuracy of detail to the requirements of the Task Orders and Specifications, and the *Consultant* must, at his own expense, institute a quality control system and provide experienced technical staff together with all transport, instruments and equipment to ensure adequate supervision and positive control of the works at all times.



The *Consultant* shall submit his proposed Quality Control Procedures (QCP) to the *Employer's Agent* for approval. Site Access will not be permitted until the QCP is to the *Employer's Agent* satisfaction.

3.5 Consultants management, supervision and key people

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

3.6 Insurance provided by the Employer

Procedures for making insurance claims can be obtained from the *Employer's Agent*.

3.7 Contract change management

The standard reporting forms that shall be used will be provided to the *Consultant*.

4 Procurement

4.1 People

4.1.1 BBBEE and preference scheme

Transnet supports the Government's BBBEE initiatives and encourages its suppliers to obtain accreditation by one of the Accreditation Agencies. Transnet would prefer their suppliers to have a BBBEE status at least a level 4 on the DTI Scorecard. Transnet therefore urges tenderers to have themselves accredited by one of the various Accreditation Agencies available, which agency must be SANAS accredited and who further do their BBBEE ratings in accordance with the latest DTI Codes of Good Practice.

4.1.2 Preferred sub-consultants

The *Consultant* shall not appoint or bring sub-consultants onto site without the prior approval of the *Employer's Agent*, and all sub-consultants will be required to conform to the requirements as set out herein as if they were employees of the *Consultant*.

The *Consultant* shall not deviate from the approved sub-consultant's list without prior approval of the *Employer's Agent*.

4.1.3 Sub-consultants documentation, and assessment of subcontract tenders

The *Consultant* shall appoint his sub-consultants on the basis of the NEC3 PSC Agreements, i.e. on the same terms and conditions applicable to the agreement between Transnet and the *Consultant*.

4.1.4 Attendance on sub-consultants

The *Consultant* shall ensure that the quality assurance requirements placed on him under this Contract are transferred into any sub-consultants.

4.1.5 Plant & Materials provided "free issue" by the Employer

No plant or materials are provided as “free issue” by the *Employer*

5 Management structures

- 5.1 The Task Orders shall indicate who the *Employer's Agent* is. The *Employer's Agent* is fully empowered to act on behalf of the *Employer* for the services covered by the Task Order.
- 5.2 The Task Orders will provide details of the scope of services to be provided and any special requirements to be met by the consultant.

6 Description of the services

- 6.1 The services that are required may involve one or a combination of the following:
1. Provision of detailed designs for Heating, Ventilation and Air-conditioning for Buildings including detailed specifications
 2. Specifications of Lifts, escalators and specialized lifts for buildings
 3. Refrigeration for Cold Rooms
 4. Provision of design for Fire Detection, suppression and Protection including a fire fighting rational design for buildings and ports including detailed specifications
 5. Provision of fire sprinkler system including detailed specification for large ware houses
 6. Water reticulation services to kitchens, geysers, ablutions etc
 7. Water reticulation system including underground reticulation and equipment for the port
 8. Provision of Fire Gas services
 9. Design of Pumping Equipment and Stations including associated piping and detailed specifications.
 10. Cranes and specialized Port Lifting Equipment
 11. Compressed Air Reticulation
 12. Lubrication System and Oil recovery Systems
 13. Port Specialized Equipment Engineering & Specifications
 14. Wash bay specialised equipment and specifications
 15. General Hauling and Lifting Vehicles in the Ports Environment (Straddle Carriers, Reach Stackers, Hysters, Trailers and multi wheeled haulers, Rubber tyre Gantry Cranes, etc
 16. Diesel prime movers for pumps and generators
 17. Bulk Material Handling Equipment including conveyor systems, scraper re-claimers and stacker re-claimers, etc
 18. Pollution control and equipment
 19. Piping engineering (including networks and systems)
 20. Process engineering
 21. Finite element analysis of tanks, structures, piing, etc.
 22. Fuel pump stations
 23. Signalling turnout and other electro-mechanical components
 24. Dust suppression and management
 25. Destructive testing appointment of AIA
 26. Provision of de-ionised water system with associated piping and detailed specifications

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27. Provision of grey water system, associated equipment, piping and specifications
 28. Factory acceptance tests for Mechanical Equipment
 29. Commissioning and testing of mechanical system
 30. Detailed equipment schedule and specifications of systems/ equipment
 31. Detailed works information in line with the project contract
 32. Detailed priced bill of quantities

The furnishing of all technical expertise, labour component, materials and devices for the provision of consulting mechanical engineering services for Transnet Ports Authority.

The scope of services will be detailed out in the Task Order issued by the *Employer*. The services are to be carried out in accordance with the applicable Clause 3 (Guideline Scope of Services) of the latest provisions of the guideline Scope of Service and Tariff of Fees for Persons Registered in terms of the Engineering Professions Act 2000, Published by the Engineering council of South Africa.

It is the *Consultant's* responsibility to ensure he is in possession and full knowledge of the contents of the latest issues of the Act.

6.2 Detailed General Scope of Professional Services Required (Mechanical Engineering)

The consulting **mechanical engineer** shall be an integrated member of the multidisciplinary professional team and his areas of responsibility as included in the Engineering Professions Act 2000, Published by the Engineering council of South Africa (and not limited to), shall be to achieve the following key deliverables on the Programme and the respective task orders:

- Report to the Engineering Manager and or Project Manager with respect to the Task Order.
- Review, familiarize and understand the proposed site including all constraints and environmental factors.
- Consult, advise, direct and interface with all members of the professional team with regards to mechanical engineering expertise and develop the detailed mechanical scope of works.
- Review, familiarize and understand the Architectural Language and operational requirements of the facilities to be provided as part of the project.
- Provide other Engineering disciplines with all key and critical requirements at inception of the project.
- Prepare preliminary and conceptual designs, presentations, schematics, images and presentation for facilities of this project.
- Meet with stakeholders, develop schematic drawings into detail, and provide appropriate information to the professional team.
- Prepare calculations, computer simulations on mechanical engineering elements.
- Prepare estimates at various stages of the project at the expected levels of accuracy.
- Prepare reports at the various stages of the projects to the professional team and other relevant stakeholders.
- Prepare detail designs on all mechanical engineering elements.
- Undertake design coordination with all other designs from the professional team.
- Undertake and be available to execute SQUAD Checks at various stages of the project.

- Prepare comprehensive Approved for Construction Drawings and detail for tender and construction phase of project.
- Prepare NEC3 Contract works information and pricing information for incorporation into and the solicitation of tenders.
- Prepare various technical specifications for equipment and the works taking value engineering principles and fit for purpose solutions.
- Prepare Bills of quantities and equipment lists where required.
- All Transnet Tender procedures and policies shall be applicable and adhered to at all times.
- Assist with the tendering process, selection and appointment of contractors as applicable.
- Conduct a compulsory site clarification meeting for prospective contractors.
- Check correctness of tenders.
- Assist the Employer's Procurement department with the evaluation of tenders and preparation of tender evaluation reports.
- Administer the construction contract on site
- Ensure the appointed contractor/s works according to the statutory and safety regulations as well as provide the compulsory safety work plan for the execution of the construction works.
- Chair and or assist with Site Meetings and prepare and submit project site meeting minutes.
- Provide a suitably qualified mechanical Clerk of Works to ensure quality standards are maintained.
- Attend all site meetings, project meetings, design coordination meetings and relevant client meetings.
- Assist the quantity surveyor in the monthly payment certificates for submission to client.
- Monitor integrity of technical, quality and performance aspects during construction and commissioning up to final handover stage.
- Prepare commissioning, pre-commissioning and handover reports.
- Prepare ASBUILT documentation and maintenance manuals.
- Be proactive with the closing and handover of the electrical works to the operational staff.
- Any other reasonable works required to successfully deliver the project to the client on time, on budget, at the accepted quality.
- The Consultant shall adhere to all Transnet Engineering, Project Management and Documentation control procedures.
- Prepare drawings as per Transnet Freight Rail RMEs' drawing standards.
- Hand over all documentation including drawings in native file format.

6.3 Technical requirements

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

6.4 Ownership of Data, Designs and Documents

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

7 Facilities and equipment to be provided by the *Employer*

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



Annexure C4- Scope of Services for Electronic Security and ICT Services

1 ***Employer's objectives***

The *Employer's* objective in entering into framework contracts to provide **ICT infrastructure and Electronic Security systems** services anywhere in South Africa on an as and when instructed basis is to serve Transnet National Port Authority's emerging needs and requirements.

2 **Background**

- 2.1** The *Employer* intends to enter into a number of framework agreements with a small number of Service Providers, following a competitive selection process for the above mentioned **services** for a term of 2 years, based on the NEC3 Professional Services Contract (Option G: Term Service).
- 2.2** The *Employer's Agents* requiring services falling within the scope of these contracts, may following the preparation of a Task Order:
- a) issue the Task Order in accordance with the terms of the framework contract to the *Consulting engineer* who in their opinion is most suited to provide the service in the best interest of the *Employer*; or
 - b) where the terms of the framework contract require modification, or where considered desirable, request all *Consultants* who have framework contracts covering the required scope of work to submit quotations for the Task Order in terms of specific contract data which includes data which might modify the framework contract.
- 2.4** *Consultants* shall be issued with Task Orders to Provide the Services within the term of the framework contract, but may be invited within the term of such contracts to quote to Provide Services with a completion date beyond the term of the contract, in which case, the term will continue until services so instructed are completed.

3 **Management and start up**

3.1 **Documentation control**

The *Consultant* shall submit all documentation complying with the *Employer's* standards and requirements. The *Employer* will issue all relevant documentation to the *Employer*, but control, maintenance and handling of these documents will be the *Consultant's* sole responsibility and at its expense, and managed with a suitable document control system.

All documents issued to 3rd Party contractors and to the *Employer* must be submitted through the *Employer's Document Control Department*.

3.2 **Health & Safety Requirements**

The *Consultant* shall comply with the Health and Safety requirements contained in the HAS-STD-001 'Transnet Freight Rail Health and Safety and Procedural Compliance with the Occupational Health and Safety Act and Applicable Regulations' to this Works Information.

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

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

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

- (i) The Compensation for Occupational Injuries and Diseases Act, no.130 of 1993. The *Consultant* shall produce proof of his registration and good standing with the Compensation Commissioner in terms of the Act and submit with his tender.
- (ii) Act 85 of 1993, Occupational Health and Safety Act.
- (iii) The Provisional Ordinances and Local Authority, by-laws and all relevant regulations framed there under.
- (iv) The *Consultant* and his employees shall have valid safety inductions when accessing or working on site. Copies of which shall be submitted to the *Employer's Agent*. This will be at a time and location Transnet will arrange. The *Consultant* must allow for this in his pricing.
- (v) All personnel working on site must have attended the Health and Safety induction course and be in possession of a permit to access the various sites.
- (vi) Any specific site, environmental and operational conditions.

Project Site Safety Statistics Spreadsheet

During the construction period of the *works* a monthly report will be submitted of all incidents and accidents to be filled in on the attached form marked "**Annexure 3**"

3.3 Environmental constraints and management

The *Consultant* shall provide a *Consultant's* Environmental Management Plan (CEMP) addressing all the potential impacts of his activities. The *Employer's Agent* has the right to request additional specific work method statements should in his opinion this be required.

The *Consultant* shall make good all damages to the environment to the satisfaction of the *Employer's Agent*.

The *Consultant* shall, at all times, comply with the statutes that prohibit pollution of any kind. These statutes are enacted in the following legislation:

- The National Environmental Management Act, 107/1998
- The Environmental Conservation Act, 73/1989; and
- The National Water Act, 36/1998

The *Consultant* shall appoint a responsible person to ensure that no incident shall occur on site that could cause pollution. Where the *Consultant* was negligent and caused any form of pollution the damage shall be rectified at the *Consultant's* cost.

3.4 Quality assurance requirements

The onus rests on the *Consultant* to produce work which will conform in quality and accuracy of detail to the requirements of the Task Orders and Specifications, and the *Consultant* must, at his own expense, institute a quality control system and provide experienced technical staff together with all transport, instruments and equipment to ensure adequate supervision and positive control of the works at all times.

The *Consultant* shall submit his proposed Quality Control Procedures (QCP) to the *Employer's Agent* for approval. Site Access will not be permitted until the QCP is to the *Employer's Agent* satisfaction.

3.5 *Consultant's* management, supervision and key people

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

The *Employer's* agent shall approve all key resources mobilised on the task order.

3.6 Insurance provided by the *Employer*

Procedures for making insurance claims can be obtained from the *Employer's Agent*.

3.7 Contract change management

The standard reporting forms that shall be used will be provided to the *Consultant*.

4 Procurement

4.1 People

4.1.1 BBBEE and preference scheme

Transnet supports the Government's BBBEE initiatives and encourages its suppliers to obtain accreditation by one of the Accreditation Agencies. Transnet would prefer their suppliers to have a BBBEE status at least a level 4 on the DTI Scorecard. Transnet therefore urges tenderers to have themselves accredited by one of the various Accreditation Agencies available, which agency must be SANAS accredited and who further do their BBBEE ratings in accordance with the latest DTI Codes of Good Practice.

4.1.2 Preferred sub-consultants

The *Consultant* shall not appoint or bring sub-consultants onto site without the prior approval of the *Employer's Agent*, and all sub-consultants will be required to conform to the requirements as set out herein as if they were employees of the *Consultant*.

The *Consultant* shall not deviate from the approved sub-consultant's list without prior approval of the *Employer's Agent*.

4.1.3 Sub-consultants documentation, and assessment of sub-consultant tenders

The *Consultant* shall appoint his sub-consultants on the basis of the NEC3 PSC agreements, i.e. on the same terms and conditions applicable to be agreement between Transnet and the *Consultant*.

4.1.4 Attendance on sub-consultants

The *Consultant* shall ensure that the quality assurance requirements placed on him under this Contract are transferred into any sub-consultants.

4.1.5 Plant & Materials provided "free issue" by the *Employer*

No plant or materials are provided as "free issue" by the *Employer*

5 Management structures

- 5.1 The Task Orders shall indicate who the *Employer's Agent* is. The *Employer's Agent* is fully empowered to act on behalf of the *Employer* for the services covered by the Task Order.
- 5.2 The Task Orders will provide details of the scope of services to be provided and any special requirements to be met by the consultant.

6 Description of the services

6.1 Specialist Scope of Services

The services that are required may involve design, feasibility studies and/or project engineering work in one or a combination of the following areas:

- Electronic Security Systems (i.e. CCTV, Access Control, Intruder Detection)
- ICT Network Infrastructure (Data Reticulation etc.)
- Public Address Systems
- Tele-communication Reticulation
- Testing, inspection and commissioning.

6.2 Deliverables

The activities and deliverables expected from the contracted entity shall include, but is not limited to:

- a. Perform Detailed designs and calculations. The native software files for any detailed design calculations undertaken in software programmes shall also be provided to the *Employer* for verification purposes. Accepted software programmes for detailed designs and calculation purposes shall include, but are not limited to, AutoCAD.
- b. FAT and SAT tests, including the provision of certificates for the equipment. Data sheets and associated detailed specifications of equipment.
- c. Operations and maintenance manuals.
- d. As-built drawings in hard and soft copies ('dwg' and 'PDF' formats.)
- e. Any other as-built documentation as required by the *Employer*.
- f. Other information required for the completion of engineering design reviews.
- g. Critical and routine spare part lists.
- h. Equipment guarantees/warranties.
- i. Cable schedules.
- j. Applicable systems software and licenses, including all final programming of equipment on CD-ROMs.
- k. Testing and measuring equipment calibration certificates.
- l. Electrical Load schedules



- m. Bills of Material
- n. Certificate of Compliance where applicable
- o. Patching Schedule
- p. Equipment lists
- q. Equipment data sheets
- r. Schedule of IP addresses, switch ports used, PoE on and off, etc.
- s. Specification of software.
- t. Drawing Register
- u. Document Register
- v. Configuration documents
- w. Review and validate FEL-2/FEL-1 reports deliverables
- x. Perform Site investigations and site surveys and provide reports
- y. Design basis or Criteria documents
- z. Design reports
- aa. Technical Specifications
- bb. Integration specification
- cc. Scope of works documents
- dd. Prepare Drawings
 - Floor layout drawings for the various systems
 - P&IDs where applicable
 - Network architecture drawings
 - Schematic drawings
 - Panel layouts
 - Cable management drawings
 - Pole designs
 - Process and instrumentation diagrams
- ee. Material take off's/ Bill of quantities
- ff. Develop basic engineering sufficient to issue tender documentation
- gg. Review constructability of designs and design changes
- hh. Prepare tender documentation and examine tenders received where required by the Employer

The furnishing of all technical expertise, labour component, materials and devices for the provision of consulting engineering services for Transnet National Ports Authority.

The scope of services will be detailed out in the Task Order issued by the *Employer*. The services are to be carried out in accordance with the applicable Clause 3 (Guideline Scope of Services) of the latest provisions of the guideline Scope of Service and Tariff of Fees for Persons Registered in terms of the Engineering Professions Act 2000, Published by the Engineering council of South Africa.

It is the *Consultant's* responsibility to ensure he is in possession and full knowledge of the contents of the latest issues of the Act.

The consultant shall ensure that all Technical Engineering activities and deliverables are prepared in compliance with Transnet's PLP methodology.

6.2 Detailed General Scope of Professional Services Required (Systems Automation, including ICT and Security Systems)

The consulting **engineer** shall be an integrated member of the multidisciplinary professional team and his areas of responsibility as included in the Engineering Professions Act 2000, Published by the Engineering council of South Africa (and not limited to), shall be to achieve the following key deliverables on the Programme and the respective task orders:

- Report to the Engineering Manager and or *Employer's Agent* with respect to the Task Order.
- Review, familiarize and understand the proposed site including all constraints and environmental factors.
- Review, familiarise and understand the Architectural Language and operational requirements of the facilities to be provided as part of the project.
- Prepare preliminary and conceptual designs, presentations, schematics, images and presentation for facilities of this project.
- Meet with stakeholders, develop schematic drawings into detail, and provide appropriate information to the professional team.
- Prepare estimates at various stages of the project at the expected levels of accuracy.
- Prepare reports at the various stages of the projects to the professional team and other relevant stakeholders.
- Undertake design coordination with all other designs from the professional team.
- Undertake and be available to execute SQUAD Checks at various stages of the project.
- Prepare comprehensive Approved for Construction Drawings and detail for tender and construction phase of project.
- Prepare NEC3 Contract works information and pricing information for incorporation into and the solicitation of tenders.
- Prepare various technical specifications for equipment and the works taking value engineering principles and fit for purpose solutions.
- Prepare Bills of quantities and equipment lists where required.
- All Transnet Tender procedures and policies shall be applicable and adhered to at all times.
- Assist with the tendering process, selection and appointment of contractors as applicable.
- Assist in conducting a compulsory site clarification meeting for prospective contractors.
- Check correctness of submitted tenders.
- Assist the Employer's Procurement department with the evaluation of tenders and preparation of tender evaluation reports.



- Ensure the appointed contractor/s works according to the statutory and safety regulations as well as provide the compulsory safety work plan for the execution of the construction works.
- Any other reasonable works required to successfully deliver the project to the client on time, on budget, at the accepted quality.
- The Consultant shall adhere to all Transnet Engineering, Project Management and Documentation control procedures.
- Prepare drawings as per Transnet drawing standards.
- Hand over all documentation including drawings in native file format.

6.3 Technical requirements

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

6.4 Ownership of Data, Designs and Documents

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

7 Facilities and equipment to be provided by the Employer

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

Annexure C5- Scope of Services for Architectural Services

1 ***Employer's objectives***

The *Employer's* objective in entering into framework contracts to provide professional **architectural services** anywhere in South Africa on an as and when instructed basis is to serve Transnet National Ports Authority emerging needs and requirements.

2 **Background**

- 2.1 The *Employer* has entered into a number of framework agreements with a small number of Consultants, following a competitive selection process, for the **architectural services** for a term of 2 years, based on the NEC3 Professional Services Contract (Option G: Term Service).
- 2.2 The *Employer's Agents* requiring services falling within the scope of these contracts, may following the preparation of a Task Order:
- a) issue the Task Order in accordance with the terms of the framework contract to the *Consultant* who in their opinion is most suited to provide the service in the best interest of the Employer; or
 - b) where the terms of the framework contract require modification, or where considered desirable, request all *Consultants* who have framework contracts covering the required scope of work to submit quotations for the Task Order in terms of specific contract data which includes data which might modify the framework contract.
- 2.4 *Consultants* shall be issued with Task Orders to Provide the Services within the term of the framework contract, but may be invited within the term of such contracts to quote to Provide Services with a completion date beyond the term of the contract, in which case, the term will continue until services so instructed are completed.

3 **Management and start up**

3.1 **Documentation control**

The *Consultant* shall submit all documentation complying with the *Employer's* standards and requirements. The *Employer* will issue all relevant documentation to the *Employer*, but control, maintenance and handling of these documents will be the *Consultant's* sole responsibility and at its expense, and managed with a suitable document control system.

All documents issued to 3rd Party contractors and to the *Employer* must be submitted through the *Employer's Document Control Department*.

3.2 **Health & Safety Requirements**

The *Consultant* shall comply with the Health and Safety requirements contained in the HAS-STD-001 'Transnet National Ports Authority Health and Safety and Procedural Compliance with the Occupational Health and Safety Act and Applicable Regulations' to this Works Information.

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

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

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

- (i) The Compensation for Occupational Injuries and Diseases Act, no.130 of 1993. The *Consultant* shall produce proof of his registration and good standing with the Compensation Commissioner in terms of the Act and submit with his tender.
- (ii) Act 85 of 1993, Occupational Health and Safety Act.
- (iii) The Provisional Ordinances and Local Authority, by-laws and all relevant regulations framed there under.
- (iv) The *Consultant* and his employees shall have valid safety inductions when accessing or working on site. Copies of which shall be submitted to the *Employer's Agent*. This will be at a time and location Transnet will arrange. The *Consultant* must allow for this in his pricing.
- (v) All personnel working on site must have attended the Health and Safety induction course and be in possession of a permit to access the various sites.
- (vi) Any specific site, environmental and operational conditions.

Project Site Safety Statistics Spreadsheet

During the construction period of the *works* a monthly report will be submitted of all incidents and accidents to be filled in on the attached form marked “**Annexure 3**”

3.3 Environmental constraints and management

The *Consultant* shall provide a *Consultant's* Environmental Management Plan (CEMP) addressing all the potential impacts of his activities. The *Employer's Agent* has the right to request additional specific work method statements should in his opinion this be required.

The *Consultant* shall make good all damages to the environment to the satisfaction of the *Employer's Agent*.

The *Consultant* shall, at all times, comply with the statutes that prohibit pollution of any kind. These statutes are enacted in the following legislation:

- The National Environmental Management Act, 107/1998
- The Environmental Conservation Act, 73/1989; and
- The National Water Act, 36/1998

The *Consultant* shall appoint a responsible person to ensure that no incident shall occur on site that could cause pollution. Where the *Consultant* was negligent and caused any form of pollution the damage shall be rectified at the *Consultant's* cost.

3.4 Quality assurance requirements

The onus rests on the *Consultant* to produce work which will conform in quality and accuracy of detail to the requirements of the Task Orders and Specifications, and the *Consultant* must, at his own expense, institute a quality control system and provide experienced technical staff together with all transport, instruments and equipment to ensure adequate supervision and positive control of the works at all times.

The *Consultant* shall submit his proposed Quality Control Procedures (QCP) to the *Employer's Agent* for approval. Site Access will not be permitted until the QCP is to the *Employer's Agent* satisfaction.

3.5 Consultant's management, supervision and key people

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

3.6 Insurance provided by the Employer

Procedures for making insurance claims can be obtained from the *Employer's Agent*.

3.7 Contract change management

The standard reporting forms that shall be used will be provided to the *Consultant*.

4 Procurement

4.1 People

4.1.1 BBBEE and preference scheme

Transnet supports the Government's BBBEE initiatives and encourages its suppliers to obtain accreditation by one of the Accreditation Agencies. Transnet would prefer their suppliers to have a BBBEE status at least a level 4 on the DTI Scorecard. Transnet therefore urges tenderers to have themselves accredited by one of the various Accreditation Agencies available, which agency must be SANAS accredited and who further do their BBBEE ratings in accordance with the latest DTI Codes of Good Practice.

4.1.2 Preferred sub-consultants

The *Consultant* shall not appoint or bring sub-consultants onto site without the prior approval of the *Employer's Agent*, and all sub-consultants will be required to conform to the requirements as set out herein as if they were employees of the *Consultant*.

The *Consultant* shall not deviate from the approved sub-consultants list without prior approval of the *Employer's Agent*.

4.1.3 Sub-consultants documentation, and assessment of sub-consultant tenders

The *Consultant* shall appoint his sub-consultants on the basis of the NEC3 PSC Agreements, i.e. on the same terms and conditions applicable to the agreement between Transnet and the *Consultant*.

4.1.4 Attendance on sub-consultants

The *Consultant* shall ensure that the quality assurance requirements placed on him under this Contract are transferred into any sub-consultants.

4.1.5 Plant & Materials provided "free issue" by the Employer

No plant or materials are provided as "free issue" by the *Employer*

5 Management structures

- 5.1** The Task Orders shall indicate who the *Employer's Agent* is. The *Employer's Agent* is fully empowered to act on behalf of the *Employer* for the services covered by the Task Order. The *Employer's Agent* will accept, or not accept, the *Consultant's* assessment of the amount due in terms of the contract.
- 5.2** The Task Orders will provide details of the services that are sought or a site which is to be investigated including access to the site and the extent of the investigation that is required, and any special requirements relating to health and safety.

6 Description of the services

- 6.1** The architectural services that the architectural professional and architectural team shall be expected to perform, shall include full or partial services as per the standard stages of architectural services listed by SACAP (Stage 1 to Stage 6) as follows:
- | | | |
|------------------|---|-------------------------------|
| Stage One | : | Inception |
| Stage Two | : | Concept and viability |
| Stage Three | : | Design Development |
| Stage Four (4.1) | : | Documentation and Procurement |
| Stage Four (4.2) | : | Construction drawings |
| Stage Five | : | Construction |
| Stage Six | : | Close out |

6.1.1 The building and facility complexes

The buildings and facility complexes may include buildings of simple, medium or high complexity, and not limited to the following types of buildings:

- a) Administration buildings
- b) Workers Facilities
- c) Industrial Workshops
- d) Storage buildings and Warehouses
- e) Medical Clinics
- f) Mess and Ablution Facilities for staff
- g) Canteen and kitchen Facility
- h) Gymnasium and sports hall
- i) Auditorium and multi-purpose halls
- j) Substations
- k) Fire Stations
- l) Pump Stations
- m) Pollution Control Buildings
- n) Control and Operational Centres
- o) Logistics Hub facility
- p) Parking Garages
- q) Fire monitor towers
- r) Navigational towers
- s) Light houses
- t) Control towers
- u) Railway station
- v) Entrance facilities
- w) Security kiosks
- x) Staff Accommodation

6.1.2 Specialised and additional Architectural Services may include:

- 1. Rational Design and Green Star Design (Green Star rating of 4,5,6)
- 2. Town planning or Urban Design
- 3. Assisting with Master planning and Spatial Planning
- 4. Interior designer: Interior Design and selection of furnishings and fittings
- 5. Landscape Architect and Design

6. Purpose made items; Ergonomics, furniture and fittings
7. Equipment, operations and plant layouts
8. Heritage Practitioner: Heritage Reports, submissions and the refurbishment of heritage buildings
9. Artistic Impressions, promotional material and 3 D experiences /walk through
10. BIM; facilities and asset management
11. Mentorship

The architect shall furnish the required technical expertise, labour component, materials and devices for the provision of consulting architectural services for Transnet National Ports Authority.

The scope of services will be detailed out in the Task Order issued by the *Employer*. The services are to be carried out in accordance with the applicable clauses of the Architects Professions Act 44 of 2000, Published by the South African Council for the Architectural Profession.

It is the *Consultant's* responsibility to ensure he is in possession and full knowledge of the contents of the latest issues of the Act.

6.2 Detailed General Scope of Professional Services Required (Architectural)

The consulting architectural professional shall be an integrated member of the multi-disciplinary professional team and the areas of responsibility as contemplated by the Architects Professions Act 2000 (as published by the South African Council for Architectural Profession), National Building Regulations and Standards Act and SANS 10400; shall be to achieve the following key deliverables on the Programme and the respective task orders:

- Report to the Engineering Manager and or *Employer's Agent* with respect to the Task Order.
- Review, familiarize and understand the proposed site including all constraints and environmental factors.
- Consult, advise, direct and interface with all members of the professional team with regards to architectural expertise
- Develop the detailed architectural and building scope of works.
- Review, understand and document the operational requirements of the facilities to be provided as part of the project.
- Prepare preliminary and conceptual designs, presentations, schematics, images and presentation for facilities of this project.
- Meet with stakeholders, develop schematic drawings into detail, and provide appropriate information to the professional team.
- Prepare design development calculations, technical details, material specifications
- Consult with local authority, building plan submission and approval requirements
- Prepare documentation and submit necessary documentation and drawings for local authority approvals
- Assist in preparation of estimates at various stages of the project at the expected levels of accuracy.
- Prepare reports at the various stages of the projects to the professional team and other relevant stakeholders.
- Prepare detail designs on all architectural elements.
- Undertake design and technical coordination with all other designs from the professional team.

- Undertake and be available to execute Design reviews and Squad Checks at various stages of the project.
- Prepare comprehensive Approved for Construction Drawings and detail for tender and construction phase of project.
- Assist in preparation of NEC3 Contract works information and pricing information for incorporation into and the solicitation of tenders.
- Ensure value engineering principles and fit for purpose solutions.
- Assist in the preparation Bills of quantities and equipment lists where required.
- All Transnet Tender procedures and policies shall be applicable and adhered to at all times.
- Assist with the tendering process, selection and appointment of contractors as applicable.
- Conduct a compulsory site clarification meeting for prospective contractors.
- Check correctness of tenders.
- Assist the Employer's Procurement department with the evaluation of tenders and preparation of tender evaluation reports.
- Assist with the administration of the construction contract on site.
- Ensure the appointed contractor/s works according to the statutory and safety regulations as well as provide the compulsory safety work plan for the execution of the construction works.
- Provide a suitably qualified architectural Site Supervisor to ensure quality standards are maintained.
- Attend all site meetings, project meetings, design coordination meetings and relevant client meetings; value engineering meetings; project review meetings and risk assessments as required by the *Employer* or *Project Manager*.
- Assist the *Project Manager* in the monthly payment certificates for submission to client.
- Monitor integrity of technical, quality and performance aspects during construction and commissioning up to final handover stage.
- Prepare commissioning, pre-commissioning and handover reports.
- Prepare AS-BUILT documentation and maintenance manuals.
- Be proactive with the closing and handover of the architectural works to the operational staff.
- Any other reasonable works required to successfully deliver the project to the client on time, on budget, at the accepted quality.
- The Consultant shall adhere to all Transnet National Port Authority Engineering, Project Management and Documentation control procedures.
- Prepare drawings as per Transnet National Port Authority drawing standards.
- Hand over all documentation with a consolidated drawing index, and include drawings and reports in pdf and native file format.

6.3 Technical requirements

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

6.4 Ownership of Data, Designs and Documents

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

7 Facilities and equipment to be provided by the *Employer*

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



Annexure C6 – Scope of Services for **Civil Engineering**

1 ***Employer's objectives***

The Employer's objective in entering into framework contracts to provide civil engineering anywhere in South Africa on an as and when instructed basis is to serve Transnet National Ports Authority's' emerging needs and requirements.

2 **Background**

2.1 The *Employer* has entered into a number of framework agreements with a small number of Service Providers, following a competitive selection process for the **civil engineering services** for a term of 2 years, based on the NEC3 Professional Services Contract (Option G: Term Service).

2.2 The *Employer's Agents* requiring services falling within the scope of these contracts, may following the preparation of a Task Order:

- a) issue the Task Order in accordance with the terms of the framework contract to the *Consulting Engineer* who in their opinion is most suited to provide the service in the best interest of the *Employer*; or
- b) where the terms of the framework contract require modification or, where considered desirable, request all *Consultants* who have framework contracts covering the required scope of work to submit quotations for the Task Order in terms of specific contract data which includes data which might modify the framework contract.

2.3 *Consultants* shall be issued with Task Orders to Provide the Services within the term of the framework contract, but may be invited within the term of such contracts to quote to Provide Services with a completion date beyond the term of the contract, in which case, the term will continue until services so instructed are completed.

3 **Management and start up**

3.1 **Documentation control**

The *Consultant* shall submit all documentation complying with the *Employer's* standards and requirements. The standards and requirements shall be detailed in the specific task order. The *Consultant* will issue all relevant documentation to the *Employer*, but control, maintenance and handling of these documents will be the *Consultant's* sole responsibility and at its expense, and managed with a suitable document control system.

All documents issued to 3rd Party contractors and to the *Employer* must be submitted through the *Employer's* Document Control Department.

3.2 **Health & Safety Requirements**

The *Consultant* shall comply with the Health and Safety requirements contained in the HAS-STD-001 'Transnet Capital Projects Health and Safety and Procedural Compliance with the Occupational Health and Safety Act and Applicable Regulations' to this Works Information.

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

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

The *Consultant* shall, in particular, comply with the following:

- (i) The Compensation for Occupational Injuries and Diseases Act, no.130 of 1993. The *Consultant* shall produce proof of his registration and good standing with the Compensation Commissioner in terms of the Act and submit with his tender.
- (ii) Act 85 of 1993, Occupational Health and Safety Act.
- (iii) The Provisional Ordinances and Local Authority, by-laws and all relevant regulations framed there under.
- (iv) The *Consultant* and his employees shall have valid safety inductions when accessing or working on site. Copies of which shall be submitted to the *Employer's Agent*. This will be at a time and location Transnet will arrange. The *Consultant* must allow for this in his pricing.
- (v) All personnel working on site must have attended the Health and Safety induction course and be in possession of a permit to access the various sites.
- (vi) Any specific site, environmental and operational conditions.
- (vii) During the execution period of the *works* a monthly report will be submitted of all incidents and accidents to be filled in on the attached form marked "Annexure 3"

3.3 Environmental constraints and management

The *Consultant* shall provide a *Consultant's* Environmental Management Plan (CEMP) addressing all the potential impacts of his activities. The *Employer's Agent* has the right to request additional specific work method statements should in his opinion this be required.

The *Consultant* shall make good all damages to the environment to the satisfaction of the *Employer's Agent*.

The *Consultant* shall, at all times, comply with the statutes that prohibit pollution of any kind. These statutes are enacted in the following legislation:

- The National Environmental Management Act, 107/1998
- The Environmental Conservation Act, 73/1989; and
- The National Water Act, 36/1998

The *Consultant* shall appoint a responsible person to ensure that no incident shall occur on site that could cause pollution. Where the *Consultant* was negligent and caused any form of pollution the damage shall be rectified at the *Consultant's* cost.

3.4 Quality assurance requirements

The onus rests on the *Consultant* to produce work which will conform in quality and accuracy of detail to the requirements of the Task Orders and Specifications, and the *Consultant* must, at his own expense, institute a

quality control system and provide experienced technical staff together with all transport, instruments and equipment to ensure adequate supervision and control of the works at all times.

The *Consultant* shall submit his proposed Quality Control Procedures (QCP) to the *Employer's Agent* for approval. Site Access will not be permitted until the QCP is to the *Employer's Agent* satisfaction.

3.5 *Consultant's* management, supervision and key people

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

The *Employer's* agent shall approve all key resources mobilised on the task order.

3.6 Insurance provided by the *Employer*

Procedures for making insurance claims can be obtained from the *Employer's Agent*.

3.7 Contract change management

The standard reporting forms that shall be used will be provided to the *Consultant*.

4 Procurement

4.1 People

4.1.1 BBBEE and preference scheme

Transnet supports the Government's BBBEE initiatives and encourages its suppliers to obtain accreditation by one of the Accreditation Agencies. Transnet would prefer their suppliers to have a BBBEE status at least a level 4 on the DTI Scorecard. Transnet therefore urges tenderers to have themselves accredited by one of the various Accreditation Agencies available, which agency must be SANAS accredited and who further do their BBBEE ratings in accordance with the latest DTI Codes of Good Practice.

4.1.2 Preferred sub-consultants

The *Consultant* shall not appoint or bring sub-consultants onto site without the prior approval of the *Employer's Agent*, and all sub-consultants will be required to conform to the requirements as set out herein as if they were employees of the *Consultant*.

The *Consultant* shall not deviate from the approved sub-consultant's list without prior approval of the *Employer's Agent*.

4.1.3 Sub-consultants documentation, and assessment of sub-consultant tenders

The *Consultant* shall appoint his sub-consultants on the basis of the NEC3 PSC agreements, i.e. on the same terms and conditions applicable to be agreement between Transnet and the *Consultant*.

4.1.4 Attendance on sub-consultants

The *Consultant* shall ensure that the quality assurance requirements placed on him under this Contract are transferred into any sub-consultants.

4.1.5 Plant & Materials provided “free issue” by the *Employer*

No plant or materials are provided as “free issue” by the *Employer*

5 Management structures

5.1 The Task Orders shall indicate who the *Employer’s Agent* is. The *Employer’s Agent* is fully empowered to act on behalf of the *Employer* for the services covered by the Task Order

5.2 The task orders shall provide the details of the scope of services to be provided and any special requirements to be met by the *Consultant*.

6 Description of the services

6.1 Specialist scope of services

The services that are required may involve one or a combination of the following:

- Roads and Highways (including stormwater)
- Rail Engineering
- Pavement and Materials Engineering
- Engineering Hydrology
- Hydraulics Engineering
- Solid Waste Management
- Water and Wastewater Infrastructure (Domestic and Industrial)
- Bulk Water (Reservoirs, Pump Station)
- Bulk Sewer (Rising Mains, Pump Stations)
- Bulk Earthworks
- Port Engineering
- Coastal Engineering

The furnishing of all technical expertise, labour component, materials and devices for the provision of consulting civil engineering services for the Transnet Capital Expansion Programme in the Port, Rail and Petrochemical environment.

The scope of services will be detailed out in the Task Order issued by the *Employer*. The services are to be carried out in accordance with the applicable Clause 3 (Guideline Scope of Services) of the latest provisions of the guideline Scope of Service and Tariff of Fees for Persons Registered in terms of the Engineering Professions Act 2000, Published by the Engineering council of South Africa.

It is the *Consultant’s* responsibility to ensure he is in possession and full knowledge of the contents of the latest issues of the Act.

The *Consultant* shall enquire that all Technical Engineering activities and deliverables are prepared in compliance with Transnet’s PLP methodology.

6.2 Detailed General Scope of Professional Services Required (Civil Engineering)

The consulting **civil engineer** shall be an integrated member of the multidisciplinary professional team and his areas of responsibility as included in the Engineering Professions Act 2000, Published by the Engineering council of South Africa (and not limited to), shall be to achieve the following key deliverables on the respective task orders:

- Report to the Engineering Manager and or *Employer's Agent* with respect to the Task Order.
- Review, familiarize and understand the proposed site including all constraints and environmental factors.
- Consult, advise, direct and interface with all members of the professional team with regards to civil engineering expertise and develop the detailed civil scope of works.
- Review, familiarise and understand the Architectural requirements and operational requirements of the facilities to be provided as part of the project.
- Provide other Engineering disciplines with all the key and critical requirements at inception of the project.
- Prepare preliminary and conceptual designs, presentations, schematics, images and presentation for.
- Meet with stakeholders, develop schematic drawings into detail, and provide appropriate information to the professional team.
- Prepare calculations, computer simulations.
- Prepare estimates at various stages of the project at the expected levels of accuracy.
- Prepare reports at the various stages of the projects to the professional team and other relevant stakeholders.
- Prepare detail designs on all engineering elements relevant to task order.
- Undertake design coordination with all other designs from the professional team.
- Undertake and be available to execute SQUAD Checks at various stages of the project.
- Prepare comprehensive Approved for Construction Drawings and detail for tender and construction phase of project.
- Prepare NEC3 Contract works information and pricing information for incorporation into and the solicitation of tenders.
- Prepare various technical specifications for the works taking value engineering principles and fit for purpose solutions.
- Prepare Bills of quantities and equipment lists where required.
- All Transnet Tender procedures and policies shall be applicable and adhered to at all times.
- Assist with the tendering process, selection and appointment of contractors as applicable.
- Assist in conducting a compulsory site clarification meeting for prospective contractors.
- Check correctness of submitted tenders.
- Assist the Employer's Procurement department with the evaluation of tenders and preparation of tender evaluation reports.

- Administer the construction contract on site.
- Ensure the appointed contractor/s works according to the statutory and safety regulations as well as provide the compulsory safety work plan for the execution of the construction works.
- Chair and or assist with Site Meetings and prepare and submit project site meeting minutes.
- Provide a suitably qualified civil Clerk of Works to ensure quality standards are maintained.
- Attend all site meetings, project meetings, design coordination meetings and relevant client/stakeholder meetings.
- Assist the quantity surveyor in the monthly payment certificates for submission to client.
- Monitor integrity of technical, quality and performance aspects during construction and commissioning up to final handover stage.
- Prepare commissioning, pre-commissioning and handover reports.
- Prepare ASBUILT documentation and maintenance manuals.
- Be proactive with the closing and handover of the works to the operational staff.
- Any other reasonable works required to successfully deliver the project to the client on time, on budget, at the accepted quality.
- The Consultant shall adhere to all Transnet Engineering, Project Management and Documentation control procedures.
- Prepare drawings as per Transnet Capital Projects' drawing standards.
- Hand over all documentation including drawings in native file format.

6.3 Technical requirements

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

6.4 Ownership of Data, Designs and Documents

The *Parties* shall agree that copyright in the data, design and documents shall, after payments by the *Employer* of the services to the *Consultants*, lie with the *Employer* subject to the *Employer's* indemnification against any claim from any party that may arise as a result of the *Employer's* use of such a document due to the *Consultant's* infringement of copyright. All documentation including Technical documentation such as: Engineering design and drawings shall be submitted in native format to the *Employer*.

7 Facilities and equipment to be provided by the Employer

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



Annexure C7 - Scope of Services for Structural Engineering

1 ***Employer's objectives***

The *Employer's* objective framing an approved list to provide **Structural engineering** anywhere in South Africa on an as and when instructed basis is to serve Transnet National Port Authority's emerging needs and requirements.

2 **Background**

2.1 The *Employer* aims to enter into an approved list with a small number of *Consultants*, following a competitive selection process for the **Structural engineering services** for a term of 2 years, based on the NEC3 Professional Services Contract (Option G: Term Service).

2.2 The *Employer's Agents* requiring services falling within the scope of this approved list, may following the preparation of a Task Order:

- a) issue the Task Order in accordance with the terms of the approved list to the *Consulting Engineer tier* within the approved list who in their opinion is most suited to provide the service in the best interest of the *Employer*; or
 - b) where the terms of the approved list require modification, or where considered desirable, request all *Consultants* who are on the approved list covering the required scope of work to submit quotations for the Task Order in terms of specific contract data which includes data which might modify the approved list.
- 2.4** *Consultants* shall be issued with Task Orders to Provide the Services within the term of the approved list but may be invited within the term of such contracts to quote to Provide Services with a completion date beyond the term of the contract, in which case, the term will continue until services so instructed are completed.

3 **Management and start up**

3.1 **Documentation control**

The *Consultant* shall submit all documentation complying with the *Employer's* standards and requirements. The standards and requirements shall be detailed in the specific task order. The *Consultant* will issue all relevant documentation to the *Employer*, but control, maintenance and handling of these documents will be the *Consultant's* sole responsibility and at its expense and managed with a suitable document control system.

All documents issued to 3rd Party contractors and to the *Employer* must be submitted through the *Employer's* Document Control Department.

3.2 **Health & Safety Requirements**

The *Consultant* shall comply with the Health and Safety requirements contained in the HAS-STD-001 'Transnet National Ports Authority Health and Safety and Procedural Compliance with the Occupational Health and Safety Act and Applicable Regulations' to this Works Information.

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

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

The *Consultant* shall comply with the following:

- (i) The Compensation for Occupational Injuries and Diseases Act, no.130 of 1993. The *Consultant* shall produce proof of his registration and good standing with the Compensation Commissioner in terms of the Act and submit with his tender.
- (ii) Act 85 of 1993, Occupational Health and Safety Act.
- (iii) The Provisional Ordinances and Local Authority, by-laws and all relevant regulations framed there under.
- (iv) The *Consultant* and his employees shall have valid safety inductions when accessing or working on site. Copies of which shall be submitted to the *Employer's Agent*. This will be at a time and location Transnet will arrange. The *Consultant* must allow for this in his pricing.
- (v) All personnel working on site must have attended the Health and Safety induction course and be in possession of a permit to access the various sites.
- (vi) Any specific site, environmental and operational conditions.
- (vii) During the execution period of the *works* a monthly report will be submitted of all incidents and accidents to be filled in on the attached form marked "Annexure 3"

3.3 Environmental constraints and management

The *Consultant* shall provide a *Consultant's* Environmental Management Plan (CEMP) addressing all the potential impacts of his activities. The *Employer's Agent* has the right to request additional specific work method statements should in his opinion this be required.

The *Consultant* shall make good all damages to the environment to the satisfaction of the *Employer's Agent*.

The *Consultant* shall, always, comply with the statutes that prohibit pollution of any kind. These statutes are enacted in the following legislation:

- The National Environmental Management Act, 107/1998
- The Environmental Conservation Act, 73/1989; and
- The National Water Act, 36/1998

The *Consultant* shall appoint a responsible person to ensure that no incident shall occur on site that could cause pollution. Where the *Consultant* was negligent and caused any form of pollution the damage shall be rectified at the *Consultant's* cost.

3.4 Quality assurance requirements

The onus rests on the *Consultant* to produce work which will conform in quality and accuracy of detail to the

requirements of the Task Orders and Specifications, and the *Consultant* must, at his own expense, institute a quality control system and provide experienced technical staff together with all transport, instruments, and equipment to always ensure adequate supervision and control of the works.

The *Consultant* shall submit his proposed Quality Control Procedures (QCP) to the *Employer's Agent* for approval. Site Access will not be permitted until the QCP is to the *Employer's Agent* satisfaction.

3.5 *Consultant's* management, supervision and key people

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

The *Employer's* agent shall approve all key resources mobilised on the task order.

3.6 Insurance provided by the *Employer*

Procedures for making insurance claims can be obtained from the *Employer's Agent*.

3.7 Contract change management

The standard reporting forms that shall be used will be provided to the *Consultant*.

4 Procurement

4.1 People

4.1.1 BBBEE and preference scheme

Transnet supports the Government's BBBEE initiatives and encourages its suppliers to obtain accreditation by one of the Accreditation Agencies. Transnet would prefer their suppliers to have a BBBEE status at least a level 4 on the DTI Scorecard. Transnet therefore urges tenderers to have themselves accredited by one of the various Accreditation Agencies available, which agency must be SANAS accredited and who further do their BBBEE ratings in accordance with the latest DTI Codes of Good Practice.

4.1.2 Preferred sub-consultants

The *Consultant* shall not appoint or bring sub-consultants onto site without the prior approval of the *Employer's Agent*, and all sub-consultants will be required to conform to the requirements as set out herein as if they were employees of the *Consultant*.

The *Consultant* shall not deviate from the approved sub-consultant's list without prior approval of the *Employer's Agent*.

4.1.3 Sub-consultants' documentation, and assessment of sub-consultant tenders

The *Consultant* shall appoint his sub-consultants on the basis of the NEC3 PSC agreements, i.e., on the same terms and conditions applicable to be agreement between Transnet and the *Consultant*.

4.1.4 Attendance on sub-consultants

The *Consultant* shall ensure that the quality assurance requirements placed on him under this Contract are transferred into any sub-consultants.



4.1.5 Plant & Materials provided “free issue” by the *Employer*

No plant or materials are provided as “free issue” by the *Employer*

5 Management structures

5.1 The Task Orders shall indicate who the *Employer’s Agent* is. The *Employer’s Agent* is fully empowered to act on behalf of the *Employer* for the services covered by the Task Order

5.2 The task orders shall provide the details of the scope of services to be provided and any special requirements to be met by the *Consultant*.

6 Description of the services

6.1 Specialist scope of services

The services that are required may involve design, feasibility studies and/or project engineering work in one or a combination of the following areas:

- Concrete Framed Structures
- Mess and ablution facilities
- Multi-storey Administration facilities
- Multi-storey car parks
- Substations
- Posttensioned and prestressed structures
- Subsurface structures (viz Containments tanks, Manholes, electrical pits, culverts, etc.)
- Reefer walkways and platforms
- Both light and heavy structural steelwork
- Crane beams and girders
- Supporting structures for mechanical conveyor systems
- Specialised entrance facilities within the port environment
- Bridge and walkway Structures
- Timber structures
- Steel structures
- Terminal pavement
- Subsurface, pipelining and foundation
- Green engineering
- High mast lightening structures
- Non-destructive testing
- Finite element analysis and tank structures

The furnishing of all technical expertise, labour component, materials and devices for the provision of consulting structural engineering services for the Transnet Capital Expansion Programme in the Port, Rail and Petrochemical environment.

The scope of services will be detailed out in the Task Order issued by the *Employer*. The services are to be carried out in accordance with the applicable Clause 3 (Guideline Scope of Services) of the latest provisions of the guideline Scope of Service and Tariff of Fees for Persons Registered in terms of the Engineering Professions Act 2000, Published by the Engineering council of South Africa.

It is the *Consultant's* responsibility to ensure he is in possession and full knowledge of the contents of the latest issues of the Act.

The *Consultant* shall enquire that all Technical Engineering activities and deliverables are prepared in compliance with Transnet's PLP methodology.

6.2 Detailed General Scope of Professional Services Required (Structural Engineering)

The consulting **Structural engineer** shall be an integrated member of the multidisciplinary professional team and his areas of responsibility as included in the Engineering Professions Act 2000, Published by the Engineering council of South Africa (and not limited to), shall be to achieve the following key deliverables on the respective task orders:

- Report to the Engineering Manager and or *Employer's Agent* with respect to the Task Order.
- Review, familiarize and understand the proposed site including all constraints and environmental factors.
- Consult, advise, direct and interface with all members of the professional team with regards to Structural engineering expertise and develop the detailed Structural scope of works.
- Review, familiarise and understand the Architectural requirements and operational requirements of the facilities to be provided as part of the project.
- Provide other Engineering disciplines with all the key and critical requirements at inception of the project.
- Prepare preliminary and conceptual designs, presentations, schematics, images and presentation for.
- Meet with stakeholders, develop schematic drawings into detail, and provide appropriate information to the professional team.
- Prepare calculations, computer simulations.
- Prepare estimates at various stages of the project at the expected levels of accuracy.
- Prepare reports at the various stages of the projects to the professional team and other relevant stakeholders.
- Prepare detail designs on all engineering elements relevant to task order.
- Undertake design coordination with all other designs from the professional team.
- Undertake and be available to execute SQUAD Checks at various stages of the project.
- Prepare comprehensive Approved for Construction Drawings and detail for tender and construction phase of project.
- Prepare NEC3 Contract works information and pricing information for incorporation into and the solicitation of tenders.

- Prepare various technical specifications for the works taking value engineering principles and fit for purpose solutions.
- Prepare Bills of quantities and equipment lists where required.
- All Transnet Tender procedures and policies shall be applicable and always adhered to.
- Assist with the tendering process, selection, and appointment of contractors as applicable.
- Assist in conducting a compulsory site clarification meeting for prospective contractors.
- Check correctness of submitted tenders.
- Assist the Employer's Procurement department with the evaluation of tenders and preparation of tender evaluation reports.
- Administer the construction contract on site.
- Ensure the appointed contractor/s works according to the statutory and safety regulations as well as provide the compulsory safety work plan for the execution of the construction works.
- Chair and or assist with Site Meetings and prepare and submit project site meeting minutes.
- Provide a suitably qualified Structural Clerk of Works to ensure quality standards are maintained.
- Attend all site meetings, project meetings, design coordination meetings and relevant client/stakeholder meetings.
- Assist the quantity surveyor in the monthly payment certificates for submission to client.
- Monitor integrity of technical, quality and performance aspects during construction and commissioning up to final handover stage.
- Prepare commissioning, pre-commissioning and handover reports.
- Prepare ASBUILT documentation and maintenance manuals.
- Be proactive with the closing and handover of the works to the operational staff.
- Any other reasonable works required to successfully deliver the project to the client on time, on budget, at the accepted quality.
- The Consultant shall adhere to all Transnet Engineering, Project Management and Documentation control procedures.
- Prepare drawings as per Transnet Capital Projects' drawing standards.
- Hand over all documentation including drawings in native file format.

6.3 Technical requirements

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

6.4 Ownership of Data, Designs and Documents

The *Parties* shall agree that copyright in the data, design and documents shall, after payments by the *Employer* of the services to the *Consultants*, lie with the *Employer* subject to the *Employer's* indemnification against any claim from any party that may arise because of the *Employer's* use of such a document due to

the *Consultant's* infringement of copyright. All documentation including Technical documentation such as: Engineering design and drawings shall be submitted in native format to the *Employer*.

7 Facilities and equipment to be provided by the Employer

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



Annexure C8 – Scope of Services for **Geotechnical Engineering**

1 **Employer's objectives**

The *Employer's* objective in framing an approved list to provide **geotechnical engineering** anywhere in South Africa on an as and when instructed basis is to serve Transnet Capital Projects' emerging needs and requirements.

2 **Background**

2.1 The *Employer* aims to enter into an approved list with a small number of Service Providers, following a competitive selection process for the **geotechnical engineering services** for a term of 2 years, based on the NEC3 Professional Services Contract (Option G: Term Service).

2.2 The *Employer's Agents* requiring services falling within the scope of this approved list, may following the preparation of a Task Order:

- a) issue the Task Order in accordance with the terms of the approved list to the *Consulting engineer Tier* within the approved list who in their opinion is most suited to provide the service in the best interest of the *Employer*; or
- b) where the terms of the approved list require modification, or where considered desirable, request all *Consultants* who are on the approved list covering the required scope of work to submit quotations for the Task Order in terms of specific contract data which includes data which might modify the approved list.

2.3 *Consultants* shall be issued with Task Orders to Provide the Services within the term of the approved list, but may be invited within the term of such lists to quote to Provide Services with a completion date beyond the term of the list, in which case, the term will continue until services so instructed are completed.

3 **Management and start up**

3.1 **Documentation control**

The *Consultant* shall submit all documentation complying with the *Employer's* standards and requirements. The standards and requirements shall be detailed in the specific task order. The *Consultant* will issue all relevant documentation to the *Employer*, but control, maintenance and handling of these documents will be the *Consultant's* sole responsibility and at its expense, and managed with a suitable document control system.

All documents issued to 3rd Party contractors and to the *Employer* must be submitted through the *Employer's* Document Control Department.

3.2 **Health & Safety Requirements**

The *Consultant* shall comply with the Health and Safety requirements contained in the HAS-STD-001 'Transnet Capital Projects Health and Safety and Procedural Compliance with the Occupational Health and Safety Act and Applicable Regulations' to this Works Information.

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

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

The *Consultant* shall, in particular, comply with the following:

- (i) The Compensation for Occupational Injuries and Diseases Act, no.130 of 1993. The *Consultant* shall produce proof of his registration and good standing with the Compensation Commissioner in terms of the Act and submit with his tender.
- (ii) Act 85 of 1993, Occupational Health and Safety Act.
- (iii) The Provisional Ordinances and Local Authority, by-laws and all relevant regulations framed there under.
- (iv) The *Consultant* and his employees shall have valid safety inductions when accessing or working on site. Copies of which shall be submitted to the *Employer's Agent*. This will be at a time and location Transnet will arrange. The *Consultant* must allow for this in his pricing.
- (v) All personnel working on site must have attended the Health and Safety induction course and be in possession of a permit to access the various sites.
- (vi) Any specific site, environmental and operational conditions.
- (vii) During the execution period of the *works* a monthly report will be submitted of all incidents and accidents to be filled in on the attached form marked "Annexure 3"

3.3 Environmental constraints and management

The *Consultant* shall provide a *Consultant's* Environmental Management Plan (CEMP) addressing all the potential impacts of his activities. The *Employer's Agent* has the right to request additional specific work method statements should in his opinion this be required.

The *Consultant* shall make good all damages to the environment to the satisfaction of the *Employer's Agent*.

The *Consultant* shall, at all times, comply with the statutes that prohibit pollution of any kind. These statutes are enacted in the following legislation:

- The National Environmental Management Act, 107/1998
- The Environmental Conservation Act, 73/1989; and
- The National Water Act, 36/1998

The *Consultant* shall appoint a responsible person to ensure that no incident shall occur on site that could cause pollution. Where the *Consultant* was negligent and caused any form of pollution the damage shall be rectified at the *Consultant's* cost.

3.4 Quality assurance requirements

The onus rests on the *Consultant* to produce work which will conform in quality and accuracy of detail to the requirements of the Task Orders and Specifications, and the *Consultant* must, at his own expense, institute a

quality control system and provide experienced technical staff together with all transport, instruments and equipment to ensure adequate supervision and control of the works at all times.

The *Consultant* shall submit his proposed Quality Control Procedures (QCP) to the *Employer's Agent* for approval. Site Access will not be permitted until the QCP is to the *Employer's Agent* satisfaction.

3.5 *Consultant's* management, supervision and key people

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

The *Employer's* agent shall approve all key resources mobilised on the task order.

3.6 Insurance provided by the *Employer*

Procedures for making insurance claims can be obtained from the *Employer's Agent*.

3.7 Contract change management

The standard reporting forms that shall be used will be provided to the *Consultant*.

4 Procurement

4.1 People

4.1.1 BBBEE and preference scheme

Transnet supports the Government's BBBEE initiatives and encourages its suppliers to obtain accreditation by one of the Accreditation Agencies. Transnet would prefer their suppliers to have a BBBEE status at least a level 4 on the DTI Scorecard. Transnet therefore urges tenderers to have themselves accredited by one of the various Accreditation Agencies available, which agency must be SANAS accredited and who further do their BBBEE ratings in accordance with the latest DTI Codes of Good Practice.

4.1.2 Preferred sub-consultants

The *Consultant* shall not appoint or bring sub-consultants onto site without the prior approval of the *Employer's Agent*, and all sub-consultants will be required to conform to the requirements as set out herein as if they were employees of the *Consultant*.

The *Consultant* shall not deviate from the approved sub-consultant's list without prior approval of the *Employer's Agent*.

4.1.3 Sub-consultants documentation, and assessment of sub-consultant tenders

The *Consultant* shall appoint his sub-consultants on the basis of the NEC3 PSC agreements, i.e. on the same terms and conditions applicable to be agreement between Transnet and the *Consultant*.

4.1.4 Attendance on sub-consultants

The *Consultant* shall ensure that the quality assurance requirements placed on him under this Contract are transferred into any sub-consultants.



4.1.5 Plant & Materials provided "free issue" by the *Employer*

No plant or materials are provided as "free issue" by the *Employer*

5 Management structures

5.1 The Task Orders shall indicate who the *Employer's Agent* is. The *Employer's Agent* is fully empowered to act on behalf of the *Employer* for the services covered by the Task Order

5.2 The task orders shall provide the details of the scope of services to be provided and any special requirements to be met by the *Consultant*.

6 Description of the services

6.1 Terms of Reference

The request for service includes the following activities:

- a) Desktop Study
- b) Fieldwork
- c) Laboratory Testing
- d) Assessments, Reporting and Designs

6.2 Specialist scope of services

The services that are required may involve one or a combination of the following:

- e) Specialist advice on:
 - i) the behaviour of in-situ/earth materials beneath the existing paved and non-paved areas with regard to the design loads.
 - ii) the determination of the physical / mechanical and chemical properties of subsurface conditions and materials that are relevant to the project;
 - iii) the determination and assessment of the geotechnical characteristics of material investigated from a commercial source, in close proximity to the proposed site.
 - iv) indicating the current condition of the proposed paved areas for the designers to assess the measures required to be implemented during designs.
 - v) the risks posed by site conditions to humans, property and the environment, and
 - vi) the design of earthworks and foundations for structures;
- f) the site monitoring of conditions, earthwork and foundation construction;
- g) geotechnical investigations and design including:
 - i) bearing capacity and settlement analysis;
 - ii) soil and rock slope stability assessments;
 - iii) design of piles and pile groups;
 - iv) excavations; and
 - v) ground water / water table and the requirements for dewatering.
 - vi) General geology
 - vii) Geophysics
 - viii) Site Climate

- h) plan and perform detail geotechnical site investigations for land-based and water-based (Marine) according to SAICE Code of Practice or other relevant requirements as specified by Transnet
- i) make use of service providers to undertake the necessary drilling, testing, sampling, excavation and backfilling, and reinstatement of the site, and geophysicists.
- j) The geotechnical site investigations shall comprise the evaluation of the geotechnical character of a site anywhere in South Africa in the context of existing or proposed works or land usage, which may include one or more of the following:
 - i) evaluation of the geology and hydrogeology of the site;
 - ii) examination of existing geotechnical information pertaining to the site;
 - iii) systematic description of the soil and rock profiles;
 - iv) determining the depth of any fill that might be present;
 - v) in-situ assessment of geotechnical properties of materials;
 - vi) recovery of samples of soil or rock for examination, identification, recording, testing or display;
 - vii) testing of soil or rock samples to quantify properties relevant to the purpose of the investigation;
 - viii) evaluation of geotechnical properties of tested soils; and
 - ix) submission of factual and interpretative reports.

The furnishing of all technical expertise, labour component, materials and devices for the provision of consulting **geotechnical engineering** services for the Transnet Capital Expansion Programme in the Port, Rail and Petrochemical environment.

The scope of services will be detailed out in the Task Order issued by the *Employer*. The services are to be carried out in accordance with the applicable Clause 3 (Guideline Scope of Services) of the latest provisions of the guideline Scope of Service and Tariff of Fees for Persons Registered in terms of the Engineering Professions Act 2000, Published by the Engineering council of South Africa.

It is the *Consultant's* responsibility to ensure he is in possession and full knowledge of the contents of the latest issues of the Act.

The *Consultant* shall enquire that all Technical Engineering activities and deliverables are prepared in compliance with Transnet's PLP methodology.

6.2 Detailed General Scope of Professional Services Required (Geotechnical Engineering)

The consulting **Geotechnical engineer** shall be an integrated member of the multidisciplinary professional team and his areas of responsibility as included in the Engineering Professions Act 2000, Published by the Engineering council of South Africa (and not limited to), shall be to achieve the following key deliverables on the respective task orders:

- Report to the Engineering Manager and or *Employer's Agent* with respect to the Task Order.
- Review, familiarize and understand the proposed site including all constraints and environmental factors.
- Consult, advise, direct and interface with all members of the professional team with regards to engineering expertise and develop the detailed scope of works.
- Obtain and study Geological maps, study and/or review existing Geotechnical reports

- Review, familiarise and understand the Engineering and/or Architectural requirements and operational requirements for the infrastructure to be provided as part of the project.
- Provide other Engineering disciplines with all the key and critical requirements at inception of the project.
- Prepare preliminary and conceptual designs, presentations, schematics, images and presentation for.
- Meet with stakeholders, develop schematic drawings into detail, and provide appropriate information to the professional team.
- Prepare calculations, computer simulations.
- Prepare estimates at various stages of the project at the expected levels of accuracy.
- Prepare reports at the various stages of the projects to the professional team and other relevant stakeholders.
- Prepare detail designs on all engineering elements relevant to task order.
- Undertake design coordination with all other designs from the professional team.
- Undertake and be available to execute SQUAD Checks at various stages of the project.
- Prepare comprehensive Approved for Construction Drawings and detail for tender and construction phase of project.
- Prepare NEC3 Contract works information and pricing information for incorporation into and the solicitation of tenders.
- Prepare various technical specifications for the works taking value engineering principles and fit for purpose solutions.
- Prepare Bills of quantities and equipment lists where required.
- All Transnet Tender procedures and policies shall be applicable and adhered to at all times.
- Assist with the tendering process, selection and appointment of contractors as applicable.
- Assist in conducting a compulsory site clarification meeting for prospective contractors.
- Check correctness of submitted tenders.
- Assist the Employer's Procurement department with the evaluation of tenders and preparation of tender evaluation reports.
- Administer the construction contract on site.
- Ensure the appointed contractor/s works according to the statutory and safety regulations as well as provide the compulsory safety work plan for the execution of the construction works.
- Chair and or assist with Site Meetings and prepare and submit project site meeting minutes.
- Provide a suitably qualified geotechnical Clerk of Works to ensure quality standards are maintained.
- Attend all site meetings, project meetings, design coordination meetings and relevant client/stakeholder meetings.
- Assist the quantity surveyor in the monthly payment certificates for submission to client.
- Monitor integrity of technical, quality and performance aspects during construction and commissioning up to final handover stage.
- Prepare commissioning, pre-commissioning and handover reports.



- Prepare ASBUILT documentation and maintenance manuals.
- Be proactive with the closing and handover of the works to the operational staff.
- Any other reasonable works required to successfully deliver the project to the client on time, on budget, at the accepted quality.
- The Consultant shall adhere to all Transnet Engineering, Project Management and Documentation control procedures.
- Prepare drawings as per Transnet Capital Projects' drawing standards.
- Hand over all documentation including drawings in native file format.

6.3 Technical requirements

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

6.4 Geotechnical site investigations

Geotechnical site investigations shall be undertaken under the direction of one or more persons who have the necessary experience in relation to the nature of the work that is required. Such persons shall:

- a) be intimately involved in the design of the investigation, the gathering of data, the evaluation of factual data, the determination of interpretative data, and the drafting of reports and any interactions which may be required with the statutory councils and authorities; and
- b) document and formulate all opinions and do so in such a manner that a peer review, if conducted on the same data, will arrive at substantially similar opinions.

6.5 Ownership of Data, Designs and Documents

The *Parties* shall agree that copyright in the data, design and documents shall, after payments by the *Employer* of the services to the *Consultants*, lie with the *Employer* subject to the *Employer's* indemnification against any claim from any party that may arise as a result of the *Employer's* use of such a document due to the *Consultant's* infringement of copyright. All documentation including Technical documentation such as: Engineering design and drawings shall be submitted in native format to the *Employer*.

7 Facilities and equipment to be provided by the Employer

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



Annexure C9- Scope of Services for **Topographic Survey Services**

1 ***Employer's objectives***

The *Employer's* objective in entering into framework contracts to provide **Topographic Survey Services** anywhere in South Africa on an as and when instructed basis is to serve Transnet National Port Authority's emerging needs and requirements.

2 **Background**

2.1 The *Employer* aims to enter into an approved list with a small number of Service Providers, following a competitive selection process for the **survey services** for a term of 2 years, based on the NEC3 Professional Services Contract (Option G: Term Service).

2.2 The *Employer's Agents* requiring services falling within the scope of this approved list, may following the preparation of a Task Order:

- a) issue the Task Order in accordance with the terms of the approved list to the *Consulting engineer Tier* within the approved list who in their opinion is most suited to provide the service in the best interest of the *Employer*; or
- b) where the terms of the approved list require modification, or where considered desirable, request all *Consultants* who are on the approved list covering the required scope of work to submit quotations for the Task Order in terms of specific contract data which includes data which might modify the approved list.

2.3 *Consultants* shall be issued with Task Orders to Provide the Services within the term of the approved list, but may be invited within the term of such lists to quote to Provide Services with a completion date beyond the term of the list, in which case, the term will continue until services so instructed are completed.

3 **Management and start up**

3.1 **Documentation control**

The *Consultant* shall submit all documentation complying with the *Employer's* standards and requirements. The standards and requirements shall be detailed in the specific task order. The *Consultant* will issue all relevant documentation to the *Employer*, but control, maintenance and handling of these documents will be the *Consultant's* sole responsibility and at its expense, and managed with a suitable document control system.

All documents issued to 3rd Party contractors and to the *Employer* must be submitted through the *Employer's* Document Control Department.

3.2 **Health & Safety Requirements**

The *Consultant* shall comply with the Health and Safety requirements contained in the HAS-STD-001 'Transnet National Port Authority Health and Safety and Procedural Compliance with the Occupational Health and Safety Act and Applicable Regulations' to this Works Information.



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

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

The *Consultant* shall, in particular, comply with the following:

- (i) The Compensation for Occupational Injuries and Diseases Act, no.130 of 1993. The *Consultant* shall produce proof of his registration and good standing with the Compensation Commissioner in terms of the Act and submit with his tender.
- (ii) Act 85 of 1993, Occupational Health and Safety Act.
- (iii) The Provisional Ordinances and Local Authority, by-laws and all relevant regulations framed there under.
- (iv) The *Consultant* and his employees shall have valid safety inductions when accessing or working on site. Copies of which shall be submitted to the *Employer's Agent*. This will be at a time and location Transnet will arrange. The *Consultant* must allow for this in his pricing.
- (v) All personnel working on site must have attended the Health and Safety induction course and be in possession of a permit to access the various sites.
- (vi) Any specific site, environmental and operational conditions.

Project Site Safety Statistics Spreadsheet

During the execution period of the *works* a monthly report will be submitted of all incidents and accidents to be filled in on the attached form marked "Annexure 3"

3.3 Environmental constraints and management

The *Consultant* shall provide a *Consultant's* Environmental Management Plan (CEMP) addressing all the potential impacts of his activities. The *Employer's Agent* has the right to request additional specific work method statements should in his opinion this be required.

The *Consultant* shall make good all damages to the environment to the satisfaction of the *Employer's Agent*.

The *Consultant* shall, at all times, comply with the statutes that prohibit pollution of any kind. These statutes are enacted in the following legislation:

- The National Environmental Management Act, 107/1998
- The Environmental Conservation Act, 73/1989; and
- The National Water Act, 36/1998

The *Consultant* shall appoint a responsible person to ensure that no incident shall occur on site that could cause pollution. Where the *Consultant* was negligent and caused any form of pollution the damage shall be rectified at the *Consultant's* cost.



3.4 Quality assurance requirements

The onus rests on the *Consultant* to produce work which will conform in quality and accuracy of detail to the requirements of the Task Orders and Specifications, and the *Consultant* must, at his own expense, institute a quality control system and provide experienced technical staff together with all transport, instruments and equipment to ensure adequate supervision and control of the works at all times.

The *Consultant* shall submit his proposed Quality Control Procedures (QCP) to the *Employer's Agent* for approval. Site Access will not be permitted until the QCP is to the *Employer's Agent* satisfaction.

3.5 Consultant's management, supervision and key people

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

The *Employer's* agent shall approve all key resources mobilised on the task order.

3.6 Insurance provided by the Employer

Procedures for making insurance claims can be obtained from the *Employer's Agent*.

3.7 Contract change management

The standard reporting forms that shall be used will be provided to the *Consultant*.

4 Procurement

4.1 People

4.1.1 BBBEE and preference scheme

Transnet supports the Government's BBBEE initiatives and encourages its suppliers to obtain accreditation by one of the Accreditation Agencies. Transnet would prefer their suppliers to have a BBBEE status at least a level 4 on the DTI Scorecard. Transnet therefore urges tenderers to have themselves accredited by one of the various Accreditation Agencies available, which agency must be SANAS accredited and who further do their BBBEE ratings in accordance with the latest DTI Codes of Good Practice.

4.1.2 Preferred sub-consultants

The *Consultant* shall not appoint or bring sub-consultants onto site without the prior approval of the *Employer's Agent*, and all sub-consultants will be required to conform to the requirements as set out herein as if they were employees of the *Consultant*.

The *Consultant* shall not deviate from the approved sub-consultant's list without prior approval of the *Employer's Agent*.

4.1.3 Sub-consultants documentation, and assessment of sub-consultant tenders

The *Consultant* shall appoint his sub-consultants on the basis of the NEC3 PSC agreements, i.e. on the same terms and conditions applicable to be agreement between Transnet and the *Consultant*.

4.1.4 Attendance on sub-consultants

The *Consultant* shall ensure that the quality assurance requirements placed on him under this Contract are transferred into any sub-consultants.

4.1.5 Plant & Materials provided "free issue" by the *Employer*

No plant or materials are provided as "free issue" by the *Employer*

5 Management structures

5.1 The Task Orders shall indicate who the *Employer's Agent* is. The *Employer's Agent* is fully empowered to act on behalf of the *Employer* for the services covered by the Task Order

5.2 The task orders shall provide the details of the scope of services to be provided and any special requirements to be met by the *Consultant*.

6 Description of the services

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

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

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

6.1 Specialist scope of services

The surveying services that are required may involve one or a combination of the following:

- Railway related Infrastructure
 - **Track centreline** positions at 10m intervals
 - Turnouts (**centre line track**) at SRJ, ETO, and ES as well as the centreline of the C/M. (The consultant will be furnished with a drawing indicating the method to determine these points on site, if they are not clearly visible.)
 - All grade posts adjacent to the track, also recording the markings on it reflecting the grade in both directions
 - All kilometre posts, also recording the markings on it reflecting the distances.
 - All curve data markers placed along the track, also recording the markings on it showing the beginning of the curve, end of curve and radii of curves needs to be indicated on the survey.
 - All curve radii are to be represented as curves and not chords. Note the beginning of the curve, end of curve and radii of curves needs to be indicated on the survey.

- Centreline of All OHTE masts (when there are such masts) with the level on the ground, as well as any other equipment on the ground, also recording the markings/ numbering on it
- Ditto for all signal masts and electrical boxes. Also recording the markings/numbering on it
- Top and bottom of **Ballast** on each track.

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

- Structures and Buildings
 - Edge of platforms- where applicable
 - Culverts, also recording the size of opening, length and invert levels- where applicable. Also provide a description and sketch of the opening on both sides of the culvert. Please note that where headwalls are present, the top of headwall must be surveyed and ballast removed to survey the top of culvert (at the bottom of the ballast) as well. Where culverts are silted, the silt must be removed and the true invert level must be surveyed.
 - Bridge structures and retaining walls-where applicable
 - Derelict buildings and quarters– where applicable. Please provide photos of buildings.
 - Water tower and water pipelines including invert levels.
 - Manholes – both cover and invert levels and recording the type of manhole. Invert levels shall clearly be marked as either pipe invert levels or manhole invert level.
 - All sewer pipelines and pump stations, sumps and invert levels, pipe sizes and direction of flow.
 - Fire hydrants and water taps
 - Miscellaneous
 - Subway and subway invert levels shall clearly be marked
 - Markers for pipes/ cables also recording the markings/ numbering on it

- Stormwater, sewerage and portable water
 - Routing of potable water line below ground and above ground – invert levels, diameters and material
 - Manholes – both cover and invert levels and recording the type of manhole. Invert levels shall clearly be marked for both pipe invert levels and manhole invert, cover and invert levels of catch pits, grid inlets
 - Canal and culverts, also recording the size of opening, length, and invert levels and top level
 - Drainage channels– record the size, length, depth, invert levels, height of head walls, and type of channel
 - Valves, water meters and water taps and any related items

- Roads, fences and gates
 - The full road reserve width of existing roadways and all existing access roads for a distance of 100m
 - An additional 100m length beyond the theoretical start and end points along the road being surveyed must be included in the work.



- All portions of the road and existing access roads DTM in the format of cross sections at intervals not exceeding 20m on straights or where the radius is greater than 1000m. The interval spacing must be reduced to 10m on curves with radii less than 1000m.
- Footpaths and roads, showing kerbs, gutters, catch pits, type of road surface, width of premix and concrete surfaces with the relevant invert levels clearly
- Fencing, stating the type of fence
- Gates and access control positions
- Existing road signs and marking, lane markings (start and end points of barrier lines) and other road markings (including digital photographs for each)
- Formation – levels at top and bottom, and width of cuts and fills
- Erosion protection, and kerb inlet lengths and grid inlet sizes
- Embankments and other features
 - Levels at bottom and top edge of the rock cutting and embankments
 - Fencing, stating the type of fence. All properties and/or buildings with direct access to the roads should be surveyed to the gates and/or existing floor levels.
 - Eroded areas, gullies and streams
 - General street furniture and trees or planted areas
- Fire reticulation
 - Routing of fire reticulation below ground and above ground – invert levels, diameters and material
 - Fire hydrant that are mounted – connection to fire reticulation line, diameter and materials
 - Fire hydrant countersunk in ground – connection to fire reticulation line, diameter and materials

The furnishing of all technical expertise, labour component, materials and devices for the provision of consulting **survey services** for the Transnet Capital Expansion Programme in the Port, Rail and Petrochemical environment.

The scope of services will be detailed out in the Task Order issued by the *Employer*. The services are to be carried out in accordance with the applicable Clause 3 (Guideline Scope of Services) of the latest provisions of the guideline Scope of Service and Tariff of Fees for Persons Registered in terms of the Engineering Professions Act 2000, Published by the Engineering council of South Africa.

It is the *Consultant's* responsibility to ensure he is in possession and full knowledge of the contents of the latest issues of the Act.

The *Consultant* shall enquire that all surveying activities and deliverables are prepared in compliance with Transnet's PLP methodology.

6.2 Detailed General Scope and Constraints of Professional Services Required (Survey services)

The *Services* is to complete a topographical survey for the site specified by Transnet Capital Projects (TCP). The *Services* covers the general survey of the site and any other work arising out of or incidental from the *Services* or required of the *Consultant* for proper completion of the work in accordance with the true meaning and intent of the contract document and includes the following::

- Report to the Engineering Manager and or *Employer's Agent* with respect to the Task Order.

- Review, familiarize and understand the proposed site including all constraints and environmental factors.
- Consult, advise, direct and interface with all members of the professional team with regards to survey expertise and develop the detailed civil scope of works.
- Review, familiarise and understand the Architectural requirements and operational requirements of the facilities to be provided as part of the project.

6.3 Specifications

6.3.1 Applicable Standard Specifications

There are no technical specifications available

6.3.2 Applicable Generic Specifications

Transnet E7/1 (July 1988): Specification for works on, over, under or adjacent to railway lines and near high voltage equipment

6.3.3 The *Consultant* must make sure that they obtain an access certificate, together with their personnel they must comply to any safety requirements imposed by Transnet National Port Authority as arranged by the Employer's Agent.

- The survey structures, services, buildings, roads, railway lines , electrical cables and markers, storm water drains, rock outcrops, culverts , fences and gates within the area allocated by Transnet National Port Authority.
- Establish permanent and temporary trench positions.
- Survey work which could be expected of a qualified surveyor that is professionally registered with South African Geomatics Council (SAGC).
- Survey equipment to be used must be in accordance with Transnet National Port Authority's requirements that is fit for purpose and must be approved.
- Be proactive with the closing and handover of the works to the operational staff
- Any other reasonable works required to successfully deliver the project to the client on time, budget , at the accepted quality.
- The Consultant shall adhere to all Transnet Engineering, Project Management and Documentation control procedures
- Prepare drawings as per Transnet National Port Authority's drawing standards
- Handover all documentation including drawings in native file format.

6.4 Cadastral Information

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

No scanned digital information will be allowed. Cadastral diagrams and compilations must be submitted. Cadastral boundaries of all traversed and adjacent properties shall be shown. Copies of SG diagrams are to

be provided with co-ordinate list of WGS84. All servitude information shall be made available.

The services required entails the following:

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

6.5 Format information to be provided

- 6.5.1 The survey information shall be supplied in a digital format (assessable on Microstation and AutoCAD). All drawings provided must comply with TCP CAD Standards (ENG-STD-0001) as provided in the appendices of this document. The layers used in these CAD standards will be supplied by the Employer. No scanned digital information will be allowed.
- 6.5.2 The DTM data shall be in an ASCII, LANDXML and TOT format, supplied on a virus free compact disc and readable by the software programme CIVIL DESIGNER & BENTLEY POWER RAIL TRACK. In addition, the Consultant will provide a 3D triangulated surface in AutoCAD and Microstation format.
- 6.5.3 All annotations on the plan shall be in English.
- 6.5.4 The plan shall be orientated with north at the top of the drawing.
- 6.5.5 **Levels** shall be displayed with a point as the **decimal point** and this point shall be placed at the centre of the level and must **correspond with the survey shot**. All levels shall be in accordance with ENG-STD-0001.
- 6.5.6 **Levels** shall be indicated with **4 digits before the decimal point and 2 digits** after the decimal point, with lettering not less than 2.5mm high, in Arial font. The level shall be one text line.
- 6.5.7 To prevent cluttering of the as-is drawings, when plotting these levels the *Consultant* shall ensure that they are spaced not closer than **1mm apart (at a 1:500 scale)**, and that the numerals indicating the levels do not **overlap**.
- 6.5.8 Levels and descriptions of the level shall be on separate CAD layers.

- 6.5.9 Contours generated from the survey must accurately reflect the ground levels. The height intervals shall depend on site conditions and on the scale of the drawing. Where practical 0,5m contours shall be shown, but the space between plotted contours on the plan shall not be less than 5mm. Rail levels must be not be considered when generating ground contours.
- 6.5.10 The way in which, (as well as which geometric points of), turnouts (sets of points and crossings) are to be drawn on the as-is drawings, to be produced or supplied.
- 6.5.11 Co-ordinates system and datum level
- All co-ordinates shall be based upon the WGS system.
 - The datum for levels shall be MSL.
- 6.5.12 Information to be recorded
- The Consultant shall record all local topography on a grid of not more than 20m x 20m.
 - Spot heights shall indicate the crests of hills and bottom of valleys and depressions. Sufficient spot heights need to be provided to indicate ground variations, which cannot be adequately expressed by contour lines. Storm water trenches, streams and berms need to be located and shown clearly.
 - Rail survey shots to be recorded on a separate layer and to be positioned on the centre line of the track at the exact position the shot was taken.
 - Cadastral boundaries of all traversed and adjacent properties shall be shown. All servitude information shall be made available.
 - Control points must be recorded on a separate layer on the drawing.

6.6 Control points

- 6.6.1 The Consultant shall make use of new **control points** and pick up all **existing** control points if any.
- 6.6.2 The Consultant shall provide a list showing the co-ordinates and elevation of each control point and survey station
- 6.6.3 The new control points shall be inter-visible and not more than 200m apart.
- 6.6.4 As a general rule, control points shall be placed on the periphery of the area to be surveyed, within the Railway reserve and so spaced that a network of further control points can be established if required.
- 6.6.5 Control points shall be located in such a position as to minimise the likelihood of disturbance or damage
- 6.6.6 The Consultant and the Employees Agent shall agree on the minimum envisaged number of control points required for the survey.
- 6.6.7 The control points shall be 600 mm long Y-standard driven into the ground leaving at least 20mm protruding, which must be encased in concrete of at least $\Phi 200\text{mm}$ and 100mm deep, or any other method which will protect these points permanently, as agreed between the Consultant and the Employers Agent.
- 6.6.8 Each control point shall be provided with a rust proof metal tag set into the concrete indicating its number.
- 6.6.9 Each control point shall have its own **photograph accompanied** with the survey.



- 6.6.10 Control points/permanent reference beacons shall consist of 20mm iron pegs set firmly in concrete with stamped metal nameplate with reference and level, in accordance with TMH11. The Consultant can suggest an alternative control point and submit to the Employer for acceptance.

6.6 Accurate Measurements Tolerances

- 6.6.1 The accuracy of the contours generated from Civil Designer (software program to be used) must be such that upon comparison with the results of a selective check survey, the surveyed elevations of at least 90% of the points checked do not differ from their elevation as interpolated from the contours by more than half of the contour interval, and not more than 1% differ by more than the contour interval. The check shots shall be placed at random and shall be sufficient in number for the size of the area being surveyed.
- 6.6.2 Spot heights shall be accurate to $\pm 20\text{mm}$.
- 6.6.3 Centre line of track/road position shall be accurate to $\pm 50\text{ mm}$ and rail levels to $\pm 10\text{mm}$.
- 6.6.4 Invert levels of culverts and manholes shall be accurate to $\pm 10\text{mm}$.
- 6.6.5 Total station X + Y values 30mm and Z values 25mm

6.7 Integrity of Results

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

6.8 Deliverables

- 6.8.1 DTM Survey:
 Survey data shall be submitted on a CD as a "Civil Designer format" & "Bentley Power Rail Track format" or equivalent file that can be used in "Civil Designer" & "Bentley Power Rail Track" and must include all break lines, survey points, triangles and contours. Break Line Text File with associated Pen Codes to be provided.

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

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

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

- 6.8.2 Survey Mapping:
 Survey mapping shall be provided in the form of hard copies to a scale of 1:500 as well as a magnetic medium in a format assessable by Microstation and AutoCAD (.dwg and/or .dxf format) on a CD.
- 6.8.3 Tabulation of survey data in Excel and ASCII format
- 6.8.4 A list of the permanent / temporary survey beacons (bench marks) used for undertaking the services. This list must also be indicated on the Drawing.



- 6.8.5 A list showing all descriptions of survey codes used.
- 6.8.6 Photographs of the site in general must be provided in a digital format.
- 6.8.7 A walk through digital video recording of the site in general must be provided.

6.9 Mapping Presentation

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

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

6.10 Technical Requirements

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

6.7 Ownership of Data, Designs and Documents

The *Parties* shall agree that copyright in the data, design and documents shall, after payments by the *Employer* of the services to the *Consultants*, lie with the *Employer* subject to the *Employer's* indemnification against any claim from any party that may arise as a result of the *Employer's* use of such a document due to the *Consultant's* infringement of copyright. All documentation including Technical documentation such as: Engineering design and drawings shall be submitted in native format to the *Employer*.

7 Facilities and equipment to be provided by the Employer

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



Annexure C10 Scope of Services for **Detection and Mapping of Underground Services**

1 ***Employer's Objectives***

The *Employer's* objective in entering into framework contracts to provide **Detection and Mapping of Underground Services** anywhere in South Africa on an as and when instructed basis is to serve Transnet National Port Authority's emerging needs and requirements.

2 **Background**

- 2.1** The *Employer* aims to enter into an approved list with a small number of Service Providers, following a competitive selection process for the **Detection and Mapping of Underground Services** for a term of 2 years, based on the NEC3 Professional Services Contract (Option G: Term Service).
- 2.2** The *Employer's Agents* requiring services falling within the scope of this approved list, may following the preparation of a Task Order:
- a) issue the Task Order in accordance with the terms of the approved list to the *Consulting engineer Tier* within the approved list who in their opinion is most suited to provide the service in the best interest of the *Employer*, or
 - b) where the terms of the approved list require modification, or where considered desirable, request all *Consultants* who are on the approved list covering the required scope of work to submit quotations for the Task Order in terms of specific contract data which includes data which might modify the approved list.
- 2.3** *Consultants* shall be issued with Task Orders to Provide the Services within the term of the approved list, but may be invited within the term of such lists to quote to Provide Services with a completion date beyond the term of the list, in which case, the term will continue until services so instructed are completed.

3 **Management Start-ups**

3.1 **Documentation control**

The *Consultant* shall submit all documentation complying with the *Employer's* standards and requirements. The standards and requirements shall be detailed in the specific task order. The *Consultant* will issue all relevant documentation to the *Employer*, but control, maintenance and handling of these documents will be the *Consultant's* sole responsibility and at its expense, and managed with a suitable document control system.

All documents issued to 3rd Party contractors and to the *Employer* must be submitted through the *Employer's* Document Control Department.

3.2 **Health & Safety Requirements**

The *Consultant* shall comply with the Health and Safety requirements contained in the HAS-STD-001 'Transnet National Port Authority Health and Safety and Procedural Compliance with the Occupational Health and Safety Act and Applicable Regulations' to this Works Information.



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

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

The *Consultant* shall, in particular, comply with the following:

- (i) The Compensation for Occupational Injuries and Diseases Act, no.130 of 1993. The *Consultant* shall produce proof of his registration and good standing with the Compensation Commissioner in terms of the Act and submit with his tender.
- (ii) Act 85 of 1993, Occupational Health and Safety Act.
- (iii) The Provisional Ordinances and Local Authority, by-laws and all relevant regulations framed there under.
- (iv) The *Consultant* and his employees shall have valid safety inductions when accessing or working on site. Copies of which shall be submitted to the *Employer's Agent*. This will be at a time and location Transnet will arrange. The *Consultant* must allow for this in his pricing.
- (v) All personnel working on site must have attended the Health and Safety induction course and be in possession of a permit to access the various sites.
- (vi) Any specific site, environmental and operational conditions.

Project Site Safety Statistics Spreadsheet

During the execution period of the *works* a monthly report will be submitted of all incidents and accidents to be filled in on the attached form marked "Annexure 3"

3.3 Environmental constraints and management

The *Consultant* shall provide a *Consultant's* Environmental Management Plan (CEMP) addressing all the potential impacts of his activities. The *Employer's Agent* has the right to request additional specific work method statements should in his opinion this be required.

The *Consultant* shall make good all damages to the environment to the satisfaction of the *Employer's Agent*.

The *Consultant* shall, at all times, comply with the statutes that prohibit pollution of any kind. These statutes are enacted in the following legislation:

- The National Environmental Management Act, 107/1998
- The Environmental Conservation Act, 73/1989; and
- The National Water Act, 36/1998

The *Consultant* shall appoint a responsible person to ensure that no incident shall occur on site that could cause pollution. Where the *Consultant* was negligent and caused any form of pollution the damage shall be rectified at the *Consultant's* cost.

3.4 Quality assurance requirements

The onus rests on the *Consultant* to produce work which will conform in quality and accuracy of detail to the requirements of the Task Orders and Specifications, and the *Consultant* must, at his own expense, institute a quality control system and provide experienced technical staff together with all transport, instruments and equipment to ensure adequate supervision and control of the works at all times.

The *Consultant* shall submit his proposed Quality Control Procedures (QCP) to the *Employer's Agent* for approval. Site Access will not be permitted until the QCP is to the *Employer's Agent* satisfaction.

3.5 Consultant's management, supervision and key people

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

The *Employer's* agent shall approve all key resources mobilised on the task order.

3.6 Insurance provided by the Employer

Procedures for making insurance claims can be obtained from the *Employer's Agent*.

3.7 Contract change management

The standard reporting forms that shall be used will be provided to the *Consultant*.

4 Procurement

4.1 People

4.1.1 BBBEE and preference scheme

Transnet supports the Government's BBBEE initiatives and encourages its suppliers to obtain accreditation by one of the Accreditation Agencies. Transnet would prefer their suppliers to have a BBBEE status at least a level 4 on the DTI Scorecard. Transnet therefore urges tenderers to have themselves accredited by one of the various Accreditation Agencies available, which agency must be SANAS accredited and who further do their BBBEE ratings in accordance with the latest DTI Codes of Good Practice.

4.1.2 Preferred sub-consultants

The *Consultant* shall not appoint or bring sub-consultants onto site without the prior approval of the *Employer's Agent*, and all sub-consultants will be required to conform to the requirements as set out herein as if they were employees of the *Consultant*.

The *Consultant* shall not deviate from the approved sub-consultant's list without prior approval of the *Employer's Agent*.

4.1.3 Sub-consultants documentation, and assessment of sub-consultant tenders

The *Consultant* shall appoint his sub-consultants on the basis of the NEC3 PSC agreements, i.e. on the same terms and conditions applicable to be agreement between Transnet and the *Consultant*.

4.1.4 Attendance on sub-consultants

The *Consultant* shall ensure that the quality assurance requirements placed on him under this Contract are transferred into any sub-consultants.

4.1.5 Plant & Materials provided “free issue” by the *Employer*

No plant or materials are provided as “free issue” by the *Employer*

4 Management Structures

4.1 The Task Orders shall indicate who the *Employer’s Agent* is. The *Employer’s Agent* is fully empowered to act on behalf of the *Employer* for the services covered by the Task Order

4.2 The task orders shall provide the details of the scope of services to be provided and any special requirements to be met by the *Consultant*.

5 Description of the services

The purpose of this document is to procure services of an engineering company for the purpose of detecting and mapping the existing underground services, in order to provide information for the design of the various elements for proposed/future developments within Transnet National Ports Authority.

Summary scope of services shall include the following:

- Site Establishment and mobilisation.
- Fulfil compliance requirements for client management conditions. This includes health and safety, quality management, risk management, environmental management, monthly reporting, cost and schedule management and interface management.
- Identification & Classification of all the existing underground services within the boundary of the site on the flexible and concrete pavement,
- Provision of Orientation (route, depth and junction positions) of the underground services.
- Provision of a survey report documenting all underground services identified & their details
- Provision of a complete AutoCAD, PDF and Microstation drawings
- Provision of an Excel and/or CSV files showing a complete list of points used and their positions (i.e. X, Y, Z coordinates – and lengths where applicable); as per final AutoCAD, PDF and Microstation drawings.
- List of all acronyms and abbreviations that will be used
- Close out of all activities; complete with full handover of all deliverables in electronic format (2x CDs), and contractually related activities.

6 Survey Outcomes

6.1 Underground Service Identification

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

- Electrical HT & LT
- Telecommunications
- Water (Potable or Fire)
- Sewage
- Stormwater

- Other/unknown

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

6.2 Underground Service Orientation

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

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

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

6.3 Survey Report

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

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

6.4 Survey Drawing

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

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

AutoCAD and Microstation drawings should be layered using colours and line types to make the drawings easier to read. Below is typical line type/style and colours that can be used to indicate some of the basic utilities:

- | | |
|---------------------------|----------------------------------|
| • Electrical HT & LT | Red |
| • Telecommunications | Green |
| • Water (Potable or Fire) | Blue |
| • Sewage | Brown |
| • Stormwater | White |
| • Gas/Diesel | Orange |
| • Other/unknown | (Any other colour except Yellow) |

Native drawings should be layered using colours and line types to make the drawings easier to read. The line types and colours to be used shall be according to TCP CAD standards attached in the annexures of this document. In addition to TCP CAD standards, the *Contractor* may use typical and non-standard line types as shown in Figure 6-1 and Figure 6-2 below (respectively).

TYPICAL LINE TYPES

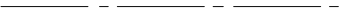
LINE DESCRIPTION	LINE APPEARANCE
1. Centre Line	
2. Solid/Continuous line	
3. Short broken line	
4. Long broken line	
5. Break line	
6. Hatch lines 45°	

Figure 6-1 Typical Line Types

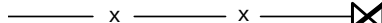
LINE DESCRIPTION	LINE APPEARANCE
1. Electrical power line	
2. Electrical power cable	
3. Stormwater pipe	
4. Sewerage pipe	
5. Telephone line	
6. Water pipe	
7. Fence line and gate	1.8 m 

Figure 6-2 Non-Standard Lines (Optional)

6.5 Services

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

6.5.1 Water (Potable or Fire) system

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

- Pipelines, pipe sizes, type of pipes (where applicable), valves, meters, boreholes and tanks (including capacities where applicable). Flow directions must be shown. Cover and Invert levels for all manholes as well as positions and level of the benchmark must be shown.

6.5.2 Sewage networks

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

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

6.5.3 Power and Telecommunications lines

Position of the power and telecommunication must be shown, and the following information is to be included:

- Cover and Invert levels for all manholes as well as positions and level of the benchmark must be shown.

6.5.4 Stormwater system

Layout of stormwater system, culverts and sizes as well as inlet and outlet structures must be shown. Cover and Invert levels for all manholes as well as positions and level of the benchmark must be shown.

6.5.5 Firefighting equipment

Pump installations, tanks (and capacities – where applicable), fire hydrants, valves, meters, fire extinguishers and fire hose reels may be included. Cover and Invert levels for all manholes as well as positions and level of the benchmark must be shown.

6.6 Survey Methodology

The Tenderer is requested to submit a **Proposed Methodology** in order to attain the required scope and outcomes identified in section 4 and 5 of these documents. The Proposed methodology should comply with the following:

- The requirements listed in section 4 and 5.
- The methodology should aim to be non-invasive/destructive (i.e.: Ground Penetrating radar) or mitigate invasiveness (minimize excavation) in the identification of the services. If an invasive method is unavoidable, the *Contractor* will be responsible to rehabilitate the affected area to its original state once the work is completed. The *Contractor* will be responsible for the repairs and the costs incurred in effecting such repairs to any damage caused to Transnet's property or others' property by the *Contractor's* staff during the excavation.
- The tender methodology will be assessed based on its compliance with the specifications, defined accuracy and quality of information that can be provided.

All inadequacies & limitations of the proposed methodology & equipment must be identified in the method statement in order to ensure that the output is of sufficient quality to meet the required specification. Allowance has been made to assess a methodology which may just fall short of addressing the outcomes in clause 5.1 if properly indicated in the proposal.

7 Previous Experience

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

8 Detailed General Scope and Constraints of Professional Services Required (Detection and Mapping of Underground Services)

The *Services* is to complete a Detection and Mapping of Underground Services for the site specified by Transnet National Ports Authority (TNPA). The *Services* covers the general survey of the site and any other work arising out of or incidental from the *Services* or required of the *Consultant* for proper completion of the work in accordance with the true meaning and intent of the contract document and includes the following::

- Report to the Engineering Manager and or *Employer's Agent* with respect to the Task Order.
- Review, familiarize and understand the proposed site including all constraints and environmental factors.
- Consult, advise, direct and interface with all members of the professional team with regards to survey expertise and develop the detailed civil scope of works.
- Review, familiarise and understand the Engineering, Architectural requirements and operational requirements of the area to be surveyed as part of the project.

10 Specifications

10.2 Applicable Standard Specifications

There are no technical specifications available

10.3 Applicable Generic Specifications

Transnet E7/1 (July 1988): Specification for works on, over, under or adjacent to railway lines and near high voltage equipment

10.4 The *Consultant* must make sure that they obtain an access certificate, together with their personnel they must comply to any safety requirements imposed by Transnet National Port Authority as arranged by the Employer's Agent.

- The survey structures, services, buildings, roads, railway lines , electrical cables and markers, storm water drains, rock outcrops, culverts , fences and gates within the area allocated by Transnet National Port Authority.
- Establish permanent and temporary trench positions.
- Survey work which could be expected of a qualified surveyor that is professionally registered with South African Geomatics Council (SAGC) as well as relevant Utility Detection ISO accreditation.
- Survey equipment to be used must be in accordance with Transnet National Port Authority's requirements that is fit for purpose and must be approved.
- Be proactive with the closing and handover of the works to the operational staff
- Any other reasonable works required to successfully deliver the project to the client on time, budget , at the accepted quality.
- The Consultant shall adhere to all Transnet Engineering, Project Management and Documentation control procedures
- Prepare drawings as per Transnet National Port Authority's drawing standards
- Handover all documentation including drawings in native file format.

11 Cadastral Information

Cadastral information from the Surveyor General's (SG) office has to be obtained and converted to relevant

survey system (WGS84) and superimposed in separate layers (i.e. line work on a separate layer from boundary points) on digital terrain and plotted drawings. The requirements of COLTO TMH11, Chapter 6 shall be applied for compiling these cadastral plans.

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

12 Format information to be provided

- 12.1 The survey information shall be supplied in a digital format (assessable on Microstation and AutoCAD). All drawings provided must comply with TCP CAD Standards (ENG-STD-0001) as provided in the appendices of this document. The layers used in these CAD standards will be supplied by the Employer. No scanned digital information will be allowed.
- 12.2 The DTM data shall be in an ASCII, LANDXML and TOT format, supplied on a virus free compact disc and readable by the software programme CIVIL DESIGNER & BENTLEY POWER RAIL TRACK.
- 12.3 All annotations on the plan shall be in English.
- 12.4 The plan shall be orientated with north at the top of the drawing.
- 12.5 **Levels** shall be displayed with a point as the **decimal point** and this point shall be placed at the centre of the level and must **correspond with the survey shot**. All levels shall be in accordance with ENG-STD-0001.
- 12.6 **Levels** shall be indicated with **4 digits before the decimal point and 2 digits** after the decimal point, with lettering not less than 2.5mm high, in Arial font. The level shall be one text line.
- 12.7 To prevent cluttering of the as-is drawings, when plotting these levels the *Consultant* shall ensure that they are spaced not closer than **1mm apart (at a 1:500 scale)**, and that the numerals indicating the levels do not **overlap**.
- 12.8 Levels and descriptions of the level shall be on separate CAD layers.
- 12.9 Co-ordinates system and datum level
 - All co-ordinates shall be based upon the WGS system.
 - The datum for levels shall be MSL.

13 Accurate Measurement Tolerances

- 13.1 Invert levels of culverts and manholes shall be accurate to $\pm 10\text{mm}$.
- 13.2 Total station X + Y values 30mm and Z values 25mm

14 Integrity of Results

- 14.1 The Consultant shall ensure, by means of field checks or other independent confirmations, that the task complies with the specified standards and shall furnish proof, if required by the Employers Agent, that drawings depict details correctly.



- 14.2 The Employers Agent will scrutinise and check the fieldwork, calculations, drawings, and records to such an extent as he may deem necessary in order to satisfy himself that the terms of the contract and specification are met and complied with

15 Deliverables

- 15.1 Survey Data:
Data shall be submitted on a CD as a "Civil Designer format" & "Bentley Power Rail Track format" or equivalent file that can be used in "Civil Designer" & "Bentley Power Rail Track".
- 15.2 Data Mapping:
data mapping shall be provided in the form of hard copies to a scale of 1:500 as well as a magnetic medium in a format assessable by Microstation and AutoCAD (.dwg and/or .dxf format) on a CD.
- 15.3 Tabulation of survey data in Excel and ASCII format
- 15.4 A list showing all descriptions of survey codes used.
- 15.5 Photographs of the site in general must be provided in a digital format.
- 15.6 A walk-through digital video recording of the site in general must be provided.

16 Mapping Presentation

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

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

17 Technical Requirements

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

18 Ownership of Data, Designs and Documents

The *Parties* shall agree that copyright in the data, design and documents shall, after payments by the *Employer* of the services to the *Consultants*, lie with the *Employer* subject to the *Employer's* indemnification against any claim from any party that may arise as a result of the *Employer's* use of such a document due to the *Consultant's* infringement of copyright. All documentation including Technical documentation such as: Engineering design and drawings shall be submitted in native format to the *Employer*.

19 Facilities and Equipment Provided by Employer



TRANSNET NATIONAL PORTS AUTHORITY

CONTRACT NUMBER: TNPA/2022/10/1253/14617/RFP

DESCRIPTION OF THE WORKS: FRAMEWORK OF ENGINEERING AND BUILT ENVIRONMENT SERVICES FOR
A PERIOD OF 24 MONTHS.

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

Annexure C11 – Scope of Services for **Traffic Study and Simulation Services**

1 **Employer's objectives**

The *Employer's* objective in framing an approved list to provide **traffic study and simulation services** anywhere in South Africa on an as and when instructed basis is to serve Transnet National Port Authority's emerging needs and requirements.

2 **Background**

2.1 The *Employer* aims to enter into an approved list with a small number of Service Providers, following a competitive selection process for the **traffic study and simulation services** for a term of 2 years, based on the NEC3 Professional Services Contract (Option G: Term Service).

2.2 The *Employer's Agents* requiring services falling within the scope of this approved list, may following the preparation of a Task Order:

- a) issue the Task Order in accordance with the terms of the approved list to the *Consulting engineer Tier* within the approved list who in their opinion is most suited to provide the service in the best interest of the *Employer*; or
- b) where the terms of the approved list require modification, or where considered desirable, request all *Consultants* who are on the approved list covering the required scope of work to submit quotations for the Task Order in terms of specific contract data which includes data which might modify the approved list.

2.3 *Consultants* shall be issued with Task Orders to Provide the Services within the term of the approved list, but may be invited within the term of such lists to quote to Provide Services with a completion date beyond the term of the list, in which case, the term will continue until services so instructed are completed.

3 **Management and start up**

3.1 **Documentation control**

The *Consultant* shall submit all documentation complying with the *Employer's* standards and requirements. The standards and requirements shall be detailed in the specific task order. The *Consultant* will issue all relevant documentation to the *Employer*, but control, maintenance and handling of these documents will be the *Consultant's* sole responsibility and at its expense, and managed with a suitable document control system.

All documents issued to 3rd Party contractors and to the *Employer* must be submitted through the *Employer's* Document Control Department.

3.2 **Health & Safety Requirements**

The *Consultant* shall comply with the Health and Safety requirements contained in the HAS-STD-001 'Transnet National Port Authority's Health and Safety and Procedural Compliance with the Occupational Health and Safety Act and Applicable Regulations' to this Works Information.

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

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

The *Consultant* shall, in particular, comply with the following:

- (i) The Compensation for Occupational Injuries and Diseases Act, no.130 of 1993. The *Consultant* shall produce proof of his registration and good standing with the Compensation Commissioner in terms of the Act and submit with his tender.
- (ii) Act 85 of 1993, Occupational Health and Safety Act.
- (iii) The Provisional Ordinances and Local Authority, by-laws and all relevant regulations framed there under.
- (iv) The *Consultant* and his employees shall have valid safety inductions when accessing or working on site. Copies of which shall be submitted to the *Employer's Agent*. This will be at a time and location Transnet will arrange. The *Consultant* must allow for this in his pricing.
- (v) All personnel working on site must have attended the Health and Safety induction course and be in possession of a permit to access the various sites.
- (vi) Any specific site, environmental and operational conditions.
- (vii) During the execution period of the *works* a monthly report will be submitted of all incidents and accidents to be filled in on the attached form marked "Annexure 3"

3.3 Environmental constraints and management

The *Consultant* shall provide a *Consultant's* Environmental Management Plan (CEMP) addressing all the potential impacts of his activities. The *Employer's Agent* has the right to request additional specific work method statements should in his opinion this be required.

The *Consultant* shall make good all damages to the environment to the satisfaction of the *Employer's Agent*.

The *Consultant* shall, at all times, comply with the statutes that prohibit pollution of any kind. These statutes are enacted in the following legislation:

- The National Environmental Management Act, 107/1998
- The Environmental Conservation Act, 73/1989; and
- The National Water Act, 36/1998

The *Consultant* shall appoint a responsible person to ensure that no incident shall occur on site that could cause pollution. Where the *Consultant* was negligent and caused any form of pollution the damage shall be rectified at the *Consultant's* cost.

3.4 Quality assurance requirements

The onus rests on the *Consultant* to produce work which will conform in quality and accuracy of detail to the requirements of the Task Orders and Specifications, and the *Consultant* must, at his own expense, institute a

quality control system and provide experienced technical staff together with all transport, instruments and equipment to ensure adequate supervision and control of the works at all times.

The *Consultant* shall submit his proposed Quality Control Procedures (QCP) to the *Employer's Agent* for approval. Site Access will not be permitted until the QCP is to the *Employer's Agent* satisfaction.

3.5 *Consultant's* management, supervision and key people

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

The *Employer's* agent shall approve all key resources mobilised on the task order.

3.6 Insurance provided by the *Employer*

Procedures for making insurance claims can be obtained from the *Employer's Agent*.

3.7 Contract change management

The standard reporting forms that shall be used will be provided to the *Consultant*.

4 Procurement

4.1 People

4.1.1 BBBEE and preference scheme

Transnet supports the Government's BBBEE initiatives and encourages its suppliers to obtain accreditation by one of the Accreditation Agencies. Transnet would prefer their suppliers to have a BBBEE status at least a level 4 on the DTI Scorecard. Transnet therefore urges tenderers to have themselves accredited by one of the various Accreditation Agencies available, which agency must be SANAS accredited and who further do their BBBEE ratings in accordance with the latest DTI Codes of Good Practice.

4.1.2 Preferred sub-consultants

The *Consultant* shall not appoint or bring sub-consultants onto site without the prior approval of the *Employer's Agent*, and all sub-consultants will be required to conform to the requirements as set out herein as if they were employees of the *Consultant*.

The *Consultant* shall not deviate from the approved sub-consultant's list without prior approval of the *Employer's Agent*.

4.1.3 Sub-consultants documentation, and assessment of sub-consultant tenders

The *Consultant* shall appoint his sub-consultants on the basis of the NEC3 PSC agreements, i.e. on the same terms and conditions applicable to be agreement between Transnet and the *Consultant*.

4.1.4 Attendance on sub-consultants

The *Consultant* shall ensure that the quality assurance requirements placed on him under this Contract are transferred into any sub-consultants.



4.1.5 Plant & Materials provided “free issue” by the *Employer*

No plant or materials are provided as “free issue” by the *Employer*

5 Management structures

5.1 The Task Orders shall indicate who the *Employer’s Agent* is. The *Employer’s Agent* is fully empowered to act on behalf of the *Employer* for the services covered by the Task Order.

5.2 The task orders shall provide the details of the scope of services to be provided and any special requirements to be met by the *Consultant*.

6 Description of the services

6.1 Terms of Reference

The request for service includes the following activities:

- a) Prepare a Traffic Impact Assessment (TIA) on *roadways and intersections, parking bays, terminals, etc.*
- b) Prepare Traffic Management Plan (TMP) on *roadways and intersections, parking bays, terminals, etc.*
- c) Develop and present a simulation model.
- d) Model different scenarios taking into account unscheduled events.
- e) A total of three projected traffic scenarios are to be developed. The respective scenarios are to include short, medium and long term year projections.
- f) Assessments, Simulations, and Reporting

6.2 Specialist scope of services

The services that are required may involve one or a combination of the following:

- a) **Traffic Impact Assessment** which includes but is not limited to:
 - (i) Status quo assessment of the areas surrounding the site consisting of transport inventory, traffic counts, traffic operational analysis and assessment.
 - (ii) Road network mitigating measures for existing traffic operational and capacity constraints that may be identified in the status quo assessment.
 - (iii) Sourcing the existing and latent land use rights from available records at the land use management department. This would be used for traffic demand estimation.
 - (iv) Assess the traffic impacts of future traffic growth taking into consideration modal splits, if any, as well as the approved latent land use rights.
 - (v) Carry out the traffic demand, traffic distribution, traffic assignment and traffic capacity assessment for latent land use rights for the base year scenario to determine road network traffic operations and requirements.
 - (vi) Carry out a development potential scenario/spare capacity assessment for additional road improvements that can be implemented over and above the improvements required to accommodate the latent land use rights.

(vii) The submitted TIA must include the following sections, as outlined by TMH16:



-
1. Introduction
 2. Traffic Impact Assessment Cover
 3. Cover letter
 4. Development particulars
 5. Primary study area
 6. Secondary study area
 7. Background information
 8. Site investigations
 9. Approval by other planning authorities (TNPA, etc.)
 10. Traffic demand estimation (detailed below)
 11. Demand-side mitigation
 12. Proposed improvements
 13. Traffic Impact Assessment Scenarios
 14. Improvement costs (external services)
 15. Engineering Service Contributions
 16. Conclusions and recommendations
- The abovementioned traffic demand estimation is required for *roadways and intersections, parking bays, terminals, etc.* The following sections must be included in the submission:
1. Traffic Demand parameters
 - Assessment years
 - Assessment hours
 - Peak hour factors
 2. Background traffic demand estimation
 - Introduction
 - Traffic counts
 - Traffic growth
 - Existing exercised land-use rights
 - Trip generation by other developments
 - Redistribution of background traffic
 3. Trip generation
 - Trip generation rates
 - Modal split
 - Trip types
 4. Trip distribution and assignment
 - Introduction
 - Trip types
 - Pass-by trips
 - Diverted trips (if any)
 - Transferred trips
 - Primary trips
 - Traffic assignment
 5. Total Traffic Demand
 - Introduction
 - Required information
 6. Multimodal Traffic Demand
 - Introduction
 - Demand estimation

b) **Traffic Management Plan** for *roadways and intersections, parking bays, terminals, etc* which includes but is not limited to:

- (i) Preparation of a Traffic Management Plan (TMP). TMP to address vehicles, pedestrians and heavy vehicles. TMP to also address access control and circulation for vehicles, pedestrians and heavy vehicles. TMP to take into consideration modal split, if any, on the current and future development of the *roadways and intersections, parking bays, terminals, etc*. TIA to be included in TMP as subsection, if applicable.
- (ii) Modelling of the current and *future roadways and intersections, parking bays, terminals, etc*, identification of shortcomings, collation of information and simulation alternatives based on future developments.
- (iii) Internal Layout – Micro simulation of internal traffic flow.
- (iv) Internal traffic signalling.
- (v) Evaluate the impact of hypothetical incidents and identify mitigation measures for each incident
- (vi) Liaison with internal and external stakeholders (Municipality, TNPA, TPT, TFR, etc).
- (vii) The following guidelines must be included in the TMP:
 - 1. Project Information
 - Purpose and Scope
 - Project Location
 - Site Constraints
 - TMP Objectives
 - Site Owner Representative
 - 2. Vehicle and Pedestrian Operations
 - Nature of Operations
 - Details of Operations
 - Areas of Site Operations
 - Existing Traffic and Speed Information
 - 3. Planning
 - Risk Identification And Assessment
 - Traffic Assessment
 - Proposed Speed Zones
 - Parking Facilities and Site Capacity
 - Heavy Vehicles
 - Pedestrian Crossings
 - Site Assessment
 - Operations Programming
 - Emergency Planning
 - Consultation And Communication With Relevant Stakeholders
 - 4. Implementation
 - Hazard Identification, Risk Assessment and Control
 - Traffic Flow Diagrams
 - 5. Management Review

c) **Simulation Model:**

A simulation model accurately depicting the processes taking place at *roadways and intersections, parking bays, terminals, etc* must be submitted. The traffic demand estimation parameters described in Section 6.2 above can be used as input into the model to depict how the vehicles will be moving throughout the *roadways and intersections, parking bays, terminals, etc*. Different scenarios must be depicted in the model taking into account unscheduled events. The model will be used in order to

optimise the current and future processes as well as to observe how any changes in the processes will influence the system. Final traffic flow diagrams must also be produced indicating the traffic flow throughout the terminal before and after the development.

The furnishing of all technical expertise, labour component, materials and devices for the provision of consulting **traffic study and simulation services** for Transnet National Port Authority in the Port environment.

The scope of services will be detailed out in the Task Order issued by the *Employer*. The services are to be carried out in accordance with the applicable Clause 3 (Guideline Scope of Services) of the latest provisions of the guideline Scope of Service and Tariff of Fees for Persons Registered in terms of the Engineering Professions Act 2000, Published by the Engineering council of South Africa.

It is the *Consultant's* responsibility to ensure he is in possession and full knowledge of the contents of the latest issues of the Act.

The *Consultant* shall enquire that all Technical Engineering activities and deliverables are prepared in compliance with Transnet's PLP methodology.

6.2 Detailed General Scope of Professional Services Required (Traffic Engineering)

The consulting **Traffic engineer** shall be an integrated member of the multidisciplinary professional team and his areas of responsibility as included in the Engineering Professions Act 2000, Published by the Engineering council of South Africa (and not limited to), shall be to achieve the following key deliverables on the respective task orders:

- Report to the Engineering Manager and or *Employer's Agent* with respect to the Task Order.
- Review, familiarize and understand the proposed site including all constraints and environmental factors.
- Consult, advise, direct and interface with all members of the professional team with regards to engineering expertise and develop the detailed scope of works.
- Obtain and review existing data.
- Review, familiarise and understand the Engineering requirements and operational requirements for the infrastructure to be provided as part of the project.
- Provide other Engineering disciplines with all the key and critical requirements at inception of the project.
- Prepare preliminary and conceptual designs, presentations, schematics, images and presentations (where applicable and required).
- Meet with stakeholders, and provide appropriate information to the professional team.
- Prepare calculations, computer simulations.
- Prepare estimates at various stages of the project at the expected levels of accuracy.
- Prepare reports at the various stages of the projects to the professional team and other relevant stakeholders.
- Prepare all engineering elements relevant to task order.



- Undertake design coordination with all other designs from the professional team.
- Undertake and be available to execute SQUAD Checks at various stages of the project.
- All Transnet Tender procedures and policies shall be applicable and adhered to at all times.
- Chair and or assist with Site Meetings and prepare and submit project site meeting minutes.
- Attend all site meetings, project meetings, design coordination meetings and relevant client/stakeholder meetings.
- Assist the quantity surveyor in the monthly payment certificates for submission to client.
- Be proactive with the closing and handover of the works to the operational staff.
- Any other reasonable works required to successfully deliver the project to the client on time, on budget, at the accepted quality.
- The Consultant shall adhere to all Transnet Engineering, Project Management and Documentation control procedures.
- Prepare drawings as per Transnet National Port Authority's drawing standards.
- Hand over all documentation including drawings in native file format.

6.3 Technical requirements

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

6.4 Ownership of Data, Designs and Documents

The *Parties* shall agree that copyright in the data, design and documents shall, after payments by the *Employer* of the services to the *Consultants*, lie with the *Employer* subject to the *Employer's* indemnification against any claim from any party that may arise as a result of the *Employer's* use of such a document due to the *Consultant's* infringement of copyright. All documentation including Technical documentation such as: Engineering design and drawings shall be submitted in native format to the *Employer*.

7 Facilities and equipment to be provided by the Employer

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



Annexure C12 – Scope of Services for Chemicals and Hydrocarbons Engineering

1 ***Employer's objectives***

The Employer's objective in entering into framework contracts to provide chemical engineering anywhere in South Africa on an as and when instructed basis is to serve Transnet National Ports Authority's' emerging needs and requirements.

2 **Background**

2.1 The *Employer* has entered into a number of framework agreements with a small number of Service Providers, following a competitive selection process for the **chemical engineering services** for a term of 2 years, based on the NEC3 Professional Services Contract (Option G: Term Service).

2.2 The *Employer's Agents* requiring services falling within the scope of these contracts, may following the preparation of a Task Order:

- a) issue the Task Order in accordance with the terms of the framework contract to the *Consulting Engineer* who in their opinion is most suited to provide the service in the best interest of the *Employer*; or
- b) where the terms of the framework contract require modification or, where considered desirable, request all *Consultants* who have framework contracts covering the required scope of work to submit quotations for the Task Order in terms of specific contract data which includes data which might modify the framework contract.

2.3 *Consultants* shall be issued with Task Orders to Provide the Services within the term of the framework contract, but may be invited within the term of such contracts to quote to Provide Services with a completion date beyond the term of the contract, in which case, the term will continue until services so instructed are completed.

3 **Management and start up**

3.1 **Documentation control**

The *Consultant* shall submit all documentation complying with the *Employer's* standards and requirements. The standards and requirements shall be detailed in the specific task order. The *Consultant* will issue all relevant documentation to the *Employer*, but control, maintenance and handling of these documents will be the *Consultant's* sole responsibility and at its expense, and managed with a suitable document control system.

All documents issued to 3rd Party contractors and to the *Employer* must be submitted through the *Employer's* Document Control Department.

3.2 **Health & Safety Requirements**

The *Consultant* shall comply with the Health and Safety requirements contained in the HAS-STD-001 'Transnet Capital Projects Health and Safety and Procedural Compliance with the Occupational Health and Safety Act and Applicable Regulations' to this Works Information.

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

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

The *Consultant* shall, in particular, comply with the following:

- (i) The Compensation for Occupational Injuries and Diseases Act, no.130 of 1993. The *Consultant* shall produce proof of his registration and good standing with the Compensation Commissioner in terms of the Act and submit with his tender.
- (ii) Act 85 of 1993, Occupational Health and Safety Act.
- (iii) The Provisional Ordinances and Local Authority, by-laws and all relevant regulations framed there under.
- (iv) The *Consultant* and his employees shall have valid safety inductions when accessing or working on site. Copies of which shall be submitted to the *Employer's Agent*. This will be at a time and location Transnet will arrange. The *Consultant* must allow for this in his pricing.
- (v) All personnel working on site must have attended the Health and Safety induction course and be in possession of a permit to access the various sites.
- (vi) Any specific site, environmental and operational conditions.
- (vii) During the execution period of the *works* a monthly report will be submitted of all incidents and accidents to be filled in on the attached form marked "Annexure 3"

3.3 Environmental constraints and management

The *Consultant* shall provide a *Consultant's* Environmental Management Plan (CEMP) addressing all the potential impacts of his activities. The *Employer's Agent* has the right to request additional specific work method statements should in his opinion this be required.

The *Consultant* shall make good all damages to the environment to the satisfaction of the *Employer's Agent*.

The *Consultant* shall, at all times, comply with the statutes that prohibit pollution of any kind. These statutes are enacted in the following legislation:

- The National Environmental Management Act, 107/1998
- The Environmental Conservation Act, 73/1989; and
- The National Water Act, 36/1998

The *Consultant* shall appoint a responsible person to ensure that no incident shall occur on site that could cause pollution. Where the *Consultant* was negligent and caused any form of pollution the damage shall be rectified at the *Consultant's* cost.

3.4 Quality assurance requirements

The onus rests on the *Consultant* to produce work which will conform in quality and accuracy of detail to the requirements of the Task Orders and Specifications, and the *Consultant* must, at his own expense, institute a quality control system and provide experienced technical staff together with all transport, instruments and

equipment to ensure adequate supervision and control of the works at all times.

The *Consultant* shall submit his proposed Quality Control Procedures (QCP) to the *Employer's Agent* for approval. Site Access will not be permitted until the QCP is to the *Employer's Agent* satisfaction.

3.5 *Consultant's* management, supervision and key people

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

The *Employer's* agent shall approve all key resources mobilised on the task order.

3.6 Insurance provided by the *Employer*

Procedures for making insurance claims can be obtained from the *Employer's Agent*.

3.7 Contract change management

The standard reporting forms that shall be used will be provided to the *Consultant*.

4 Procurement

4.1 People

4.1.1 BBBEE and preference scheme

Transnet supports the Government's BBBEE initiatives and encourages its suppliers to obtain accreditation by one of the Accreditation Agencies. Transnet would prefer their suppliers to have a BBBEE status at least a level 4 on the DTI Scorecard. Transnet therefore urges tenderers to have themselves accredited by one of the various Accreditation Agencies available, which agency must be SANAS accredited and who further do their BBBEE ratings in accordance with the latest DTI Codes of Good Practice.

4.1.2 Preferred sub-consultants

The *Consultant* shall not appoint or bring sub-consultants onto site without the prior approval of the *Employer's Agent*, and all sub-consultants will be required to conform to the requirements as set out herein as if they were employees of the *Consultant*.

The *Consultant* shall not deviate from the approved sub-consultant's list without prior approval of the *Employer's Agent*.

4.1.3 Sub-consultants documentation, and assessment of sub-consultant tenders

The *Consultant* shall appoint his sub-consultants on the basis of the NEC3 PSC agreements, i.e. on the same terms and conditions applicable to be agreement between Transnet and the *Consultant*.

4.1.4 Attendance on sub-consultants

The *Consultant* shall ensure that the quality assurance requirements placed on him under this Contract are transferred into any sub-consultants.

4.1.5 Plant & Materials provided "free issue" by the *Employer*

No plant or materials are provided as “free issue” by the *Employer*

5 Management structures

- 5.1** The Task Orders shall indicate who the *Employer’s Agent* is. The *Employer’s Agent* is fully empowered to act on behalf of the *Employer* for the services covered by the Task Order
- 5.2** The task orders shall provide the details of the scope of services to be provided and any special requirements to be met by the *Consultant*.

6 Description of the services

6.1 Specialist scope of services

The services that are required may involve one or a combination of the following, but not limited to:

- Chemical Engineering services, which would include technical research, advise, risk, safety, planning, design, etc., of Port related chemical facilities, tanks, pipelines, terminals and loading facilities, etc., with specific focus on the following products, but not limited to:
 - Hydrogen,
 - Ammonia,
 - Liquid Organic Hydrocarbons (LOHC)
 - Methanol,
 - Naphtha,
 - Synthetic fuels (eDiesel, eKerosine, etc.)
 - Biofuels,
 - Etc.
- Risk assessments, development of safety guidelines and SOPs, determination of risk zones, safety zones, explosive zones, exclusion zones, etc., for above listed infrastructure and products.
- The identification of regulations, standards and codes related to the above infrastructures and products, interpretation thereof for compliance by TNPA, and then the development of templates, procedures and check sheets to allow TNPA to:
 - Review and approve chemical related infrastructure and products,
 - Review and approve risk assessments and mitigating measures,
 - Accept third party certification of chemical related infrastructures,
 - Conduct oversight compliance audits on chemical related facilities.

The furnishing of all technical expertise, labour component, materials and devices for the provision of consulting chemical engineering services for the Transnet National Ports Authority in the Port, Rail and Petrochemical environment.

The scope of services will be detailed out in the Task Order issued by the *Employer*. The services are to be carried out in accordance with the applicable Clause 3 (Guideline Scope of Services) of the latest provisions of the guideline Scope of Service and Tariff of Fees for Persons Registered in terms of the Engineering Professions Act 2000, Published by the Engineering council of South Africa.

It is the *Consultant's* responsibility to ensure he is in possession and full knowledge of the contents of the latest issues of the Act.

The *Consultant* shall enquire that all Technical Engineering activities and deliverables are prepared in compliance with Transnet's PLP methodology.

6.2 Detailed General Scope of Professional Services Required (Chemical Engineering)

The consulting **chemical engineer** shall be an integrated member of the multidisciplinary professional team and his areas of responsibility as included in the Engineering Professions Act 2000, Published by the Engineering council of South Africa (and not limited to), shall be to achieve the following key deliverables on the respective task orders:

- Report to the Engineering Manager and or *Employer's Agent* with respect to the Task Order.
- Review, familiarize and understand the proposed site including all constraints and environmental factors.
- Consult, advise, direct and interface with all members of the professional team with regards to civil engineering expertise and develop the detailed civil scope of works.
- Review, familiarise and understand the Architectural requirements and operational requirements of the facilities to be provided as part of the project.
- Provide other Engineering disciplines with all the key and critical requirements at inception of the project.
- Prepare preliminary and conceptual designs, presentations, schematics, images and presentation for.
- Meet with stakeholders, develop schematic drawings into detail, and provide appropriate information to the professional team.
- Prepare calculations, computer simulations.
- Prepare estimates at various stages of the project at the expected levels of accuracy.
- Prepare reports at the various stages of the projects to the professional team and other relevant stakeholders.
- Prepare detail designs on all engineering elements relevant to task order.
- Undertake design coordination with all other designs from the professional team.
- Undertake and be available to execute SQUAD Checks at various stages of the project.
- Prepare comprehensive Approved for Construction Drawings and detail for tender and construction phase of project.
- Prepare NEC3 Contract works information and pricing information for incorporation into and the solicitation of tenders.
- Prepare various technical specifications for the works taking value engineering principles and fit for purpose solutions.
- Prepare Bills of quantities and equipment lists where required.
- All Transnet Tender procedures and policies shall be applicable and adhered to at all times.

- Assist with the tendering process, selection and appointment of contractors as applicable.
- Assist in conducting a compulsory site clarification meeting for prospective contractors.
- Check correctness of submitted tenders.
- Assist the Employer's Procurement department with the evaluation of tenders and preparation of tender evaluation reports.
- Administer the construction contract on site.
- Ensure the appointed contractor/s works according to the statutory and safety regulations as well as provide the compulsory safety work plan for the execution of the construction works.
- Chair and or assist with Site Meetings and prepare and submit project site meeting minutes.
- Provide a suitably qualified civil Clerk of Works to ensure quality standards are maintained.
- Attend all site meetings, project meetings, design coordination meetings and relevant client/stakeholder meetings.
- Assist the quantity surveyor in the monthly payment certificates for submission to client.
- Monitor integrity of technical, quality and performance aspects during construction and commissioning up to final handover stage.
- Prepare commissioning, pre-commissioning and handover reports.
- Prepare ASBUILT documentation and maintenance manuals.
- Be proactive with the closing and handover of the works to the operational staff.
- Any other reasonable works required to successfully deliver the project to the client on time, on budget, at the accepted quality.
- The Consultant shall adhere to all Transnet Engineering, Project Management and Documentation control procedures.
- Prepare drawings as per Transnet Capital Projects' drawing standards.
- Hand over all documentation including drawings in native file format.

6.3 Technical requirements

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

6.4 Ownership of Data, Designs and Documents

The *Parties* shall agree that copyright in the data, design and documents shall, after payments by the *Employer* of the services to the *Consultants*, lie with the *Employer* subject to the *Employer's* indemnification against any claim from any party that may arise as a result of the *Employer's* use of such a document due to the *Consultant's* infringement of copyright. All documentation including Technical documentation such as: Engineering design and drawings shall be submitted in native format to the *Employer*.

7 Facilities and equipment to be provided by the Employer



TRANSNET NATIONAL PORTS AUTHORITY

CONTRACT NUMBER: TNPA/2022/10/1253/14617/RFP

DESCRIPTION OF THE WORKS: FRAMEWORK OF ENGINEERING AND BUILT ENVIRONMENT SERVICES FOR
A PERIOD OF 24 MONTHS

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



Annexure C13 – Scope of Services for **Desalination Studies and Oversight**

1 ***Employer's objectives***

The Employer's objective in entering into framework contracts to provide engineering and environmental services for inputs and oversight into the implementation of sea water reverse osmosis (SWRO) plants anywhere in South Africa on an as and when instructed basis is to serve Transnet National Ports Authority's emerging needs and requirements.

2 **Background**

- 2.1** The *Employer* has entered into a number of framework agreements with a small number of Service Providers, following a competitive selection process for the **civil engineering services** for a term of 2 years, based on the NEC3 Professional Services Contract (Option G: Term Service).
- 2.2** The *Employer's Agents* requiring services falling within the scope of these contracts, may following the preparation of a Task Order:
- a) issue the Task Order in accordance with the terms of the framework contract to the *Consulting Engineer* who in their opinion is most suited to provide the service in the best interest of the *Employer*; or
 - b) where the terms of the framework contract require modification or, where considered desirable, request all *Consultants* who have framework contracts covering the required scope of work to submit quotations for the Task Order in terms of specific contract data which includes data which might modify the framework contract.
- 2.3** *Consultants* shall be issued with Task Orders to Provide the Services within the term of the framework contract, but may be invited within the term of such contracts to quote to Provide Services with a completion date beyond the term of the contract, in which case, the term will continue until services so instructed are completed.

3 **Management and start up**

3.1 **Documentation control**

The *Consultant* shall submit all documentation complying with the *Employer's* standards and requirements. The standards and requirements shall be detailed in the specific task order. The *Consultant* will issue all relevant documentation to the *Employer*, but control, maintenance and handling of these documents will be the *Consultant's* sole responsibility and at its expense, and managed with a suitable document control system.

All documents issued to 3rd Party contractors and to the *Employer* must be submitted through the *Employer's* Document Control Department.

3.2 **Health & Safety Requirements**

The *Consultant* shall comply with the Health and Safety requirements contained in the HAS-STD-001 'Transnet Capital Projects Health and Safety and Procedural Compliance with the Occupational Health and Safety Act and Applicable Regulations' to this Works Information.

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

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

The *Consultant* shall, in particular, comply with the following:

- (i) The Compensation for Occupational Injuries and Diseases Act, no.130 of 1993. The *Consultant* shall produce proof of his registration and good standing with the Compensation Commissioner in terms of the Act and submit with his tender.
- (ii) Act 85 of 1993, Occupational Health and Safety Act.
- (iii) The Provisional Ordinances and Local Authority, by-laws and all relevant regulations framed there under.
- (iv) The *Consultant* and his employees shall have valid safety inductions when accessing or working on site. Copies of which shall be submitted to the *Employer's Agent*. This will be at a time and location Transnet will arrange. The *Consultant* must allow for this in his pricing.
- (v) All personnel working on site must have attended the Health and Safety induction course and be in possession of a permit to access the various sites.
- (vi) Any specific site, environmental and operational conditions.
- (vii) During the execution period of the *works* a monthly report will be submitted of all incidents and accidents to be filled in on the attached form marked "Annexure 3"

3.3 Environmental constraints and management

The *Consultant* shall provide a *Consultant's* Environmental Management Plan (CEMP) addressing all the potential impacts of his activities. The *Employer's Agent* has the right to request additional specific work method statements should in his opinion this be required.

The *Consultant* shall make good all damages to the environment to the satisfaction of the *Employer's Agent*.

The *Consultant* shall, at all times, comply with the statutes that prohibit pollution of any kind. These statutes are enacted in the following legislation:

- The National Environmental Management Act, 107/1998
- The Environmental Conservation Act, 73/1989; and
- The National Water Act, 36/1998

The *Consultant* shall appoint a responsible person to ensure that no incident shall occur on site that could cause pollution. Where the *Consultant* was negligent and caused any form of pollution the damage shall be rectified at the *Consultant's* cost.

3.4 Quality assurance requirements

The onus rests on the *Consultant* to produce work which will conform in quality and accuracy of detail to the requirements of the Task Orders and Specifications, and the *Consultant* must, at his own expense, institute a

quality control system and provide experienced technical staff together with all transport, instruments and equipment to ensure adequate supervision and control of the works at all times.

The *Consultant* shall submit his proposed Quality Control Procedures (QCP) to the *Employer's Agent* for approval. Site Access will not be permitted until the QCP is to the *Employer's Agent* satisfaction.

3.5 *Consultant's management, supervision and key people*

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

The *Employer's agent* shall approve all key resources mobilised on the task order.

3.6 *Insurance provided by the Employer*

Procedures for making insurance claims can be obtained from the *Employer's Agent*.

3.7 *Contract change management*

The standard reporting forms that shall be used will be provided to the *Consultant*.

4 *Procurement*

4.1 *People*

4.1.1 *BBBEE and preference scheme*

Transnet supports the Government's BBBEE initiatives and encourages its suppliers to obtain accreditation by one of the Accreditation Agencies. Transnet would prefer their suppliers to have a BBBEE status at least a level 4 on the DTI Scorecard. Transnet therefore urges tenderers to have themselves accredited by one of the various Accreditation Agencies available, which agency must be SANAS accredited and who further do their BBBEE ratings in accordance with the latest DTI Codes of Good Practice.

4.1.2 *Preferred sub-consultants*

The *Consultant* shall not appoint or bring sub-consultants onto site without the prior approval of the *Employer's Agent*, and all sub-consultants will be required to conform to the requirements as set out herein as if they were employees of the *Consultant*.

The *Consultant* shall not deviate from the approved sub-consultant's list without prior approval of the *Employer's Agent*.

4.1.3 *Sub-consultants documentation, and assessment of sub-consultant tenders*

The *Consultant* shall appoint his sub-consultants on the basis of the NEC3 PSC agreements, i.e. on the same terms and conditions applicable to be agreement between Transnet and the *Consultant*.

4.1.4 *Attendance on sub-consultants*

The *Consultant* shall ensure that the quality assurance requirements placed on him under this Contract are transferred into any sub-consultants.



4.1.5 Plant & Materials provided “free issue” by the *Employer*

No plant or materials are provided as “free issue” by the *Employer*

5 Management structures

5.1 The Task Orders shall indicate who the *Employer’s Agent* is. The *Employer’s Agent* is fully empowered to act on behalf of the *Employer* for the services covered by the Task Order

5.2 The task orders shall provide the details of the scope of services to be provided and any special requirements to be met by the *Consultant*.

6 Description of the services

6.1 Specialist scope of services

The services that are required may involve one or a combination of the following:

- Sea water quality testing and analysis
- A review of possible SWRO plant locations and their physical size requirements
- A review of plant options and their cost implications
- An analysis of plant capacity
- Production of concept plant designs
- Hydraulic modelling of ports water networks based on proposed plant
- Fire engineering in supporting the new network supply
- Dispersion modelling of brine discharge
- Renewable energy analysis for plant
- Production of documents to support a tender
- Environmental screening and analysis
- Development of Marine Impact Assessments (MIA)
- Development of other environmental studies as may be required (including but not limited to Basic Assessments (BA) and Environmental Impact Assessments (EIA))
- Support during tender adjudication
- Construction oversight on behalf of the Client

The furnishing of all technical expertise, labour component, materials and devices for the provision of consulting services for the Transnet National Ports Authority in the Port environment.

The scope of services will be detailed out in the Task Order issued by the *Employer*. The services are to be carried out in accordance with the applicable Clause 3 (Guideline Scope of Services) of the latest provisions of the guideline Scope of Service and Tariff of Fees for Persons Registered in terms of the Engineering Professions Act 2000, Published by the Engineering council of South Africa.

It is the *Consultant’s* responsibility to ensure he is in possession and full knowledge of the contents of the latest issues of the Act.

The *Consultant* shall enquire that all Technical Engineering activities and deliverables are prepared in compliance with Transnet's PLP methodology.

6.2 Detailed General Scope of Professional Services Required (Engineering and Environmental)

The service providers consulting team shall be an integrated member of the multidisciplinary professional team and his areas of responsibility as included in the Engineering Professions Act 2000, Published by the Engineering council of South Africa (and not limited to), shall be to achieve the following key deliverables on the respective task orders:

- Report to the *Employer's Agent* with respect to the Task Order.
- Review, familiarize and understand the proposed site including all constraints and environmental factors.
- Consult, advise, direct and interface with all members of the professional team with regards to engineering and environmental expertise and develop the detailed documents as may be required.
- Prepare preliminary and conceptual designs, presentations, schematics, and images.
- Meet with stakeholders, develop schematic drawings into detail, and provide appropriate information to the professional team.
- Prepare calculations, computer simulations.
- Prepare estimates at various stages of the project at the expected levels of accuracy.
- Prepare reports at the various stages of the projects to the professional team and other relevant stakeholders.
- Prepare detail designs on all engineering elements relevant to task order.
- Undertake design coordination with all other designs from the professional team.
- Prepare NEC3 Contract works information and pricing information for incorporation into and the solicitation of tenders.
- Prepare various technical specifications for the works taking value engineering principles and fit for purpose solutions.
- Prepare Bills of quantities and equipment lists where required.
- All Transnet Tender procedures and policies shall be applicable and adhered to at all times.
- Assist with the tendering process, selection and appointment of contractors as applicable.
- Assist in conducting a compulsory site clarification meeting for prospective contractors.
- Check correctness of submitted tenders.
- Assist the Employer's Procurement department with the evaluation of tenders and preparation of tender evaluation reports.
- Administer the construction contract on site.



- Ensure the appointed contractor/s works according to the statutory and safety regulations as well as provide the compulsory safety work plan for the execution of the construction works.
- Chair and or assist with Site Meetings and prepare and submit project site meeting minutes.
- Provide a suitably qualified Clerk of Works to ensure quality standards are maintained.
- Attend all site meetings, project meetings, design coordination meetings and relevant client/stakeholder meetings.
- Monitor integrity of technical, quality and performance aspects during construction and commissioning up to final handover stage.
- Prepare commissioning, pre-commissioning and handover reports.
- Any other reasonable works required to successfully deliver the project to the client on time, on budget, at the accepted quality.
- The Consultant shall adhere to all Transnet Engineering, Project Management and Documentation control procedures.
- Hand over all documentation including drawings in native file format.

6.3 Technical requirements

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

6.4 Ownership of Data, Designs and Documents

The *Parties* shall agree that copyright in the data, design and documents shall, after payments by the *Employer* of the services to the *Consultants*, lie with the *Employer* subject to the *Employer's* indemnification against any claim from any party that may arise as a result of the *Employer's* use of such a document due to the *Consultant's* infringement of copyright. All documentation including Technical documentation such as: Engineering design and drawings shall be submitted in native format to the *Employer*.

7 Facilities and equipment to be provided by the Employer

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