

TRANSNET



*port terminals*

**T2**

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## **List of Returnable Schedules**

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## **T2 List of Returnable Documents**

### **T2.1 Technical Evaluation Returnable schedules**

- T2.1.1 Environmental Management
- T2.1.2 Health and Safety Management
- T2.1.3 Management and CV's of Personnel
- T2.1.4 Method Statement
- T2.1.5 Programme
- T2.1.6 Previous Experience
- T2.1.7 Eligibility

### **T2.2 Essential returnable documents**

- T2.2-1 Authority to submit tender
- T2.2-2 Record of addenda to tender documents
- T2.2-3 Letter of Good Standing
- T2.2-4 Risk Elements
- T2.2-5 Availability of equipment and other resources
- T2.2-6 Non-Disclosure Agreement
- T2.2-7 RFQ Declaration Form
- T2.2-8 RFQ – Breach of Law
- T2.2-9 Certificate of Acquaintance with Tender Document
- T2.2-10 Service Provider Integrity Pact
- T2.2-11 Supplier Code of Conduct
- T2.2-12 Insurance provided by the contractor
- T2.2-13 Agreement in terms of Protection of Personal Information Act, 4 of 2013 (POPIA)
- T2.2-14 Certificate of Attendance

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**T2.1**

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## **Technical Returnables**

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### T2.1.1: Environmental Management

The Tenderer must review the following documents in preparation to meeting the environmental requirements, namely

- a) TIMS Policy
- b) Transnet Minimum Environmental Requirements for Construction (MERC) 009-TCC-CLO-SUS-11385
- c) Transnet Standard Operating Procedure for Construction Environmental Management Programme (SOP: CEMP) 009-TCC-CLO-SUS-11386

The tenderer must provide a project specific Environmental Management System (EMS) based on an International Standard with relevant procedures to address the elements of the system. These elements or procedures must include the following,

- 1) The signed Environmental **Policy** based on International Organization for Standardization (ISO) that displays all key components of Top management's commitments namely;
  - Regulatory compliance and other requirements
  - Commitment to Pollution prevention
  - Continual improvement
  - Provides framework for setting and reviewing objectives and targets and
  - Is communicated to all employees working for or on behalf of the Contractor.
- 2) Provide an **organogram** depicting the roles, responsibilities within the Environmental Management System illustrating the environmental reporting structure.



**Attached submissions to this schedule:**

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The 5 key policy components should be listed first and then use the measurements below.

**The scoring of the Tenderer's Environmental Submission will be as follows:**

**1. Site specific Environmental management system**

|             | Policy                                                                                                                                                                                                                                                                                                                                                                                                                  | Organogram -<br>Roles & Responsibilities of the environmental team                                                                                                                |
|-------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Points      | 1                                                                                                                                                                                                                                                                                                                                                                                                                       | 3                                                                                                                                                                                 |
| (Score 0)   |                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                   |
| (Score 20)  | Policy addresses 1 of the required elements and will most likely fail to meet the <i>Employer's</i> requirements                                                                                                                                                                                                                                                                                                        | Organogram provided with the roles and responsibilities of the environmental management team but does not meet the Employer's requirements as stipulated in the works information |
| (Score 40)  | Policy addresses 2 of the required elements and is unlikely to meet the <i>Employer's</i> requirements                                                                                                                                                                                                                                                                                                                  | N/A                                                                                                                                                                               |
| (Score 60)  | Policy addresses 3 of the required elements and is possibly able to meet the <i>Employer's</i> requirements                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                   |
| (Score 80)  | Policy addresses 4 of the required elements and is likely to ensure compliance with the stated <i>Employer's</i> requirements                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                   |
| (Score 100) | Policy addresses 5 of the required elements and is meets the <i>Employer's</i> requirements: <ul style="list-style-type: none"> <li>• Regulatory compliance and other requirements</li> <li>• Commitment to Pollution prevention</li> <li>• Continual improvement</li> <li>• Provides framework for setting and reviewing objectives and targets and</li> <li>• Is communicated to all employees working for</li> </ul> | Organogram is provided with all the roles and responsibilities of the environmental management team as stipulated in the works information                                        |

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|  |                                  |  |
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|  | or on behalf of the organization |  |
|--|----------------------------------|--|

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

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Tenderer \_\_\_\_\_

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## T2.1.2: Health and Safety Management

Submit the following documents as a minimum with your tender:

1. The Tenderer must provide their Contract specific health and safety plan.
2. Health & Safety Policy signed by the Chief Executive Officer. List the five elements -
  - Commitment to Safety, prevention of pollution,
  - Continual improvement,
  - Compliance to legal requirements, appropriate to the nature of contractor's activities,
  - Hold management accountable for development of the safety systems
  - Include objectives and targets.
3. Roles & Responsibilities, such as S16.1 CEO, S16.2 Contracts Manager, CR8.1 Construction manager, CR8.2 Assistant Construction manager, CR8.5 Safety officer, CR8.7 Construction Supervisor – Civils, Construction, CR8.8 Construction assistant supervisor, CR9.1 Risk Assessor, 17.1 SHE Reps, etc. as per the Occupational health and safety Act 85 of 1993 and COVID-19 Compliance Officer.
4. List of job categories for project and competencies required per category and develop a training Matrix for all employees who will be working on the project. This matrix must include Management and highlight training planned dates.
5. Overview of the project specific Baseline Risk Assessment (RA), indicating major activities of the project namely: **Site Establishment, Borehole drilling, Test pitting, etc.**
6. One year synopsis of SHE incidents, description, type and action taken to prevent re-occurrence.
7. Complete and return with tender documentation the Contractor Safety Questionnaire included to this Evaluation Schedule as a returnable.
8. Evidence that the Principal Contractor have made adequate provisions for the cost of Health & Safety "Bill of quantities": CR 3(5) (b)(iii) read with CR 5(1)(g)

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The scoring of the Tender's Health and Safety criteria is as follows:

|  | <b>Project Specific Safety Plan</b>                                                                     | <b>Policy (State points allocated)</b>                                                                                                                                                                                                                                                                                                                                | <b>Roles &amp; Responsibilities</b>                                                                                                                                                                                                                                                                           | <b>Training Matrix</b>                                                                                                                                                                                                                  | <b>Overview of the Baseline</b>                                                                                        | <b>One year synopsis</b>                                                    | <b>Safety Questionnaire</b>                                                                                                  | <b>Cost Breakdown Sheet</b>                   |
|--|---------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|
|  | Documented Health and Safety Plan in accordance with Transnet Project Health and Safety Specifications. | <ol style="list-style-type: none"> <li>1. Commitment to Safety, prevention of pollution,</li> <li>2. Continual improvement,</li> <li>3. Compliance to legal requirements, appropriate to the nature of contractor's activities,</li> <li>4. Hold management accountable for development of the safety systems,</li> <li>5. Include objectives and targets.</li> </ol> | S16.1 CEO,<br>S16.2 Contracts Manager,<br>CR8.1 Construction manager,<br>CR8.2 Assistant Construction manager,<br>CR8.5 Safety officer Registered with the SACPCMP,<br>CR8.7 Construction Supervisor,<br>CR8.8 Construction assistant supervisor,<br>CR9.1 Risk Assessor,<br>S.17.1 SHE Reps, etc. as per the | List of job categories for project and competencies required per category and develop a training Matrix for all employees who will be working on the project. This matrix must include Management and highlight training planned dates. | Indicating major activities of the project namely:<br><b>Site Establishment, Borehole drilling, Test pitting, etc.</b> | SHE incidents, description, type and action taken to prevent re-occurrence. | Complete and return with tender documentation the Contractor with required supporting documentation included as an Annexure. | Submission of completed cost breakdown sheet. |

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|                  |                                                                                           |  |                                                                               |  |  |  |  |  |
|------------------|-------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------|--|--|--|--|--|
|                  |                                                                                           |  | Occupational health and safety Act 85 of 1993 and COVID-19 Compliance Officer |  |  |  |  |  |
| <b>Points</b>    |                                                                                           |  |                                                                               |  |  |  |  |  |
| <b>(score 0)</b> | The Tenderer has submitted no information or inadequate information to determine a score. |  |                                                                               |  |  |  |  |  |

Description of Services: Geotechnical Investigation Services at the Port of Durban (Point Auto Terminal)

|                   |                                                                                                          |                                                                                              |                                                                                                                                                                               |                                                                                                                                                                                                                                  |                                                                                                                                   |                                                                                                                                   |                                                                                                                                   |                                                                                                                                                                                    |
|-------------------|----------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>(score 20)</b> | Information supplied is totally insignificant / inadequate to meet Employer's requirements               | 1 of the 5 key policy components are recognized and meet the <i>Employer's</i> requirement.  | Roles and responsibilities do not meet the Occupational health and safety Act as per construction regulations and Transnet Project health and safety Specifications.          | Key responsible persons are not included on training matrix as per proposed organogram structure.                                                                                                                                | Information supplied is totally insignificant / inadequate to achieve the required standard of service.                           | Information supplied is totally insignificant / inadequate to achieve the Employers Works information.                            | Information supplied is totally insignificant / inadequate to achieve the required standard of service.                           | Health and safety Budget submitted is totally insignificant / inadequate to achieve the required standard of service, 0, 1 to 1% allocated.                                        |
| <b>(score 40)</b> | Health and Safety Plan submission unlikely to ensure compliance with stated Employer's Works Information | 2 of the 5 key policy components are recognized and meet the <i>Employer's</i> requirement.  | Roles and responsibilities are unlikely to ensure compliance as per the Works information and not in line with OHS Act and Transnet Project health and safety Specifications. | Not all key responsible persons are included in the training matrix. Trainings matrix submitted does not cover all SHE training listed on Health and Safety Specifications. Training matrix not signed by responsible personnel. | Poor response/answer /solution lacks convincing evidence, medium risk that stated <i>employer's</i> requirements will not be met. | Poor response /answer/solution lacks convincing evidence, medium risk that stated <i>Employer's</i> requirements will not be met. | Poor response /answer/solution lacks convincing evidence, medium risk that stated <i>Employer's</i> requirements will not be met. | Health and safety Budget submitted is insignificant / inadequate /answer /solution to the returnable, Employer's health and safety requirements will not be met, 1 – 2% allocated. |
| <b>(score 60)</b> | Health and Safety Plan submission possibly able to ensure compliance with stated Employer's              | 3 of the 5 key policy components are recognized and meet the <i>Employer's</i> requirements. | Satisfactory response on roles and responsibilities as per Employer's requirements.                                                                                           | Satisfactory response on the list of job categories and trainings as per proposed project organogram                                                                                                                             | Satisfactory response/answer /solution to the particular aspect of the requirement, evidence given that the stated                | Satisfactory response /answer/solution to the particular aspect of the requirement, evidence given that the stated                | Satisfactory response /answer/solution to the particular aspect of the requirement, evidence given                                | Health and safety Budget submitted is Satisfactory response /answer/solution to the returnable, Employer's health and safety                                                       |

Description of Services: Geotechnical Investigation Services at the Port of Durban (Point Auto Terminal)

|                    |                                                                                                              |                                                                                                  |                                                                                                                                                     |                                                                                                                                                                                               |                                                                                                                                            |                                                                                                                                             |                                                                                                                                             |                                                                                                                                                                           |
|--------------------|--------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                    | Works Information.                                                                                           |                                                                                                  |                                                                                                                                                     | structure. Training matrix covers most of the trainings listed on Transnet Health and safety Specifications.                                                                                  | <i>Employer's</i> requirements will be met.                                                                                                | <i>Employer's</i> requirements will be met.                                                                                                 | that the stated <i>Employer's</i> requirements will be met.                                                                                 | requirements will be met, 2 – 3% allocated.                                                                                                                               |
| <b>(score 80)</b>  | Health and Safety Plan submission likely to ensure compliance with stated Employer's Works Information.      | 4 of the five key policy components are recognized and meets the <i>Employer's</i> requirements. | Roles and responsibilities are likely to ensure compliance as per Works Information, OHS Act and Transnet Project health and safety Specifications. | Most of key persons listed on the training matrix as per proposed project organogram structure. Trainings specified on the matrix are in line with Transnet health and safety Specifications. | Good response/answer/solution which demonstrates real understanding and evidence of ability to meet stated <i>Employer's</i> requirements. | Good response /answer/solution which demonstrates real understanding and evidence of ability to meet stated <i>Employer's</i> requirements. | Good response /answer/solution which demonstrates real understanding and evidence of ability to meet stated <i>Employer's</i> requirements. | Health and safety Budget submitted is Good response /answer/solution to the returnable, Employer's health and safety requirements will be met, 3 – 4% - above allocated.  |
| <b>(score 100)</b> | Health and Safety Plan submission most likely to ensure compliance with stated Employer's Works Information. | All 5 key policy components are recognized and meets the <i>Employer's</i> requirements          | Roles and Responsibilities most likely to ensure compliance as per requirements of OHS Act and Transnet Project Health and Safety Specifications.   | Training matrix include Management and all employees /personnel in the project. Training matrix had been signed by responsible personnel.                                                     | Very good response /answer/solution gives real confidence that the tenderer is most likely to ensure compliance with stated                | Very good response /answer/solution gives real confidence that the tenderer is most likely to ensure compliance with stated                 | Very good response /answer/solution gives real confidence that the tenderer is most likely to ensure compliance with stated                 | Health and safety Budget submitted is Very good response /answer/solution to the returnable, Employer's health and safety requirements will be met, 4% - above allocated. |



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|  |  |  |  |  |                                    |                                    |                                   |  |
|--|--|--|--|--|------------------------------------|------------------------------------|-----------------------------------|--|
|  |  |  |  |  | <i>Employer's</i><br>requirements. | <i>Employer's</i><br>requirements. | <i>Employer's</i><br>requirements |  |
|--|--|--|--|--|------------------------------------|------------------------------------|-----------------------------------|--|

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**Attached submissions to this schedule:**

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### T2.1.3: Management & CVs of Key Persons: Functionality Criteria

The tender must describe the management arrangements for the *Works* to be performed/*Services* to be provided. The tender must be able to demonstrate that the project personnel have sufficient knowledge, experience and qualifications to provide the required services.

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

1. An organisation chart showing on-site and off-site management (including the key people you have identified for the Contract and the required legal appointments).
2. The key professional personnel required for this contract are as:
  - **Senior Engineer/Senior Engineering Geologist** to review and take responsibility for the *Geotechnical Investigation and Design Report(s)*. The Senior Engineer to be registered with the Engineering Council of South Africa (ECSA) as a professional engineer/engineering technologist (civil). The Senior Engineering Geologist to have an honors degree in engineering geology and be registered at the South African Council for Natural and Scientific Professions (SACNASP) as a Pr. Sci. Nat.
  - **Engineer/Engineering Geologist (Site Agent/Supervisor - fulltime on-site)** will be responsible for fieldwork supervision, profiling/core logging, sampling and producing the *Geotechnical Investigation and Design Report(s)*. The Engineer to be registered with the Engineering Council of South Africa (ECSA) as a professional engineer/engineering technologist (civil) with a minimum of two years geotechnical experience after registration. The Engineering Geologist to have an honors degree in engineering geology and be registered at the South African Council for Natural and Scientific Professions (SACNASP) as a Pr. Sci. Nat, with a minimum of two years geotechnical experience after registration.
  - **South African Council for Project and Construction Management Professions (SACPCMP) Registered SHE Officer** who will ensure Health, Safety and Environmental compliance to all applicable legislation throughout the project duration. SHE Officer should have SAMTRAC or NEBOSH or Modern SHEQ Risk Management (MSRM) training course with accredited health and safety service provider as a minimum qualification and registered as a Health and Safety Officer with SACPCMP. At least 5 years' experience as a Safety, Health and Environmental Officer on construction projects

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electrical and mechanical projects. The SHEO must also have undergone Environmental awareness and short courses.

- ***Quality Assurance Representative.***

3. Details of the location (and functions) of offices from which the *Works/required Services* will be managed.
4. CV's to present details of the experience of the staff who will be working on the *Works/provide* the required *Services* with respect to:
  - Experience with the Contract Option chosen for this contract. If experience of these matters is limited, an indication of relevant training that they have attended should be submitted.
  - General experience relevant to the nature of the *Work* to be carried out/*Services* to be provided.
  - Adequacy for the assignment.
  - Knowledge of issues pertinent to the *Scope*, e.g. local conditions, affected communities, legislation, techniques, etc.
  - The education, training and skills of the assigned staff in the specific sector, field, subject, etc. which is directly linked to the *Works* to be performed/*Services* to be provided. Proof of education and training must be attached to the CV.
5. Comprehensive CVs should be attached to this schedule and as a minimum each CV should address the following, but not limited to:
  - Personal particulars:
    - a. Name.
    - b. Place(s) of tertiary education and dates associated therewith.
    - c. Professional awards.
  - Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations).
  - Name of current employer and position in enterprise.
  - Overview of post graduate experience (year, organization and position).
  - Outline of recent assignments/experience that has a bearing on the *Works/Services*.

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6. An explanation of how adequate resources will be allocated to enable compliance with the requirements and prohibitions imposed by or under the statutory provisions relating to health and safety.

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**List of Key Persons assigned to the above disciplines**

| No. | Key Persons                                                                | Name and Surname | CV attached (Yes/No) |
|-----|----------------------------------------------------------------------------|------------------|----------------------|
| 1   | Senior Engineer/Senior Engineering Geologist                               |                  |                      |
| 2   | Engineer/Engineering Geologist (Site Agent/ Supervisor - fulltime on-site) |                  |                      |
| 3   | SHE Officer                                                                |                  |                      |
| 4   | Quality Assurance Representative                                           |                  |                      |
|     |                                                                            |                  |                      |

**Attached submissions to this schedule:**

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The table below will be used as guidelines for scoring/evaluating the Management & CVs of Key Persons submitted by the Tenderer:

| Elements and weight                                                                                                              | Guidelines for scoring/evaluating the Management & CVs of Key Persons (Part A) (5) |                                                                                                                                                                                                                                                                                                                                                |
|----------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Organisation chart and details of the location (and functions) of offices from which the <i>Works</i> will be managed (5)</b> | <b>Score 0</b>                                                                     | The Tenderer has either submitted no information or information that is not relevant. A score cannot be determined.                                                                                                                                                                                                                            |
|                                                                                                                                  | <b>Score 20</b>                                                                    | An organisation chart included, showing on-site and off-site management (including the key people identified for the Contract and the required legal appointments).<br><br>More than three (>3) key staff members and/or details of the location (and functions) of offices from which the <i>Works/Services</i> will be managed not included. |
|                                                                                                                                  | <b>Score 40</b>                                                                    | An organisation chart included, showing on-site and off-site management (including the key people identified for the Contract and the required legal appointments).<br><br>Three (3) key staff members and/or details of the location (and functions) of offices from which the <i>Works/Services</i> will be managed not included.            |
|                                                                                                                                  | <b>Score 60</b>                                                                    | An organisation chart included, showing on-site and off-site management (including the key people identified for the Contract and the required legal appointments).<br><br>Two (2) key staff members and/or details of the location (and functions) of offices from which the <i>Works/Services</i> will be managed not included.              |
|                                                                                                                                  | <b>Score 80</b>                                                                    | An organisation chart included, showing on-site and off-site management (including the key people identified for the Contract and the required legal appointments).<br><br>One (1) key staff member not included and details of the location (and functions) of offices from which the <i>Works/Services</i> will be managed included.         |
|                                                                                                                                  | <b>Score 100</b>                                                                   | An organisation chart included, showing on-site and off-site management (including the key people identified for the Contract and the required legal appointments).<br><br>All key staff and details of the location (and functions) of offices from which the <i>Works/Services</i> will be managed included.                                 |

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| Elements and weight                                                                                                                                                                                          | Guidelines for scoring/evaluating the Management & CVs of Key Persons (Part B) (20) |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Senior Engineer/Senior Engineering Geologist (7)</b><br><br><b>Engineer/Engineering Geologist (6)</b><br><br><b>SACPCMP Registered SHE Officer (4)</b><br><br><b>Quality Assurance Representative (3)</b> | <b>Score 0</b>                                                                      | The Tenderer has either submitted no information or information that is not relevant. A score cannot be determined.                                                                                                                                                                                                                                                                                                                                                                                                            |
|                                                                                                                                                                                                              | <b>Score 20</b>                                                                     | Key staff have very limited levels of relevant experience, skills and knowledge of issues pertinent to the project:<br><br>Senior Engineer/Senior Engineering Geologist < 5 years geotechnical experience and not yet registered.<br><br>Engineer/Engineering Geologist < 2 year geotechnical experience and not yet registered.<br><br>SACPCMP Registered SHE Officer < 2 year experience and not yet registered.<br><br>Quality Assurance Representative typically < 1 year experience.                                      |
|                                                                                                                                                                                                              | <b>Score 40</b>                                                                     | Key staff have limited levels of relevant experience, skills and knowledge of issues pertinent to the project:<br><br>Senior Engineer/Senior Engineering Geologist < 5 years geotechnical experience after registration.<br><br>Engineer/Engineering Geologist < 2 years geotechnical experience after registration.<br><br>SACPCMP Registered SHE Officer < 2 years experience after registration.<br><br>Quality Assurance Representative typically ≥ 1 and < 3 years' experience.                                           |
|                                                                                                                                                                                                              | <b>Score 60</b>                                                                     | Key staff have reasonable and acceptable levels of relevant experience, skills and knowledge of issues pertinent to the project:<br><br>Senior Engineer/Senior Engineering Geologist ≥ 5 and < 7 years geotechnical experience after registration.<br><br>Engineer/Engineering Geologist ≥ 2 and < 5 years geotechnical experience after registration.<br><br>SACPCMP Registered SHE Officer ≥ 2 and < 5 years experience after registration.<br><br>Quality Assurance Representative typically ≥ 3 and < 5 years' experience. |

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|  |                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|--|------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | <b>Score 80</b>  | <p>Key staff have extensive levels of relevant experience, skills and knowledge of issues pertinent to the project:</p> <p>Senior Engineer/Senior Engineering Geologist <math>\geq 7</math> and <math>&lt; 10</math> years geotechnical experience after registration.</p> <p>Engineer/Engineering Geologist <math>\geq 5</math> and <math>&lt; 7</math> years geotechnical experience after registration.</p> <p>SACPCMP Registered SHE Officer <math>\geq 5</math> and <math>&lt; 10</math> years experience after registration.</p> <p>Quality Assurance Representative typically <math>\geq 5</math> and <math>&lt; 10</math> years' experience.</p> |
|  | <b>Score 100</b> | <p>Key staff have outstanding levels of relevant experience, skills and knowledge of issues pertinent to the project:</p> <p>Senior Engineer/Senior Engineering Geologist <math>\geq 10</math> years geotechnical experience after registration.</p> <p>Engineer/Engineering Geologist <math>\geq 7</math> years geotechnical experience after registration.</p> <p>SACPCMP Registered SHE Officer <math>\geq 10</math> years experience after registration.</p> <p>Quality Assurance Representative typically <math>\geq 10</math> years' experience.</p>                                                                                               |

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the Tenderer, 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 \_\_\_\_\_

## **T2.1.4: Evaluation Schedule: Method Statement: Functionality Criteria**

### **Note to Tenderers:**

#### Method statement

1. The method statement must respond to the *Scope of Services* (the Works Information) and outline the proposed methodology including that relating to the programme, practicality, quality, health and safety, risk and environmental considerations.
2. The method statement should articulate what added value the Tenderer will provide in achieving the stated objectives for the project.
3. The Tenderer must as such explain his/her understanding of the objectives of the assignment and the *Employer's* stated and implied requirements, highlight the issues of importance, and explain the technical approach they would adopt to address them. The method statement should also correlate with the Tenderer's quality plan outlining the processes, procedures and associated resources, applied by whom and when, to meet the requirements and indicate how risks will be managed and what contribution can be made regarding value management.
4. The method statement must be accompanied by a relevant Quality Control Plan, indicating the Quality Interventions required for activities.
5. In addition to general methodology for the project(s) please provide specific information for the following points:
  - Geotechnical investigations of similar nature (including in-situ testing and sampling):
    - a. Borehole drilling.
    - b. Test pitting.
  - Laboratory testing.
  - Design and reporting.

**Please note: Tenderers are required to provide detailed 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.**

TRANSNET SOC Ltd

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

**Attached submissions to this schedule:**

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The table below will be used as guidelines for scoring/evaluating Method Statement:

| Elements and weight                                                                                                                                                                                                                                                                 | Guidelines for scoring/evaluating the Method Statement (25) |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Geotechnical investigations of similar nature (incl. in-situ testing and sampling):</b> <ul style="list-style-type: none"> <li>• <b>Borehole drilling (7)</b></li> <li>• <b>Test pitting (3)</b></li> </ul><br><b>Laboratory testing (5)</b><br><b>Design and reporting (10)</b> | <b>Score 0</b>                                              | The Tenderer has submitted no information or inadequate/irrelevant information to determine a score.                                                                                                                                                                                                                                                                                                                                                                                                                                |
|                                                                                                                                                                                                                                                                                     | <b>Score 20</b>                                             | The methodology/approach and work alignment to project schedule is poorly presented, generic and not tailored to address the specific project objectives and methodology. Tenderer misunderstood the <i>Scope of Services</i> and does not deal with critical issues of the project.                                                                                                                                                                                                                                                |
|                                                                                                                                                                                                                                                                                     | <b>Score 40</b>                                             | Tenderer has submitted a Method Statement with major omissions and/or irregularities. The methodology/ approach is not realistic, generic and not tailored to address the specific project objectives and methodology (unlikely to satisfy project objectives or requirements). The Tenderer misunderstood the <i>Scope of Services</i> and the methodology approach does not adequately deal with the critical characteristics of the project.                                                                                     |
|                                                                                                                                                                                                                                                                                     | <b>Score 60</b>                                             | Tenderer has submitted a Method Statement with minor omissions and/or irregularities. Satisfactory response/solution to the particular aspect of the requirement and evidence given that the stated <i>Employer's</i> requirements will be met.                                                                                                                                                                                                                                                                                     |
|                                                                                                                                                                                                                                                                                     | <b>Score 80</b>                                             | The methodology/approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The methodology/ approach to manage activities is specifically tailored to the critical characteristics of the project. Approach clearly articulated and based on the project; the <i>Works/Services</i> are aligned with project schedule. The proposed execution methodology will ensure that operations will not be disrupted. |
|                                                                                                                                                                                                                                                                                     | <b>Score 100</b>                                            | Besides meeting the "80" rating, the important issues are approached in an innovative and efficient way, indicating that the Tenderer has outstanding knowledge of state-of-the-art approaches. The methodology approach details ways to improve the project outcomes and the quality of the outputs. Risks are adequately identified and managed.                                                                                                                                                                                  |

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

Signed

Date



TRANSNET SOC Ltd

Contract Number: ICLM DB 840/TPT

Description of Services: Geotechnical Investigation Services at the Port of Durban (Point Auto Terminal)

---

Name

Position

Tenderer

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## T2.1.5: Evaluation Schedule - Programme

The Tenderer details the proposed programme below or makes reference to his proposed programme and attaches it to this schedule. The Tenderer's attention is drawn to core clause 31 of the NEC3 Engineering and Construction contract regarding the items to be shown on a programme.

The tenderer shall provide the proposed programme showing but not limited to the following:

- Ability to execute the works in terms of the *Employer's* requirements and within the required timeframe indicating, in a logical sequence, the order and timing of the construction that will take place in order to Provide the *works* clearly indicating the capacity & capability to achieve the dates stated in the Contract Data.
- Dates when the *Contractor* will need *access* to any part of the site and/or persons and/or information, as well as submission approval process and timing for Health & Safety Files, Environmental Files and Quality Files pre-requisites/requirements. In addition the Programme must clearly demonstrate adequate provision for the review and acceptance process associated with deliverables requiring the *Employer's* acceptance including due cognizance taken of the timeframes associated with undertaking same and any other items of this nature. Moreover the Programme must clearly demonstrate adequate provision for the process and timeframes associated with undertaking procurement processes for all long lead items, inductions, permits, medicals, plant and equipment approvals and any required certifications in this regard including any interim approvals by the *Project Manager*, the *Supervisor* and/or the *Employer* . In addition, the Programme must clearly demonstrate adequate provision for the process and timeframes associated with undertaking all requirements related to Covid-19 readiness and compliance in line with the *Employer's* Works Information in this regard.
- The *Contractor* indicates how he plans in achieving the following dates and clearly demonstrates them on the schedule – initiates Starting Date, Access Dates, Planned Completion, Completion Date. In addition the Programme clearly demonstrates adequate provisions for Time Risk Allowances (TRA). Time Risk Allowances are not float, are owned by the Tenderer, can be included in the activity duration and illustrated in the schedule in a code field or as an attachment.
- The Programme must clearly support and demonstrate full alignment to the Method Statement as contained under T.2.2-09.

| The scoring of the Programme will be as follows: |                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                 |
|--------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------|
|                                                  | Ability to execute the works in terms of the <i>Employer's</i> requirements and within the required timeframe indicating, in a logical sequence, the order and timing of the construction that will take place in order to Provide the <i>works</i> clearly indicating the capacity & capability to achieve the dates stated in the Contract Data. | Dates when the <i>Contractor</i> will need <i>access</i> to any part of the site and/or persons and/or information, as well as submission approval process and timing for Health & Safety Files, Environmental Files and Quality Files pre-requisites/requirements. In addition the Programme must clearly demonstrate adequate provision for the review and acceptance process associated with deliverables requiring the <i>Employer's</i> acceptance including due cognizance taken of the timeframes associated with undertaking same and any other items of this nature. Moreover the Programme must clearly demonstrate adequate provision for the process and timeframes associated with undertaking procurement processes for all long lead items, inductions, permits, medicals, plant and equipment approvals and any required certifications in this regard including andy interim approvals by the <i>Project Manager</i> , the <i>Supervisor</i> and/or the <i>Employer</i> . In addition, the Programme must clearly demonstrate adequate provision for the process and timeframes associated with undertaking all requirements related to Covid-19 readiness and compliance in line with the <i>Employer's</i> Works Information in this regard. | The <i>Contractor</i> indicates how he plans in achieving the following dates and clearly demonstrates them on the schedule – initiates Starting Date, Access Dates, Planned Completion, & Completion Date. In addition the Programme clearly demonstrates adequate provisions for Time Risk Allowances (TRA). Time Risk Allowances are not float, are owned by the Tenderer, can be included in the activity duration and illustrated in the schedule in a code field or as an attachment. | The Programme must clearly support and demonstrate alignment to the Approach Paper as contained under T.2.2-09. |
| <b>Total Points (10)</b>                         | <b>5</b>                                                                                                                                                                                                                                                                                                                                           | <b>3</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>1</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <b>1</b>                                                                                                        |

|                 |                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                       |
|-----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|
| <b>Score 0</b>  | The Tenderer has submitted no information to determine a score.                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                       |
| <b>Score 20</b> | <ul style="list-style-type: none"> <li>The programme is not acceptable as it will not satisfy project objectives or requirements. The tenderer has misunderstood the scope of work and does not deal with the critical aspects of the overall programme.</li> </ul>                                                                    | <ul style="list-style-type: none"> <li>The tenderer has not addressed critical access requirements.</li> <li>The tenderer has not allowed timing for approval processes for SHEQ documentation.</li> <li>The tenderer has not made provision for undertaking procurement processes for long lead items, inductions, permits and medicals.</li> <li>The tenderer has not demonstrated any provisions for undertaking COVID-19 compliance and readiness requirements.</li> </ul>                                                                                                                                                                                                                                          | <ul style="list-style-type: none"> <li>The tenderer has addressed some but not all date requirements and submission contains critical logic and sequencing errors which renders it unrealistic/unachievable.</li> <li>The tenderer has not demonstrated Time Risk Allowance (TRA).</li> </ul>                                                                                                                                                                                        | <ul style="list-style-type: none"> <li>No alignment between programme and Approach Paper.</li> </ul>                                  |
| <b>Score 40</b> | <ul style="list-style-type: none"> <li>The programme is generic, not practical and unrealistic, therefore is unlikely to satisfy project objectives or <i>Employer's</i> requirements. The tenderer has misunderstood certain aspects of the scope of the works and does not deal with the critical aspects of the project.</li> </ul> | <ul style="list-style-type: none"> <li>The tenderer has addressed critical but not all access requirements.</li> <li>The tenderer has not allowed sufficient timing for approval processes for SHEQ documentation.</li> <li>The tenderer has not adequately demonstrated undertaking the procurement process for all long lead items, inductions, permits and medicals i.e. some but not all long lead items considered, and insufficient durations allowed for procurement timelines.</li> <li>The tenderer has demonstrated inadequate provisions for undertaking COVID-19 compliance and readiness requirements i.e. provisions are not fully in accordance with the <i>Employer's</i> Works Information.</li> </ul> | <ul style="list-style-type: none"> <li>The tenderer has addressed some but not all date requirements and submission contains critical logic and sequencing errors which renders it unrealistic/unachievable.</li> <li>The tenderer has demonstrated inadequate provision for Time Risk Allowance (TRA) i.e. TRA in insufficient quantities and not assigned to specific activities and/or critical components of the scope which are likely to be subject to uncertainty.</li> </ul> | <ul style="list-style-type: none"> <li>Critical errors and or omissions in alignment between programme and Approach Paper.</li> </ul> |
| <b>Score 60</b> | <ul style="list-style-type: none"> <li>The programme addresses certain specific project objectives but does not adequately deal with all critical characteristics of the project.</li> <li>The programme is complete and sufficiently decomposed, as</li> </ul>                                                                        | <ul style="list-style-type: none"> <li>The tenderer has adequately addressed all access requirements.</li> <li>The tenderer has not allowed sufficient timing for approval processes for SHEQ documentation.</li> <li>The tenderer has not adequately</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <ul style="list-style-type: none"> <li>The tenderer has addressed all date requirements correctly and submission contains logic and sequencing which is accurate, and renders the submission realistic and achievable.</li> </ul>                                                                                                                                                                                                                                                    | <ul style="list-style-type: none"> <li>Minor errors and or omissions in alignment between programme and Approach Paper.</li> </ul>    |

|                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                          |                                                                                                                                                             |
|-----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                 | <p>demonstrated through the project WBS and activity level of detail which fully encompasses project scope as detailed but not limited to the <i>Employer's</i> works information and Engineering Specification;</p> <ul style="list-style-type: none"> <li>▪ The programme is not fully predictive in that it contains minor errors or omissions in critical path/s.</li> <li>▪ Activity duration estimates demonstrate an adequate level of decomposition of the scope, however the programme may not present an accurate model of project risk as indicated by same.</li> <li>▪ The programme contains only minor errors and omissions in logic (i.e. horizontal and vertical traceability)</li> <li>▪ The programme contains minor errors or omissions in its demonstration of the sequence, methodology and underlying approach to provision of the <i>works</i>, in comparison with the requirements of the <i>Employer's</i> works information and Engineering Specification, as such adequately deals with some but not all the critical characteristics of overall project execution.</li> </ul> | <p>demonstrated undertaking the procurement process for all long lead items, inductions, permits and medicals i.e. all long lead items considered, however insufficient durations allowed for timelines associated with same.</p> <ul style="list-style-type: none"> <li>▪ The tenderer has demonstrated adequate provisions for undertaking COVID-19 compliance and readiness requirements i.e. provisions are fully compliant with the <i>Employer's</i> Works Information.</li> </ul> | <ul style="list-style-type: none"> <li>▪ The tenderer has demonstrated inadequate provision for Time Risk Allowance (TRA) i.e. TRA in insufficient quantities, and not assigned to specific activities and/or critical components of the scope which are likely to be subject to uncertainty.</li> </ul> |                                                                                                                                                             |
| <b>Score 80</b> | <ul style="list-style-type: none"> <li>▪ The programme addresses specific project objectives.</li> <li>▪ The programme is complete and sufficiently decomposed, as demonstrated through the project WBS and activity level of detail which</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <ul style="list-style-type: none"> <li>▪ The tenderer has adequately addressed all access requirements.</li> <li>▪ The tenderer has allowed sufficient timing for approval processes for SHEQ documentation.</li> <li>▪ The tenderer has not adequately</li> </ul>                                                                                                                                                                                                                       | <ul style="list-style-type: none"> <li>▪ The tenderer has addressed all date requirements correctly and submission contains logic and sequencing which is accurate, and renders the submission realistic and achievable.</li> </ul>                                                                      | <ul style="list-style-type: none"> <li>▪ Programme and Approach Paper are fully aligned and submission contains no critical errors or omissions.</li> </ul> |

|                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                           |                                                                                                                                      |
|------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|
|                  | <p>fully encompasses project scope as detailed but not limited to the <i>Employer's</i> works information and Engineering Specification;</p> <ul style="list-style-type: none"> <li>▪ The programme is transparent in the demonstration of its basis;</li> <li>▪ The programme is adequately predictive in that it provides meaningful critical path/s and an accurate/realistic model of project risk, the latter as demonstrated in activity duration estimates and associated activity level of decomposition;</li> <li>▪ The programme contains logic that is horizontally and vertically traceable;</li> <li>▪ The programme adequately demonstrates the sequence, methodology and critical success factors, risks and underlying approach to provision of the <i>works</i>, in line with the requirements of the <i>Employer's</i> works information and Engineering Specification, as such adequately deals with the critical characteristics of overall project execution.</li> </ul> | <p>demonstrated undertaking the procurement process for all long lead items, inductions, permits, medicals i.e. all long lead items considered with sufficient durations allowed for timelines associated with same.</p> <ul style="list-style-type: none"> <li>▪ The tenderer has demonstrated adequate provisions for undertaking COVID-19 compliance and readiness requirements i.e. provisions are fully compliant with the <i>Employer's</i> Works Information.</li> </ul> | <ul style="list-style-type: none"> <li>▪ The tenderer has demonstrated adequate provision for Time Risk Allowance (TRA) i.e. TRA in sufficient quantities and correctly assigned to specific activities and/or critical components of the scope which are likely to be subject to uncertainty.</li> </ul> |                                                                                                                                      |
| <b>Score 100</b> | Besides meeting the above "80" rating, the critical aspects are approached in a manner which demonstrates innovation and efficiency.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Besides meeting the above "80" rating, the critical aspects are approached in a manner which demonstrates innovation and efficiency.                                                                                                                                                                                                                                                                                                                                            | Besides meeting the above "80" rating, the critical aspects are approached in a manner which demonstrates innovation and efficiency.                                                                                                                                                                      | Besides meeting the above "80" rating, the critical aspects are approached in a manner which demonstrates innovation and efficiency. |





Transnet Port Terminals

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The table below will be used as guidelines for scoring/evaluating the Previous Experience:

| Elements and weight                                                                                                                                                                                                                                                | Guidelines for scoring/evaluating the Previous Experience (25) |                                                                                                                                                                                                                                                      |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Geotechnical investigations of similar nature (incl. in-situ testing and sampling):</b> <ul style="list-style-type: none"> <li>• Borehole drilling (7)</li> <li>• Test pitting (3)</li> </ul> <b>Laboratory testing (5)</b><br><b>Design and reporting (10)</b> | <b>Score 0</b>                                                 | The Tenderer has submitted no information or inadequate information or irrelevant information to determine a score.                                                                                                                                  |
|                                                                                                                                                                                                                                                                    | <b>Score 20</b>                                                | The Tenderer's experience is very limited to the project (less than 2 years' experience for geotechnical site investigations of similar nature, in-situ testing, sampling, laboratory testing elements, design elements and reporting).              |
|                                                                                                                                                                                                                                                                    | <b>Score 40</b>                                                | The Tenderer has limited experience ( $\geq 2$ and $\leq 4$ years' experience for geotechnical site investigations of similar nature, in-situ testing, sampling, laboratory testing elements, design elements and reporting).                        |
|                                                                                                                                                                                                                                                                    | <b>Score 60</b>                                                | Tenderer has moderate levels of experience ( $> 4$ and $\leq 7$ years' experience for geotechnical site investigations of similar nature, in-situ testing, sampling, laboratory testing elements, design elements and reporting).                    |
|                                                                                                                                                                                                                                                                    | <b>Score 80</b>                                                | Tenderer has extensive experience in relation to the project ( $> 7$ and $\leq 10$ years' experience for geotechnical site investigations of similar nature, in-situ testing, sampling, laboratory testing elements, design elements and reporting). |
|                                                                                                                                                                                                                                                                    | <b>Score 100</b>                                               | Tenderer has outstanding experience in projects of a similar nature (more than 10 years' experience for geotechnical site investigations of similar nature, in-situ testing, sampling, laboratory testing elements, design elements and reporting).  |

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



### **T2.1.7: Eligibility**

Senior Engineer to be registered with the Engineering Council of South Africa (ECSA) as Professional Engineer (Pr Eng)/Professional Engineering Technologist (Pr Eng Tech.) or the Senior Engineering Geologist to have an honors degree in engineering geology and be registered at the South African Council for Natural and Scientific Professions (SACNASP) as a Pr. Sci. Nat. Copy of registration certificate to be provided.

#### **Attached submissions to this schedule:**

.....

.....

.....

.....

.....

TRANSNET



*port terminals*

**T2.2**

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## **Essential Returnable documents**

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## T2.2-1: Authority to submit a Tender

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

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

### A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors

**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.

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Description of Services: Geotechnical Investigation Services at the Port of Durban (Point Auto Terminal)

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



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

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

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

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## **T2.2-3 Letter/s of Good Standing with the Workmen's Compensation Fund**

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

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

Name of Company/Members of Joint Venture:

|       |
|-------|
| ..... |
| ..... |
| ..... |
| ..... |
| ..... |
| ..... |
| ..... |
| ..... |
| ..... |
| ..... |



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

[illegible]

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Description of Services: Geotechnical Investigation Services at the Port of Durban (Point Auto Terminal)

## **T2.2-6 NON-DISCLOSURE AGREEMENT**

### **[JUNE 2023]**

Transnet Port Terminals  
Contract Number: ICLM DB 840/TPT

Description of Services: Geotechnical Investigation Services at the Port of Durban (Point Auto Terminal)

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

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

**TRANSNET SOC LTD**

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

**and**

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

**WHEREAS**

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

**IT IS HEREBY AGREED**

**1. INTERPRETATION**

In this Agreement:

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

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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

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- 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.

Transnet Port Terminals  
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**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.

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- 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

## **T2.2-7: RFP DECLARATION FORM**

NAME OF COMPANY: \_\_\_\_\_

We \_\_\_\_\_ do hereby certify that:

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

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

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Indicate nature of relationship with Transnet:

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

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

6. We accept that any dispute pertaining to this tender will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to respondents" below).
7. We further accept that Transnet reserves the right to reverse a tender award or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.
8. We have acquainted ourselves and agree with the content of T2.2-10 "Service Provider Integrity Pact".

|                                                          |
|----------------------------------------------------------|
| For and on behalf of<br>.....<br>duly authorised thereto |
| Name:                                                    |
| Signature:                                               |
| Date:                                                    |

### IMPORTANT NOTICE TO TENDERERS

- Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of tenders exceeding R5,000,000.00 (five million S.A. Rand) in value. Should a Tenderer have any material concern regarding an tender process which meets this value threshold, a complaint may be lodged with Transnet's Procurement Ombudsman for further investigation.
- It is incumbent on the Tenderer to familiarize himself/herself with the Terms of Reference for the Transnet Procurement Ombudsman, details of which are available for review at Transnet's website [www.transnet.net](http://www.transnet.net).
- An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to [procurement.ombud@transnet.net](mailto:procurement.ombud@transnet.net)

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- For transactions below the R5,000,000.00 (five million S.A. Rand) threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division.
  - All Tenderers should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a tenderer on its List of Excluded Bidders.

**T2.2-8: 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:

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DATE OF BREACH:

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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\_\_\_\_

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SIGNATURE OF TENDER

## **T2.2-9 Certificate of Acquaintance with Tender Documents**

NAME OF TENDERING ENTITY:

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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\_\_\_\_

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SIGNATURE OF TENDERER

## **T2.2-10 Service Provider Integrity Pact**

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

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

### **INTEGRITY PACT**

Between

**TRANSNET SOC LTD**

Registration Number: 1990/000900/30

("Transnet")

and

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

## **PREAMBLE**

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

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

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

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

## **1 OBJECTIVES**

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

## **2 COMMITMENTS OF TRANSNET**

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

- 2.1 Transnet hereby undertakes that no employee of Transnet connected directly or indirectly with the sourcing event and ensuing contract, will demand, take a

promise for or accept directly or through intermediaries any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Tenderer, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the tendering process, Tender evaluation, contracting or implementation process related to any contract.

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

### **3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER**

- 3.1 Transnet has a '**Zero Gifts**' Policy. No employee is allowed to accept gifts, favours or benefits.
  - a) Transnet officials and employees **shall not** solicit, give or accept, or from agreeing to solicit, give, accept or receive directly or indirectly, any gift, gratuity, favour, entertainment, loan, or anything of monetary value, from any person or juridical entities in the course of official duties or in connection with any operation being managed by, or any transaction which may be affected by the functions of their office.
  - b) Transnet officials and employees **shall not** solicit or accept gifts of any kind, from vendors, suppliers, customers, potential employees, potential vendors, and suppliers, or any other individual or organisation irrespective of the value.
  - c) Under **no circumstances** should gifts, business courtesies or hospitality packages be accepted from or given to prospective suppliers participating in a

tender process at the respective employee's Operating Division, regardless of retail value.

- d) Gratuities, bribes or kickbacks of any kind must never be solicited, accepted or offered, either directly or indirectly. This includes money, loans, equity, special privileges, personal favours, benefit or services. Such favours will be considered to constitute corruption.

3.2 The Tenderer/Service Provider/Contractor commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Tender or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Tenderer/Service Provider/Contractor commits to the following:

- a) The Tenderer/Service Provider/Contractor will not, directly or through any other person or firm, offer, promise or give to Transnet or to any of Transnet's employees involved in the tendering process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the tendering process; and
- b) The Tenderer/Service Provider/Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Transnet, connected directly or indirectly with the tendering process, or to any person, organisation or third party related to the contract in exchange for any advantage in the tendering, evaluation, contracting and implementation of the contract.

3.3 The Tenderer/Service Provider/Contractor will not collude with other parties interested in the contract to preclude a competitive Tender price, impair the transparency, fairness and progress of the tendering process, Tender evaluation, contracting and implementation of the contract. The Tenderer / Service Provider further commits itself to delivering against all agreed upon conditions as stipulated within the contract.

3.4 The Tenderer/Service Provider/Contractor will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Tenderers/Service Providers/Contractors. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the tendering process.

3.5 The Tenderer/Service Provider/Contractor will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country.

Furthermore, the Tenderer/Service Provider/Contractor will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- 3.6 A Tenderer/Service Provider/Contractor of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or tendering process. Similarly, the Tenderer / Service Provider / Contractor of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or tendering process.
- 3.7 The Tenderer/Service Provider/Contractor will not misrepresent facts or furnish false or forged documents or information in order to influence the tendering process to the advantage of the Tenderer/Service Provider/Contractor or detriment of Transnet or other competitors.
- 3.8 Transnet may require the Tenderer/Service Provider/Contractor to furnish Transnet with a copy of its code of conduct. Such code of conduct must address the compliance programme for the implementation of the code of conduct and reject the use of bribes and other dishonest and unethical conduct.
- 3.9 The Tenderer/Service Provider/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 3.10 The Tenderer/Service Provider/Contractor confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human Rights, Labour, Anti-Corruption and the Environment when undertaking business with Transnet as follows:
  - a) Human Rights
    - Principle 1: Businesses should support and respect the protection of internationally proclaimed human rights; and
    - Principle 2: make sure that they are not complicit in human rights abuses.
  - b) Labour
    - Principle 3: Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;

- Principle 4: the elimination of all forms of forced and compulsory labour;
- Principle 5: the effective abolition of child labour; and
- Principle 6: the elimination of discrimination in respect of employment and occupation.

c) Environment

- Principle 7: Businesses should support a precautionary approach to environmental challenges;
- Principle 8: undertake initiatives to promote greater environmental responsibility; and
- Principle 9: encourage the development and diffusion of environmentally friendly technologies.

d) Anti-Corruption

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

#### **4 INDEPENDENT TENDERING**

- 4.1 For the purposes of that Certificate in relation to any submitted Tender, the Tenderer declares to fully understand that the word "competitor" shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:
- a) has been requested to submit a Tender in response to this Tender invitation;
  - b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
  - c) provides the same Goods and Services as the Tenderer and/or is in the same line of business as the Tenderer.
- 4.2 The Tenderer has arrived at his submitted Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium will not be construed as collusive tendering.
- 4.3 In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- a) prices;
  - b) geographical area where Goods or Services will be rendered [market allocation];
  - c) methods, factors or formulas used to calculate prices;
  - d) the intention or decision to submit or not to submit, a Tender;
  - e) the submission of a Tender which does not meet the specifications and conditions of the RFP; or
  - f) tendering with the intention of not winning the Tender.
- 4.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Goods or Services to which his/her tender relates.
- 4.5 The terms of the Tender as submitted have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.
- 4.6 Tenderers are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Tenders and contracts, Tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [**NPA**] for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.
- 4.7 Should the Tenderer find any terms or conditions stipulated in any of the relevant documents quoted in the Tender unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Tender. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be.

## **5 DISQUALIFICATION FROM TENDERING PROCESS**

- 5.1 If the Tenderer/Service Provider/Contractor has committed a transgression through a violation of section 3 of this Integrity Pact or in any other form such

as to put its reliability or credibility as a Tenderer/Service Provider/Contractor into question, Transnet may reject the Tenderer's / Service Provider's / Contractor's application from the registration or tendering process and remove the Tenderer/Service Provider/Contractor from its database, if already registered.

- 5.2 If the Tenderer/Service Provider/Contractor has committed a transgression through a violation of section 3, or any material violation, such as to put its reliability or credibility into question. Transnet may after following due procedures and at its own discretion also exclude the Tenderer/Service Provider /Contractor from future tendering processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, which will include amongst others the number of transgressions, the position of the transgressors within the company hierarchy of the Tenderer/Service Provider/Contractor and the amount of the damage. The exclusion will be imposed for up to a maximum of 10 (ten) years. However, Transnet reserves the right to impose a longer period of exclusion, depending on the gravity of the misconduct.
- 5.3 If the Tenderer/Service Provider/Contractor can prove that it has restored the damage caused by it and has installed a suitable corruption prevention system, or taken other remedial measures as the circumstances of the case may require, Transnet may at its own discretion revoke the exclusion or suspend the imposed penalty.

## **6 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)**

- 6.1 The process of restriction is used to exclude a company/person from conducting future business with Transnet and other organs of state for a specified period. No Tender shall be awarded to a Tenderer whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. Transnet reserves the right to withdraw an award, or cancel a contract concluded with a Tenderer should it be established, at any time, that a tenderer has been restricted with National Treasury by another government institution.
- 6.2 All the stipulations on Transnet's restriction process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual (CPM included) are included herein by way of reference. Below follows a condensed summary of this restriction procedure.

- 6.3 On completion of the restriction procedure, Transnet will submit the restricted entity's details (including the identity number of the individuals and registration number of the entity) to National Treasury for placement on National Treasury's Database of Restricted Suppliers for the specified period of exclusion. National Treasury will make the final decision on whether to restrict an entity from doing business with any organ of state for a period not exceeding 10 years and place the entity concerned on the Database of Restricted Suppliers published on its official website.
- 6.4 The decision to restrict is based on one of the grounds for restriction. The standard of proof to commence the restriction process is whether a "*prima facie*" (i.e. on the face of it) case has been established.
- 6.5 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to restricting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.
- 6.6 A Service Provider or Contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.
- 6.7 Grounds for blacklisting include: If any person/Enterprise which has submitted a Tender, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Tender or contract:
- a) Has, in bad faith, withdrawn such Tender after the advertised closing date and time for the receipt of Tenders;
  - b) has, after being notified of the acceptance of his Tender, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the Tender documents;
  - c) has carried out any contract resulting from such Tender in an unsatisfactory manner or has breached any condition of the contract;
  - d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;
  - e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;

- f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:
  - (i) he made the statement in good faith honestly believing it to be correct; and
  - (ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;
- g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
- h) has litigated against Transnet in bad faith.

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

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

## **7 PREVIOUS TRANSGRESSIONS**

7.1 The Tenderer/Service Provider/Contractor hereby declares that no previous transgressions resulting in a serious breach of any law, including but not limited to, corruption, fraud, theft, extortion and contraventions of the Competition Act 89 of 1998, which occurred in the last 5 (five) years with any other public sector undertaking, government department or private sector company that could justify its exclusion from its registration on the Tenderer's/Service Provider's/Contractor's database or any tendering process.

7.2 If it is found to be that the Tenderer/Service Provider/Contractor made an incorrect statement on this subject, the Tenderer/Service Provider/Contractor can be rejected from the registration process or removed from the Tenderer/

Service Provider/Contractor database, if already registered, for such reason (refer to the Breach of Law Returnable Form contained in the document.)

## **8 SANCTIONS FOR VIOLATIONS**

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

## **9 CONFLICTS OF INTEREST**

- 9.1 A conflict of interest includes, inter alia, a situation in which:
- a) A Transnet employee has a personal financial interest in a tendering / supplying entity; and
  - b) A Transnet employee has private interests or personal considerations or has an affiliation or a relationship which affects, or may affect, or may be perceived to affect his / her judgment in action in the best interest of Transnet or could affect the employee's motivations for acting in a particular manner, or which could result in, or be perceived as favouritism or nepotism.
- 9.2 A Transnet employee uses his / her position, or privileges or information obtained while acting in the capacity as an employee for:
- a) Private gain or advancement; or
  - b) The expectation of private gain, or advancement, or any other advantage accruing to the employee must be declared in a prescribed form.

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

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

## 10 DISPUTE RESOLUTION

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

## 11 GENERAL

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

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

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

Signature .....

Date .....

## T2.2-11 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.

Transnet Port Terminals

Contract Number: ICLM DB 840/TPT

Description of Services: Geotechnical Investigation Services at the Port of Durban (Point Auto Terminal)

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### ***Conflicts of Interest***

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

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

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

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

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

Signed this on day \_\_\_\_\_ at \_\_\_\_\_

\_\_\_\_\_

Signature

## T2.2-12: Insurance provided by the *Contractor*

The Service Provider must provide 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 *Service Provider* is still to provide. Notwithstanding this information all costs related to insurance are deemed included in the tenderer's rates and prices.

| Insurance against                                                                                                                                                                                                       | Name of Insurance Company | Cover | Premium |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|-------|---------|
| Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract                                                     |                           |       |         |
| Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R5 000 000/R10 000 000. |                           |       |         |
| Insurance in respect of loss of or damage to own property and equipment.                                                                                                                                                |                           |       |         |
| (Other)                                                                                                                                                                                                                 |                           |       |         |

## **T2.2-13 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 possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations.
- 2.12. In signing this addendum that is in terms of the POPIA, the Operator hereby agrees that it has adequate measures in place to provide protection of the personal information and the information of a third party given to it by Transnet in line with the 8 conditions of the POPIA and that it will provide to Transnet satisfactory evidence of these measures whenever called upon to do so by Transnet.

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

|     |  |
|-----|--|
| YES |  |
|-----|--|

|    |  |
|----|--|
| NO |  |
|----|--|

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

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

### **3. SOLE AGREEMENT**

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

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2024

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

.....

(Operator)

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

#### **AS WITNESSES:**

1. Name: \_\_\_\_\_ Signature: \_\_\_\_\_

2. Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Description of Services: Geotechnical Investigation Services at the Port of Durban (Point Auto Terminal)

## **T2.2-14: 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:  |  |                       |
| On (date) |  | <b>Starting time:</b> |

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

Name

Signature

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

Date