
Transnet National Ports Authority

an Operating Division of **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR PROPOSAL (RFP)

**FOR THE DETECTION AND MAPPING OF UNDERGROUND SERVICES AT ISLAND
VIEW IN THE PORT OF DURBAN FOR A PERIOD OF SIX (6) MONTHS**

RFP NUMBER : TNPA/2026/09/0002/114776/RFP

ISSUE DATE : 17 SEPTEMBER 2026

COMPULSORY BRIEFING : 30 SEPTEMBER 2026

CLOSING DATE : 16 OCTOBER 2026

CLOSING TIME : 14H00

TENDER VALIDITY PERIOD : 12 WEEKS FROM CLOSING DATE

**TENDERERS ARE REQUIRED TO BRING THE FOLLOWING TO GAIN ACCESS TO ISLAND
VIEW SITE VISIT:**

- **ORIGINAL ID DOCUMENTS (ATTENDEES TO BE CONFIRMED BY 29 SEPTEMBER 2026 AT 13H00)**
- **WEAR FULL PPE: BOOTS, SAFETY VEST/REFLECTOR, HELMET, LONG SLEEVE TOPS AND TROUSERS.**

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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	THE DETECTION AND MAPPING OF UNDERGROUND SERVICES AT ISLAND VIEW IN THE PORT OF DURBAN FOR A PERIOD OF SIX (6) 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.

COMPULSORY TENDER CLARIFICATION MEETING	A Compulsory Tender Clarification Meeting will be conducted at 237 Mahatma Gandhi Road, Queens Warehouse, Durban on 30 September 2026, at 10:00am [10 O'clock] for a period of $\pm$ 2 (two) hours. [Tenderers to provide own transportation and accommodation]. The Compulsory Tender Clarification Meeting will start punctually and information will not be repeated for the benefit of Tenderers arriving late. A Site visit/walk will take place, tenderers are to note: • Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats. • Tenderers without the recommended PPE will not be allowed on the site walk. • Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyser testing. • All forms of firearms are prohibited on Transnet properties and premises. • The relevant persons attending the meeting must ensure that their identity documents, passports or drivers licences are on them for inspection at the access control gates. Certificate of Attendance in the form set out in the Returnable Schedule T2.2-01 hereto must be completed and submitted with your Tender as proof of attendance is required for a compulsory tender briefing.
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	Tenderers are required to bring this Returnable Schedule T2.2-01 to the Compulsory Tender Clarification Meeting to be signed by the Employer's Representative. Tenderers failing to attend the compulsory tender briefing will be disqualified.
CLOSING DATE	14:00 on 16 October 2026 Tenderers must ensure that tenders are uploaded timeously onto the system. If a tender is late, it will not be accepted for consideration.

2. TENDER SUBMISSION

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

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

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

- Click on "ADVERTISED TENDERS" to view advertised tenders;
- Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);
- Click on "SIGN IN/REGISTER" - to sign in if already registered;
- Toggle (click to switch) the "Log an Intent" button to submit a bid;
- Submit bid documents by uploading them into the system against each tender selected.
- **Tenderers are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting. Transnet will not be held liable for any challenges experienced by bidders as a result of the technical challenges. Please do not wait for the last hour to submit. A Tenderer can upload 30mb per upload and multiple uploads are permitted.**

- b) Each company must register its profile using its company details and use the corresponding registered profile to log an intent to bid as well as submitting any bid.
- c) Transnet will not accept a bid or will disqualify a bidder who submits a bid in the Transnet e-tender submission through another bidders'/Company's profile. In other words, each bidder must register the intent to bid and submit its bid through its own profile under the same



- company name that will eventually bid for the tender. No company shall submit a bid on behalf of another company regardless of the company being a subsidiary or holding company.
- d) In case of a Joint Venture, any of the parties/companies to the Joint Venture may use its registered profile to submit a bid on behalf of the Joint Venture.
 - e) 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.
 - f) Submissions must not contain documents relating to any Tender other than that shown on the submission.

3. CONFIDENTIALITY

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

4. DISCLAIMERS

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

- 4.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.
- 4.2. Not necessarily accept the lowest priced tender or an alternative Tender;
- 4.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;
- 4.4. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract;
- 4.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;



- 4.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;
 - 4.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;
 - 4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);
 - 4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.
 - 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.
 - 4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable [clause 12 on T2.2-12], [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.
 - 4.12. Transnet reserves the right to perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer:
 - *unduly high or unduly low tendered rates or amounts in the tender offer;*
 - *contract data of contract provided by the tenderer; or*
 - *the contents of the tender returnables which are to be included in the contract.*
5. Transnet will not reimburse any Tenderer for any preparatory costs or other work performed in connection with this Tender, whether or not the Tenderer is awarded a contract.



6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

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

The following whistle blowing channels area available to report incidents:

- 1.1 Toll Free No: 0800 003 056
- 1.2 Email Address: Transnet.Reportit@outlook.com
- 1.3 SMS: 063 786 7403
- 1.4 Please Call me number: *120*0637867403
- 1.5 A dedicated Website: <https://whistleblowersoftware.com/secure/Transnet>



SECTION 1: SBD1 FORM

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR THE DETECTION AND MAPPING OF UNDERGROUND SERVICES AT ISLAND VIEW IN THE PORT OF DURBAN FOR A PERIOD OF SIX (6) MONTHS

BID NUMBER:	TNPA/2026/09/0002/114776/RFP	ISSUE DATE:	17/09/2026	CLOSING DATE:	16/10/2026	CLOSING TIME:	14:00
DESCRIPTION	THE DETECTION AND MAPPING OF UNDERGROUND SERVICES AT ISLAND VIEW IN THE PORT OF DURBAN FOR A PERIOD OF SIX (6) MONTHS						

BID RESPONSE DOCUMENTS SUBMISSION INSTRUCTIONS

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.

The Transnet Digital Procurement System (TDPS) Supplier Submission Portal can be accessed as follows:

- a) Log on to the Transnet eSupplier website/Portal (<https://transnetetenders.azurewebsites.net>)
- b) Click on "SIGN IN/REGISTER –to register new bidder information and ensure that all (must fill in all mandatory information is completed) OR;
 - - to sign in if already registered;
- c) Click on "ADVERTISED TENDERS" to view advertised tenders;
- d) Toggle (click to switch) the "Log an Intent" button in order to be able to activate the submission of a bid;
- e) Respondents are to submit bid documents by uploading them onto the system against each tender selected. **A Bidder can upload 30mb per upload and multiple uploads are permitted.**
- g) Bidders should ensure that electronic bid submissions are submitted at least a day before the closing date and bidders should not wait for the last hour before the deadline to submit. This is to enable them to timeously address issues which they may encounter due to internet speed, bandwidth or the size of the number of uploads being submitted. Transnet will not be held liable for any challenges experienced by bidders as a result of their own technical challenges.
- h) No late submissions will be accepted.
- i) Each company must register its own profile using its company details and use the corresponding registered profile to log an intent to bid as well as submitting any bid.
- j) Transnet will not accept a bid or will disqualify a bidder who submits a bid in the Transnet e-tender submission through another bidders'/Company's profile. In other words, each bidder must register the intent to bid and submit its bid through its own profile under the same company name that will eventually bid for the tender. No company shall submit a bid on behalf of another company regardless of the company being a subsidiary or holding company.
- k) In case of a Joint Venture, any of the parties/companies to the Joint Venture may use its registered profile to submit a bid on behalf of the Joint Venture.
- L) A detailed bidder guide can be found on the Transnet Portal transnetetenders.azurewebsites.net



BIDDING PROCEDURE / TECHNICAL ENQUIRIES MAY BE DIRECTED TO:

CONTACT PERSON	Hlengiwe Dlamini
TELEPHONE NUMBER	
FACSIMILE NUMBER	
E-MAIL ADDRESS	TNPAtenderenquiriesdbn@transnet.net

SUPPLIER INFORMATION NB- Contact details below will be used to make contact with the tenderer. Return of other contact details anywhere else in the tender document will NOT be used to contact the tenderer.

NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				

IT IS A CONDITION OF THIS BID THAT THE TAX MATTERS OF THE SUCCESSFUL RESPONDENTS BE IN ORDER, OR THAT SATISFACTORY ARRANGEMENTS HAVE BEEN MADE WITH SOUTH AFRICAN REVENUE SERVICE (SARS) TO MEET THE RESPONDENTS TAX OBLIGATIONS.

	TCP PIN		OR	CSD NO	
SUPPLIER COMPLIANCE STATUS	☐ Yes ☐ No		OR	BBEEE STATUS LEVEL SWORN AFFIDAVIT	
If Yes, Who was the Certificate issued by?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	☐	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
	☐	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
	☐	A REGISTERED AUDITOR			
		NAME:			

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

5 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	6 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER QUESTIONNAIRE BELOW]
Signature of the Bidder	.....	Date:	.....

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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



DOES THE BIDDER HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

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

PART B TERMS AND CONDITIONS FOR BIDDING

1. TAX COMPLIANCE REQUIREMENTS

- 1.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 1.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 1.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 1.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 1.5 IN BIDS WHERE UNINCORPORATED CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 1.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 1.7 RESPONDENTS 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. ONLY FOREIGN SUPPLIERS WITH NO LOCAL REGISTERED ENTITY NEED NOT REGISTER ON THE CSD. THE CSD CAN BE ACCESSED AT [HTTPS://SECURE.CSD.GOV.ZA/](https://secure.csd.gov.za/).

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE: _____



T1.2 TENDER DATA

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

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

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

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

Clause	Data
C.1.1	The <i>Employer</i> is Transnet SOC Ltd (Reg No. 1990/000900/30)
C.1.2	The tender documents issued by the <i>Employer</i> comprise:
	Part T: The Tender
Part T1: Tendering procedures	T1.1 Tender notice and invitation to tender T1.2 Tender data
Part T2 : Returnable documents	T2.1 List of returnable documents T2.2 Returnable schedules
	Part C: The contract
Part C1: Agreements and contract data	C1.1 Form of offer and acceptance C1.2 Contract data (Part 1 & 2) C1.3 Form of Securities
Part C2: Pricing data	C2.1 Pricing Instructions /Assumptions C2.2 Pricing Schedule
Part C3: Scope of work	C3.1 Scope



C.1.4 The Employer's agent is: Contracts Specialist
Name: Hlengiwe Dlamini
Address: Queens Warehouse, 237 Mahatma Gandhi Road, Point, Durban, 4001
E – mail: TNPAtenderenquiriesdbn@transnet.net

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

1. Stage One Step 1A – Test for Administrative and substantive Responsiveness

Administrative & Substantive responsiveness check
• Whether the Bid has been lodged on time.
• Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time.
• Verify the validity of all returnable documents.
• Verify if the Bid document has been duly signed by the authorised respondent
• Whether any general and legislation qualification criteria set by Transnet, have been met.
• Whether the Bid contains a priced offer. Respondents are required to complete the BOQ in full, failure to complete may result in disqualification.
• Whether the Bid materially complies with the scope and/or specification given.

2. Stage One Step 1B - Eligibility with regards to attendance at the compulsory clarification meeting:

An authorised representative of the tendering entity or a representative of a tendering entity that intends to form a Joint Venture (JV) must attend the compulsory clarification meeting in terms C2.7.

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



3. Stage Two – Eligibility in terms of Technical Pre-qualification:

Tenderer to submit certificates of the key personnel as per the role descriptions in the organizational chart for Construction work.

- 1) Tenderer to submit valid proof of a Lead Land Surveyor/ Geometrics Surveyor who is registered with PLATO/SAGC and shall have a minimum of a BSc/B-TECH Degree in Surveying.
- 2) Tenderer to submit valid proof of a Land Surveyor certification and shall have a minimum of a Degree or Diploma in Surveying.
- 3) Tenderer to submit valid proof of a Safety Officer who is registered with the South African Council for the Project and Construction Management Professions (SACPCMP) who will be appointed as a Safety Officer on the Project.

4. Stage Three - 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 **70** points.

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

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

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

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

C.2.12 No alternative tender offers will be considered.

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

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

Identification details:

The tender documents must be uploaded with:

- Name of Tenderer:
- Contact person and details:



- The Tender Number: TNPA/2026/09/0002/114776/RFP
- The Tender Description: The detection and mapping of underground services at Island View in the Port of Durban for a period of (6) six months

Documents must be marked for the attention of:

Employer's Agent: Hlengiwe Dlamini

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: **14:00** on the **16 October 2026**
Location: The Transnet e-Tender Submission Portal:
(<https://transnetetenders.azurewebsites.net>)

NO LATE TENDERS WILL BE ACCEPTED

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

C.2.23 The tenderer is required to submit the following with 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**], **CIPC BBBEE Certificate** or a **Sworn Affidavit** confirming annual turnover and level of black ownership, in line with the code of good practice, more together with the tender;
3. Proof of registration on the Central Supplier Database;

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

C3.11 The minimum number of evaluation points for functionality is: **70**

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

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

Functionality Criteria

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

Functionality criteria	Sub-criteria	Sub-criteria points	Maximum number of points
T2.2-02 Previous Experience Tenderer must submit traceable references i.e., Reference letter or completion certificates as evidence, the reference must be in conducting Surveying referring to the provided scope or relevant experience. References must be on the letterhead of company that work was done, references should include the following: - The description of the project - Client Company name, - Client contact details (email or telephone) - Start and finish dates the projects	Tenderer has submitted 0 to 2 reference/completion letters for completed projects in the last 8 years that are relevant to the scope of work.	0	30
	Tenderer has submitted three (3) reference/completion letters for completed projects in the last 8 years that are relevant to the scope of work.	40	
	Tenderer has submitted four (4) reference/completion letters for completed projects in the last 8 years that are relevant to the scope of work.	70	
	Tenderer has submitted five (5) to seven (7) reference/completion letters for completed projects in the last 8 years that are relevant to the scope of work.	90	
	Tenderer has submitted eight (8) and more reference/completion letters for completed projects in the last 8 years that are relevant to the scope of work	100	
T2.2-03 Management & CVs of Key Persons The CV's submitted must include the following key persons: - Lead Land Surveyor/ Geometrics Surveyor - Land Surveyor - Safety Officer	Lead Land Surveyor/ Geometrics Surveyor	10	30
	Land Surveyor	10	



The education, training and skills of the assigned staff in the specific sector, field, subject, etc. which is directly linked to the Scope of Works. Proof of education and training must be attached to the C.V.	Safety Officer	10	
T2.2-04 Health and Safety Management - Safety and Health Plan - Signed and dated Safety and Health Policy copy signed by the Chief Executive Officer / Managing Director - OHS Act 16.2 Appointee - Relevant SHE legal appointees in terms of Construction Regulations applicable to the Project: • SHE Representatives • First Aiders • Risk Assessors -Company organogram	Safety Work Method Statement	20	40
	Risk Assessment	10	
	Policy, Organization and Safety and Health Management Involvement	10	
Maximum possible score for Functionality			100

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

- T2.2-02 Previous Experience
- T2.2-03 Management & CVs of Key Persons
- T2.2-04 Health and Safety Management



Each evaluation criteria will be assessed in terms of scores of 0, 40, 70, 90 or 100 (logarithmic scale, more suitable for NEC3, PSC).

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.

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

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

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.

Thresholds	Minimum Threshold
Technical / functionality	70

Evaluation Criteria	Final Weighted Scores
Price	80/90
Specific goals - Scorecard	20/10
TOTAL SCORE:	100

Up to 20/10 tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed. **Should the evidence required for any of the Specific Goals applicable in this tender not be provided, a tenderer will score zero preference points for that particular "Specific Goal".**

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

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

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

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

The maximum points for this bid are allocated as follows:

	POINTS	POINTS
PRICE	80	90
SPECIFIC GOALS FOR THIS TENDER	20	10
B-BBEE Status Level of Contributor 1 or 2		
30% Black Women Owned Entities		
EME or QSE 51% Black Owned		
Non-Compliant and/or B-BBEE Level 3-8 contributors - 0		
Total points for Price and Specific Goals must not exceed	100	100

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

C.3.13 Tender offers will only be accepted if:

1. The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
2. the tenderer does not appear on Transnet's list for restricted tenderers and National Treasury's list of Tender Defaulters;
3. the tenderer has fully and properly completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state.



4. Transnet reserves the right to award the tender to the tenderer who scores the highest number of points overall, unless there are objective criteria which will justify the award of the tender to another tenderer. The objective criteria Transnet may apply in this bid process include;
- a) Bidder is not in good standing with Transnet National Ports Authority due to a poor track record of past performance with Transnet SOC Ltd and or Transnet National Ports Authority;
 - b) Award of business to a bidder who did not score the highest points on price and specific goals, should the price of highest ranked bidder be underquoted and is not market related,
 - c) There is clear, uncontrived and/or overwhelming evidence and/or facts that the bidder has or continues to be in breach of any of the provisions contained in the Integrity Pact;
 - d) The Probity check undertaken by Transnet National Ports Authority establishes the existence of any unmitigated risks which would have a negative impact on the project,
 - e) Unless the appointment of the bidder would result in a negative impact on Transnet's Return on Investment,
 - f) It is necessary to rotate Suppliers to promote opportunities for other suppliers, in circumstances where the bidder has been awarded business previously and the award of the tender will result in inequitable allocation of business;
 - g) The tenderer or its members, directors, partners:
 - Is under restrictions as contemplated in the Integrity Pact,
 - Is a subject of a process of restriction by Transnet or other state institution that Transnet may be aware of and there is a clear, uncontrived and/or overwhelming evidence and/or facts in relation to the alleged wrongdoing on the basis of which the restriction process has been initiated;
 - h) cannot, as necessary and in relation to the proposed contract, demonstrate that it 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;
 - i) has no legal capacity to enter into the contract;
 - j) is insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, being wound up, has its affairs administered pursuant to a court order, has ceased or suspended their business activities, or is subject to legal proceedings in respect of any of the foregoing;
 - k) does not comply with the legal requirements, if any, stated in the tender data; and
 - l) is not able to perform the contract free of conflicts of interest.
 - m) is able, in the option of the employer to perform the contract free of conflicts of interest.;

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



T2.1 List of Returnable Documents

2.1.1 These schedules are required for pre-qualification and eligibility purposes:

- T2.2-01 **Stage 1B as per CIDB: Eligibility Criteria Schedule** - Certificate of attendance at Compulsory Tender Clarification Meeting

2.1.2 Stage Two as per CIDB: these schedules will be utilised for evaluation purposes:

- T2.2-02 **Evaluation Schedule:** Previous experience
T2.2-03 **Evaluation Schedule:** Management & CV's of Key Personnel
T2.2-04 **Evaluation Schedule:** Health and Safety Management

2.1.3 Returnable Schedules:

General:

- T2.2-05 Authority to submit tender
T2.2-06 Record of addenda to tender documents
T2.2-07 Letter of Good Standing
T2.2-08 Schedule of proposed Subcontractors (if subcontract in terms of TPPP is not eligibility)
T2.2-09 CIDB SFU ANNEX G Compulsory Enterprise Questionnaire

Agreement and Commitment by Tenderer:

- T2.2-10 Non-Disclosure Agreement
T2.2-11 RFP Declaration Form
T2.2-12 RFP – Breach of Law
T2.2-13 Certificate of Acquaintance with Tender Document
T2.2-14 Service Provider Integrity Pact
T2.2-15 Supplier Code of Conduct
T2.2-16 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")

1.3.2 Bonds/Guarantees/Financial/Insurance:

- T2.2-17 Insurance provided by the Contractor
T2.2-18 Three (3) years audited financial statements



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

2.3 C1.2 Contract Data

2.5 C2.1 Pricing Instructions (Activity Schedule)

2.6 C2.2 Activity Schedule

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

This is to certify that

(Company Name
or member of a
Joint Venture)

Represented
By:

(Name and
Surname)

Was represented at the compulsory tender clarification meeting

Held at:	237 Mahatma Gandhi Road, Queens Warehouse, Durban	
On (date)	30 September 2026	Starting time: 10h00

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

Name

Signature

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

Date

Tenderers are required to demonstrate performance in comparable projects of similar size and nature by supplying the following:

- Tenderer must submit traceable references i.e., Reference letter or completion certificates as evidence, the reference must be in conducting Surveying referring to the provided scope or relevant experience. References must be on the letterhead of company that work was done, references should include the following:

- Index of documentation attached to this schedule:**

This image shows a full page of white paper with horizontal dashed lines, typical of primary school writing paper. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Fill in as many line items as needed for the similar previous projects undertaken, starting from the most recent projects completed:

Client	Client contact details	Project Description	Year of project completion	Contract Value

Index of documentation attached to this schedule.

	DOCUMENT NAME
1	
2	
3	
4	
5	
6	
7	

The scoring of the Previous Experience will be as follows and in particular, the tenderers shall demonstrate their experience in the following areas:

	Company Experience Traceable References
Points	30
Score	Previous Experience
0	Tenderer has submitted 0 to 2 reference letters/completion certificates for completed projects in the last 8 years that are relevant to the scope of work.
40	Tenderer has submitted three (3) reference letters/completion certificates for completed projects in the last 8 years that are relevant to the scope of work.
70	Tenderer has submitted four (4) reference letters/completion certificates for completed projects in the last 8 years that are relevant to the scope of work.
90	Tenderer has submitted five (5) to seven (7) reference letters/completion certificates for completed projects in the last 8 years that are relevant to the scope of work.
100	Tenderer has submitted eight (8) and more reference letters/completion certificates for completed projects in the last 8 years that are relevant to the scope of work

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

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

T2.2-03: Evaluation Schedule: Management & CVs of Key Persons

The tenderer must be able to demonstrate that the project personnel have sufficient knowledge, experience and qualifications to provide the required services and submit the following documents as a minimum with the tender:

1. Comprehensive CVs should be attached to this schedule:

As a minimum, each CV should address the following but not limited to.

- i. Personal particulars
 - a. Name
 - b. Place (s) of tertiary education and dates associated therewith
 - c. Professional awards
 - ii. Qualifications (BSc, B-TECH degrees, diplomas, certificates, grades of membership of professional societies and professional registrations)
 - iii. Name of current employer and position in enterprise
 - iv. Overview of post graduate experience (year, organization and position)
 - v. Outline of recent assignments / experience that has a bearing on the Scope of Works
2. The experience of assigned key persons in relation to the scope of work will be evaluated from three different points of view, namely:
 - i. The CV's submitted must include the following key persons:
 - Lead Land Surveyor/ /Geometrics Surveyor
 - Land Surveyor
 - Safety Officer
 - ii. The education, training and skills of the assigned staff in the specific sector, field, subject, etc. which is directly linked to the Scope of Works. Proof of education and training must be attached to the C.V.

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

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

Key People	Names and Surname	CV attached (Yes/No)
Lead Land Surveyor/Geometrics Surveyor		
Land Surveyor		
Safety Officer		

The scoring of the Management & CV's of Key Persons will be as follows:

Sub-Criteria	Lead Land Surveyor/ Geometrics Surveyor	Land Surveyor	Safety Officer
	Lead Land Surveyor shall have a minimum of a BSc/B-TECH Degree in Surveying and registered with PLATO/SAGC. The Land Surveyor shall have a minimum of 8 years of experience relevant to the work included in this tender. CV must be submitted with proof of relevant work experience in Surveying.	Land Surveyor shall have a minimum of a Degree or Diploma in Surveying a. The Land Surveyor shall have a minimum of 3 years of experience relevant to the work included in this tender. CV must be submitted with proof of relevant work experience in Surveying.	Safety Officer registered as a Safety Officer with the South African Council for the Project and Construction Management Professions (SACPCMP), with minimum 5 years of experience relevant to the works included in this tender. CV must be submitted with proof of professional registration with (SACPCMP).
Points	10	10	10
Score 0	Tenderer has submitted 0 to 3 years of Surveying Management with field experience in the engineering field with qualification.	Tenderer has submitted 0 to 1 year of Surveying Management with field experience in the engineering field with qualification.	Tenderer has submitted 0 to 3 years of Safety Management as a safety officer in construction projects.
Score 40	Tenderer has submitted 4 to 7 years of Surveying Management with field experience in the engineering field with qualifications.	Tenderer has submitted 2 years of Surveying Management with field experience in engineering field with qualification.	Tenderer has submitted 4 years of Safety Management as a safety officer in a construction project.
Score 70	Tenderer has submitted 8 years of Surveying Management with field experience in engineering field with qualification.	Tenderer has submitted 3 years of Surveying Management with field experience in the engineering field with qualification.	Tenderer has submitted 5 years of Safety Management as a safety officer in construction projects.

Score 90	Tenderer has submitted 9 years of Surveying Management with field experience in engineering field with qualification.	Tenderer has submitted 4 years of Surveying Management with field experience in engineering field with qualification.	Tenderer has submitted 6 years of Safety Management as a safety officer in construction projects.
Score 100	Tenderer has submitted 10 years or more of Surveying Management with field experience in the engineering field with qualification.	Tenderer has submitted 5 years or more of Surveying Management with field experience in the engineering field with qualification.	Tenderer has submitted 07 years or more Safety Management as a safety officer in construction projects.

Index of documentation attached to this schedule:

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.....

.....

.....

CV TEMPLATE

1. PERSONAL PARTICULARS

NAME & SURNAME		DATE & PLACE OF BIRTH	
ID NO.		NATIONALITY	

2. EDUCATION AND QUALIFICATIONS

FROM	TO	INSTITUTION	DEGREE OR DIPLOMA OBTAINED

3. MEMBERSHIP OF PROFESSIONAL SOCIETIES

--

4. PROFESSIONAL STATUS

PROFESSIONAL BODY		PROFESSIONAL STATUS	
PROFESSIONAL REG. NO.		POST REGISTRATION EXPERIENCE	
PROFESSIONAL BODY		PROFESSIONAL STATUS	
PROFESSIONAL REG. NO.		POST REGISTRATION EXPERIENCE	

5. KNOWLEDGE SKILLS AND STRENGTHS

--

6. CURRENT EMPLOYER AND POSITION

NAME OF EMPLOYER		YEARS WITH EMPLOYER	
POSITION IN COMPANY		TOTAL YEARS OF EXPERIENCE	

7. OVERVIEW OF POST GRADUATE EXPERIENCE

YEAR	ORGANISATION	POSITION	SUMMARY OF RESPONSIBILITIES



8. OUTLINE OF RECENT ASSIGNMENTS RELEVANT TO SCOPE OF WORK				
CLIENT, CONTACT PERSON, CONTACT DETAILS	PROJECT DESCRIPTION	VALUE OF PROJECT	POSITION HELD	PROJECT STATUS



***Attached**

- Qualification Certificates
- Professional Registration Certificates

Signed

Date

Name

Position

Tenderer

T2.2-04: Evaluation Schedule: Health and Safety Management

The Tenderer must review the following documents for context to meet the Healthy and Safety requirements, namely:

- Transnet Health and Safety Specification

The Health and Safety Management will be evaluated from three (3) perspectives:

1. Safety Work Method Statement.

Detailed method statement, technical approach and construction sequencing in terms of the Works Information. The method statement shall include as a minimum but not limited to the following (the contractor must refer to the works information for a full description of the scope of the works):

- Identify the work/processes and activities that is high-risk construction work.
- Specify hazards relating to the high-risk construction work and the risks to health and safety.
- Personnel required and responsibilities.
- Resources, equipment required and PPE.
- Emergency procedures

2. Risk Assessment

Overview of the tenderer's Risk Assessment methodology, and submission of risk assessments indicating major activities of the works and how the risks will be addressed and mitigated. Risk assessments performed by a competent person appointed in writing, which risk assessments form part of the health and safety plan to be applied on the site, and must include:

- the identification of the risks and hazards to which persons may be exposed to.
- an analysis and evaluation of the risks and hazards identified based on a documented method.
- Defined Risk Assessment methodology in which risks are quantified.
- Measures to mitigate, reduce or control the risks and hazards identified with roles and responsibilities for implementation and control.
- Signed Risk assessment by 16.2 or the safety Manager /service provider or Supervisor.



3. Policy, Organization and Safety and Health Management Involvement

- (i) Safety and Health Plan
- (ii) Signed and dated Safety and Health Policy copy signed by the Chief Executive Officer / Managing Director
- (iii) OHS Act 16.2 Appointee
- (iv) Relevant SHE legal appointees in terms of Construction Regulations applicable to the Project:
 - a. SHE Representatives
 - b. First Aiders
 - c. Risk Assessors
- (v) Company organogram

Please note: Tenderers are required to provide detailed *Policy, Organisation and Safety and Health Management Involvement*, Risk assessment and method statements for the categories as listed above. Each sub-category as listed will be scored based on the linear scale below and will be averaged and weighed to provide a final score. Tenderers to note that they will not achieve an "acceptable" score should they not provide the information as required in this Returnable.

By signing this Tender Schedule, the tenderer confirms that they will comply with the above requirements and in particular Transnet policy statements and Healthy and Safety specifications.

The scoring of the Tenderer's Healthy and Safety submission will be as follows:

Sub-Criteria	Safety Work Method Statement	Risk Assessment	Policy, Organization and Safety and Health Management Involvement
Points	20	10	10
Score 0	No response or submission, or the applicable document was not submitted	No response or submission, or the applicable document was not submitted	No response or submission, or the applicable document was not submitted
Score 40	The tenderer's method statement has covered any one or two of the 5 activities specific to the	The tenderer's risk assessment has covered has covered any one or two of the 5 activities specific to the scope as listed	The tenderer has submitted has covered any one or two of the 5 elements.

	scope of the project as listed.		
Score 70	The tenderer's method statement has covered any 3 of the 5 activities specific to the scope of the project as listed.	The tenderer's risk assessment has covered any 3 of the 5 activities specific to the scope as listed	The tenderer has submitted any three (3) elements.
Score 90	The tenderer's method statement has covered any 4 of the 5 activities specific to the scope of the project as listed.	The tenderer's risk assessment has covered any 4 of the 5 activities specific to the scope as listed.	The tenderer has submitted any four (4) elements.
Score 100	The tenderer's method statement has covered ALL 5 activities specific to the scope of the project as listed.	The tenderer's risk assessment has covered ALL 5 activities specific to the scope as listed.	The tenderer has submitted all five (5) elements.

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

Signed: _____ Date: _____

Name: _____ Position: _____

Tenderer: _____



T2.2-05: 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



T2.2-06: 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.



T2.2-07 Letter of Good Standing with the Workmen's Compensation Fund

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

- 1.
- 2.

Name of Company/Members of Joint Venture:

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



T2.2-08 Proposed Sub Consultants:

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

Provide information of the Sub-consultants below:

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

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

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

T2.2-09: ANNEX G Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

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

Section 1: Name of enterprise: _____

Section 2: VAT registration number, if any: _____

Section 3: CIDB registration number, if any: _____

Section 4: CSD number: _____

Section 5: Particulars of sole proprietors and partners in partnerships

Name	Identity number	Personal income tax number

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

Section 6: Particulars of companies and close corporations

Company registration number _____

Close corporation number _____

Tax reference number: _____

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

Section 8: The attached 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 Specific Goals contribution. Transnet will award preference points to companies who provide valid proof of evidence as per the table of evidence in paragraph 4.1 below.

1. GENERAL CONDITIONS

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

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

1.2 Either the 80/20 or 90/10 preference point system will apply.

1.3 Preference points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80/90
B-BBEE Status Level of Contributor 1 or 2 (06/03) 30% Black Women Owned Entities (04/02) EME or QSE 51% Black Owned (10/05) Non-compliant and/or B-BBEE Level 3-8 contributors (00)	20/10
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of evidence required for any of the specific goals together with the bid will be interpreted to mean that preference points for that specific goal are not claimed.

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

2. DEFINITIONS

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the supply/provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents
- (h) **"Price"** includes all applicable taxes less all unconditional discounts.
- (i) **"Proof of B-BBEE Status Level of Contributor"**
 - i) the B-BBBEE status level certificate issued by an authorised body or person;
 - ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
 - iii) any other requirement prescribed in terms of the B-BBEE Act.
- (j) **"QSE"** means a Qualifying Small Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (k) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.
- (l) **"Specific goals"** means targeted advancement areas or categories of persons or groups either previously disadvantaged or falling within the scope of the Reconstruction and Development Programme identified by Transnet to be given preference in allocation of procurement contracts in line with section 2(1) of the PPPFA.

3. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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

4. EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS

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

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

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 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 06 or 03 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.

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

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%

ii) The name of the sub-contractor.....

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

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

(Tick applicable box)

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

☐ Partnership/Joint Venture / Consortium

☐ One person business/sole propriety

☐ Close corporation

☐ Company

☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

8.6 COMPANY CLASSIFICATION

☐ Manufacturer

☐ Supplier

- ☐ Professional Service provider
☐ Other Service providers, e.g. transporter, etc.
[*TICK APPLICABLE BOX*]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If a bidder submitted false information regarding its B-BBEE status level of contributor,, 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 State institution

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 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.

- 2.3 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 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.

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.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder



T2.2-10 NON-DISCLOSURE AGREEMENT



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

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

TRANSNET SOC LTD

(Registration No. 1990/000900/30), a company incorporated and existing under the laws of South Africa, having its principal place of business at Transnet Corporate Centre 96 Rissik Street, Braamfontein, Johannesburg, Gauteng, 2017

and

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

WHEREAS

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

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

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



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

2. CONFIDENTIAL INFORMATION

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



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

3. RECORDS AND RETURN OF INFORMATION

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

4. ANNOUNCEMENTS

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

5. DURATION

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

6. PRINCIPAL

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



7. ADEQUACY OF DAMAGES

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

8. PRIVACY AND DATA PROTECTION

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

9. GENERAL

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

Signed

Date

Name

Position

Tenderer

T2.2-11: TENDER DECLARATION FORM

NAME OF COMPANY: _____

We _____ do hereby certify that:

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

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

Indicate nature of relationship with Transnet:

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

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

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

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

IMPORTANT NOTICE TO RESPONDENTS

- Transnet established the SCM Complaints and Allegations Office to investigate any material complaint in respect of any tenders regardless of the value. Should a Respondent have any material concern regarding a tender process, a complaint may be lodged with Transnet SCM Complaints and Allegations Office for further investigation.
- It is incumbent on the Respondent to familiarise himself/herself with the Terms of Reference for the Transnet SCM Complaints and Allegations Office, details of which are available for review at Transnet's website www.transnet.net.
- An official complaint form which will be shared upon receipt of a complaint should be completed and submitted, together with any supporting documentation, to groupscmcomplaints@transnet.net
- All Respondents should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a bidder on its List of Excluded Bidders.



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

NAME OF COMPANY: _____

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

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

NATURE OF BREACH:

DATE OF BREACH: _____

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

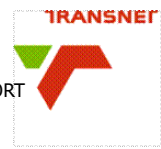
Signed on this _____ day of _____ 20____

SIGNATURE OF TENDERER

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

NAME OF TENDERING ENTITY:

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



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

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDERER



T2.2-14 Service Provider Integrity Pact

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

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

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

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

PREAMBLE

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

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

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

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

1 OBJECTIVES

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

2 COMMITMENTS OF TRANSNET

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

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



process, Tender evaluation, contracting or implementation process related to any contract.

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

3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

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

any stage of its Tender or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Tenderer/Service Provider/Contractor commits to the following:

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



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- 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.



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

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

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

Signature

Date

T2.2-15: Supplier Code of Conduct

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

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

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

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

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

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

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

- Win or retain business or to influence any act or decision of any person involved in sourcing decisions; or
- Gain an improper advantage.

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

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

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

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

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



Conflicts of Interest

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

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

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

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

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

Signed this on day _____ at _____

Signature

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

1. PREAMBLE AND INTRODUCTION

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

2. PROTECTION OF PERSONAL INFORMATION

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



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

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

YES	
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NO	
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2.13. Further, the Operator acknowledges that it will be held liable by Transnet should it fail to process personal information in line with the requirements of the POPIA. The Operator will be subject to any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that Transnet submitted to it.

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

3. SOLE AGREEMENT

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

Signed at _____ on this _____ day of _____ 20

Name: _____

Title: _____

Signature: _____

.....

(Operator)

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

AS WITNESSES:

1. Name: _____ Signature: _____

2. Name: _____ Signature: _____



T2.2-17: Insurance provided by the *Consultant*

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

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

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



T2.2-18: Three (3) years audited financial statements

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

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

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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:

**Title of the Contract: the detection and mapping of underground services at
Island view in the Port of Durban for a period of six (6) months**

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

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

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

If Option E applies, for each offered total insert in brackets, "(Not Applicable – Cost reimbursable)"

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 *Contractor* 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

Tenderer's CIDB registration number:

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 Contractor 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 Work: Service Information

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

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

Unless the tenderer (now *Contractor*) 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**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		
6		

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

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

For the tenderer:

For the Employer

Signature	.....	.....
Name	.....	.....
Capacity	.....	.....
On behalf of	 (Insert name and address of organisation)	 (Insert name and address of organisation)
Name & signature of witness	..... .....	..... .....
Date	.....	.....



C1.2 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
	dispute resolution Option	A: Priced contract with activity schedule
	and secondary Options	W1: Dispute resolution procedure
		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 96 Rissik Street Braamfontein Johannesburg Gauteng 2017
	Having elected its Contractual Address for the purposes of this contract as:	Transnet National Ports Authority Transnet National Ports Authority 237 Mahatma Gandhi Road Queens Warehouse Port of Durban 4001



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11.2(9)	The <i>services</i> are	The detection and mapping of underground services at Island view in the Port of Durban for a period of six (6) months.		
11.2(10)	The following matters will be included in the Risk Register	Activity		Hazard
		Excavation		Collapse of soil
		Environmental impact		Spill of hydrocarbons
		Equipment Operation		Noise, Vibration ergonomic strain
		Trial holes		Contact with fuel
11.2(11)	The Scope is in	Part C3.1: The Scope of the Contract Document		
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.		
13.1	The <i>language of this contract</i> is	English		
13.3	The <i>period for reply</i> is	2 (two) weeks		
13.6	The <i>period for retention</i> is	5 (five) years following Completion or earlier termination.		
2	The Parties' main responsibilities			
3	Time			
31.2	The <i>starting date</i> is	TBA		
11.2(3)	The <i>completion date</i> for the whole of the <i>services</i> is	TBA		
11.2(6)	The <i>key dates</i> and the <i>conditions</i> to be met are:	Condition to be met		key date
		1	Safety Files	First week of execution
		2	Environmental impact assessment file	First week of execution
31.1	The <i>Consultant</i> is to submit a first programme for acceptance within	2 (two) weeks of the Contract Date.		
32.2	The <i>Consultant</i> submits revised programmes at intervals no longer than	4 (four) weeks.		
4	Quality			
40.2	The quality policy statement and quality plan are provided within	2 (two) weeks of the Contract Date.		
41.1	The <i>defects date</i> is	26 weeks after Completion of the whole of the <i>services</i> .		
5	Payment			
50.1	The <i>assessment interval</i> is on the	25 th day of each successive month.		
50.3	The <i>expenses</i> stated by the <i>Employer</i> are	Item	Amount	



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		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 affected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.	
51.2	The <i>currency of this contract</i> is the	South African Rand (ZAR).	
51.5	The <i>interest rate</i> is	The prime lending rate of the Rand Merchant Bank of South Africa (RMB).	
6	Compensation events	No additional data required for this section of the <i>conditions of contract</i> .	
7	Rights to material	No additional data required for this section of the <i>conditions of contract</i> .	
8	Indemnity, insurance and liability		
81.1	The amounts of insurance and the periods for which the <i>Consultant</i> maintains insurance are		
	Event	Cover	Period following Completion of the whole of the <i>services</i> or earlier termination
	failure by the <i>Consultant</i> to use the skill and care normally used by professionals providing services similar to the <i>services</i>	Professional Indemnity insurance for not less than R10 000 000.00 (Ten Million Rand) in respect of each claim, without limit to the number of claims	52 Weeks



	death of or bodily injury to a person (not an employee of the <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	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.
9	Termination	No additional data required for this section of the <i>conditions of contract</i> .
10	Data for main Option clause	
A	Priced contract with activity schedule	
21.3	The <i>Consultant</i> prepares forecasts of the total of the <i>expenses</i> at intervals of no longer than	Four (4) weeks.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is	Both parties will agree to an <i>Adjudicator</i> as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i> , the Chairman of the Association of Arbitrators (Southern Africa) will appoint an <i>Adjudicator</i> .
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Association of Arbitrators (Southern Africa)
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	The latest addition of the South African Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)
	The place where arbitration is to be held is	Durban, KwaZulu Natal, South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or - if the <i>arbitration procedure</i> does not state who selects an arbitrator, is	The Chairman of the Association of Arbitrators (Southern Africa)
12	Data for secondary Option clauses	
X2	Changes in the law	
X2.1	The <i>law of the project</i> is	The Law Republic of South Africa Subject to the jurisdiction of the Courts of South Africa.



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X7	Delay damages	
X7.1	Delay damages for late Completion of the whole of the services are	R2 580.00 per day
X9	Transfer of rights	The <i>Employer</i> owns the <i>Consultant</i> rights over any of the material whatsoever prepared for the Services of this Contract by the <i>Consultant</i>. The <i>Consultant</i> provides on request by the <i>Employer's Agent</i>, all documentation in whatever form as required (native's, PDF's, CD's, etc) and all other material items which transfer these rights to the <i>Employer</i>.
X10	The <i>Employer's Agent</i>	
X10.1	The <i>Employer's Agent</i> is	TBA
	Name:	Transnet National Ports Authority
	Address	237 Mahatma Ghandi Road Durban 4001
	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.
X11	Termination by the <i>Employer</i>	
X11.1	<i>Termination by the Employer</i>	The <i>Employer</i> is entitled to terminate following substantial failure of the <i>Consultant</i> to carry out his obligations, on insolvency of the <i>Consultant</i> or when the <i>Employer</i> to terminate the appointment of the <i>Consultant</i> for a reason not stated in the contract which might involve no default of the consultant.
X18.1	The <i>Consultant's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	Nil
X18.2	The <i>Consultant's</i> liability to the <i>Employer</i> for Defects that are not found until after the <i>defects date</i> is limited to:	The cost of correcting the defect (The Total of the Prices)
X18.3	The <i>end of liability date</i> is	2 (Two) years after Completion of the whole of the services.
Z	Additional conditions of contract	
	The <i>additional conditions of contract</i> are	
Z1	Obligations in respect of Joint Venture Agreements	



Z1.1	Insert the additional core clause 21.5 21.5.1 In the instance that the <i>Consultant</i> is a joint venture, the <i>Consultant</i> shall provide the <i>Employer</i> 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 <i>starting date</i>. 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 <i>Employer</i> to Provide the <i>services</i>; 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 <i>Consultant's</i> representative; iv. Identification of the roles and responsibilities of the constituents to provide the <i>services</i>. • 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 approval of the <i>Employer</i>.
Z9.2	The <i>Employer</i> may on written notice to the <i>Consultant</i> cede and assign its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the <i>Employer</i>.
Z10	Additional clauses relating to interpretation of the law
Z10.1	Add to core clause 12.3 Any extension, concession, waiver or relaxation of any action by the Parties, the <i>Employers' Agent</i> or <i>Adjudicator</i> does not constitute a waiver of rights and does not give rise to an Estoppel or Lien, unless the Parties agree otherwise and confirm such an agreement in writing.
Z11	Employer's Step in rights
Z11.1	If the <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



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supplier of the *Consultant*) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the *Consultant*.

Z11.2

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

Part two - Data provided by the *Consultant*

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

Part C1

C1.2: Contract Data by *Consultant*



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

PART C2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option A	1
C2.2	Activity Schedule	6

C2.1 Pricing instructions: Option A

1.1 The *conditions of contract*

1.2 How the contract prices work and assess them for progress payments

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

- Identified 11 and defined terms 11.2**
- (14) The Activity Schedule is the *activity schedule* unless later changed following this contract.
- (15) The Price for Services Provided to date is the total of the prices for the activities which have been completed. A completed activity is without defects, which would delay the immediately following work.
- (18) The Prices are the lump sums for each of the activities on the Activity Schedule unless later changed following this contract.

1.3 Measurement and Payment

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

C2.2 Activity Schedule

The details given below serve as guidelines only, and the *Service Provider* may split or combine the activities to suit their approach.

Activity No.	Activity	Unit	Price of each activity
A	Preliminaries and General		
A.1	<u>Fixed preliminary items will be valuated and paid on a proven cost basis up to the total value</u>		
A.1.1	Contractual requirements, sureties, insurances, etc.	Sum	
A.1.2	Establishment of facilities on site.	Sum	
A.1.3	Health and Safety.	Sum	
A.1.4	Removal of Site Establishment.	Sum	
B	Detection of Services (normal working hours)		
B.1	<u>Ground Penetrating Radar (GPR) Scan in (m2)</u>		
B.1.1	Wharf Road (44 906 m2)	Sum	
B.1.2	Hainan (2 970 m2)	Sum	
B.1.3	Boneo (4 464 m2)	Sum	
B.1.4	Luzon (2 480 m2)	Sum	
B.1.5	Ceylon (3 107 m2)	Sum	
B.1.6	Cuba (1 700 m2)	Sum	
B.1.7	Java (12 260 m2)	Sum	
B.1.8	Celebs (7 294 m2)	Sum	
	Total of the Prices Carried Forward (to the next page)		

Activity No.	Activity	Unit	Price of each activity
Total of the Prices Brought Forward (from the previous page)			
B.1.9	Honshu (6 512 m2)	Sum	
B.1.10	Hokkaido (10 752 m2)	Sum	
B.1.11	Formos (11 415 m2)	Sum	
B.1.12	Venezuela (19 170 m2)	Sum	
B.1.13	Trinidad (19 962 m2)	Sum	
B.1.14	Iran (15120 m2)	Sum	
B.1.15	Abadan (10 056 m2)	Sum	
B.1.16	Sumatra (5 184 m2)	Sum	
B.1.17	Causeway (43 834 m2)	Sum	
B.1.18	Patrol Road (25 767 m2)	Sum	
B.1.19	Kuwait Road (4 920 m2)	Sum	
B.1.20	Other Section (14 945 m2)	Sum	
B.1.21	Rail 1 section to Java Road (6 710 m2)	Sum	
B.1.22	Rail 2 Section to Hokkaido (20 448 m2)	Sum	
B.1.23	Rail3 section to Venezuela (1 666 m2)	Sum	
B.1.24	Railway Yard Finland (102 828 m2)	Sum	
B.2	<u>Processing GPR Scan in (m2)</u>		
B.2.1	Wharf Road (44 906 m2)	Sum	
B.1.2	Hainan (2 970 m2)	Sum	
B.2.3	Boneo (4 464 m2)	Sum	
B.2.4	Luzon (2 480 m2)	Sum	
	Total of the Prices Carried Forward (to the next page)		

Activity No.	Activity	Unit	Price of each activity
Total of the Prices Brought Forward (from the previous page)			
B.2.5	Ceylon (3 107 m2)	Sum	
B.2.6	Cuba (1 700 m2)	Sum	
B.2.7	Java (12 260 m2)	Sum	
B.2.8	Celebs (7 294 m2)	Sum	
B.2.9	Honshu (6 512 m2)	Sum	
B.2.10	Hokkaido (10 752 m2)	Sum	
B.2.11	Formos (11 415 m2)	Sum	
B.2.12	Venezuela (19 170 m2)	Sum	
B.2.13	Trinidad (19 962 m2)	Sum	
B.2.14	Iran (15120 m2)	Sum	
B.2.15	Abadan (10 056 m2)	Sum	
B.2.16	Sumatra (5 184 m2)	Sum	
B.2.17	Causeway (43 834 m2)	Sum	
B.2.18	Patrol Road (25 767 m2)	Sum	
B.2.19	Kuwait Road (4 920 m2)	Sum	
B.2.20	Other Section (14 945 m2)	Sum	
B.2.21	Rail 1 section to Java Road (6 710 m2)	Sum	
B.2.22	Rail 2 Section to Hokkaido (20 448 m2)	Sum	
B.2.23	Rail3 section to Venezuela (1 666 m2)	Sum	
B.2.24	Railway Yard Finland (102 828 m2)	Sum	
	Total of the Prices Carried Forward (to the next page)		

Activity No.	Activity	Unit	Price of each activity
Total of the Prices Brought Forward (from the previous page)			
C	Pavement Test Pitting		
	Hand excavated test pits of 300 x 300 x 500mm deep, including all tools (saw cuts and paving breakers) and labour, assistance with sampling, removal of excess soil, concrete, waste and debris, backfilling and compaction in layers using mechanical compactor, making up the shortfall of material, reinstatement of existing layerworks, cleaning immediate surrounds and accommodation of traffic, for 829 number of pits.	Sum	
D	Traffic Control		
D.1	Allow for Traffic accommodation in work area for 30km.	Sum	
E	Reporting		
E.1	Survey Report.	Sum	
E.2	Native Drawings (.dwg, .gn).	Sum	
E.3	Excel and / or CSV files showing a complete list of points (i.e X, Y, Z co-ordinates – and lengths where applicable.	Sum	
E.4	Shapefile formats.	Sum	
	Total excluding VAT to be carried to Form of Offer and Acceptance		

Notes:

Respondents are required to complete the BOQ in full, failure to complete may result in disqualification of the tender

PART C3: SCOPE

Document reference	Title	No of pages
Part C3	This cover page	1
	<i>Scope</i>	16
	Total number of pages	17

C3.1 EMPLOYER'S WORKS INFORMATION

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1 Employer's Objectives

The *Employer's* objective is to establish a service contract for detecting and mapping underground utilities at the Island View precinct in the Port of Durban. The goal is to identify and locate all unknown bulk services, including electrical, telecommunication, water, sewage, stormwater, CFI pipeline, fiber optic cables, petroleum, gas, and other.

2 Background

The Port of Durban's Island View Complex is situated at the base of the Bluff, extending from Kings Rest Yard in the west to Bluff Coal Appliance in the east. As South Africa's largest petrochemical transfer hub and a designated National Key Point, it plays a crucial role in the country's infrastructure. The Island View facilities feature ten berths spanning a total length of 1,800 meters, with alongside depths of 6.0m, 10.6m, and 12.8m. The terminal handles various cargo types, including grains, vegetable oils, bunker fuels, chemicals, and petroleum products.

The Island View complex comprises various terminal operators, with the Island View precinct hosting numerous storage and processing industries that manage a range of petroleum and chemical products. Due to its long history, the terminal area contains numerous unknown bulk services connected from the berths to the terminals.

3 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 the Port of Durban Island View Complex. The works that are required to be undertaken at the Island View Precincts in between the terminal operators site boundary in the following internal road networks. Please see the ANNEXURE A attached illustrate Island View internal road network.

- Wharf Road
- Hainan Road
- Boneo Road
- Luzon Road
- Ceylon Road
- Cuba Road
- Java Road
- Celebs Road
- Honshu Road
- Hokkaido Road
- Formosa Road
- Venezuela Road
- Trinidad Road
- Iran Road

- Abadan Road
- Sumatra Road
- Causeway Road
- Patrol Road
- Kuwait Road
- Other open section
- Railway 1 section to Java Road
- Railway 2 Section to Hokkaido Road
- Railway 3 section to Venezuela Road
- Railway Yard Finland

The summary scope of services shall include the following:

- Site Establishment, de-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,
- Where required excavations to expose services.
- The 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 and PDF 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 and PDF drawings.
- Provision of the shapefile formats as per the GIS model,
- 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.
- (USB, PDF, and any type of document file format)

4 Survey Outcomes

4.1 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

- CFI Pipeline
- Fibre Optic Cable route
- Petrol, Diesel, Gas pipelines
- Other/unknown

There are no archived copies of the existing service drawings available. Therefore, it is the responsibility of the *Service Provider* to determine the position of all the existing services and pipe size diameter.

4.2 Underground Service Orientation

The survey must identify the route of each service within the boundary of the Island View Complex. GPS coordinates according to the WGS84 South African Datum (Hartebeest Hoek 94) are to be provided, mapping the route of each service identified. The spacing of the co-ordinates is to be taken in 20m 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.

4.3 Survey Report

A detailed survey report must be submitted, documenting the full survey process, the underground services identified, their GPS positions and depths. The report must also include a section outlining any areas of concern (e.g. under-depth services), as well as any limitations or constraints that may have affected the survey accuracy or coverage.

4.4 Survey Drawing

A complete set of AutoCAD, PDF a drawing as well as GIS shapefiles 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 drawings (in model space) showing all significant features including levels in the form of heights.

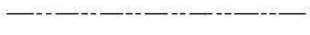
AutoCAD drawings should be layered using colours and line types to make the drawings easier to read. Below is typical line type/style and colours that can be used to indicate some of the basic utilities:

- 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 TNPA Engineering drawing office standards attached in the annexures of this document. In addition to TNPA Engineering drawing office AUTOCAD standards, the *Service Provider* may use typical and non-standard line types as shown on the attached TNPA (AMP ENGINEERING DRAWING STANDARD)

Figure 4-1 Typical Line Types

LEGEND - SERVICES		
PROPOSED	EXISTING	DESCRIPTION
		STORMWATER MANHOLE/PIPE
		SEWER MANHOLE/PIPE
		EFFLUENT MANHOLE/PIPE
		RAIL LINE
		COMMUNICATION MANHOLE/DUCTS
		ELECTRICAL MANHOLE/DUCTS
		WATERMAIN
		FENCE
		STEEL PALISADE SECURITY FENCE
		ASPHALT ROAD
		EARTH BANKS
ABBREVIATIONS MH = MANHOLE ELP = ELECTRICAL LIGHT POLE HML = HIGH MAST LIGHT EX = EXISTING BM = BENCH MARKS SW = STORMWATER EF = EFFLUENT FH = FIRE HYDRANT V = WATERMAIN VALVE		

NON STANDARD LINES (OPTIONAL)

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

Figure 4-2 Non-Standard Lines (Optional)

4.5 Services

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

4.5.1 Water (Potable or Fire) system

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

- Water pipeline positions
- Pipe sizes and types
- Hydrants, valves, and meters
- Full distribution network layout

4.5.2 Sewage networks

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

- Sewage pipeline positions
- Pipe sizes and types
- Manholes and rodding eyes, including capacities where known
- Cover and invert levels for all manholes
- Benchmark position and elevation

4.5.3 Power and Telecommunications lines must show:

- The layout and exact position of all power and telecommunication lines
- Cover and invert levels for any manholes or service pits
- Benchmark location and level

4.5.4 Stormwater system

- Layout of the stormwater system, including:
 - Culverts
 - Pipe sizes
 - Inlet and outlet structures
- Cover and invert levels for manholes
- Benchmark position and level

4.5.5 Firefighting equipment

- Pumps, tanks (include capacity if known)
- Fire hydrants, valves, meters, fire extinguishers, and fire hose reels
- Cover and invert levels for manholes
- Benchmark location and elevation

4.6 Survey Methodology

The Tenderer is requested to submit a **Proposed Methodology** in order to attain the required scope. The Proposed methodology should comply with the following:

- 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 hand excavation shall be used to verify the depth and position of the services, the Service Provider will be responsible to rehabilitate the affected area to its original state once the work is completed. The Service Provider 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.
- All hand excavations must be carried out in compliance with TNPA safety requirements and care must be taken to avoid damaging underground services.
- In the event of excavation, the Service provider will be required to appoint an Excavation operator with operational certificate and Excavation supervisor with 5 years' experience.
- 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 and limitations of the proposed methodology & equipment must be identified in the method statement to ensure that the output is of sufficient quality to meet the required specifications. 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.

5 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) within the Port of Durban in the Island View Precinct. 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 *Service Provider* 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/Project Manager and or Employer's Agent with respect to the provide contract.
- 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.

6 Specifications

6.1 Applicable Standard Specifications

There are no technical specifications available.

6.2 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 The *Service Provider* 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.

- 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 Service Provider 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.

7 Cadastral Information

Cadastral information will be provided by TNPA in AutoCAD format. The Service Provider must compile cadastral plans in accordance with COLTO TMH11 Chapter 6. All traversed and adjacent property boundaries must be shown, and no scanned diagrams will be accepted. Final deliverables must include SG diagrams with a coordinate list (WGS84 datum) and all relevant servitude information.

8 Format information to be provided

- 8.1 The survey information shall be supplied in a digital format (assessable on AutoCAD). All drawings provided must comply with TNPA drawing office AUTOCAD 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.
- 8.2 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.
- 8.3 All annotations on the plan shall be in English.
- 8.4 The plan shall be orientated with north at the top of the drawing.
- 8.5 Levels shall be displayed with a point as the **decimal point** and this point shall be placed at the center of the level and must correspond with the survey shot. All levels shall be in accordance with ENG-STD-0001.
- 8.6 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.
- 8.7 To prevent cluttering of the as-is drawings, when plotting these levels the *Service Provider* 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.
- 8.8 Levels and descriptions of the level shall be on separate CAD layers.
- 8.9 Co-ordinates system and datum level
- 8.10 All co-ordinates shall be based upon the WGS system.
- 8.11 The datum for levels shall be MSL.

9 Accurate Measurement Tolerances

- 9.1 Invert levels of culverts and manholes shall be accurate to $\pm 10\text{mm}$.
- 9.2 Total station X + Y values 30mm and Z values 25mm.
- 9.3 Tolerance acceptance 0.3m (GPS Coordinate) and depth is 0.1m

10 Integrity of Results

- 10.1 The Service Provider 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.
- 10.2 The Employers Agent will scrutinize 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.

11 Use of Intrinsically Safe Equipment

The Service Provider shall ensure that all electronic equipment (including Ground Penetrating Radar units, data loggers, cameras, and any survey instruments) used within hazardous or classified zones is intrinsically safe, certified for use in flammable or explosive environments, and compliant with relevant South African safety standards.

Where such equipment is not intrinsically safe, alternative arrangements must be proposed (e.g., obtaining permits) and approved by the TNPA Safety Department prior to use.

12 Deliverables

- 12.1 Survey Data:
Data shall be submitted on a USB as a "AUTOCAD format" and "Shapefiles"
- 12.2 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 AutoCAD (dwg and/or .dxf format) on a USB.
- 12.3 Tabulation of survey data in Excel and ASCII format
- 12.4 A list showing all descriptions of survey codes used.
- 12.5 Photographs of the site in general must be provided in a digital format.

13 Mapping Presentation

- 13.1 All maps must display feature annotations using text notes. Cadastral boundaries must include farm names and SG diagram numbers. Continuous lines shall be used to depict physical features such as fences, road edges, overhead lines, and stream banks. A WGS84 coordinate grid with labelled values must be clearly visible on the drawing.

14 Technical Requirements

The Service Provider shall perform all work in compliance with relevant legislation, municipal by-laws, and the latest applicable standards from SABS, ISO, and other recognized technical bodies. All professional services must follow best practice principles and adhere to ethical and technical standards as prescribed by the Service Provider's professional association.

15 Ownership of Data, Designs and Documents

All data, drawings, models, and technical documentation produced by the Service Provider during this contract shall become the property of the Employer upon full payment. Deliverables must be submitted in native digital formats. The Service Provider shall indemnify the Employer against any claims arising from infringement of third-party copyrights due to the use of such documents.

16 Construction Works

16.1 Temporary services, Site services & Construction constraints

16.1.1 Design team, site entry and security control, permits, and Site regulations

The *Service Provider* complies with the Employer's Site entry and security control, permits and Site regulations.

16.1.2 Restrictions to access on Site, roads, walkways and barricades:

The *Service Provider* is specifically excluded from entering the Employer's Operational Areas which are adjacent to the Site and Working Areas. The *Service Provider* plans and organises his work in such a manner so as to cause the least possible disruption to the Employer's operations.

The *Service Provider* ensures safe passage of his team, to traffic and around the site always working areas which includes providing flagmen.

The *Service Provider* ensures that any of his staff, labour and Equipment moving outside of his allocated Site and Working Areas does not obstruct the operations of the

rail line. To this end, access routes are allocated and coordinated by the Employer's Agent.

The *Service Provider* ensures that all his construction staff, labour, and Equipment remains within his allocated and fenced off construction area.

All *Service Provider's* staff and labour working within Railway boundary complies with Transnet Freight Rail (TFR) operational safety requirements and are equipped with all necessary personnel protective equipment (PPE).

16.1.3 People restrictions on Site; hours of work, conduct and records:

The *Service Provider* keeps daily records of his people engaged on the Site and Working Areas (including subservice Providers) with access to such daily records available for inspection by the Employer's Agent at all reasonable times.

17 Dewatering

The Service Provider shall be responsible for the implementation and management of all necessary dewatering operations to ensure safe and dry working conditions during excavation or underground works. Dewatering methods should minimize environmental impact and comply with all relevant environmental and water management regulations.

The Service Provider must:

- Assess groundwater conditions prior to commencement of work.
- Use appropriate dewatering techniques such as pumps, or drainage system
- Obtain any necessary permits for water discharge or groundwater extraction.
- Regularly monitor and maintain dewatering equipment.
- Ensure safe discharge of water, avoiding erosion or damage to adjacent infrastructure.
- Restore the site and groundwater conditions to the satisfaction of the Employer upon completion.

18 Management and Start-up

18.1 Documentation control

The *Service Provider* 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 *Service Provider* will issue all relevant documentation to the *Employer*, but control, maintenance and handling of these documents will be the *Service Provider'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.

19 Health & Safety Requirements

- 19.1 The *Service Provider* 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.
- 19.2 The *Service Provider* shall comply with all applicable legislation, regulations issued in terms thereof and Transnet's safety rules which shall be entirely at the *Service Provider's* cost and which shall be deemed to have been allowed for in the rates and prices.
- 19.3 The *Service Provider* 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.
- 19.4 The *Service Provider* shall, in particular, comply with the following:
- 19.4.1 The Compensation for Occupational Injuries and Diseases Act, no.130 of 1993. The *Service Provider* shall produce proof of his registration and good standing with the Compensation Commissioner in terms of the Act and submit with his tender.
 - 19.4.2 Act 85 of 1993, Occupational Health and Safety Act.
 - 19.4.3 **National Railway Safety Regulator Act, 16 of 2002**
 - 19.4.4 The Provisional Ordinances and Local Authority, by-laws and all relevant regulations framed there under.
 - 19.4.5 The *Service Provider* 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 *Service Provider* must allow for this in his pricing.
 - 19.4.6 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.
 - 19.4.7 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"

20 Environmental constraints and management

- 20.1 The *Service Provider* shall provide a *Service Provider'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.
- 20.2 The *Service Provider* shall make good all damages to the environment to the satisfaction of the *Employer's Agent*.
- 20.3 The *Service Provider* 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
- 20.4 The *Service Provider* shall appoint a responsible person to ensure that no incident shall occur on site that could cause pollution. Where the *Service Provider* was negligent and caused any form of pollution the damage shall be rectified at the *Service Provider's* cost.

21 Quality assurance requirements

- 21.1 Transnet is registered as an ISO 9001:2015 company and as such contracted parties are required to submit a detailed Quality management plan covering all work that will be covered under the services at the time of tender. Once accepted by the Employer, the Quality Management plan will be reviewed and audited by members of the Employer's staff and at intervals of no longer than monthly.
- 21.2 The Quality Management plan shall describe what quality standards will be adhered to for the execution of the services and how these standards will be met or exceeded.
- 21.3 The onus rests on the *Service Provider* to produce work which will conform in quality and accuracy of detail to the requirements of the Task Orders and Specifications, and the *Service Provider* 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.
- 21.4 The *Service Provider* 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.

22 Service Provider's management, supervision and key people

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

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

23 Management Structures

23.1 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.

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

24 Contract change management

All variations, deviations, or changes in scope must be communicated to the Employer's Agent using the standard contract reporting forms provided by the Employer. No change shall be deemed valid unless it is documented and formally accepted by the Employer's Agent.

25 Insurance provided by the Employer

Details of Employers Insurance cover is detailed in Part C1 of the contract.

26 Services and other things provided by the Employer

26.1 The Employer will provide the service provider with an access permit to the Port for the duration of the contract.

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

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

27 The Service Provider's Invoices

27.1 The invoice states the following:

Invoice addressed to Transnet Limited;
Transnet Limited's VAT No: 4720103177;

Invoice number;
The Service Provider's VAT Number; and

The invoice contains the supporting detail:

A bill format as per the tender document indicating previously paid, paid to date and amount due for the month.

The invoice is presented by electronic mail.

27.2 Invoices submitted by electronic mail addressed to:

Employer's Agent

The invoice is presented as an original.

28 PSP Liability

- 28.1 The *Service Provider* warrants that it will be liable to Transnet for any loss or damage caused by strikes, riots, lockouts or any labour disputes by and/or confined to the *Service Provider* employees, which loss will include any indirect or consequential damages.
- 28.2 The *Service Provider* warrants that no negotiations or feedback meetings by the *Service Provider* employees shall take place on Transnet premises, whether owned or rented by Transnet.
- 28.3 The *Service Provider* shall give notice to Transnet of any industrial action by the *Service Provider* employees immediately upon becoming aware of any actual or contemplated action that is or may be carried out on Transnet's premises, whether owned or rented, and shall notify Transnet of all matters associated with such action that may potentially affect Transnet.
- 28.4 The *Service Provider* is responsible for educating its employees on relevant provisions of the Labour Relations Act which deal with industrial action processes, and the risks of non-compliance.
- 28.5 The *Service Provider* is required to develop a Contingency Strike Handling Plan, which plan the *Service Provider* is obliged to update on a three-monthly basis. The *Service Provider* must provide Transnet with this plan and all updates to the Plan. The *Service Provider* is responsible to communicate with its employees on site details of the plan.

29 Industrial Action By Service Providers Employees

29.1 In the event of any industrial action by the *service provider's* employees, the *Service Provider* is required to provide competent contingency resources permitted in law to carry out any of the duties that are or could potentially be interrupted by industrial action in delivering the Service.

29.2 The *Service Provider* warrants that it will compensate Transnet for any costs Transnet incurs in providing additional security to deal with any industrial action by the *Contractor's* employees.

29.3 In the event of any industrial action by the *service provider's* employees, the *Service Provider* is obliged:

29.3.1 To prepare and deliver to Transnet, within two (2) hours of the commencement of industrial action an Industrial Action Report. If the industrial action persists the *Service Provider* is required to deliver the report at 8h30 each day.

29.3.2 The Industrial Action Report must provide at least the following information:

- Industrial incident report,
- Attendance register,
- Productivity / progress to schedule reports,
- Operational contingency plan,
- Site security report,
- Industrial action intelligence gathered.

The final Industrial Action Report is to be delivered 24 hours after finalization of the industrial action.

29.4 The management of the *Service Provider* is required to hold a daily industrial action teleconference with personnel identified by Transnet to discuss the industrial action, settlement of the industrial action, security issues and the impact on delivery under the contract.

29.5 The resolution of any disputes or industrial action by the professional *service provider's* employees is the sole responsibility of the *Service Provider's*.

29.6 Access to Transnet premises by the *Service Provider* and its employees is only provided for purposes of the *Service Provider* delivering its services to Transnet. Should the *Service Provider* and its employees not, for any reason, be capable of delivering its services Transnet is entitled to restrict or deny access onto its premises and unless otherwise authorized; such person will deem to be trespassing.

PART C4: SITE INFORMATION

Core clause 11.2(16) states

"Site Information is information which

- describes the Site and its surroundings and
- is in the documents which the Contract Data states it is in."

In Contract Data, reference has been made to this Part 4 of the contract for the location of Site Information.

1. Description of the Site and its surroundings

1.1. General description

The Island View Complex is located at the base of the Bluff, which stretches between Kings Rest Rail yard in the west and the Bluff Coal Appliances in the east. The IVP is a Petro-chemical hub in the Port of Durban. The majority of the IVP footprint is occupied by Cargo Owners who act as Terminal Operators responsible for the movement and storage of South Africa's petroleum, diesel, chemicals, oils, lubricants, and aviation fuel. The IVP consists of 10 berths and operates on a 24-hour basis. Vessels call at the different berths to off-load liquid bulk products, which are pumped to and stored in tanks within the precinct. Liquid Bulk distribution from storage tanks takes place via pipeline, road, and rail tankers.

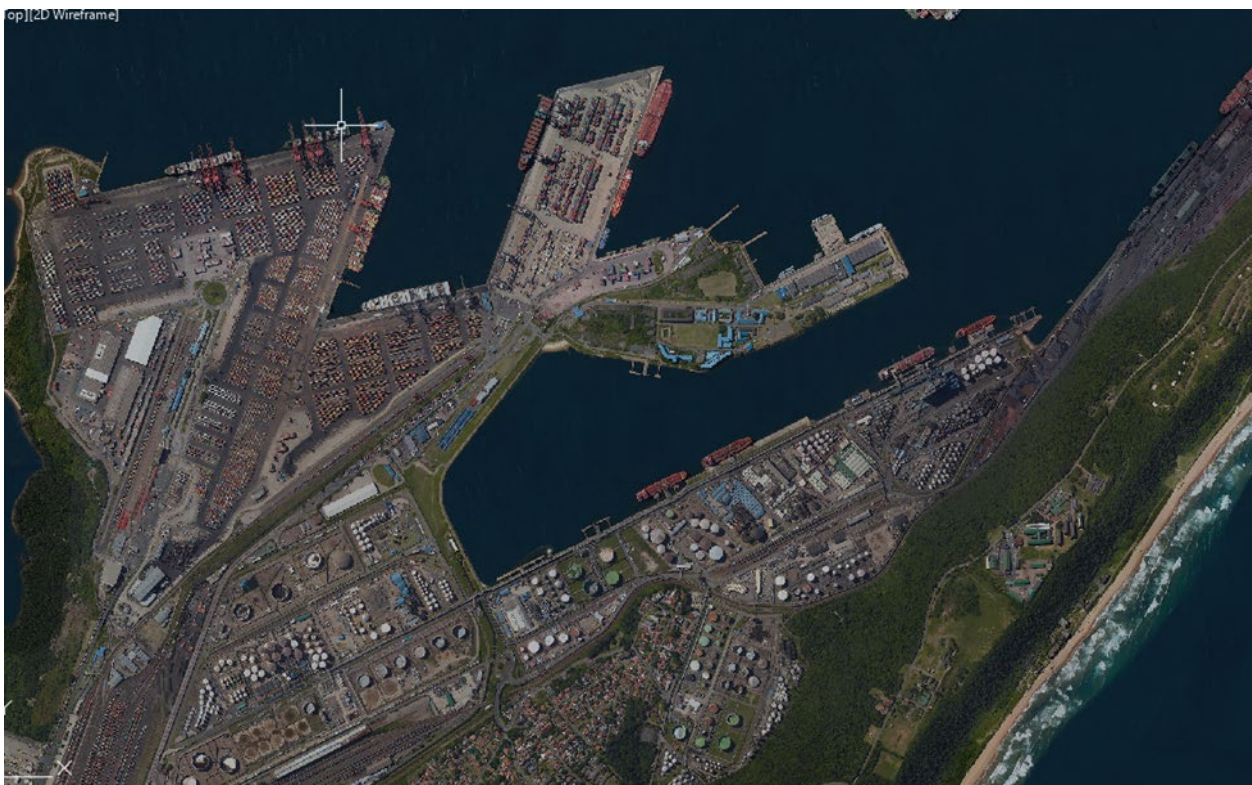


Figure 1: Island View Precinct



1.1 Working Hours

Normal working hours at the Port of Durban are from 08:00 to 16:30, Monday to Friday.

1.2 Access Permit Controls

There is a card access system to enter the Port Area. The Port Staff will arrange the required access permits and issue them to the contractor free of charge. Should any person lose his/her access permit these will be replaced at a price to be confirmed by TNPA security and Cutler management board for Island View precinct, will be paid by the *Service Provider*. This will also apply if permits are not returned at the end of the project completion.

1.3 Health and Safety

Transnet National Ports Authority has a strict health and safety policy in place. No persons may enter the site and undertake work on the site until undergoing the mandatory induction. The induction will be arranged by the Port staff at no cost to the Contractor.

The *Service Provider* does not need to rely on the First Aid and Emergency facilities operated by TNPA within the Port of Durban. The *Service Provider* shall be responsible for providing its own first aid facilities as per the Health and Safety Specifications on Site. In all other respects the *Service Provider* complies with the requirements stated within the *Employer's* Health and Safety Standard issued with this Works Information.

1.4 Basic Site Risk

In the case where the *Service Provider* requires to conduct any measurement at the *Employers* site, they shall duly inform the employer in writing (email, letter etc) and the *Employer* shall assist with the lockout and safety procedures to be followed at the respective site.

The *Service Provider* shall be required to conduct a risk assessment and ensure all risk mitigation measures recommended are implemented during the project.

2. Access to the Works

Access to the Port main administration building will be via 237 Mahatma Gandhi. The Port of Durban is a security regulated port in terms of the ISPS Maritime Security Regulations of 2004. The Service Provider's employees shall produce their identification cards at the main entrance gate. All vehicles, persons and goods may be subject to a search. Admission to the port is subject to random breathalyser testing. No alcohol is permitted on site and on Transnet Property.



2.1 Access will be subject to the Employer's security and SHERQ requirements and regulations, which is described but not limited to the following requirements:

- Visitors must sign in at the main entrance gate to gain access to the Port. Should the *Service Provider* prefer to gain access by electronic card, such access permits may be obtained from Transnet National Ports Authority Customer Services.
- All personnel entering general and operational areas under the jurisdiction of the Employer in the Port of Durban must undergo safety induction.
- Induction permits are mandatory to carry on site and are renewable yearly. The slips are also submitted as part of the safety file.
- The *Service Provider* shall provide all personnel with the required PPE. The minimum safety requirement for working includes steel-toe boots, a hard-hat, and a high-visibility vest. Additional equipment including but not limited to ear-, hand and face-protecting PPE may be required for the Works.
- The *Service Provider* shall comply with the safety rules as indicated during the safety induction and as indicated on signage on any privately operated site entered.

2.2 The *Service Provider* shall make their own assessment of the problems and difficulties which may be encountered for providing access to and interfacing with others. This includes additional access to information required during the tender process and access difficulties experienced during construction phase.