

**Transnet Property**

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

**REQUEST FOR PROPOSAL (RFP)**

**FOR THE DESIGN AND BUILD OF A MULTI-STOREY PARKADE FOR THE 96 RISSIK STREET BUILDING**

<b>RFP NUMBER</b>	<b>: TP/2023/11/0003/49046/RFP</b>
<b>ISSUE DATE</b>	<b>: 03 MAY 2024</b>
<b>COMPULSORY BRIEFING</b>	<b>: 10 MAY 2024</b>
<b>CLOSING DATE</b>	<b>: 24 MAY 2024</b>
<b>CLOSING TIME</b>	<b>: 12H00 PM</b>
<b>TENDER VALIDITY PERIOD</b>	<b>: 12 weeks from closing date</b>

---

## Contents

### Number    Heading

## The Tender

### Part T1: Tendering Procedures

- T1.1        Tender Notice and Invitation to Tender
- T1.2        Tender Data

### Part T2: Returnable Documents

- T2.1        List of Returnable Document
- T2.2        Returnable Schedules

## The Contract

### Part C1: Agreements and Contract Data

- C1.1        Form of Offer and Acceptance
- C1.2        Contract Data (Parts 1 & 2)
- C1.3        Form of Guarantee

### Part C2: Pricing Data

- C2.1        Pricing Instructions
- C2.2        Activity Schedule

### Part C3: Scope of Work

- C3.1        Works Information

### Part C4: Site Information

- C4.1        Site Information



## T1.1 TENDER NOTICE AND INVITATION TO TENDER

### SECTION 1: NOTICE TO TENDERERS

#### 1. INVITATION TO TENDER

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

<b>DESCRIPTION</b>	<b>FOR THE DESIGN AND BUILD OF A MULTI-STOREY PARKADE FOR THE 96 RISSIK STREET BUILDING</b>
<b>TENDER DOWNLOADING</b>	<b>This Tender may be downloaded directly from the National Treasury eTender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> and the Transnet website at <a href="https://transnetetenders.azurewebsites.net">https://transnetetenders.azurewebsites.net</a> (please use <b>Google Chrome to access Transnet link</b>) <b>FREE OF CHARGE.</b></b>

<b>COMPULSORY TENDER CLARIFICATION MEETING</b>	<p>A Compulsory Tender Clarification Meeting will be conducted at 29<sup>TH</sup> Floor Carlton Centre, Strelitzia Boardroom, 150 Commissioner Street, Johannesburg <b>on 10 May 2024, at 10:00am [10 O'clock]</b> for a period of ± 2 (two) hours. [Tenderers to provide own transportation and accommodation]. The Compulsory Tender Clarification Meeting will start punctually and information will not be repeated for the benefit of Tenderers arriving late.</p> <p><b>A Site visit/walk will take place, tenderers are to note:</b></p> <ul style="list-style-type: none"> <li>• Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats.</li> <li>• Tenderers without the recommended PPE will not be allowed on the site walk.</li> <li>• Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyser testing.</li> <li>• All forms of firearms are prohibited on Transnet properties and premises.</li> <li>• The relevant persons attending the meeting must ensure that their identity documents, passports or drivers licences are on them for inspection at the access control gates.</li> </ul> <p>Certificate of Attendance in the form set out in the <b>Returnable Schedule T2.2-01</b> hereto must be completed and submitted with your Tender as proof of attendance is required for a <b>compulsory</b> site meeting and/or tender briefing.</p> <p><b>Tenderers are required to bring this Returnable Schedule T2.2-01 to the Compulsory Tender Clarification Meeting to be signed by the Employer's Representative. Tenderers failing to attend the compulsory tender briefing will be disqualified.</b></p>
<b>CLOSING DATE</b>	<b>12:00pm on 24 May 2024</b>



	Tenderers must ensure that tenders are uploaded timeously onto the system. <b>If a tender is late, it will not be accepted for consideration.</b>
--	---

## 2. TENDER SUBMISSION

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

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

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

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

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

c) Submissions must not contain documents relating to any Tender other than that shown on the submission.

## 3. CONFIDENTIALITY

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

#### 4. DISCLAIMERS

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

- 4.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.
  - 4.2. Not necessarily accept the lowest priced tender or an alternative Tender;
  - 4.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;
  - 4.4. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract;
  - 4.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;
  - 4.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;
  - 4.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;
  - 4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);
  - 4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.
  - 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.
  - 4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable [clause 12 on T2.2-19], [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.
  - 4.12. Transnet reserves the right to perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer:
    - *unduly high or unduly low tendered rates or amounts in the tender offer;*
    - *contract data of contract provided by the tenderer; or*
    - *the contents of the tender returnables which are to be included in the contract.*
5. Transnet will not reimburse any Tenderer for any preparatory costs or other work performed in connection with this Tender, whether or not the Tenderer is awarded a contract.

#### 6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

Tenderer are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. The CSD can be accessed at



<https://secure.csd.gov.za/>. Tenderer are required to provide the following to Transnet in order to enable it to verify information on the CSD:  
Supplier Number..... and Unique registration reference number.....(**Tender Data**)

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



## T1.2 TENDER DATA

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

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

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

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

Clause	Data
C.1.1	The <i>Employer</i> is <b>Transnet SOC Ltd (Reg No. 1990/000900/30)</b>
C.1.2	The tender documents issued by the <i>Employer</i> comprise: <b>Part T: The Tender</b> Part T1: Tendering procedures Part T2 : Returnable documents <b>Part C: The contract</b> Part C1: Agreements and contract data Part C2: Pricing data Part C3: Scope of work Part C4: Site information
	T1.1 Tender notice and invitation to tender T1.2 Tender data T2.1 List of returnable documents T2.2 Returnable schedules C1.1 Form of offer and acceptance C1.2 Contract data (Part 1 & 2) C1.3 Form of Securities C2.1 Pricing instructions C2.2 Activity Schedule C3.1 Works Information C4.1 Site information
C.1.4	The Employer's agent is: Tactical Sourcing Manager



---

Name:	Nkululeko Sibiya
Address:	150 Commissioner Street Johannesburg 2000
E – mail	Nkululeko.Sibiya@transnet.net

---

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

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

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

**2. Stage Two - Eligibility in terms of the Construction Industry Development Board:**

a) Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, designation of **8CE or higher** class of construction work, are eligible to have their tenders evaluated.

b) Joint Venture (JV)

Joint ventures are eligible to submit tenders subject to the following:

1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation of not lower than one level below the required class of construction works under consideration and possesses the required recognition status; and
3. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a **8CE** or higher class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations. The tenderer shall provide a certified copy of its signed joint venture agreement

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

**3. Stage Three – Eligibility with regards to Professional Registration**

Only those tenderers who their key role resources as listed below are professionally registered with the relevant regulatory bodies are eligible to have their tenders evaluated:



- a) Submit a valid copy of professional registration for the Project Manager as **Professional Construction Project Manager (PrCPM)** with the **South African Council for the Project and Construction Management Professions (SACPCMP)**;
- b) Submit copy of professional registration of the **Architect** with the **South African Council for Architectural Profession**;
- c) Submit a valid copy of the **Engineers** professional registration with the **Engineering Council of South Africa** as a Professional Engineer (Civil or Structural);
- d) Submit a valid copy of the **Quantity Surveyors** professional registration as a Professional Quantity Surveyor with the **South African Council for Quantity Surveying Profession**;
- e) Submit a valid copy of the **Construction Health and Safety Agent's** professional registration as a Professional Construction Health and Safety Agent with the **South African Council for the Project and Construction Management Professions**.

#### 4. Stage Four - Functionality:

Only those tenderers who obtain the minimum qualifying score for functionality will be evaluated further in terms of price and the applicable preference point system. The minimum qualifying for score for functionality is **70 points**.

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

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

---

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

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

---

C.2.12 No alternative tender offers will be considered.

---

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

---

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

Identification details:

- The tender documents must be uploaded with:
  - Name of Tenderer: **(insert company name)**
  - Contact person and details: **(insert details)**
  - The Tender Number;
  - The Tender Description

---

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

---

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

---

C.2.15 The closing time for submission of tender offers is:  
Time: **12:00 PM** on the **24 May 2024**  
Location: The Transnet e-Tender Submission Portal:  
(<https://transnetetenders.azurewebsites.net>);

**NO LATE TENDERS WILL BE ACCEPTED**

---

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

---

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

1. A valid Tax Clearance Certificate issued by the South African Revenue Services.  
**Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status.**
2. A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a **sworn affidavit** confirming annual turnover and level of black ownership, in line with the code of good practice, together with the tender;
3. A valid CIDB certificate in the correct designated grading;
4. Proof of registration on the Central Supplier Database;
5. Letter of Good Standing with the Workmen's compensation fund by the tendering entity or separate Letters of Good Standing from all members of a newly constituted JV.

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

---

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

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

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

**Functionality Criteria**

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

Pre-qualifying Quality criteria	Sub-Criteria	Sub-Criteria Point Allocation
<p><b>T2.2-01 Company's Previous Experience on High Rise Concrete Structured Building Development Projects</b></p> <p>(Proof of experience attached in the form of Reference letter or Appointment letter (Letter of award) with completion certificates, in client letter head indicating at minimum the client contact details, project title and description of works.)</p>	No proof of previous experience provided	0
	Bidder has successfully completed 3 similar projects ( inclusive of the design and construction of an existing building).	5
	Bidder has successfully completed > 3, <= 5 similar projects (inclusive of the design and construction of an existing building).	10
	Bidder has successfully completed >5, <=8 similar projects (inclusive of the design and construction of an existing building).	15
	Bidder has successfully completed >8 similar projects ( inclusive of the design and construction of an existing building).	20
<p><b>T2.2-02 Experience and CV's of Key Personnel</b></p> <p>(Provide comprehensive CV's), Copies of qualifications and proof of experience are required for all key personnel, points will be allocated for civil projects.</p>	<p><b>1. Project Manager (Post Registration as PrCPM with SACPCMP)</b></p>	
	No submission	0
	Has 3 years' or less experience in design and build projects	1
	Has >3, <=5 years' experience in design and build projects	2
	Has >5, <=7 years' experience in design and build projects	3
	Has >7, <=10 years' experience in design and build projects	4
	Has >10, years' experience in design and build projects	5
	<p><b>2. Architect (Post Registration as PrArch with SACAP)</b></p>	
	No submission	0
	Has 3 years' or less experience in design and build projects	1



Has >3, <=5 years' experience in design and build projects	2
Has >5, <=7 years' experience in design and build projects	3
Has >7, <=10 years' experience in design and build projects	4
Has >10, years' experience in design and build projects	5
<b>3. Lead Civil/Structural Engineer (Post Registration as PrEng with ECSA)</b>	
No submission	0
Has 3 years' or less experience in design and build projects	1
Has >3, <=5 years' experience in design and build projects	2
Has >5, <=7 years' experience in design and build projects	3
Has >7, <=10 years' experience in design and build projects	4
Has >10, years' experience in design and build projects	5
<b>4. Quantity Surveyor (Post Registration as PrQS with SACQSP)</b>	
No submission	0
Has 3 years' or less experience in design and build projects	1
Has >3, <=5 years' experience in design and build projects	2
Has >5, <=7 years' experience in design and build projects	3
Has >7, <=10 years' experience in design and build projects	4
Has >10, years' experience in design and build projects	5
<b>5. Health and Safety Agent (Post Registration as PrCHSA with SACPCMP)</b>	
No submission	0
Has 3 years' or less experience in design and build projects	1



	Has >3, <=5 years' experience in design and build projects	2	
	Has >5, <=7 years' experience in design and build projects	3	
	Has >7, <=10 years' experience in design and build projects	4	
	Has >10, years' experience in design and build projects	5	
	<b>Town Planner (Post Registration as Professional Planner with SACPLAN)</b>		
	No submission	0	
	Has 3 years' or less experience in design and build projects	1	
	Has >3, <=5 years' experience in design and build projects	2	
	Has >5, <=7 years' experience in design and build projects	3	
	Has >7, <=10 years' experience in design and build projects	4	
	Has >10, years' experience in design and build projects	5	
<b>T2.2-03 Construction Programme</b>  The bidder must provide a detailed Level 4 construction programme in Microsoft Office (MS) Project format (2016 or later version)	No Submission	0	
	Incomplete schedule, not stating a clear timeline nor practical and realistic, therefore, does not satisfy project objectives or Employer's requirements. Programme not submitted in MS Projects format	2	
	Project programme does not satisfy the stipulated criteria with no supportive information. Project schedule is partially complete and detailed, breakdown of activities are inconsistent and/or insufficient. Programme submitted in MS project or Primavera.	4	
	Project Programme partially meets the stipulated criteria with sparse supportive information. However, the schedule is complete and major activities are broken into days, weeks and months. Programme submitted in MS Project or Primavera including float or resource loading as per Contract.	6	



TRANSNET PROPERTY  
 TENDER NUMBER: TP/2023/11/0003/49046/RFP  
 DESCRIPTION OF THE WORKS: DESIGN AND BUILD OF A MULTI-STOREY PARKADE FOR THE 96 RISSIK STREET BUILDING

	Project programme meets expectations, showing important issues with supportive information and clear deliverables/activities. The schedule is complete and detailed with all activities broken down into days, weeks, weekends, public holidays, months and builder breaks clearly marked as non-working days. Programme submitted in MS projects or Primavera including float and resource loading, no basis of schedule.	8	
	Project programme exceeds expectations, showing important issues with supportive information, clear deliverables and detailed major milestones. All activities are detailed into days, weeks, weekends, public holidays, months and builder breaks as non-working days from start to finish including time risk allowances. Programme submitted in MS Project or Primavera including float and resource loading and basis of schedule to substantiate the linking of activities. (Bidders to note that should they be provided preferred bidder status, Transnet will manage bidder based on these reduced timelines)	10	
<b>T2.2-04 Quality Plan</b>  The tenderer is to complete the contract as per the Quality Management Standard and should include the following but is not limited to: <ul style="list-style-type: none"> <li>• Project Quality Plan (PQP)</li> <li>• Valid ISO 90001 certificate</li> <li>• List of procedures and method statement</li> <li>• Signed Quality Policy</li> </ul>	No submission	0	10
	PQP does not contain project specifications, ISO 9001 certificate invalid. List of procedures and method statement not project specific. 1 of 5 key policy requirements are met. QCP and quality data book index not project specific	2	
	PQP, QPC, List of procedures, Method statement, Quality Data Book Index are project specific but inadequate to cover project scope. ISO 9001 certificate invalid. 2 of 5 key policy requirements are recognised and meet employer's requirements.	4	



<ul style="list-style-type: none"> <li>• Signed Quality Control Plan (QCP)</li> <li>• Project Specific Quality Data Book Index</li> </ul> <p>Key Elements:</p> <ul style="list-style-type: none"> <li>▪ Quality Policy</li> <li>▪ Quality Manual</li> </ul>	<p>PQP, list of procedures, QCPs and Data Book Index show adequate understanding of project quality requirements. ISO certificate expired. 3 of the 5 key policy requirements are recognised and meet employers requirements.</p>	6	
	<p>PQP, list of procedures, QCPs and Data Book Index shows above average understanding of the project quality requirements. ISO certificate is valid. 4 of the 5 key policy requirements are recognised and meet the employer's requirements.</p>	8	
	<p>PQP, list of procedures, QCPs and Data Book Index cover and exceed the project's quality requirements. The ISO 9001 certificate is valid. 5 of the 5 key policy requirements are recognised and meet the employer's requirements.</p>	10	
<p><b>T2.2-05 Risk Assessment that is Specific to the Works</b></p> <p>Key elements of a Risk Assessment (RA)  Tasks Identification, Hazards, Risks Identification, Risk Rating, Control Measures/Treatment, Risk Rating, residual risk and treatment</p>	<p>The tenderer has submitted no information to determine a score (i.e. No Risk assessment provided).</p>	0	10
	<p>The tenderer has submitted risk assessment, encompassing Three (3) elements with adequate detail and is relevant to the scope.</p>	2	
	<p>The tenderer has submitted risk assessment, encompassing four (4) elements with adequate detail and is relevant to the scope.</p>	4	
	<p>The tenderer has submitted risk assessment, encompassing five (5) elements with specific risk relevant to the scope</p>	6	
	<p>The tenderer has submitted risk assessment, encompassing six (6) elements with specific risk relevant to the scope.</p>	8	
	<p>The tenderer has submitted a risk assessment, encompassing all the key seven (7) elements with specific risk relevant to the scope.</p>	10	
<p><b>T2.2-06</b></p>	<p>Method statement not submitted</p>	0	20

<b>Method Statement</b>  Submit detailed project methodology. Key Elements of the method statement must include:  1. Health and safety Plan (including PPE) 2. Project Initiation 3. Planning 4. Execution of the Works 5. Close-out 6. Quality control, 7. Quality assurance 8. Applicable Standards and regulations 9. Compliance to project schedules 10. SMME approach plan	Method statement only covers $\geq 1 < 4$ of the key elements on how the bidder plans to execute the project	5	
	Method statement covers $\geq 4 < 7$ of the key elements on how the bidder plans to execute the project	10	
	Method statement covers $\geq 7 < 10$ of the key elements on how the bidder plans to execute the project with sufficient detail.	15	
	Method statement covers all and more key elements on how the bidder plans to execute the project in detail.	20	
<b>Total Weighting</b>		<b>100</b>	<b>100</b>
<b>Minimum Technical Threshold</b>		<b>70</b>	

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

- T2.2-04 Company's Previous Experience
- T2.2-05 Management & CVs of Key Persons
- T2.2-06 Construction Programme
- T2.2-07 Quality Plan
- T2.2-08 Risk Assessment
- T2.2-09 Method Statement

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

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

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





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

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

and/or

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

Thresholds	Minimum Threshold
Technical / Functionality	70 Points

Evaluation Criteria	Final Weighted Scores
Price and Total Cost of Ownership	90
Specific goals – Scorecard BBBEE Level of Contribution [Level 1-2] – <b>(4 Points)</b> ;  Subcontracting a minimum of 30% to <b>(4 Points)</b> : <ul style="list-style-type: none"> <li>• EMEs and/or QSEs that are 51% owned by black people, youth, women and/or people living with disability.</li> <li>• Companies owned by Historically Disadvantaged Individuals (HDI)</li> <li>• Companies with Level 1 or Level 2 B-BBEE ratings;</li> </ul> >50% Black Youth Owned Entities – <b>(2 Points)</b>	10
<b>TOTAL SCORE:</b>	<b>100</b>

Up to 100 minus  $W_1$  tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed. **Should the evidence required for any of the Specific Goals applicable in this tender not be provided, a tenderer will score zero preference points for that particular "Specific Goal".**

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

Selected Specific Goal	Number of points allocated (90/10)
B-BBEE Level of contributor (1 or 2)	4
Subcontracting a minimum of 30% to:	4



TRANSNET PROPERTY  
 TENDER NUMBER: TP/2023/11/0003/49046/RFP  
 DESCRIPTION OF THE WORKS: DESIGN AND BUILD OF A MULTI-STOREY PARKADE FOR THE 96 RISSIK STREET BUILDING

<ul style="list-style-type: none"> <li>EMEs and/or QSEs that are 51% owned by black people, youth, women and/or people living with disability;</li> <li>Companies owned by Historically Disadvantaged Individuals (HDI);</li> <li>Companies with Level 1 or Level 2 B-BBEE ratings;</li> </ul>	
+50% Black Youth Owned Entities	2
Non-Compliant and/or B-BBEE Level 3-8 contributors	0

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

Specific Goals	Acceptable Evidence
B-BBEE	B-BBEE Certificate / Sworn-Affidavit B-BBEE Certificate (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines
50% Black Youth Owned Entities	Certified copy of ID Documents of the Owners and B-BBEE Certificate / Affidavit (in case of JV, a consolidate scorecard will be accept)
Subcontracting a minimum of 30% to: <ul style="list-style-type: none"> <li>EMEs and/or QSEs that are 51% owned by black people, youth, women and/or people living with disability;</li> <li>Companies owned by Historically Disadvantaged Individuals (HDI); and</li> <li>Companies with Level 1 or Level 2 B-BBEE ratings.</li> </ul>	Sub-contracting agreements and Declaration / Joint Venture Agreement. Certified copy of ID Documents of the Owners and B-BBEE Certificate / Affidavit (in case of JV, a consolidate scorecard will be accept) of the sub-contracted entities.

The maximum points for this bid are allocated as follows:

DISCRIPTION	POINTS
PRICE	90
SPECIFIC GOALS BBBEE Level of Contribution [Level 1-2] – <b>(4 Points)</b> ;  Subcontracting a minimum of 30% to <b>(4 Points)</b> : <ul style="list-style-type: none"> <li>EMEs and/or QSEs that are 51% owned by black people, youth, women and/or people living with disability.</li> <li>Companies owned by Historically Disadvantaged Individuals (HDI)</li> <li>Companies with Level 1 or Level 2 B-BBEE ratings;</li> </ul> >50% Black Youth Owned Entities – <b>(2 Points)</b>	10
Total points for Price and Specific Goals must not exceed	100

---

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

---

C.3.13 Tender offers will only be accepted if:

1. The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
2. the tenderer does not appear on Transnet's list for restricted tenderers and National Treasury's list of Tender Defaulters;
3. the tenderer has fully and properly completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state.
4. Transnet reserves the right to award the tender to the tenderer who scores the highest number of points overall, unless there are **objective criteria** which will justify the award of the tender to another tenderer. Objective criteria include but are not limited to the outcome of a due diligence exercise to be conducted. The due diligence exercise may take the following factors into account inter alia; the tenderer:
  - a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
  - b) is not undergoing a process of being restricted by Transnet or other state institution that Transnet may be aware of,
  - c) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
  - d) has the legal capacity to enter into the contract,
  - e) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
  - f) complies with the legal requirements, if any, stated in the tender data and
  - g) is able, in the option of the employer to perform the contract free of conflicts of interest.

---

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

---

---

## T2.1 List of Returnable Documents

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

- T2.2-01 Stage One as per CIDB: Eligibility Criteria Schedule - Certificate of attendance at Compulsory Tender Clarification Meeting
- T2.2-02 Stage One as per CIDB: Eligibility Criteria Schedule – CIDB Registration
- T2.2-03 Stage Three: Eligibility with regards to Professional Registration

### 2.1.2 Stage Four as per CIDB: These schedules will be utilised for Technical Functionality Evaluation purposes:

- T2.2-04 Evaluation Schedule: Company's Previous Experience
- T2.2-05 Evaluation Schedule: Management & CV's of Key Persons
- T2.2-06 Evaluation Schedule: Construction Programme
- T2.2-07 Evaluation Schedule: Quality Plan
- T2.2-08 Evaluation Schedule: Risk Assessment
- T2.2-09 Evaluation Schedule: Method Statement

### 2.1.3 Returnable Schedules:

#### General:

- T2.2-10 Authority to submit tender
- T2.2-11 Record of addenda to tender documents
- T2.2-12 Letter of Good Standing
- T2.2-13 Risk Elements
- T2.2-14 Availability of equipment and other resources
- T2.2-15 Schedule of proposed Subcontractors

#### Agreement and Commitment by Tenderer:

- T2.2-16: CIDB SFU ANNEX G Compulsory Enterprise Questionnaire
- T2.2-17 Non-Disclosure Agreement
- T2.2-18 RFP Declaration Form
- T2.2-19 RFP – Breach of Law
- T2.2-20 Certificate of Acquaintance with Tender Document
- T2.2-21 Service Provider Integrity Pact
- T2.2-22 Supplier Code of Conduct
- T2.2-23 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")
- T2.2-24 Domestic Prominent Influential Persons (DRIP) or Foreign Prominent Public Officials (FPPO)
- T2.2-25 Site Establishment Requirements

### 2.1.4 Bonds/Guarantees/Financial/Insurance:

- T2.2-26 Insurance provided by the Contractor
- T2.2-27 Form of Intent to provide a Performance Guarantee
- T2.2-28 Forecast Rate of Invoicing
- T2.2-29 Three (3) years audited financial statements

## 2.2 C1.1 Form of Offer & Acceptance

## 2.3 C1.2 Contract Data [Part 1 and Part 2 (Data by Contractor)]

## 2.4 C1.3 Forms of Securities



**2.5 C2.1 Pricing Instructions**

**2.6 C2.2 Activity Schedule**

**2.7 C3.1 Scope of Work**

**3. C4 Site Information**



## T2.2-01: Eligibility Criteria Schedule:

### Certificate of Attendance at Tender Clarification Meeting

This is to certify that

(Company Name)

Represented  
by:

(Name and  
Surname)

Was represented at the compulsory tender clarification meeting

Held at:		
On (date)		Starting time:

#### Particulars of person(s) attending the meeting:

Name

Signature

Capacity

#### Attendance of the above company at the meeting was confirmed:

Name

Signature

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

Date

## T2.2-02: Eligibility Criteria Schedule - CIDB Grading Designation

### Note to tenderers:

Tenderers are to indicate their CIDB Grading by filling in the table below. **Attach a copy of the CIDB Grading Designation or evidence of being capable of being so registered.**

CRS Number	Status	Grading	Expiry Date

1. Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a **8CE** class of construction work, are eligible to have their tenders evaluated.

### 2. Joint Venture (JV)

Joint ventures are eligible to submit tenders subject to the following:

- 2.1 every member of the joint venture is registered with the CIDB;
- 2.2 the lead partner has a contractor grading designation of not lower than one level one level below the required grading designation in the class of construction works under consideration and possesses the required recognition status; and
- 2.3 the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a **8CE** class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations
- 2.4 the Contractor shall provide the employer with a certified copy of its signed joint venture agreement;
- 2.5 and in the event that the joint venture is an 'Incorporated Joint Venture' the Memorandum of Incorporation to be provided within 4 (four) weeks of the Contract Date.

**T2.2-03 Eligibility in terms of Professional Registration:**

**(a) Project Manager's proof of registration as a Professional Construction Project Manager (PrCPM) with the South African Council for the Project and Construction Management Professions (SACPCMP)**

NAME OF COMPANY:

---

I/We 

---

In our capacity as:

---

do hereby certify that (Name)

---

**is a professionally registered member of the following body**

**Note: Tenderers without a certified copy of a valid certificate to prove the professional registration will be disqualified.**



## **T2.2-03 Eligibility in terms of Professional Registration:**

### **(b) Architects proof of registration with the South African Council for Architectural Profession**

NAME OF COMPANY:

---

I/We \_\_\_\_\_

In our capacity as:

---

do hereby certify that (Name)

---

**is a professionally registered member of the following body**

**Note: Tenderers without a certified copy of a valid certificate to prove the professional registration will be disqualified.**

## **T2.2-03 Eligibility in terms of Professional Registration:**

- (c) **Engineers proof of registration with the Engineering Council of South Africa as a Professional Civil or Structural Engineer**

NAME OF COMPANY:

---

I/We \_\_\_\_\_

In our capacity as:

---

do hereby certify that (Name)

---

**is a professionally registered member of the following body**

**Note: Tenderers without a certified copy of a valid certificate to prove the professional registration will be disqualified.**

**T2.2-03 Eligibility in terms of Professional Registration:**

- (d) **Quantity Surveyors proof of registration as a Professional Quantity Surveyor with the South African Council for Quantity Surveying Profession**

NAME OF COMPANY:

---

I/We \_\_\_\_\_

In our capacity as:

---

do hereby certify that (Name)

---

**is a professionally registered member of the following body**

**Note: Tenderers without a certified copy of a valid certificate to prove the professional registration will be disqualified.**

## **T2.2-03 Eligibility in terms of Professional Registration:**

- (e) **Construction Health and Safety Agent's proof of registration as a Professional Construction Health and Safety Agent with the South African Council for the Project and Construction Management Professions**

NAME OF COMPANY:

---

I/We \_\_\_\_\_

In our capacity as:

---

do hereby certify that (Name)

---

**is a professionally registered member of the following body**

**Note: Tenderers without a certified copy of a valid certificate to prove the professional registration will be disqualified.**

## **T2.2-04: Evaluation Schedule: Previous Experience**

### **Note to tenderers:**

Tenderers are required to demonstrate performance in comparable projects of similar nature (i.e. high-rise concrete structured buildings) by supplying the following:

- A list of past / current comparable projects.
- Construction of similar works as detailed in the Works Information with reference to:
  - Design and building of Multi-Storey Parkade
  - General Building and Civil Works
- Proof of experience in the client letter head in the form of award letters, completion certificates and reference letters to substantiate experience indicated. Proof should include Client name and contact details, project description, duration and contract value.

### **Index of documentation attached to this schedule:**

	<b>DOCUMENT NAME</b>
<b>1</b>	
<b>2</b>	
<b>3</b>	
<b>4</b>	
<b>5</b>	
<b>6</b>	
<b>7</b>	

<b>Score</b>	<b>Previous Experience</b>
<b>0</b>	The Tenderer failed to submit any proof of previous experience. Has not submitted the required information.
<b>25</b>	The Tenderer's previous experience presented has no relevance to the scope of this project and did not address any of the required categories. Tenderer has completed one (1) to three (3) projects relating to the scope of works. The tenderer has insufficient or poor evidence of previous experience in projects of a similar nature including the design and construction of an existing building.
<b>50</b>	The Tenderer's previous experience presented has some relevance to the project but lacks detail i.e. Description of previous projects, value and references. Tenderer has completed more than three (3) to five (5) projects relating to scope of works. The tenderer lacks convincing evidence of detailed knowledge of previous experience in projects of a similar nature including the design and construction of an existing building.
<b>75</b>	The Tenderer's previous experience presented demonstrates sufficient knowledge and experience to successfully execute this project scope. Tenderers has completed more than five (5) to eight (8) projects relating to the scope of works. The tenderer has sufficient and relevant previous experience in projects of a similar nature including the design and construction of an existing building.
<b>100</b>	The Tenderer's previous experience presented demonstrates a real confidence and extensive understanding in projects of similar requirements and scope of work. Tenderer has completed more than eight (8) projects relating to the scope of works. The tenderer has extensive previous experience in projects of a similar nature including the design and construction of an existing building.

## **T2.2-05: Evaluation Schedule – Experience and CV's of Management and Key Personnel**

The tenderer is to take note that evaluation of this schedule will be referred to T2.2-02 Experience and Curriculum Vitae (CV) of Management and Key Personnel, therefore, information submitted in both schedules should match.

1. The experience of assigned key persons in relation to the scope of work will be evaluated from three different points of view, namely:
  - i. General experience (total duration of construction activity) and positions held of each discipline specific team member.
  - ii. The education, training, and skills of the assigned staff in the specific sector, field, subject, etc. which is directly linked to the scope of work. Proof of education and training must be attached to the C.V.
  - iii. The key staff members' / experts' knowledge of issues which the tenderer considers pertinent to the project e.g., local conditions, affected communities, legislation, techniques etc.
2. Comprehensive CV's for each key personnel should be attached to this schedule. Each CV should address the following, but not limited to:
  - i. Personal particulars
    - a. Name
    - b. Date and place of birth
    - c. Place (s) of tertiary education and dates associated therewith.
    - d. Professional awards
  - ii. Qualifications (degrees, diplomas, certificates, grades of membership of professional societies and professional registrations)
  - iii. Name of current employer and position in enterprise
  - iv. Overview of post graduate experience (year, organization, and position)
  - v. Outline of recent assignments / experience that has a bearing on the scope of work.
3. The primary key personnel and their qualifications required for this tender include the following but not limited (This information should be reflected in their CVs):

### **3.1 Project Manager (x1):**

Project Manager must be professionally registered as PrCPM with SACPCMP and have experience in Civil Works, Designing and building of multi-storey parkade. The incumbent should demonstrate that he/she has developed the necessary competencies and experience working with the NEC3 Engineering and Construction Contract Option chosen for this contract is necessary.

### **3.2 Architect (x1):**

Architect must be registered as a Professional Architect with SACAP with extensive years of experience in the design and building multi-storey parkade or related to the works.

**3.3 Civil/Structural Engineer (x1):**

Registered Professional Civil Engineer with the Engineering Council of South Africa (ECSA) with extensive years of civil experience in design and building multi-storey parkade or similar works.

**3.4 Quantity Surveyor (x1):**

Quantity Surveyor should at least be professionally registered as a Quantity Surveyor with SACQSP, with experience in built environment focusing on design and building multi-storey parkade or similar works.

**3.5 Health & Safety Agent (x1):**

Health and Safety Agent should at least have Minimum National Diploma Safety Management and be registered as a Professional Construction Health and Safety Agent with SACPCMP. He/she should have experience in build environment focusing on design and building multi-storey parkade or similar works.

List of Key Persons assigned to the above disciplines:

No.	Key Persons	Name and Surname	CV attached (Yes/No)
1	Project Manager		
2	Architect		
3	Civil Engineer		
4	Quantity Surveyor		
5	Construction Health and Safety Agent		



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

<b>Score 0</b>	Failed to provide information - no response.
<b>Score 25</b>	Key staff has limited recommended levels of relevant experience and qualifications. Key staff has 5 years' experience or less in build environment focusing on designing and building multi-storey parkade or related to the works.
<b>Score 50</b>	Key staff have acceptable levels of relevant experience and qualifications. Key staff has more than 5 up to 8 years' experience in build environment focusing on designing and building multi-storey parkade installation works or related to the works.
<b>Score 75</b>	Key staff have acceptable levels of relevant experience and qualifications. Key staff has more than 8 years but up to 10 years' experience in build environment focusing on designing and building multi-storey parkade or related to the works.
<b>Score 100</b>	Key staff have acceptable levels of relevant experience and qualifications with more than 10 years' experience in build environment focusing on designing and building multi-storey parkade or related to the works.

<p><b>Index of documentation attached to this schedule:</b></p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>
---

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

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

Tenderer \_\_\_\_\_

## **T2.2-06: Evaluation Schedule: Construction Programme**

### **Note to tenderers:**

The Tenderer provides a hard copy proposed programme and/or makes reference to his proposed programme and attaches it to this schedule along with draft progress tracking sheets and an electronic native version of the programme developed using a scheduling software tool.

The tenderer shall provide the proposed programme detailed to minimum of level 4 showing as a minimum the following: -

- **Ability to provide the services:**

Ability to provide the services in terms of the *Employer's* requirements within the required timeframe indicating, in a logical sequence, the order and timing of the services that will take place in order to Provide the Works clearly indicating the capacity & capability to achieve the dates stated in the Contract Data.

- **Provision of Dates:**

The *Contractor* clearly indicates in the schedule all milestones, activities & information related to the following –

- Float,
- Time Risk Allowances,
- Health and safety requirements,
- Procedures set out in this contract,
- Work by the *Employer* and Others,
- Access to a part of the site if later than its *access date*,
- Acceptances,
- Plant & Materials and other things to be provided by the employer,
- Information by Others,
- *starting date, access dates, Key Dates* and Completion Date
- planned Completion for each Key Date for each option and the complete works

- **Resourcing & Equipment:**

The *Tenderer indicates* for each operation, a statement of how the *Tenderer* plans to do the work identifying the principal Equipment and other resources which he plans to use. Resources & equipment are loaded against activities with their associated rates.



Transnet Property  
 Tender Number: TP/2023/11/0003/49046/RFP  
 Description of the Works: Design and Build a Multi-storey Parkade for the 96 Rissik Street Building

The Tenderer must demonstrate the facility meets the minimum requirement.	<i>The tenderer shall demonstrate the following:</i>						
	No.	No response	Very Poor	Poor	Acceptable Response	Good Response	Excellent Response
		(0)	(20)	(40)	(60)	(80)	(100)
<b>Starting date and completion date are stated, and the schedule does not exceed 12 months.</b>	<b>1</b>	No Response or Starting date and completion date not shown	Starting date and completion date exceeds 18 months (Column not Showing)	Starting date and completion date between 17 and 18 months	Starting date and completion date between 15 and 16 months	Starting date and completion date between 13 and 14 months	Starting date and completion is less than 12 months
<b>Detailed Level 4 Programme with supportive Information on how durations were estimated. Major milestones are all shown and all project</b>	<b>2</b>	No response	Programme is not acceptable as it will not satisfy project objectives or requirements. The Tenderer has misunderstood the scope of services and does not deal with the critical	Does not meet requirements of the stipulated criteria with no supportive information on how the durations were estimated. The sequencing of the key project deliverables is inconsistent and	The requirements partially meet the stipulated criteria with sparse supportive information/details how the durations were estimated however evidence is given that the project requirements, timing and	Meets expectations, showing important issues with supportive information clearly indicating and defining the deliverables, detailed major milestones and the schedule is sufficiently	Exceeds expectations, showing importance issues with supportive information clearly indicating and defining the deliverables, detailed major milestones and the schedule is sufficiently flexible to accommodate changes that may occur. Activities are broken



Transnet Property

Tender Number: TP/2023/11/0003/49046/RFP

Description of the Works: Design and Build a Multi-storey Parkade for the 96 Rissik Street Building

<p><b>requirements, timing and deliverables will be met.</b></p>			<p>aspects of the project (Column not Showing)</p>	<p>illogical interrelationships of activities with an insufficient breakdown of tasks/activities (Show the Column)</p>	<p>deliverables will be met (Show the Column)</p>	<p>flexible to accommodate changes that may occur. Activities are broken down into level 4 detail (Show the Column)</p>	<p>down into level 4 detail (Show the Column)</p>
<p><b>All activities as per level 4 detail to be logically tied using critical path method (CPM).</b></p>	<p><b>3</b></p>	<p>No response or schedule does not link activities using CPM or submission is not level 4 (i.e., Level 1, level 2 or level 3)</p>	<p>The schedule is incomplete and detailed (level 3) with major activities properly linked using CPM (No Critical Path Column) with some open ends in between (Column not Showing)</p>	<p>The schedule is partially complete and detailed (level 4) with major activities properly linked using CPM (No Critical Path Column) with no open ends in between (Show the Column)</p>	<p>The schedule is complete and detailed (level 4) with major activities properly linked using CPM (No Critical Path Column) and no open ends in between (Show the Column)</p>	<p>The schedule is complete and detailed (level 4) with all activities properly linked using CPM (No Critical Path Column) and no open ends in between (Show the Column)</p>	<p>The schedule is complete and detailed (level 4) with all activities properly linked using CPM (Show the Critical Path Column) and no open ends in between (Show the Column)</p>



Transnet Property

Tender Number: TP/2023/11/0003/49046/RFP

Description of the Works: Design and Build a Multi-storey Parkade for the 96 Rissik Street Building

<p><b>All activity durations to be realistic and based on quantities and activities that can be measured in days. The calendar on the schedule should represent the actual work week/month used. E.g. weekends as nonworking periods.</b></p>	<p><b>4</b></p>	<p>No response</p>	<p>Activities are broken down into Months (Column not Showing) and weekends and public holidays are marked as non-working days from start to finish date</p>	<p>Activities are broken down into Weeks, Months and weekends (Show the Column) and public holidays are marked as non-working days from start to finish date</p>	<p>Major activities are broken down into days, Weeks &amp; Months (Show the Column) and weekends, public holidays and builders break are marked as non-working days from start to finish date</p>	<p>All activities are broken down into days, Weeks (Show the Column) and weekends, public holidays and builders break are marked as non-working days from start to finish date (Show the Column)</p>	<p>All activities are broken down into days (Show the Column) and weekends, public holidays and builders' breaks are marked as non-working days from start to finish date and Time Risk Allowances (Show the Column)</p>
<p><b>Programme submission Format in MS project</b></p>	<p><b>5</b></p>	<p>No response</p>	<p>Programme submitted not in MS Project</p>	<p>Programme submitted in either MS project or Primavera No basis of schedule (Column not Showing)</p>	<p>Programme submitted in either MS project or Primavera including either Float or resource loading (Show the Column) No basis of schedule</p>	<p>Programme submitted in either MS project or Primavera including both Float and resource loading (Show the Column) no basis of schedule</p>	<p>Programme submitted in either MS project or Primavera including both Float or resource loading and basis of schedule to substantiate the linking of activities (Show Column)</p>



Transnet Property  
Tender Number: TP/2023/11/0003/49046/RFP  
Description of the Works: Design and Build a Multi-storey Parkade for the 96 Rissik Street Building

**Index of documentation attached to this schedule:**

.....

.....

.....

.....

.....

.....

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

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

Tenderer \_\_\_\_\_

## T2.2-07: Evaluation Schedule: Quality Plan

Due consideration must be given to the deliverables required to execute and complete the contract as per the Quality Management Standard, QAL-STD-0001 General Quality Requirements for Contractors and Suppliers as stated above and should include but not be limited to:

1. Project Specific Quality Plan for the contract.
2. Valid ISO 9001 certification
3. Index / list of procedures and method statements to be used during the contract.
4. A signed Quality Policy based on International Organisation for Standardisation (ISO 9001:2015) that displays the five key policy requirements.  
These policy requirements include:
  - a. Is appropriate to the purpose of the organisation,
  - b. Includes a commitment to comply with requirements and continually improve the effectiveness of the quality management system,
  - c. Provides a framework for establishing and reviewing quality objectives,
  - d. Is communicated and understood within the organisation, and
  - e. Is reviewed for continuing suitability.
5. Project specific Quality Control Plan (For each task).
6. Project specific Quality data book index.

There must be a clear link to the communications plan, organisational structure, systems and methodology for executing such services.

	<b>Project Specific Quality Plan for the contract</b>	<b>Valid ISO 9001 certificate</b>	<b>Index / list of procedures / method statements to be used</b>	<b>Qualifications and experience of quality personnel</b>	<b>Project specific Quality Control Plan</b>	<b>Project specific Quality Data Book Index</b>
<b>Score (0)</b>	No PQP submitted.	No ISO 9001 certificate	No list of procedures and method statement submitted	No Signed Quality policy	No QCPs submitted	No Quality Data book index submitted
<b>Score (20)</b>	PQP is too general with no project specifications	N/A	Index / list of procedures and method statement is not project specific	1 of the 5 key policy requirements are recognised and meet the Employer's requirements	QCPs are not project specific	Quality Data book index is not project specific
<b>Score (40)</b>	PQP is project specific but inadequate to cover project scope	N/A	Index / list of procedures and method statements is project specific but inadequate to cover the project scope	2 of the 5 key policy requirements are recognised and meet the Employer's	QCPs are project specific but inadequate to cover project scope	Quality Data book index is project specific but inadequate to cover project scope



	<b>Project Specific Quality Plan for the contract</b>	<b>Valid ISO 9001 certificate</b>	<b>Index / list of procedures / method statements to be used</b>	<b>Qualifications and experience of quality personnel</b>	<b>Project specific Quality Control Plan</b>	<b>Project specific Quality Data Book Index</b>
				requirements .		
<b>Score (60)</b>	PQP shows adequate understanding of project quality requirements	ISO 9001 certificate has expired	Index / list of procedures and method statements shows adequate understanding of project quality requirements	3 of the 5 key policy requirements are recognised and meet the Employer's requirements .	QCP's shows adequate understanding of project quality requirements	Data book index shows adequate understanding of project quality requirements
<b>Score (80)</b>	PQP shows above average understanding of the project quality requirements	N/A	Index / list of procedures and method statements shows above average understanding of the project quality requirements	4 of the 5 key policy requirements are recognised and meet the Employer's requirements .	QCP's shows above average understanding of the project quality requirements	Data book index shows above average understanding of the project quality requirements
<b>Score (100)</b>	PQP covers all and above the project quality requirements of the project scope	ISO 9001 certificate is valid.	Index / list of procedures and method statements covers all and above the project quality requirements	5 of the 5 key policy requirements are recognised and meet the Employer's requirements	QCP's covers all and above the project quality requirements of the project scope	The Data book index covers all and above the project quality requirements of the project scope

**Attached submissions to this schedule:**

Signed \_\_\_\_\_ Date \_\_\_\_\_  
Name \_\_\_\_\_ Position \_\_\_\_\_  
Tenderer \_\_\_\_\_





**T2.2-08: Evaluation Schedule: Baseline Risk Assessment**

Note to tenderers:

The Tenderer details the Baseline Risk Assessment (RA) below or refers to the following key elements of a Risk Assessment and attaches it to this schedule:

1. Task Identification
2. Hazards,
3. Risk Identification
4. Risk Rating
5. Control Measures / Treatment
6. Residual Risk and
7. Treatment of Residual Risks

The tenderer shall provide the proposed Baseline Risk Assessment as per requirements of the Construction Regulation 5(1)(a), 2014 Occupational Health and Safety Act No. 85 of 1995 for the project.

<b>Baseline Risk Assessment (10)</b>	
<b>Score 0</b>	No Submission of RA or references made to the key elements
<b>Score 20</b>	Tenderer submitted a poorly scripted risk assessment (RA) encompassing less than three (3) of the key elements with adequate detail and is relevant to the scope.
<b>Score 40</b>	Tenderer submitted RA encompassing less than five (5) of the key elements with adequate detail and is relevant to the scope.
<b>Score 60</b>	Tenderer submitted RA encompassing less than seven (7) of the key elements with adequate detail and is relevant to the scope.
<b>Score 80</b>	Tenderer submitted RA encompassing all seven (7) of the key elements with specific risks relevant to the scope.
<b>Score 100</b>	Tenderer submitted a Comprehensive Health and Safety plan encompassing all of the key elements and more with specific risk relevant to the scope.

<p><b>Index of documentation attached to this schedule:</b></p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>
---

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

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

Tenderer \_\_\_\_\_

## T2.2-09: Evaluation Schedule – Method Statement

Submit a method statement which responds to the scope of work and outlines construction methodology including that relating but not limited to quality, safety and an understanding of the project objective.

The Tenderer must as such explain his / her understanding of the objectives of the works and the Employer’s stated and implied requirements, highlight the issues of importance, and explain the construction sequencing they would adopt to address them. The method statement should explain the methodologies which are to be adopted and demonstrate its compatibility. The approach should also include and outline processes, procedures and associated resources, to meet the requirements and indicate how risks will be managed.

The Method statement should cover key elements:

- 1. Health and safety (including PPE)
- 2. Project Initiation
- 3. Planning
- 4. Execution of the Works
- 5. Close-out
- 6. Quality control,
- 7. Quality assurance
- 8. Applicable Standards and regulations
- 9. Compliance to project schedules
- 10. SMME approach plan

The Tenderer must attach his / her method statement to this page.

The method statement shall include as a minimum but not limited to the following (the contractor must refer to the works information for a full description of the scope of the works):

1. Design and building of Multi-storey Parkade.

<b>Index of documentation attached to this schedule:</b>
--

..... .....
----------------



Transnet Property

Tender Number: TP/2023/11/0003/49046/RFP

Description of the Works: Design and Build a Multi-storey Parkade for the 96 Rissik Street Building

<b>Score 0</b>	The Tenderer has submitted no information or method statement does not refer to the smart metering system works.
<b>Score 20</b>	The method statement is not acceptable, as it will not satisfy project objectives or requirements. The Bidder has submitted a Project specific Method Statement covering all key elements, i.e., 1 - 2, that indicates a detailed understanding of the objectives of the project, the Scope of work requirements, the issues of importance, and the technical approach
<b>Score 40</b>	Tenderer has submitted a method statement with major omissions and/or irregularities. Tenderers technical approach and / methodology is poor, not realistic, generic, and unlikely to satisfy project objectives or requirements. The Bidder has submitted a Project specific Method Statement covering all key elements, i.e., 3 - 4, that indicates a detailed understanding of the objectives of the project, the Scope of work requirements, the issues of importance, and the technical approach
<b>Score 60</b>	Tenderer has submitted an acceptable method statement with minor omissions and/or irregularities and / or partially complete and does encompass and detail the works objectives and requirements to be undertaken. The Bidder has submitted a Project specific Method Statement covering all key elements, i.e., 5 - 6, that indicates a detailed understanding of the objectives of the project, the Scope of work requirements, the issues of importance, and the technical approach.
<b>Score 80</b>	Tenderer has submitted an acceptable method statement with minor omissions and/or irregularities and / or partially complete and does encompass and detail the works objectives and requirements to be undertaken. The Bidder has submitted a Project specific Method Statement covering all key elements, i.e., 7 - 8, that indicates a detailed understanding of the objectives of the project, the Scope of work requirements, the issues of importance, and the technical approach.
<b>Score 100</b>	Tenderer has submitted an outstanding method statement. The Bidder has submitted a Project specific Method Statement covering all key elements, i.e., 9 - 10, that indicates a detailed understanding of the objectives of the project, the Scope of work requirements, the issues of importance, and the technical approach.

## T2.2-10: 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.

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 \_\_\_\_\_

## T2.2-11: 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:

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





---

## **T2.2-12 Letter/s of Good Standing with the Workmen's Compensation Fund**

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

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

Name of Company/Members of Joint Venture:

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





## T2.2-15: Schedule of Proposed Subcontractors

The tenderer is required to provide details of all the sub-contractors that will be utilised in the execution of the *works*.

### Note to tenderers:

- A tenderer may not be awarded points for B-BBEE status level of contributor if the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, unless the intended subcontractor is an EME that has the capability to execute the subcontract.
- A person awarded a contract may not subcontract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level of contributor that the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the contract.

**Tenderer to note that after award, any deviations from this list of proposed subcontractors will be subject to acceptance by the *Project Manager* in terms of the Conditions of Contract.**

Provide information of the Sub-contractors below:

Name of Proposed Subcontractor			Address		Nature of work	Amount of Worked	Percentage of work	
% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships	Military Veterans	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Name of Proposed Subcontractor			Address		Nature of work	Amount of Worked	Percentage of work	
% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships	Military Veterans	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Name of Proposed Subcontractor			Address		Nature of work	Amount of Worked	Percentage of work	
% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships	Military Veterans	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Name of Proposed Subcontractor			Address		Nature of work	Amount of Worked	Percentage of work	
% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships	Military Veterans	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

## T2.2-16: ANNEX G Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

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

**Section 1: Name of enterprise:** \_\_\_\_\_

**Section 2: VAT registration number, if any:** \_\_\_\_\_

**Section 3: CIDB registration number, if any:** \_\_\_\_\_

**Section 4: CSD number:** \_\_\_\_\_

**Section 5: Particulars of sole proprietors and partners in partnerships**

Name	Identity number	Personal income tax number

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

**Section 6: Particulars of companies and close corporations**

Company registration number \_\_\_\_\_

Close corporation number \_\_\_\_\_

Tax reference number: \_\_\_\_\_

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

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



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

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

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

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

Enterprise name \_\_\_\_\_

**SBD 6.1**

**PREFERENCE POINTS CLAIM FORM**

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

**1. GENERAL CONDITIONS**

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

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

1.2 The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the 90/10 preference point system shall be applicable. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.

1.3 Preference points for this bid shall be awarded for:

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

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

	<b>POINTS</b>
<b>PRICE</b>	<b>90</b>
BBBEE Level of Contribution [Level 1-2] – <b>(4 Points)</b> ;	<b>10</b>
Subcontracting a minimum of 30% to <b>(4 Points)</b> :	
<ul style="list-style-type: none"> <li>• EMEs and/or QSEs that are 51% owned by black people, youth, women and/or people living with disability.</li> <li>• Companies owned by Historically Disadvantaged Individuals (HDI)</li> <li>• Companies with Level 1 or Level 2 B-BBEE ratings;</li> </ul>	
>50% Black Youth Owned Entities – <b>(2 Points)</b>	<b>100</b>
<b>Total points for Price and B-BBEE must not exceed</b>	

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

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

## 2. DEFINITIONS

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

## 3. POINTS AWARDED FOR PRICE

### 3.1 THE 90/10 PREFERENCE POINT SYSTEMS

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

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

Where

- P<sub>s</sub> = Points scored for comparative price of bid under consideration
- P<sub>t</sub> = Comparative price of bid under consideration



Pmin = Comparative price of lowest acceptable bid

#### 4. EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS

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

Specific Goals	Acceptable Evidence
B-BBEE Status contributor	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
+50% Black Youth Owned Entities	Certified copy of ID Documents of the Owners and B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
Subcontracting a minimum of 30% to: EMEs and/or QSEs that are 51% owned by black people, youth, women and/or people living with disability; Companies owned by Historically Disadvantaged Individuals (HDI); and Companies with Level 1 or Level 2 B-BBEE ratings.	Sub-contracting agreements and Declaration / Joint Venture Agreement and CIPC – B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate as per DTIC guideline

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

Enterprise	B-BBEE Certificate & Sworn Affidavit
<b>Large</b>	Certificate issued by SANAS accredited verification agency
<b>QSE</b>	Certificate issued by SANAS accredited verification agency Sworn Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned) [Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at <a href="http://www.dti.gov.za/economic_empowerment/bee_codes.jsp">www.dti.gov.za/economic_empowerment/bee_codes.jsp</a> .]
<b>EME<sup>1</sup></b>	Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard

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



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

**5. BID DECLARATION**

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

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

- 6.1 B-BBEE Status Level of Contribution: . = .....(maximum of 10 points)  
(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

**7. SUB-CONTRACTING**

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

**(Tick applicable box)**

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

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

**(Tick applicable box)**

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------





- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Transnet reserves the right to penalise the bidder up to 10 percent of the value of the contract;
- (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
- (f) forward the matter for criminal prosecution.

<p>WITNESSES</p> <p>1. ....</p> <p>2. ....</p>
--

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE: .....</p>
---

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>2</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:  
\_\_\_\_\_

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



.....  
.....

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

**YES/NO**

2.3.1 If so, furnish particulars:

.....  
.....

**3 DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the

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



---

public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder



## **T2.2-17 NON-DISCLOSURE AGREEMENT**

**[2020]**





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

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

**TRANSNET SOC LTD**

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

**and**

.....  
.....

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

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

**WHEREAS**

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

**IT IS HEREBY AGREED**

**1. INTERPRETATION**

In this Agreement:

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

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

## 2. CONFIDENTIAL INFORMATION

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



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

### **3. RECORDS AND RETURN OF INFORMATION**

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

### **4. ANNOUNCEMENTS**

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

### **5. DURATION**

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

### **6. PRINCIPAL**

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



**7. ADEQUACY OF DAMAGES**

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

**8. PRIVACY AND DATA PROTECTION**

8.1 The Receiving Party undertakes to comply with South Africa’s general privacy protection in terms Section 14 of the Bill of Rights in connection with this Tender and shall procure that its personnel shall observe the provisions of such Act [as applicable] or any amendments and re-enactments thereof and any regulations made pursuant thereto.

8.2 The Receiving Party warrants that it and its Agents have the appropriate technical and organisational measures in place against unauthorised or unlawful processing of data relating to the Tender and against accidental loss or destruction of, or damage to such data held or processed by them.

**9. GENERAL**

9.1 Neither party may assign the benefit of this Agreement, or any interest hereunder, except with the prior written consent of the other, save that Transnet may assign this Agreement at any time to any member of the Transnet Group.

9.2 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.

9.3 The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.

9.4 This Agreement may only be modified by a written agreement duly signed by persons authorised on behalf of each party.

9.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.

9.6 This Agreement will be governed by and construed in accordance with South African law and the parties irrevocably submit to the exclusive jurisdiction of the South African courts.

Signed	_____	Date	_____
Name	_____	Position	_____
Tenderer	_____		



---

## T2.2-18: RFP DECLARATION FORM

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

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

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

FULL NAME OF OWNER/MEMBER/DIRECTOR/  
PARTNER/SHAREHOLDER:

ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Indicate nature of relationship with Transnet:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

6. We accept that any dispute pertaining to this tender will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to respondents" below).



7. We further accept that Transnet reserves the right to reverse a tender award or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.
8. We have acquainted ourselves and agree with the content of T2.2-21 "Service Provider Integrity Pact".

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

**IMPORTANT NOTICE TO TENDERERS**

- Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of tenders exceeding R5,000,000.00 (five million S.A. Rand) in value. Should a Tenderer have any material concern regarding an tender process which meets this value threshold, a complaint may be lodged with Transnet’s Procurement Ombudsman for further investigation.
- It is incumbent on the Tenderer to familiarise himself/herself with the Terms of Reference for the Transnet Procurement Ombudsman, details of which are available for review at Transnet’s website [www.transnet.net](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)
- 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.



---

## T2.2-19: REQUEST FOR PROPOSAL – BREACH OF LAW

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

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

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

NATURE OF BREACH:

---

---

---

DATE OF BREACH:

---

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

Signed on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

---

SIGNATURE OF TENDER

---

## T2.2-20 Certificate of Acquaintance with Tender Documents

NAME OF TENDERING ENTITY:

---

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





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

Signed on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
SIGNATURE OF TENDERER

## **T2.2-21 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.

c) 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.

d) Environment

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

d) Anti-Corruption

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

#### **4 INDEPENDENT TENDERING**

- 4.1 For the purposes of that Certificate in relation to any submitted Tender, the Tenderer declares to fully understand that the word "competitor" shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:
- a) has been requested to submit a Tender in response to this Tender invitation;
  - b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
  - c) provides the same Goods and Services as the Tenderer and/or is in the same line of business as the Tenderer.
- 4.2 The Tenderer has arrived at his submitted Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive tendering.
- 4.3 In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- a) prices;
  - b) geographical area where Goods or Services will be rendered [market allocation];
  - c) methods, factors or formulas used to calculate prices;
  - d) the intention or decision to submit or not to submit, a Tender;
  - e) the submission of a Tender which does not meet the specifications and conditions of the RFP; or
  - f) tendering with the intention of not winning the Tender.
- 4.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Goods or Services to which his/her tender relates.
- 4.5 The terms of the Tender as submitted have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.
- 4.6 Tenderers are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Tenders and contracts, Tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the

National Prosecuting Authority [**NPA**] for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

- 4.7 Should the Tenderer find any terms or conditions stipulated in any of the relevant documents quoted in the Tender unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Tender. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be.

## **5 DISQUALIFICATION FROM TENDERING PROCESS**

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

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

- 6.1 The process of restriction is used to exclude a company/person from conducting future business with Transnet and other organs of state for a specified period. No Tender shall be awarded to a Tenderer whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of



Restricted Suppliers. Transnet reserves the right to withdraw an award, or cancel a contract concluded with a Tenderer should it be established, at any time, that a tenderer has been restricted with National Treasury by another government institution.

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

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

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

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

## **7 PREVIOUS TRANSGRESSIONS**

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

7.2 If it is found to be that the Tenderer/Service Provider/Contractor made an incorrect statement on this subject, the Tenderer/Service Provider/Contractor can be rejected from the registration process or removed from the Tenderer/Service Provider/Contractor database, if already registered, for such reason (refer to the Breach of Law Returnable Form contained in the document.)

## **8 SANCTIONS FOR VIOLATIONS**

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

## **9 CONFLICTS OF INTEREST**

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

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

## 10 DISPUTE RESOLUTION

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

## 11 GENERAL



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

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

---

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

Signature .....

Date .....

## T2.2-22: Supplier Code of Conduct

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

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

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

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

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

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

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

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

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

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

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

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



---

***Conflicts of Interest***

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

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

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

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

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

Signed this on day

\_\_\_\_\_ at \_\_\_\_\_

\_\_\_\_\_  
Signature



## **T2.2-23 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 \_\_\_\_\_ **(Name of Tenderer/Contractor)** hereinafter Operator and the Data subject is "Transnet". Operator will process personal information only with the knowledge and authorisation of Transnet and will treat personal information and the information of a third party which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.
- 2.4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this Agreement and the Operator is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.
- 2.5. In terms of this Agreement, the Operator acknowledges that it will obtain and have access to personal information of Transnet and the information of a third party and agrees that it shall only process the information disclosed by Transnet in terms of this Agreement and only for the purposes as detailed in this Agreement and in accordance with any applicable law.
- 2.6. Should there be a need for the Operator to process the personal information and the information of a third party in a way that is not agreed to in this Agreement, the Operator must request consent from Transnet to the processing of its personal information or and the information of a third party in a manner other than that it was collected for, which consent cannot be unreasonably withheld.
- 2.7. Furthermore, the Operator will not otherwise modify, amend or alter any personal information and the information of a third party submitted by Transnet or disclose or permit the disclosure of any personal information and the information of a third party to any third party without prior written consent from Transnet.



- 2.8. The Operator shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be shared or accessed pursuant to the services offered to Transnet in terms of this Agreement (physically, through a computer or any other form of electronic communication).
- 2.9. The Operator shall notify Transnet in writing of any unauthorised access to personal information and the information of a third party , cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Operator must inform Transnet of the breach as soon as it has occurred to allow Transnet to take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and the information of a third party and to restore the integrity of the affected personal information as quickly as is possible.
- 2.10. Transnet may, in writing, request the Operator to confirm and/or make available any personal information and the information of a third party in its possession in relation to Transnet and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA.
- 2.11. Transnet may further request that the Operator correct, delete, destroy, withdraw consent or object to the processing of any personal information and the information of a third party relating to the Transnet or a third party in the Operator's 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:**

<b>YES</b>	
------------	--

<b>NO</b>	
-----------	--

- 2.13. Further, the Operator acknowledges that it will be held liable by Transnet should it fail to process personal information in line with the requirements of the POPIA. The Operator will be subject to any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that Transnet submitted to it.
- 2.14. Should a Tenderer have any complaints or objections to processing of its personal information, by Transnet, the Tenderer can submit a complaint to the Information Regulator on <https://www.justice.gov.za/inforeg/>, click on contact us, click on complaints.IR@justice.gov.za



### **3. SOLE AGREEMENT**

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

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2021

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

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

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

\_\_\_\_\_  
(Operator)

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

#### **AS WITNESSES:**

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

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

## T2.2-24 Domestic Prominent Influential Persons (DPIP) Or Foreign Prominent Public Officials (FPPO)

Transnet is free to procure the services of any person within or outside the Republic of South Africa in accordance with applicable legislation. Transnet shall not conduct or conclude business transactions, with any Respondents without having:

- Considered relevant governance protocols;
- Determined the DPIP or FPPO status of that counterparty; and
- Conducted a risk assessment and due diligence to assess the potential risks that may be posed by the business relationship.

As per the Transnet Domestic Prominent Influential Persons (DPIP) and Foreign Prominent Public Officials (FPPO) and Related Individuals Policy available on Transnet website

<https://www.transnet.net/search/pages/results.aspx?k=FPIDP#k=DPIP>, Respondents are required to disclose any commercial relationship with a DPIP or FPPO (as defined in the Policy) by completing the following section:

The below form contains personal information as defined in the Protection of Personal Information Act, 2013 (the "Act"). By completing the form, the signatory consents to the processing of her/his personal information in accordance with the requirements of the Act. Consent cannot unreasonably be withheld.

### Is the Respondent

(Complete with a "Yes" or "No")

#### A DPIP/FPPO

#### Closely Related to a DPIP/FPPO

#### Closely Associated to a DPIP/FPPO

List all known business interests, in which a DPIP/FPPO may have a direct/indirect interest or significant participation or involvement.

No	Name of Entity / Business	Role in the Entity / Business (Nature of interest/ Participation)	Shareholding %	Registration Number	Status (Mark the applicable option with an X)

#### Active

1

2

3

#### Non-Active

Respondents declaring a commercial relationship with a DPIP or FPPO are to note that Transnet is required to annually publish on its website a list of all business contracts entered into with DPIP or FPPO. This list will include successful Respondents, if applicable.

## 2. SERVICE LEVELS

2.1 Transnet reserves the right to request that any member of the Service provider's team involved on the Transnet account be replaced if deemed not to be adding value for Transnet.

2.2 The Service provider guarantees that it will achieve a 95% [ninety-five per cent] service level on the following measures:

- A) Random checks on compliance with quality/quantity/specifications
- B) On-time delivery



2.3 The Service provider must provide a telephone number for customer service calls.

2.4 Failure of the Service provider to comply with stated service level requirements will give Transnet the right to cancel the contract in whole, without penalty to Transnet, giving 30 [thirty] calendar days' notice to the Service provider of its intention to do so.

**Acceptance of Service Levels:**

<b>YES</b>	
------------	--

<b>NO</b>	
-----------	--



## T2.2-26: Insurance provided by the *Contractor*

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

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

<b>Insurance against (See clause 84.2 of the ECC)</b>	<b>Name of Insurance Company</b>	<b>Cover</b>	<b>Premium</b>
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.			
Insurance in respect of loss of or damage to own property and equipment.			
(Other)			



## T2.2-27: Form of Intent to Provide a Performance Guarantee

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

Name of Guarantor  
(Bank/Insurer)

Address

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

Signed

Name

Capacity

On behalf of (name of  
tenderer)

Date

### Confirmed by Guarantor's Authorised Representative

Signature(s)

Name (print)

Capacity

On behalf of Guarantor  
(Bank/insurer)

Date





---

## T2.2-28: Forecast Rate of Invoicing

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

**Index of documentation attached to this schedule:**

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



---

## **T2.2-29: Three (3) years audited financial statements**

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

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

.....

.....

.....

.....

.....

.....

.....



### C1.1 Form of Offer & Acceptance

#### Offer

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

#### **DESIGN AND BUILD A MULTI-STOREY PARKADE FOR THE 96 RISSIK STREET BUILDING**

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

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

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

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

Signature(s)

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

**For the tenderer:**

(Insert name and address of organisation)

Name & signature of witness

Date

Tenderer's CIDB registration number:



## Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any).

Unless the tenderer (now *Contractor*) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.



---

Signature(s)

Name(s)

Capacity

**for the  
Employer**

Name &  
signature of  
witness

*(Insert name and address of  
organisation)*

Date



**Schedule of Deviations**

No.	Subject	Details
1		
2		
3		

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

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

**For the tenderer:**

**For the Employer**

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

C1.2 Contract Data

**Part one - Data provided by the *Employer***

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
	dispute resolution Option and secondary Options	<b>A: Activity Schedule</b> <b>W1: Dispute resolution procedure</b>  <b>X2 Changes in the law</b> <b>X7: Delay damages</b>  <b>X13: Performance Bond</b> <b>X16: Retention AS WELL</b> <b>X18: Limitation of liability</b>  <b>Z: <i>Additional conditions of contract</i></b>
	of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013) <sup>1</sup>	
10.1	The <i>Employer</i> is:	<b>Transnet SOC Ltd (Registration No. 1990/000900/30)</b>

<sup>1</sup> Available from Engineering Contract Strategies Tel 011 803 3008, Fax 011 803 3009

---

Address

Registered address:  
**Transnet Corporate Centre  
138 Eloff Street  
Braamfontein  
JOHANNESBURG  
2000**

Having elected its Contractual Address for the purposes of this contract as:

**Transnet Property  
150 Commissioner Street  
Johannesburg  
2001**

**Postal Address:  
P O Box 1048  
Johannesburg  
South Africa 2000**

Tel No.

---

10.1 The *Project Manager* is: (Name) **Buhle Mtongana**

Address

**Transnet Property  
150 Commissioner Street  
Johannesburg  
2001**

Tel

e-mail

**buhle.mtongana@transnet.net**

---

10.1 The *Supervisor* is: (Name) – TBA

Address

Tel No.

e-mail

---

11.2(13) The *works* are Design And Build A Multi-Storey Parkade For The 96 Rissik



11.2(14) The following matters will be included in the Risk Register

1. **Security from copper and cable theft syndicates**
2. **Underground tunnels and existing adjacent structures**
3. **Adjacent underground rail network**
4. **Construction Forums/Business Forums**
5. **Lack of information by the Employer.**

11.2(15) The *boundaries of the site* are **96 Rissik Street (opposite 101 loveday building), Johannesburg, South Africa, the shaded parking on the west and the tunnel linking the two sites, on ERF 1/5116 and ERF 4400.**

11.2(16) The Site Information is in **Part C4**

11.2(19) The Works Information is in **Part C3**

12.2 The *law of the contract* is the law of **the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.**

13.1 The *language of this contract* is **English**

13.3 The *period for reply* is **2 weeks**

**2 The Contractor's main responsibilities** **No additional data is required for this section of the *conditions of contract*.**

**3 Time**

11.2(3) The *completion date* for the whole of the *works* is **12 months from the contract start date**

30.1	The <i>access dates</i> are	Part of the Site	Date
		1	
		2	
		3	

31.1 The *Contractor* is to submit a first programme for acceptance within **2 weeks of the Contract Date.**

31.2 The *starting date* is.

32.2 The *Contractor* submits revised programmes at intervals no longer than **2 weeks.**

35.1 The *Employer* is not willing to take over the *works* before the Completion Date.

**4 Testing and Defects**

42.2 The *defects date* is **52 (fifty-two) weeks after Completion of the whole of the *works*.**

43.2 The *defect correction period* is **2 weeks**

**5 Payment**

50.1 The *assessment interval* is **25<sup>th</sup> (twenty fifth) day of each successive monthly on the month.**

51.1 The *currency of this contract* is **South African Rand.**  
the

51.2 The period within which **Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.**  
payments are made is

51.4 The *interest rate* is **the prime lending rate of the Standard Bank of South Africa.**

**6 Compensation events**

60.1(13) The *weather measurements* to be recorded for each calendar month are, **the cumulative rainfall (mm)**  
**the number of days with rainfall more than 10 mm**  
**the number of days with minimum air temperature less than 0 degrees Celsius**  
**the number of days with snow lying at 08:00 hours South African Time**  
**and these measurements: Johannesburg**

The place where weather is to be recorded (on the Site ) is: **The Contractor’s Site establishment area**

The *weather data* are the records of past *weather measurements* for each calendar month which **Johannesburg**  
were recorded at:

and which are available from: **South African Weather Service 012 367 6023 or [info3@weathersa.co.za](mailto:info3@weathersa.co.za).**

**7 Title** **No additional data is required for this section of the *conditions of contract*.**

**8 Risks and insurance**



80.1	These are additional <i>Employer's</i> risks	
84.1	<p>The <i>Employer</i> provides these insurances from the Insurance Table</p> <p>1 Insurance against: <b>Loss of or damage to the <i>works</i>, Plant and Materials is as stated in the Insurance policy for Contract Works/ Public Liability.</b></p> <p>Cover / indemnity: <b>to the extent as stated in the insurance policy for Contract Works / Public Liability</b></p> <p>The deductibles are: <b>as stated in the insurance policy for Contract Works / Public Liability</b></p> <p>2 Insurance against: <b>Loss of or damage to property (except the <i>works</i>, Plant and Materials &amp; Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising out of or in connection with the performance of the Contract as stated in the insurance policy for Contract Works / Public Liability</b></p> <p>Cover / indemnity <b>Is to the extent as stated in the insurance policy for Contract Works / Public Liability</b></p> <p>The deductibles are <b>as stated in the insurance policy for Contract Works / Public Liability</b></p>	
84.1	<p>3 Insurance against: <b>Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability</b></p> <p>Cover / indemnity <b>Is to the extent as stated in the insurance policy for Contract Works / Public Liability</b></p> <p>The deductibles are: <b>As stated in the insurance policy for Contract Works / Public Liability</b></p> <p>4 Insurance against: <b>Contract Works SASRIA insurance subject to the terms, exceptions, and conditions of the SASRIA coupon</b></p> <p>Cover / indemnity <b>Cover / indemnity is to the extent provided by the SASRIA coupon</b></p> <p>The deductibles are <b>The deductibles are, in respect of each and every theft claim, 0,1% of the contract value subject to a minimum of R2 500 and a maximum of R25 000.</b></p>	



	<p>Note:</p>	<p><b>The deductibles for the insurance as stated above are listed in the document titled "Confirmation of Insurance: Transnet (SOC) Limited Principal Controlled Insurance" appended to Part One of this Contract Data (Date Provided by the <i>Employer</i>).</b></p>
<p>84.1</p>	<p>The minimum limit of indemnity for insurance in respect of 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 for any one event is</p> <p>The <i>Contractor</i> provides these additional Insurances</p>	<p><b>The <i>Contractor</i> must comply at a minimum with the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended.</b></p> <ol style="list-style-type: none"> <li><b>1 Where the contract requires that the design of any part of the <i>works</i> shall be provided by the <i>Contractor</i> the <i>Contractor</i> shall satisfy the <i>Employer</i> that professional indemnity insurance cover in connection therewith has been affected</b></li> <li><b>2 Where the contract involves manufacture, and/or fabrication of Plant &amp; Materials, components or other goods to be incorporated into the <i>works</i> at premises other than the site, the <i>Contractor</i> shall satisfy the <i>Employer</i> that such plant &amp; materials, components or other goods for incorporation in the <i>works</i> are adequately insured during manufacture and/or fabrication and transportation to the site.</b></li> <li><b>3 Should the <i>Employer</i> have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the <i>Contractor's</i> policies of insurance as well as those of any subcontractor</b></li> <li><b>4 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 R 5 000 000.</b></li> </ol>



- 5 The insurance coverage referred to in 1, 2, 3, and 4 above shall be obtained from an insurer(s) in terms of an insurance policy approved by the Employer. The Contractor shall arrange with the insurer to submit to the Project Manager the original and the duplicate original of the policy or policies of insurance and the receipts for payment of current premiums, together with a certificate from the insurer or insurance broker concerned, confirming that the policy or policies provide the full coverage as required. The original policy will be returned to the Contractor**
- 6**

**The level of insurance will be kept under review by the Employer, on an annual basis, to ensure its adequacy, provided that any variation to the level of such**

- 7 insurance shall be entirely at the discretion of the Contractor.**

**The Contractor shall arrange insurance with reputable insurers and will produce to the Employer evidence of the existence of the policies on an annual basis within 30 [thirty] calendar days after date of policy renewals.**

**10 23.3 Subject to clause 23.4 below, if the Supplier fails to effect adequate insurance under this clause 23, it shall notify Transnet in writing as soon as it becomes aware of the reduction or inadequate cover and Transnet may arrange or purchase such insurance. The Supplier shall promptly reimburse Transnet for any premiums paid provided such insurance protects the Supplier's liability. Transnet assumes no responsibility for such insurance being adequate to protect all of the Supplier's liability.**

84.2	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the works, Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) caused by activity in connection with this contract for any one event is	<b>Whatever the Contractor requires in addition to the amount of insurance taken out by the Employer for the same risk.</b>
84.2	The insurance against loss of or damage to the works, Plant and Materials as stated in the insurance policy for contract works and public liability selected from: Principal Controlled Insurance (PCI) or Project Specific Insurance.	<b>As stated in the Principal Controlled Insurance policy for Contract Work</b>  <b>Principal Controlled Insurance</b>
<b>9</b>	<b>Termination</b>	<b>There is no additional Contract Data required for this section of the <i>conditions of contract</i>.</b>
<b>10</b>	<b>Data for main Option clause</b>	
<b>A</b>	<b>Activity schedule</b>	
60.6	The <i>method of measurement</i> is	<b>published by and amended as stated in the preambles to the bill of quantities.</b>
<b>11</b>	<b>Data for Option W1</b>	
W1.1	The <i>Adjudicator</i> is	<b>Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i>.</b>
W1.2(3)	The <i>Adjudicator nominating body</i> is:  If no <i>Adjudicator nominating body</i> is entered, it is:	<b>The Chairman of the Association of Arbitrators (Southern Africa)</b>  <b>the Association of Arbitrators (Southern Africa)</b>
W1.4(2)	The <i>tribunal</i> is:	<b>Arbitration</b>
W1.4(5)	The <i>arbitration procedure</i> is	<b>The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)</b>

	The place where arbitration is to be held is	<b>Johannesburg, South Africa</b>
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	<b>The Chairman of the Association of Arbitrators (Southern Africa)</b>
	- if the arbitration procedure does not state who selects an arbitrator, is	
<b>12</b>	<b>Data for secondary Option clauses</b>	
<b>X2</b>	<b>Changes in the law</b>	<b>No additional data is required for this Option</b>
<b>X7</b>	<b>Delay damages (but not if Option X5 is also used)</b>	
X7.1	Delay damages for Completion of the whole of the <i>works</i> are	<b>R25000 per day up to 10% of the contract value</b>
<b>X16</b>	<b>Retention (not used with Option F)</b>	
X16.1	The retention free amount is	<b>5%</b>
	The retention percentage is	<b>5% on all payments certified.</b>
<b>X18</b>	<b>Limitation of liability</b>	

X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	<b>The Total of the Prices</b>
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to:	<b>The deductible of the relevant insurance policy</b>
X18.3	The <i>Contractor's</i> liability for Defects due to his design which are not listed on the Defects Certificate is limited to:	<b>The cost of correcting the Defect</b>
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to:	<b>The Total of the Prices</b>
X18.5	The <i>end of liability date</i> is	<b>Five (5) years after Completion of the whole of the <i>works</i></b>
<b>Z</b>	<b><i>Additional conditions of contract</i></b>	
<b>Z2</b>	<b>Additional clause relating to Performance Bonds and/or Guarantees</b>	





**Z2.1**

The Performance Guarantee under X13 above shall be an irrevocable, on-demand performance guarantee, to be issued exactly in the form of the Pro Forma documents provided for this purpose under C1.3 (Forms of Securities), in favour of the *Employer* by a financial institution reasonably acceptable to the *Employer* with a long term international credit rating (international institutions) and long term national credit rating (local institutions) (by Moody's Investors Services Limited or Fitch Ratings Limited or any other successor to their respective ratings business or any other ratings agency approved by the *Employer*) of at least A – (in the case of Fitch Ratings Limited) and A3 (in the case of Moody's Investor Services Limited) and otherwise acceptable to the *Employer* (in its sole and absolute discretion). In any event if the credit rating of the issuer of the guarantee falls below the required minimum before the expiry date, the guarantee should be replaced at the cost of the *Contractor* with an issuer that complies with the minimum required credit rating.

**Z3**

**Obligations in respect of Joint  
Venture Agreements**

**Z3.1**

Insert the additional core clause 27.5

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

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

- A brief description of the Contract and the Deliverables;
- The name, physical address, communications addresses and domicilium citandi et executandi of each of the constituents and of the Joint Venture;
- The constituents' interests;
- A schedule of the insurance policies, sureties, indemnities and guarantees which must be taken out by the Joint Venture and by the individual constituents;
- Details of an internal dispute resolution procedure;
- Written confirmation by all of the constituents:
  - i. of their joint and several liability to the Employer to Provide the Works;
  - ii. identification of the leader in the joint venture confirming the authority of the leader to bind the joint venture through the *Contractor's* representative;
  - iii. Identification of the roles and responsibilities of the constituents to Provide the Works.
- Financial requirements for the Joint Venture:
  - i. the working capital requirements for the Joint Venture and the extent to which and manner whereby this will be provided and/or guaranteed by the constituents from time to time;
  - ii. the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture



<b>Z3.2</b>		<p>Insert additional core clause 27.6</p> <p><b>27.6.</b> The contractor shall not alter its composition or legal status of the Joint Venture without the prior approval of the <i>Employer</i>.</p>
<b>Z4</b>	<b>Additional obligations in respect of Termination</b>	
<b>Z4.1</b>		<p>The following will be included under core clause 91.1:</p> <p>In the second main bullet, after the word 'partnership' add 'joint venture whether incorporate or otherwise (including any constituent of the joint venture)' and</p> <p>Under the second main bullet, insert the following additional bullets after the last sub-bullet:</p> <ul style="list-style-type: none"> <li>• commenced business rescue proceedings (R22)</li> <li>• repudiated this Contract (R23)</li> </ul>
<b>Z4.2</b>	<b>Termination Table</b>	<p>The following will be included under core clause 90.2 Termination Table as follows:</p> <p>Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"</p>
<b>Z4.3</b>		<p>Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."</p>
<b>Z7</b>	<b>Right Reserved by Transnet to Conduct Vetting through SSA</b>	



<b>Z7.1</b>	<p>Transnet reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any Contractor who has access to National Key Points for the following without limitations:</p> <ol style="list-style-type: none"> <li>1. Confidential – this clearance is based on any information which may be used by malicious, opposing or hostile elements to harm the objectives and functions of an organ of state.</li> <li>2. Secret – clearance is based on any information which may be used by malicious, opposing or hostile elements to disrupt the objectives and functions of an organ of state.</li> <li>3. Top Secret – this clearance is based on information which may be used by malicious, opposing or hostile elements to neutralise the objectives and functions of an organ of state.</li> </ol>
<b>Z8</b>	<p><b>Additional Clause Relating to Collusion in the Construction Industry</b></p>
	<p>The contract award is made without prejudice to any rights the <i>Employer</i> may have to take appropriate action later with regard to any declared bid rigging including blacklisting.</p>
<b>Z9</b>	<p><b>Protection of Personal Information Act</b> The <i>Employer</i> and the <i>Contractor</i> are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act.</p>

C1.2 Contract Data

**Part two - Data provided by the Contractor**

The tendering contractor is advised to read both the NEC3 Engineering and Construction Contract - June 2005 (with amendments June 2006 and April 2013) and the relevant parts of its Guidance Notes (ECC3-GN)<sup>2</sup> in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on pages 156 to 158 of the ECC3 Guidance Notes.

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

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No.	
11.2(8)	The <i>direct fee percentage</i> is The <i>subcontracted fee percentage</i> is	% %
11.2(18)	The <i>working areas</i> are the Site and	
24.1	The <i>Contractor's</i> key persons are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job: Responsibilities: Qualifications: Experience:	

<sup>2</sup> Available from Engineering Contract Strategies Tel 011 803 3008, Fax 011 803 3009

**CV's (and further key persons data including CVs) are appended to Tender Schedule entitled.**

11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is		
11.2(14)	The following matters will be included in the Risk Register		
11.2(19)	The Works Information for the <i>Contractor's</i> design is in:		
31.1	The programme identified in the Contract Data is		
<b>A</b>	<b>Activity Schedule</b>		
11.2(21)	The <i>bill of quantities</i> is in		
11.2(31)	The tendered total of the Prices is	(in figures)	
		(in words), excluding VAT	
<b>A</b>	<b>Activity Schedule</b>	<b>Data for the Shorter Schedule of Cost Components</b>	
41 SCCC	in The percentage for people overheads is:	<b>%</b>	
21 SCCC	in The published list of Equipment is the last edition of the list published by		
	The percentage for adjustment for Equipment in the published list is	<b>% (state plus or minus)</b>	
22 SCCC	in The rates of other Equipment are:	<b>Equipment</b>	<b>Size or Rate capacity</b>
61 SCCC	in The hourly rates for Defined Cost of design outside the Working Areas are	<b>Category of employee</b>	<b>Hourly rate</b>



## C1.3 Forms of Securities

### **Pro forma Performance Guarantee**

For use with the NEC3 Engineering & Construction Contract - June 2005 (with amendments June 2006 and April 2013)

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

Option X13: Performance bond

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

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

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

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



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

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

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

Date:

Dear Sirs,

### Performance Bond for Contract No. TP/2023/11/0003/49654/RFP

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

Transnet SOC Limited, Registration No. 1990/000900/30 (the Employer) and  
{Insert registered name and address of the Contractor} (the Contractor), for  
{Insert details of the works from the Contract Data} (the works).

I/We the undersigned \_\_\_\_\_  
on behalf of the Guarantor \_\_\_\_\_  
of physical address \_\_\_\_\_

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

1. The terms Employer, Contractor, Project Manager, works and Completion Certificate have the meaning as assigned to them by the conditions of contract stated in the Contract Data for the aforesaid Contract.
2. We renounce all benefits from the legal exceptions "Benefit of Excussion and Division", "No value received" and all other exceptions which might or could be pleaded against the validity of this bond, with the meaning and effect of which exceptions we declare ourselves to be fully acquainted.
3. The Employer has the absolute right to arrange his affairs with the Contractor in any manner which the Employer deems fit and without being advised thereof the Guarantor shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the Guarantor.



Without derogating from the foregoing compromise, extension of the construction period, indulgence, release or variation of the Contractor's obligation shall not affect the validity of this performance bond.

4. This bond will lapse on the earlier of

- the date that the Guarantor receives a notice from the Project Manager stating that the Completion Certificate for the whole of the works has been issued, that all amounts due from the Contractor as certified in terms of the contract have been received by the Employer and that the Contractor has fulfilled all his obligations under the Contract, or
- the date that the Surety issues a replacement Performance Bond for such lesser or higher amount as may be required by the Project Manager.

5. Always provided that this bond will not lapse in the event the Guarantor is notified by the Project Manager, (before the dates above), of the Employer's intention to institute claims and the particulars thereof, in which event this bond shall remain in force until all such claims are paid and settled.

6. The amount of the bond shall be payable to the Employer upon the Employer's demand and no later than 7 days following the submission to the Guarantor of a certificate signed by the Project Manager stating the amount of the Employer's losses, damages and expenses incurred as a result of the non-performance aforesaid. The signed certificate shall be deemed to be conclusive proof of the extent of the Employer's loss, damage and expense.

7. Our total liability hereunder shall not exceed the sum of:

(say) \_\_\_\_\_

R\_\_\_\_\_

8. This Performance Bond is neither negotiable nor transferable and is governed by the laws of the Republic of South Africa, subject to the jurisdiction of the courts of the Republic of South Africa.



---

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 202\_

Signature(s) \_\_\_\_\_

Name(s) (printed) \_\_\_\_\_

Position in Guarantor company \_\_\_\_\_

Signature of Witness(s) \_\_\_\_\_

Name(s) (printed) \_\_\_\_\_

## PART 2: PRICING DATA

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

---

## C2.1 Pricing Instructions: Option A

### 1. The *conditions of contract*

#### 1.1. How the contract prices work and assesses it for progress payments

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

**Identified 11  
and  
defined  
terms**

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

(22) Defined Cost is the cost of the components in the Shorter Schedule of Cost Components whether work is subcontracted or not excluding the cost of preparing quotations for compensation events.

(27) The Price for Work Done to Date is the total of the Prices for

- each group of completed activities and
- each completed activity which is not in a group

A completed activity is one which is without Defects which would either delay or be covered by immediately following work.

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

#### 1.2. Measurement and Payment

1.2.1 The Activity Schedule provides the basis of all valuations of the Price for Work Done to Date, payments in multiple currencies, price adjustments for inflation and general progress monitoring.

1.2.2 The amount due at each assessment date is based on **completed activities and/or milestones** as indicated on the Activity Schedule.

1.2.3 The Activity Schedule work breakdown structure provided by the *Contractor* is based on the Activity Schedule provided by the *Employer*. The activities listed by the *Employer* are the minimum activities acceptable and identify the specific activities which are required to achieve Completion. The activity schedule work breakdown structure is compiled to the satisfaction of the *Project Manager* with any additions and/or amendments deemed necessary.

1.2.4 The *Contractor's* detailed Activity Schedule summates back to the Activity Schedule provided by the *Employer* and is in sufficient detail to monitor completion of activities related to the Accepted Programme in order that payment of completed activities may be assessed.



TRANSNET PROPERTY

Tender Number: TP/2023/11/0003/49046/RFP

Description of the Works: DESIGN AND BUILD OF A MULTI-STOREY PARKADE FOR THE 96 RISSIK STREET BUILDING

- 
- 1.2.5 The short descriptions in the Activity Schedule are for identification purposes only. All work described in the Works Information is deemed included in the activities.
- 1.2.6 The Activity Schedule is integrated with the Prices, Accepted Programme and where required the forecast rate of payment schedule.
- 1.2.7 Activities in multiple currencies are separately identified on both the Activity Schedule and the Accepted Programme for each currency.
- 1.2.8 The tendered total of the prices as stated in the Contract Data is obtained from the Activity Schedule summary. The tendered total of the prices includes for all direct and indirect costs, overheads, profits, risks, liabilities and obligations relative to the Contract.

## C2.2 Activity Schedule

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

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

Activity No.	Activity Description	Unit	Rate	Quantity	Price for each Activity
<b>A0</b>	<b>Preliminary Planning and Feasibility Study:</b>				
A0.1	Preliminary site analysis and selection	Sum	R	1	R
A0.2	Feasibility study, including market analysis and cost estimation	Sum	R	1	R
A0.3	Allow for bulk services connection from the Municipality for stormwater water, sewer etc.	Sum	R	1	R
A0.4	The review of concept designs and design development of the concept drawings and perform detailed investigation including special studies, not limited to survey, town planning, geo-tech, 3D Scans and all services detection	Sum	R	1	R
A0.5	Develop a conceptual plan for the parking SDP	Sum	R	1	R
A0.6	Allow amount for Health and Safety, Environmental, and Quality compliance, including preparation of Occupational health and safety file by professionals	Sum	R	1	R
A0.7	Allow for the provision of Community participant consultant for managing stakeholders (not limited to taxi associations, business forums, community members etc.) and other social matters for the duration of the project	Sum	R	1	R
<b>A1.</b>	<b>Design and Engineering Phase:</b>	Sum	R	1	R
A1.1.	Architectural design development (fully detailed drawings, specifications, various schedules, to drawings to be issued for construction including design presentations, squad checks and approvals etc.).	Sum	R	1	R
A1.2.	Structural engineering and civil design (fully detailed drawings, specifications, various schedules, to drawings to be issued for construction including design presentations, squad checks and approvals etc).	Sum	R	1	R

A1.3	Mechanical, electrical, electronic and Fire designs, ICT infrastructure etc. (fully detailed drawings, specifications, various schedules, to drawings to be issued for construction including design presentations, squad checks and approvals etc.)	Sum	R	1	R
A1.4	Obtain all design approvals and necessary permits not limited to local authorities and adjacent property owners	Sum	R	1	R
<b>A2. Site Preparation:</b>					
A2.1.	Site clearing and excavation, investigate, identify and safely terminate and protect all existing and adjoining services.	Sum	R	1	R
A2.2.	Prepare for Utility connections (water, electricity, sewage, etc.).	Sum	R	1	R
A2.3.	Foundation work including all necessary preparation for foundations such piling etc.	Sum	R	1	R
A2.4	Critically analyse and carefully consider all underground/basement services such as railway lines, powerlines etc for the detailed foundation design.				
<b>A3. Construction Phase</b>					
A3.1.	Application for demolitions and construction works permit	Sum	R	1	R
A3.2	Submission of Building Plans for approval to commence works including applicable fees and section 7(6).	Sum	R	1	R
A3.3.	Demolition of existing structures as shown in the layout drawing and removal off site to an approved dump site.	Sum	R	1	R
A3.4.	Prepare site establishment and camp laydown area	Sum	R	1	R
A3.5	Construction of parking levels (each level separately).	Sum	R	1	R
	• Ground Floor	Sum	R	1	R
	• First Floor	Sum	R	1	R
	• Second Floor	Sum	R	1	R
	• Third Floor	Sum	R	1	R
	• Fourth Floor	Sum	R	1	R
	• Fifth Floor	Sum	R	1	R
	• Sixth Floor	Sum	R	1	R
	• Rate above the 6 <sup>th</sup> floor (each)	Sum	R	1	R
	• 41x open parking bays with circulation space and landscaping	Sum	R	1	R
A3.6	Installation of ramps, elevators (vertical transportation), and staircases.	Sum	R	1	R



A3.7	Clean up and make good of the existing moth memorial.	Sum	R	1	R
A3.8	Installation of lighting and security systems integrated to the main building BMS system and security system.	Sum	R	1	R
A3.9	Construction of entry and exit points including access control system (card and fingerprint reader). Double lane entrance with desiccated entrance for visitors and doble lane exit	Sum	R	1	R
A3.10	Installation of ventilation and fire systems.	Sum	R	1	R
A3.11	Construct access road linking the parking and the public road including storm water connection.	Sum	R	1	R
A3.12	Construct a new guardhouse complete in line with the proposed concept including parking admin offices, payment kiosks, and service areas	Sum	R	1	R
A3.13	Design, supply and install cladding to match the building look and feel.				
<b>A4.</b>	<b>Quality Control and Inspections</b>				
A4.1.	Conduct regular quality checks and inspections throughout construction.	Sum	R	1	R
A4.2.	Ensure compliance with building regulations, SANS 10400 and safety standards.	Sum	R	1	R
A4.3	Perform regular quality checks and inspections throughout construction including attendance of of weekly meetings (progress meetings, stakeholder meetings, safety and risk workshops, social facilitation meetings etc.)	Sum	R	1	R
A4.4	Project management and bi-weekly project technical meetings and reports.				R
<b>A5.</b>	<b>Finishing and Interior Work:</b>				
A5.1.	Prepare and present finishings including samples for building cladding for the client.	Sum	R	1	R
A5.2.	Painting and marking of parking spaces. Including marking for Visitors parking and Emergency vehicles and PWD's etc.	Sum	R	1	R
A5.3	Installation of signage and wayfinding systems.	Sum	R	1	R
A5.4	Completion of office spaces and payment kiosks	Sum	R	1	R
A5.5	Painting and marking of parking spaces, common areas and accesses.	Sum	R	1	R
<b>A6</b>	<b>Plumbing and Drainage</b>				
A6.1	Removal of all existing plumbing and drainage systems including all associated	Sum	R	1	R

	infrastructure to be directed by a Transnet Project Manager.				
A6.2	Design, supply, install, test and commission all new plumbing and drainage network and equipment.	Sum	R	1	R
A6.3	Relocation of existing Telkom, electrical cabling etc.				
<b>A7.</b>	<b>Landscaping and Exterior Work</b>				
A7.1	Prepare and construct Landscaping, sidewalks, and pedestrian areas.	Sum	R	1	R
A7.2	Installation of exterior lighting and CCTV integrated to the main building	Sum	R	1	
A7.3	Signage for directions and parking rules including disclaimers	Sum	R	1	R
A7.4	Connect the parking to the covered walkway to the main building	Sum	R	1	R
A7.5	Allow for perimeter fencing or ClearVu or similar approved invisible fence, etc, sliding or swing main gates, pedestrian gates, turnstiles, boom gates, goosenecks with rain shield, etc	Sum	R	1	R
<b>A8</b>	<b>Testing and Commissioning:</b>				
A9.1.	Testing of electricity, security systems, and ventilation systems, standby power, plumbing etc.	Sum	R	1	R
A9.2.	Functional tests of elevators and other equipment.	Sum	R	1	R
A9.2.	System integration to the main building and security system including performance testing.	Sum	R	1	R
<b>A9.</b>	<b>Final Inspections and Approvals:</b>				
A9.1.	Inspections and approvals from all local authorities and obtain all certificates	Sum	R	1	R
A9.2	Prepare maintenance plans for ongoing upkeep including handover manuals and warranties etc.	Sum	R	1	R
A9.3	Project administrative documents for project closure and sign off.	Sum	R	1	R
A9.4	Design, supply, test, install and commission of pavement in the yard (entire front)	Sum	R	1	R
A9.5	Submission of and obtaining council approved drawings, fire clearance and occupancy certificates	Sum	R	1	R
<b>A10.</b>	<b>Branding and Marketing</b>				

TRANSNET PROPERTY

Tender Number: TP/2023/11/0003/49046/RFP

Description of the Works: DESIGN AND BUILD OF A MULTI-STOREY PARKADE FOR THE 96 RISSIK STREET BUILDING

A10.1	The design, supply, construction and installation of a Transnet signage for parking building, branding and posters in accordance to Transnet Branding Guidelines, etc.	Sum	R	1	R
<b>A12.</b>	<b>CLO</b>				
A12.1	Allow for Community liaison officer @ R15 000 per month for the duration of the construction period.	Sum	R	1	R
<b>A13.</b>	<b>Handover of the site</b>				
A13.1	Training for Clients operational staff and 12 months maintenance period for all critical equipment (Lifts, CCTV, Parking systems etc.).	Sum	R	1	R
<b>Total Price to be carried over to the Form of Offer &amp; Acceptance</b>					<b>R</b>

**PART C3: SCOPE OF WORK**

<b>Document reference</b>	<b>Title</b>	<b>No of page</b>
C3.1	This cover page	1
	<i>Employer's Works</i> Information	49
<b>Total number of pages</b>		<b>49</b>

### C3.1 EMPLOYER’S WORKS INFORMATION

#### Contents

PART C3: SCOPE OF WORK.....	1
SECTION 1 .....	4
1 Description of the <i>works</i> .....	4
1.1 Executive overview.....	4
1.2 Background and Context.....	4
1.3 Employer’s objectives .....	5
2 Engineering and the <i>Contractor’s</i> design.....	6
2.1 <i>Employer’s</i> design .....	6
2.2 Parts of the <i>works</i> which the <i>Contractor</i> is to design. ....	7
2.3 <i>Review and Acceptance of Contractor Documentation</i> .....	7
2.4 Other requirements of the <i>Contractor’s</i> design.....	7
2.5 Use of <i>Contractor’s</i> design .....	7
2.6 <i>As-built drawings, operating manuals and maintenance schedules</i> .....	8
2.7 Approval of <i>Contractors’s</i> design .....	8
3 Construction.....	9
3.1 Temporary <i>works</i> , Site services & construction constraints .....	9
3.2 Completion and correction of Defects .....	13
4 Plant and Materials Standards and Workmanship.....	14
4.1 Scope of works .....	14
4.2 Employers Requirements .....	16
4.3 Summary of the General Requirements for the <i>Works</i> .....	17
4.4 Contractors Acceptance of the Information Provided by the <i>Employer</i> .....	18
4.5 Applicable Codes and Standards.....	18
4.6 <i>Employer</i> specifications .....	22
5 List Of Drawings.....	24
5.1 Drawings issued by the <i>Employer</i> .....	24
SECTION 2 .....	25
6 Management and start up .....	25
6.1 Management meetings .....	25
6.2 Safety Risk Management .....	25
6.3 Environmental constraints and management .....	38
6.4 Quality assurance requirements .....	38



---

6.5	Programming constraints .....	38
6.6	<i>Contractor's</i> management, supervision and key people.....	39
6.7	Insurance provided by the <i>Employer</i> .....	39
6.8	Contract change management.....	40
6.9	Provision of bonds and guarantees .....	40
7	Procurement .....	41
7.1	Code of Conduct .....	41
7.2	Prohibition of Bribes, Kickbacks, Unlawful Payments, and Other Corrupt Practices	41
7.3	The <i>Contractor's</i> Invoices .....	43
7.4	People.....	43
7.5	<i>Contractor</i> Liability .....	44
7.6	Industrial Action By <i>Contractor</i> Employees .....	44
7.7	Subcontracting.....	46

## SECTION 1

### 1 Description of the works

#### 1.1 Executive overview

Transnet wishes to appoint an entity through a Design and Build contracting framework for the construction of a new multi-storey parkade to be located about 500m west of the 96 Rissik Street building. It is envisaged that the entity that Transnet appoints will fully be fully capable to design construct the parkade building complete including obtaining all necessary approvals from council and all applicable authorities with Transnet providing the site for the construction. Estimated number of bays is approximated at 713 including disabled parking.

#### 1.2 Background and Context

The 96 Rissik Street building is located in Johannesburg, currently under redevelopment close to Park Station. It is a six storey building with a gross leasable area of 18407m<sup>2</sup> which includes a parkade and an adjoining building called the Nerve Centre. The usable space excluding the old parkade and Nerve Centre is 13519m<sup>2</sup>. Adjoining the perimeter of the building is a taxi rank (Noord taxi rank), street vendors, and there is an existing parking (see Figure 1) to the West of the building. The new parkade development will be built on the site of the existing shade cloth (as per figure below) parking (see Figure 2).



Figure 1: Location of existing parking site relative to the 96 Rissik Building

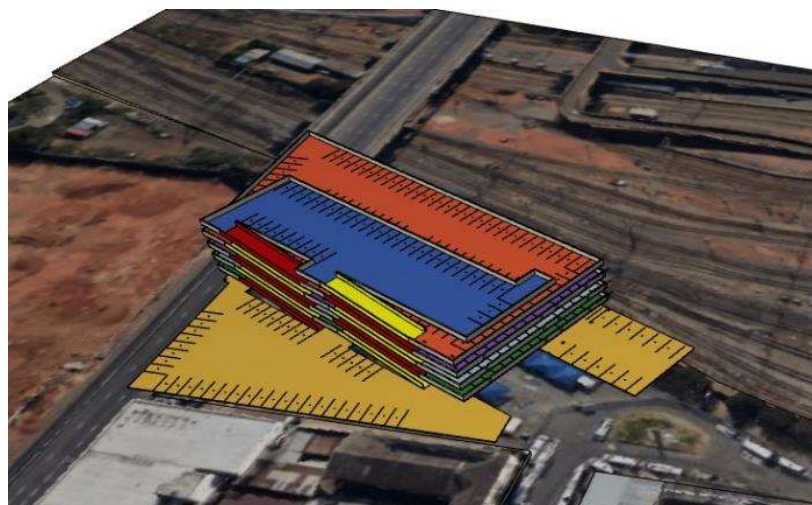


Figure 2: New multi-storey parkade concept to be developed on existing shaded parking site

### 1.3 Employer's objectives

The *Employer's* objective appoint an entity through a Design and Build contracting framework for the construction of a new multi-storey parkade to be located about 500m west of the 96 Rissik Street building.

The new parkade shall be a fully functional and operational facility that is constructed:

- in accordance with the Contractors design
- in accordance with engineering best practice and the latest relevant Codes and Standards
- constructed at the Employers designated location
- designed and constructed in the quickest possible time of no more than 12 months
- constructed in a manner that results in minimal disruption to operations
- makes minimal or no use of Transnet resources to either construct or commission the installations

### 1.4 Abbreviations

The following abbreviations are used in this *Works* Information:

Abbreviation	The meaning is given to the abbreviation
DP	Data Pack
GA	General Arrangement Drawing
NCR	Non-conformance report
PQP	Project Quality Plan
QCP	Quality Control Plan
SANS	South African National Standards previously South African Bureau of Standards (SABS)



<b>Abbreviation</b>	<b>The meaning is given to the abbreviation</b>
SHE	Safety, Health & Environment
TP	Transnet Property
Codes and Standards	Means the design and construction codes and standards that are applicable to the <i>Works</i>
Guaranteed performance parameters	Means the performance parameters and values stipulated in the Guaranteed Performance Schedule contained herein that the <i>Contractor</i> warrants and guarantees to the <i>Employer</i> that the Plant will achieve when being operated
shall	Means that the requirement is mandatory
CA	Contract Administrator
CQA/QCM	<i>Contractor's</i> Quality Assurance/Quality Control Manager
CDR	<i>Contractor</i> Documentation Register
CDS	<i>Contractor</i> Documentation Schedule
QCP	Quality Control Plan
AIA	Approved Inspection Authority
CSHEO	<i>Contractor's</i> Safety Health and Environmental Officer
CHSMP	<i>Contractor's</i> Health and Safety Management Plan
CM	Construction Manager
PSIRM	Project Site Industrial Relations Manager
PSPM	Project Safety Program Manager
PSSM	Project Site Safety Manager
ProjM	<i>Project Manager</i>
ProjEM	Project Environmental Manager
ProjEO	Project Environmental Officer
QA	Quality Assurance
SANS	South African National Standards
SES	Standard Environmental Specification
SHERQ	Safety, Health, Environment, Risk and Quality

## 2 Engineering and the *Contractor's* design

### 2.1 *Employer's* Design

2.1.1 The *Employer* shall not be responsible for any designs.

## **2.2 Contractors Design**

2.2.1 The *Contractor* shall take full responsibility for the production of all designs. Any specialist studies required in order to produce the detailed designs shall be for the *Contractors* account.

2.2.2 The *Contractor* shall take note of the following:

- There are series of tunnels and sub-surface buildings located underneath the site where the new multi-storey parkade is planned to be located. Additionally, from historical geotechnical information, it has been established that the soils condition in the area are poor at extended depths of up to 30m which might mean that the parkade structure cannot be founded on shallow foundations and it is most likely that piling will be required for the foundations. The piling layout will have to be carefully considered so that interaction between the existing underground facilities and the piles construction is avoided. It is therefore recommended that the *Contractor* undertake detailed topographic and underground services surveys as well as detailed geotechnical and seismic surveys in order to facilitate the production of its design
- The underground buildings discussed above are more than 60 years old and therefore are subject to the rules and regulations applicable to heritage facilities as dictated by the relevant authorities
- The parkade is expected to be designed as a modern, high tech facility and as such it is expected to be designed with all services and amenities expected of such a facility. These include but are not limited to: security and access control, CCTV, fire protection, vertical transportation, autonomous control systems etc

All designs are not approved unless so sanctioned by the *Employer*.

## **2.3 Review and Acceptance of Contractor Documentation**

2.3.1 The *Contractor* submits documentation as the '*Works Information*' requires to the *Project Manager* for review and acceptance.

2.3.2 In undertaking the '*Works*' (including all incidental services required), the *Supplier* shall conform and adhere to the requirements of the '*Contractor Document Submittal Requirements*' as stated by the *Employer*.

## **2.4 Other requirements of the Contractor's design**

2.4.1 The *Contractor's* design complies with the following:

All latest revisions of the regulations, standards, etc, applicable to the '*Works*'.

All designs are not approved unless so sanctioned by the *Employer*.

## **2.5 Use of Contractor's design**

2.5.1 The *Contractor* grants the *Employer* a licence to use the copyright in all design data presented to the *Employer* in relation to the works for any purpose in connection with

the construction, re-construction, refurbishment and extension of the works with such licence being capable of transfer to any third party without the consent of the *Contractor*.

- 2.5.2 The *Contractor* vests in the *Employer* full title guarantee in the intellectual property and copyright in the design data created in relation to the *works* conducted on the premises.

## **2.6 As-built drawings, operating manuals and maintenance schedules**

- 2.6.1 The as-built drawings, operating manuals and maintenance schedules must be submitted in a soft copy format and hard copy drawings and all other requirements needed to enable the works to function.

- 2.6.2 The *Contractor* provides the following:

- The as-built drawings, operating manuals and maintenance schedules must be submitted in a soft copy format, hard copy drawings and all other requirements needed to enable the works to function.
- Submission of Building Plans for approval to commence works
- Submission of and Obtaining council approved drawings, fire clearance and occupancy certificates

### **2.6.3 As-Built/Final Documentation**

In undertaking the '*Works*' (including all incidental services required), the Supplier shall conform and adhere to the requirements of the '*Contractor* Document Submittal Requirements' as stated by the *Employer*.

### **2.6.4 Installation, Maintenance and Operating Manuals and Data Books**

In undertaking the '*Works*' (including all incidental services required), the Supplier shall conform and adhere to the requirements of the '*Data Books and Manuals*' and the '*Contractor* Documentation Submittal Requirements' as stated by the *Employer*.

## **2.7 Approval of *Contractors*' design**

- 2.7.1 The *Contractor* shall appoint qualified and registered Engineers and a professional architect (as applicable) to approve and sign off on all the *Contractors* designs before submitting to the *Employer* for acceptance.

### 3 Construction

#### 3.1 Temporary works, Site services & construction constraints

##### 3.1.1 *Employer's* Site entry and security control, permits, and Site regulations:

The Site is located within an operational area of the *Employer* and the *Contractor* shall ensure the safe operations to and around the Site at all times. This shall entail the provision of protective barriers, signs, etc. for the protection and direction of people within the precinct.

The *Contractor* shall organize the work to cause the least possible inconvenience to other construction activities or operations at the Site or surrounding. The Site is located within a designated Secure Area, and accordingly, all access into the area will be through a gate with access control. The *Contractor* shall keep the access gates/doors locked at all times. If any security problems are noticed, the *Contractor* shall immediately notify the *Project Manager*.

The *Contractor* shall obtain the necessary entry permits for all staff working within the area per the access control requirements of the *Employer* and shall issue each personnel member with an appropriate identification card.

All costs incurred in providing construction personnel with ID cards and access permits shall be borne by the *Contractor*.

The site establishment area shall be signposted and be compliant with the relevant safety regulations and restrictions that might be in place until the *Contractor* has de-established from the site and comply with OHS Act 85 of 1993.

The *Contractor* is responsible for the security of the *Works* until completion and hand-over and must make his arrangements for security and the safekeeping of his property. The *Contractor's* watchmen are allowed on Site for this purpose.

The fullest collaboration between the *Contractor*, the *Employer's* Operations/Services Manager, and the *Project Manager* is essential regarding the continued operations of the *Employer*.

Housing of the *Contractor's* people on site is not permitted.

##### 3.1.2 The *Contractor* shall comply with the following requirements of the *Employer*:

As per paragraph 3.1.1 above.

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

The working hours shall be under the requirements of the South African Department of Employment and Labour or with the agreement of the relevant trade unions. This information relating to working hours shall be supplied to the *Project Manager* before the commencement of the proposed working hours.

The contractor's staff shall be confined to the working area and defined access routes and shall not be allowed to be present in other areas of the *Employer*. *Contractor* staff found disobeying this instruction will be subject to disciplinary action.

##### 3.1.4 The *Contractor* keeps daily records of his people engaged on the Site and Working Areas (including Subcontractors) with access to such daily records available for inspection by the *Project Manager* at all reasonable times.

### 3.1.5 Health and safety facilities on Site:

At all times during construction, the *Contractor* is responsible for the safety of all persons on the Site and on the equipment and shall have the necessary systems and procedures in place to effectively manage this to H & S requirements in addition to those of the OHS Act and Regulation (85 of 1993, CR 2014).

### 3.1.6 Environmental controls, fauna & flora, dealing with objects of historical interest:

The *Contractor* shall perform the *Works* and all construction activities within the Site and Working Areas having due regard for the environment and environmental management practices.

### 3.1.7 Title to Materials from demolition and excavation

The *Contractor* has title to all Materials arising from excavation and demolition in the performance of the works. The *Project Manager* shall instruct the *Contractor* how to label, mark, set aside, and/or dispose of such Materials for the benefit of the *Employer* under ECC Clause 73.1.

### 3.1.8 Cooperating with and obtaining acceptance of others

During the contract, departments of Transnet, Tenants, and other Contractors may be working in the general area surrounding the working area. The *Contractor* must make allowance for the necessity to interface with the activities of Others, and to allow for safe access and working conditions.

At least some of the Site work may take place while the adjacent areas will be in operation. The *Contractor* shall take all necessary steps for his *Works* not to interfere with operations and to ensure that normal traffic flow around the sites is not affected.

The success of the project depends on the effective co-operation of all Contractors on site, and the *Contractor*, if necessary, must discuss his program on a day-to-day basis with the *Project Manager* to ensure effective coordination.

### 3.1.9 Publicity and progress photographs

The *Contractor* treats all information gained through his appointment on this project as strictly confidential. The *Contractor* is not allowed to prepare or present any paper, publish an article in a technical journal, or derive publicity for his business which makes any reference to any aspect of the work on this project unless the *Employer* grants special permission, in writing, for the purpose.

The *Contractor* provides a comprehensive photographic record of the progress of the *Works* by taking photographs at weekly intervals. The initial photographs are to be taken at the start of the project, immediately before the commencement of any work. As far as possible each set of photographs shall be taken from the same locations as the previous set.

The areas to be photographed and the number of photographs in each area will be determined by the *Project Manager*.

Progress photographs of all manufacturing work carried out off-site are also required.

Photographs are to be submitted in JPEG format, with a minimum resolution of 1200 x 800. Each set of photographs must be accompanied by an index showing:

- Contract reference
- Photograph file reference
- Date of Photograph
- Subject matter.

3.1.10 The *Contractor* does not advertise the contract or the project to any third party, nor communicate directly with the media (in any jurisdiction) whatsoever without the express written notification and consent of the *Project Manager*.

#### 3.1.11 *Contractor's* Equipment

All Equipment supplied and used by the *Contractor* on Site shall be selected and operated in such a way that design loadings of the particular areas are not exceeded and that damage to all existing surfaces and services are avoided. The *Contractor* will be required to repair, at his own cost and to the satisfaction of the *Project Manager*, any such damage caused by him.

The *Contractor* shall keep daily records of all Equipment used on Site and the Working Areas with access to such daily records available for inspection by the *Project Manager* at all reasonable times.

All equipment necessary for the *Works* shall be provided and allowed for by the *Contractor*.

3.1.12 The *Contractor* keeps daily records of his Equipment used on Site and the Working Areas (distinguishing between owned and hired Equipment) with access to such daily records available for inspection by the *Project Manager* at all reasonable times.

#### 3.1.13 Equipment provided by the *Employer*

No Equipment will be provided by the *Employer*.

#### 3.1.14 Site services and facilities:

When required in terms of the delivery methodology, a Site will be made available to the *Contractor* as erection Site and for all his Working Areas.

An electric supply point is available to the *Contractor* at this site, but the *Contractor* is responsible for connecting up and for cabling in the working area.

A potable water supply point is available to the *Contractor* at this site, but the *Contractor* is responsible for connecting up in the working area.

The *Contractor* shall make his arrangements for the supply of other services such as fire protection, lighting, and all other services required for undertaking the *Works*.

Wherever the *Employer* provides facilities for the *Contractor's* use within the Working Areas and the *Contractor* adapts such facilities for use, then the *Contractor* makes good

and provides full reinstatement to the area (including all apparatus of the *Employer* and Others in, on or under the land) and surrounding areas to its original standard upon dismantling of such facilities and hand-back to the *Employer*.

### 3.1.15 Facilities provided by the *Contractor*:

The *Contractor* submits the following drawings to the *Project Manager* for acceptance before commencing with the establishment of the site facilities:

- Layout drawing of the proposed contractor's facilities

The *Contractor* must ensure that the working area is well lit and obstacles and hazards are marked.

The *Contractor* must maintain the working area in a neat and tidy condition to the satisfaction of the *Project Manager*.

The *Contractor* must make his arrangements for the disposal of sewerage and wastewater. Sewerage may not be disposed of on-site. Transnet facilities may only be used upon the approval of the *Employer*.

The *Contractor* must make his arrangements for telecommunication facilities, if required, for his use during the execution of the *Works*.

The *Contractor*, within fourteen days after completion, must completely remove from the site all his plant, materials, equipment, stores, or any other asset belonging to him and leaves the site in a tidy condition to the satisfaction of the *Project Manager*. No excess or discarded materials, plants, or stores may be buried or dumped within the *Employer's* boundaries.

Unless expressly stated as a responsibility of the *Employer*, Site services, and facilities, all residual requirements for the provision of facilities and all items of equipment necessary for the *Contractor* to Provide the *Works* remains the responsibility of the *Contractor*.

3.1.16 Wherever the *Contractor* provides facilities (either his own or for the *Project Manager* and/or Supervisor) and all items of Equipment, involving, inter alia, offices, accommodation, laboratories, Materials storage, compound areas, etc., within the Working Areas, then the *Contractor* makes good and provides full reinstatement to the area (including all apparatus of the *Employer* and Others in, on or under the land) and surrounding areas to its original standard, upon dismantling of such facilities and items of Equipment.

3.1.17 Unless expressly stated as a responsibility of the *Employer*, Site services, and facilities, all residual requirements for the provision of facilities and all items of equipment necessary for the *Contractor* to Provide the *Works* remains the responsibility of the *Contractor*.

3.1.18 Existing premises, an inspection of adjoining properties and checking work of Others

The *Contractor* will be held responsible for any damage to existing structures and services caused by him during the execution of this Contract, fair wear and tear excluded, and shall repair damage to the satisfaction of the *Project Manager* before completion of the *Works*.

For this purpose, a joint inspection with the *Project Manager* and the *Contractor* will be carried out before occupation of the *Works* and any existing damage noted. Repair work to damaged existing structures and services may be carried out during the contract period or the defect correction period if so authorized. The *Contractor* will be required to conduct a photographic site survey of the occupied area showing existing structures and services. This report must be submitted to the *Project Manager* for approval and will be used in assessing the damages to structures and services if applicable.

#### 3.1.19 Survey control and setting out of the works

Immediately after the starting date, and before final design, the *Contractor* shall survey the complete site of final operation of the equipment or, if the site of final operation is not completed yet, obtain the necessary site arrangement and interface drawings from the *Project Manager*. This survey serves to confirm dimensions and relative positions of all things, existing or to be supplied by Others, that will interface with the equipment, for example, location of electrical power supply points.

It is the *Contractor's* responsibility to ensure that the equipment supplied in terms of the contract interfaces successfully with all existing infrastructure.

Any deviation from the data supplied by the *Employer* in the *Works* Information must be brought under the attention of the *Project Manager* and discussed and finalized with the *Project Manager* before the final design of the equipment.

#### 3.1.20 Other existing services, cable and pipe trenches and covers

The *Contractor* must, in collaboration with the Supervisor, ascertain whether or not the service is live. The *Contractor* shall not uplift any such service unless he is instructed to do so.

The *Contractor* shall be held responsible for any damage to known services and he shall take all necessary measures to protect them. In the event of a service being damaged, the *Contractor* shall immediately notify the Supervisor. The *Contractor* shall not repair any such service unless he is instructed to do so.

#### 3.1.21 Where the *Contractor* encounters other existing services / existing services cables/pipe, the *Contractor* should notify the *Project Manager*.

#### 3.1.22 Control of noise, dust, water, and waste

All Site activities must comply with the relevant parts of legislation.

#### 3.1.23 The *Contractor* notifies the *Project Manager* of the elements of the works which are to be covered up.

### 3.2 Completion and correction of Defects

#### 3.2.1 The work to be done by the Completion Date

On or before the Completion Date the *Contractor* shall have done everything required to Provide the *Works* including the work listed below which is to be done before the Completion Date and in any case before the dates stated. The *Project Manager* cannot certify Completion until all the work listed below has been done and is also free of



Defects, which would have, in his opinion, prevented the *Employer* from using the works and Others from doing their work.

### 3.2.2 Use of the works before Completion has been certified

In terms of *Clause 35.2 in ECC the Employer may use any part of the works before Completion has been certified.*

### 3.2.3 The *Contractor* ensures that the *Project Manager* has a full and accurate dossier of As-built documents that represent the status of the completed works (to include Plant within the works) to present to the *Employer*.

### 3.2.4 Access given by the *Employer* for correction of Defects

Clause 43.4 requires that the *Project Manager* arrange for the *Employer* to allow the *Contractor* access to and use of a part of the works, which has been taken over if needed to correct a Defect. After the works have been put into operation, the *Employer* may require the *Contractor* to undertake certain procedures before such access can be granted.

### 3.2.5 The *Contractor* complies with the following constraints and procedures of the *Employer* where the *Project Manager* arranges access for the *Contractor* after Completion:

Where the *Contractor* has to return to Site after Completion to rectify notified Defects, the *Employer* may either impose the same Site access/egress restrictions as communicated elsewhere under C3.1 *Employer's Works* Information at the starting date/access date stated under Contract Data - Part One, or as the works are now in use or the *Employer's* occupation of the Site may be incrementally or substantially changed post Completion, there may be further access/egress restrictions stated here at paragraph 3.2.13 of C3.1 *Employer's Works* Information.

## 4 Plant and Materials Standards and Workmanship

### 4.1 Scope of works

#### 4.1.1 Description of works

The table below describes in detail, the activities comprising the *Works* that must be completed by the *Contractor* to the total satisfaction of the *Employer*, enabling the *Employer* to formally acknowledge and accept the *Works* completion by issuing a Completion Certificate to the *Contractor*, approve the quality and workmanship of the *Works* and finally take ownership, via a formalised handover process, of the *Works*. The activities listed in

must be read in conjunction with the drawings provided to the contractor as all details, sizes, dimensions, specifications etc. are included on the drawings.

The individual items in the table below are described in reference to the drawings provided to the *Contractor* by the *Employer*. Thus, anything built/constructed by the

*Contractor* concerning any of the engineering specific disciplines, shall be in accordance with the drawings provided to the *Contractor* by the *Employer*.

The Scope of *Works* pertinent to the construction work are inclusive of inductions, permitting, all SHERQ requirements as per the *Employer's* requirements, risk assessments by relevant authorities as determined by the *Employer* and Statutory Bodies, inspections and audits, planning, all Plant and Materials and Equipment required to undertake the complete scope of the works, access requirements for Plant and Materials and Equipment, certification of Equipment and vessels, fuels and lubricants and any other consumables, demolition and disposal of existing materials and equipment, procurement, offloading, material and equipment handling, storage, fabrication, equipment and infrastructure refurbishment, testing, modifications, welding, bolting, production, corrosion protection, rigging, trial fitting, marking, packing, transportation, civil and structural and electrical and control installations complete, electrical and control system hook-ups, terminations and wiring which include the supply of all cabling, punch listing, cold and hot commissioning, trial operation, handover and project management and any other requirements not specifically mentioned but required as per industry and engineering and construction legislation and requirements.

#### **Summary of 96 Rissik Building Parking Requirements:**

Number of Employees as Per Project Brief = 482

Maximum Number of Employees Per Design Limit of the Building = 910

Minimum Number Parking Required Based on 4bays/100 GLA = 629

Current Parking Allocated on the Project = 134

Parking Shortfall = 495

The envisaged scope of works includes the following:

Submission of Building Plans for approval to commence works

Project management and construction management

Engineering design and detailing

Town planning/zoning

Condition Assessment

Valuations and appraisals

Feasibility studies and financial modelling

Concept review and development

Detailed Engineering and construction drawings

Stakeholder management and social facilitation

Execution

Commissioning

Post execution plan

Submission of and Obtaining council approved drawings, fire clearance and occupancy certificates

The physical performance will be as follows:

- Safe and reliable building systems
- Water and energy conservation through the incorporation of latest technology
- Increased lifespan of buildings
- Improved accessibility (for PWD and emergencies) and comfort (good lighting, HVAC, etc.) within the working environment
- Compliance with standards and regulations
- Infrastructure that accommodates the required number of occupants and allow for future growth
- Enough parking space for visitors and employees

The provision of the new multidisciplinary *Works* shall be complete with all ancillaries as required to conform to the following:

- Relevant norms, standards, codes and legislation
- SHERQ requirements
- Municipal by-laws
- Specifications and general engineering best practices

The *Contractor* shall be responsible for any statutory approvals over and above those that may have already been undertaken by the *Employer*.

4.1.2 On completion of the *Works* by the *Contractor* to the Employers satisfaction and approval, the *Contractor* shall take full responsibility for the testing, commissioning, and handover of the facility to the *Employer* including submission of and obtaining council approved drawings, fire clearance and occupancy certificates

## 4.2 Employers Requirements

The *Employer* requires that the *Contractor* shall submit with its tender:

- detailed method statements describing the demolition and construction works. The civil, structural designs, lift core and post tensioned structural elements should each have their own methodologies which describe and elaborate the procedures that will be used to execute these demolitions. The *Contractor* shall be required to update and submit a revised methodology (for *Employer* acceptance) for the demolition work once the construction work has commenced and the *Contractor* has had an opportunity to conduct further site investigations
- a highly detailed technical description of the works and its proposed construction methodology which includes a detailed technical reference to the Heritage

Classification of the building and its approach to executing the works on a Heritage building,

- a Level 4 construction schedule in Microsoft Office Project format (2016 or earlier) for the project in sufficient detail that the *Employer* is able to determine the suitability and technical advantages of the tenderers submission, and specifically able to ascertain why the tenderers submission is technically compliant and superior in respect of the construction methodology and techniques that the tenderer is proposing.

#### 4.3 Summary of the General Requirements for the *Works*

A summary of the Employers requirements for the execution of the *Works* is set out below, but is provided for introductory purposes only and is not exhaustive of the Employers requirements.

The contractor confirms by its tender submission that all necessary and required equipment, tools, materials of construction and personnel to properly perform the contractors obligations under this Contract have been understood by the contractor and shall be inclusive of:

- Project management of the execution of the *Works*
- Engineering design and detailing, including construction drawings
- Planning, scheduling and reporting to the *Employer*
- Submission of Building Plans for approval to commence works
- Submission of and obtaining council approved drawings, fire clearance and occupancy certificates
- The production and implementation of QCP`s to demonstrate compliance with the requirements of the Contract
- Ensuring that the completed *Works* shall comply with the Codes and Standards and any other applicable statutory requirements
- Selection of suitable materials (where not already specified herein)
- Procurement of the Employers preferred specialists
- Purchase, fabrication, manufacture, supply, installation, testing, and commissioning required to meet the Employers Requirements for the Project
- Workshop and offsite inspection and testing
- Factory acceptance testing and any other performance testing of equipment as instructed by the *Employer* and to the Employers satisfaction before the equipment is sent to the site
- Preparation and protection of structural surfaces in compliance with the relevant Codes and Standards
- Packing, marking and protection for shipping / transport
- Procurement, transportation and transfer supervision of the Goods
- Scaffolding design and installation
- All lifting and rigging equipment required for the entire works
- All structural, mechanical, sand blasting and complete corrosion protection required for steelwork

- Construction, erection, assembly, installation and supervision of the *Works*
- Detailed Construction Methodologies for all aspects of the work including demolitions, repair of heritage internal and external facades etc.
- Rigging Studies
- Scaffolding – The *Contractor* is responsible in his design for the overall integration of the design of the *Works* with the design of the *Employer* as stated in *Employer's* design. Additionally, the *Contractor* shall be solely responsible for the design of any temporary *Works* required to execute the scope of works.
- Specialist installation and installation supervision
- All specialized tools required to complete the installation
- Site inspections, surveys and any specialized testing
- Removal and safe disposal, as approved by the *Employer*, of all scrap and rubble generated by the contractor to an approved dump site
- Supply of Commissioning spares,
- Supply of any spares required for a 12months operating period
- All documentation for statutory and regulatory compliance, project controls, training and the operation and maintenance of the *Works*
- Supply of all the Contractors documentation including “as-built” marked up drawings, operation and maintenance manuals in sufficient detail to enable the *Employer* to maintain and repair the works together with all test certificates
- All tests on completion and results
- Training of the Employers staff

#### **4.4 Contractors Acceptance of the Information Provided by the *Employer***

The acceptance of the descriptions, specifications and requirements contained herein shall not relieve the contractor of its responsibilities in terms of the construction requirements and its relation to the applicable codes and standards, Employers requirements, legislation and engineering good practice.

The preparation of the *Contractor's* Documents for the *Works* shall be the responsibility of the *Contractor*. The *Contractor* shall ensure that its execution and completion of the *Works* comply with the Laws in the Country, the documents forming the Contracts and good engineering and construction practices, methods, equipment and procedures usually employed in engineering, design, procurement, construction, operation and maintenance.

#### **4.5 Applicable Codes and Standards**

The following Standards are applicable:

- BS: British Standards
- ISO: International Standards Organisation
- SANS: South African National Standards
- IEC: International Electro-Technical Commission

The following Codes are applicable:

- BS 8007 – Water Retaining Structures
- SANS 1200 A – General
- SANS 1200 C – Site Clearance
- SANS 1200 D – Earthworks
- SANS 1200 DB – Pipe Trenches
- SANS 1200 LB – Bedding (Pipes)
- SANS 1200 LC – Cable Ducts
- SANS 1200 LD – Sewers
- SANS 1200 LE – Stormwater Drainage
- SANS 1200 MF – Bases
- SANS 1200 MH – Asphalt Base and Surfacing
- SANS 1200 AH – General (Structural)
- SANS 1200 G – Concrete
- SANS 1200 H – Structural Steel
- PART S - Persons with disabilities
- PART T - Fire Protection
- PART W - Fire Installation
- PART XA - Energy usage in buildings.
- SANS 10252-1 - Water Supply and Drainage for Buildings – Part 1: Water Supply Installations for Buildings.
- SANS 10252-2 - Drainage Installation for buildings
- SANS 241-2 - Drinking-Water.
- SANS 151 - Fixed electric storage water heaters.
- SANS 10254 - The installation, maintenance, replacement, and repair of fixed electric storage water heating systems.
- SANS 1091: 2012 – ED 2 - National Colour Standard.
- SANS 428 - Fire performance classification of thermally insulated building envelope systems
- SANS 1253 - Fire doors and fire shutters.
- SANS 10287 - Automatic sprinkler installations for firefighting purposes
- SANS 10131 - Above ground storage for petroleum products
- SANS 10139 - Fire detection and alarm systems for buildings- Design, install and maintain.
- SANS 1128 – 1 and 2 - Installation, Maintenance and Servicing of Fire Hydrants
- SANS 1186 - Fire Escape and Fire Equipment Signage.
- SANS 10114-2 - Interior Lighting Part 2: Emergency Lighting
- SANS 10177-5 - Non-combustibility at 750
- NFPA standard - Clean agent fire extinguishing systems

- NFPA 13 - National Fire Protection Association – Standard for the Installation of Sprinkler Systems Design Criteria.
- NFPA 37- Installation and use of stationary combustion engines and gas turbines
- EN 12101 - Smoke and heat control systems
- SANS 204 - Energy efficiency in buildings
- SANS 1545-1 - Safety rules for the construction and installation of lifts — Part 1: Electric lifts
- SANS 1545-5 - Safety rules for the construction and installation of lifts — Part 5: Electric and hydraulic access, goods only lifts
- SANS 1545-9 - Safety rules for the construction and installation of lifts — Part 9: Lift landing doors — Fire resistance testing
- SANS 14798 - Lifts (elevators), escalators and passenger conveyors — Risk analysis methodology
- SANS 50081-1 - Safety rules for the construction and installation of lifts — Part 1: Electric lifts
- SANS 50081-21 - Safety rules for the construction and installation of lifts — Lifts for the transport of persons and goods — Part 21: New passenger and goods passenger lifts in existing building
- SANS 50081-20 - Safety rules for the construction and installation of lifts – Lifts for the transport of persons and goods – Part 20: Passenger and goods passenger lifts
- SANS 50081-50 - Safety rules for the construction and installation of lifts – Examinations and tests – Part 50: Design rules, calculations, examinations and tests of lift components
- SANS 53015 - Maintenance for lifts and escalators — Rules for maintenance instructions
- SANS 2001-CC1 – Construction works – Part CC1: Concrete *Works* (Structural)
- SANS 2001-CS1 – Construction works – Part CS1: Structural Steelwork
- SANS 10100-1 – The structural use of concrete Part 1: Design
- SANS 10100-2 – The structural use of concrete Part 2: Materials and execution of work
- SANS 10144 – Detailing of steel reinforcement for concrete
- SANS 10160 – Basis of structural design and actions for buildings and industrial structures
- SANS 10162-1 – The structural use of steel Part 1: Limit-states design of hot-rolled steelwork
- SANS 10162-2 – The structural use of steel Part 2: Cold-formed steel structures
- SANS 10400 – The application of the National Building Regulations
  - PART A – General Principles and Requirements
  - PART B – Structural Design
  - PART C – Dimensions
  - PART D – Public Safety

- PART F – Site Operations
- PART G – Excavations
- PART H – Foundations
- PART O – Lighting and Ventilation
- PART P – Drainage
- PART R – Stormwater Disposal
- SANS 10142 -1 - Code of Practice for the wiring of premises.
- SANS IEC 60614 (1) - General requirements of conduits.
- SANS 61035 - Installation of Conduit Fittings.
- SANS IEC 61084 - Electrical Installation Ducting & Trunking Systems.
- SANS 1507 & 1574 - PVC Insulated Single Core Voltage Conductors.
- SANS 1464 and IEC 598-1 - Mounting & Positioning of Luminaires.
- SANS 10389-1 Exterior lighting, Part 1: Artificial lighting of exterior areas for work and safety.
- SANS 10098-1 Public lighting, Part 1: The lighting of public thoroughfares.
- SANS 10225 The design and construction of lighting masts as amended
- SANS 475 Floodlighting luminaires
- SANS121:2011 Accredited Hot dip Galvanised plants
- SANS 1973/61439 - Distribution Boards.
- SANS 1973-1 - Low voltage switchgear & control gear
- SANS 10222-5-1-2:2007 Electrical security installations CCTV installations – CCTV surveillance systems for use in security applications: System design requirements
- SANS 10222-5-1-2:2007 Electrical security installations CCTV installations – CCTV surveillance systems for use in security applications: Operational requirements
- SANS 10222-5-1-2:2007 Electrical security installations CCTV installations – CCTV surveillance systems for use in security applications: Installation, planning and implementation requirements
- SANS 10222-5-1-2:2007 Electrical security installations CCTV installations – CCTV surveillance systems for use in security applications: Testing, commissioning and hand-over requirements
- SANS 10313 - Code of Practice for the Protection of Structures against Lightning.
- Occupational Health & Safety Act 85 of 1993.
- The Local Authority by-laws and any special requirements for the district concerned.
- Local Fire Regulations.
- National Building Regulations
- SABS 0140-1978 - Identification colour marking



- Machinery and Occupational Safety Act

The contractor shall refer to the latest standard and codes available.

#### **4.6 Employer specifications**

##### **4.6.1 South African National Standard**

The application of the National Building Regulations (SANS 10400) is to be strictly adhered to.

##### **4.6.2 Manufacturer's instructions and specifications**

All materials and products shall be used and installed in strict accordance with the manufacturer's instructions and specifications

##### **4.6.3 Use of locally manufactured materials and products**

Materials and products manufactured in South Africa shall be used in carrying out the work to which this specification refers, unless an imported product is prescribed specifically, or when no suitable locally manufactured product for the specific use is available.

##### **4.6.4 Samples**

The *Contractor* shall furnish samples and/or certificates as called for or may be called for by the Project manager. Materials and/or workmanship not corresponding with approved samples may be rejected. Samples for approval shall be required for paint colours, joinery with associated finishes, furniture, wall finishes, ceiling finishes, floor finishes, windows, shopfronts, and face brick sample wall (2m<sup>2</sup>). These approved samples shall remain on site for the duration of the *Works*.

##### **4.6.5 Mortar Joints**

Mortar joints to face brickwork generally shall be 10mm in thickness (unless otherwise specified) with level bedding joints, vertical perpend. Half round recessed and shall be well rubbed with a standard jointing tool of suitable size to ensure that the entire exposed surface on the joint presents a smooth and polished appearance.

##### **4.6.6 Glazing**

All laminated safety glass shall carry the Manufacturer's warranty against all manufacturing defects and discoloration for a minimum period of 5 years. A SANS-approved stencil mark is to appear in a prominent place on all types of safety glass.

##### **4.6.7 Shopfronts and windows**

Installation certificate by AAMSA approved contractor is required for all shopfront installations.

Installations to comply with SANS 10400 XA

The drawings provide a guideline to the type of shopfront and window systems that are to be designed by the *Contractor*. (See also Part 2.2 of this document; design by contractor)

#### 4.6.8 Partitions

Fire rating certificate to be provided.

#### 4.6.9 Protection of works

The *Contractor* shall provide all necessary dust sheets, hoarding, etc. and shall exercise all necessary care to prevent marking surfaces, walls, floors, glass, electrical fittings, etc. and shall keep all parts of the works perfectly clean and free at all times from spotting, accumulation of rubbish, debris of dirt arising from the operations. Any surface disfigured or otherwise damaged shall be completely renovated or replaced as necessary by the *Contractor* at his own expense to the Supervisor's approval. The premises shall be left clean and fit for occupation after the work.

#### 4.6.10 Demolition

The *Contractor* shall carefully remove, clean, and store material that has been demolished for re-use in the construction works. Any floors, walls, and surfaces damaged shall be made good by the *Contractor*.

#### 4.6.11 Responsibilities Of The *Contractor*

##### a) Sub-Contractors

- Any work which Tenderers intend subcontracting must be listed in the Tender showing the names of the intended *Contractor*. If these are deemed suitable then no deviation will be permitted without the authorization of the *Employer*.

##### b) Ordering of Equipment and Materials

- The *Contractor* shall be responsible to ensure that the project programme is adhered to and that no delays are caused by late deliveries of equipment and materials. All other activities which must proceed with the placing of orders must be taken into account when the *Contractor* schedules his activities.

##### c) Storage of Materials and Equipment

- The *Contractor* shall be responsible for the proper storage of all materials and equipment on site to ensure protection against the elements, damage by impact, dirt, builder's rubble dust theft etc.

##### d) Protection of the *Works*

- The *Contractor* shall programme his work to avoid damage by other Trades and shall be responsible for the protection of the works against such damage until handover to the Client.

e) Accessibility

- The *Contractor* shall plan suitable accessibility for thermometers, gauges, controls, dampers and other devices which require reading adjustment, inspection, repair removal or replacement.

## 5 List Of Drawings

### 5.1 Drawings issued by the *Employer*

The project drawing register is attached as an Annexure

## SECTION 2

### 6 Management and start up

#### 6.1 Management meetings

Regular meetings of a general nature may be convened and chaired by the *Employer* as follows:

<b>Title and purpose</b>	<b>Approximate time &amp; interval</b>	<b>Location</b>	<b>Attendance by:</b>
Risk register and compensation events	Weekly	TBA	<i>Project Manager</i> (and appropriate delegates) and <i>Contractor</i> (appropriate key persons)
Overall contract progress and feedback	Weekly	TBA	<i>Project Manager</i> (and appropriate delegates) and <i>Contractor</i> (appropriate key persons)
SHE meetings	Monthly	TBA	<i>Project Manager</i> (and appropriate delegates) and <i>Contractor</i> (appropriate key persons)

Meetings of a specialist nature may be convened as specified elsewhere in this *Works* Information or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the works. Records of these meetings are to be submitted to the *Project Manager* by the person convening the meeting within five days of the meeting.

All meetings are to be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or registers are not to be used to confirm actions or instructions under the contract as these are to be done separately by the person identified in the conditions of contract to carry out such actions or instructions.

#### 6.2 Safety Risk Management

##### 6.2.1 Health and Safety Standard

The *Contractor* must comply with the requirements of the Transnet's Health and Specification and OHS Act of 85, 1993 and its applicable Regulations.

##### 6.2.2 *Contractor's* General Requirements for Health and Safety

The *Contractor* is solely responsible for carrying out the work under the Contract having the highest regard for the health and safety of its employees, Transnet's employees and persons at or in the vicinity of the Site, the *Works*, temporary work, materials, the property of third parties and any purpose relating to the *Contractor* carrying out its obligations under this Contract.

The *Contractor* must initiate and maintain safety precautions and programs to conform to all applicable Health and Safety laws or other requirements, including requirements of any applicable government instrumentality and client corporate, business unit and site requirements. The *Contractor* must, at its own cost, erect and maintain safeguards for the protection of workers and the public. The *Contractor* must manage all reasonably foreseeable hazards created by performance of the work. The *Contractor* must:

- Provide all things and take all measures necessary for maintaining proper personal hygiene, ensuring safety of persons and property and protecting the environment at or near the Site.
- Avoid unnecessary interference with the passage of people and property at or near the Site.
- Prevent nuisance and excessive noises and unreasonable disturbances in performing the Services.
- Be responsible for the adequacy, stability and safety of all of its site operations, of all its methods of design, construction and work and be responsible for all of the work, irrespective of any acceptance, recommendation or consent by Transnet, its Contractors, employees, agents and invitees, or any Government Body.

Costs for the above are borne by the *Contractor*. The *Contractor* is responsible for ensuring that all of its Sub-Contractors comply with the relevant legislation(s) and statutory regulations for health and safety, the Transnet Health and Safety requirements included in the Contract and other document pertaining to health & safety contained in the Programme Health & Safety Management System and include standards, policies, procedures, guidelines and safe work instructions.

### 6.2.3 ***Contractor's* Health and Safety Management**

The *Contractor* must prepare, implement and maintain a project-specific Health and Safety Management Plan. The plan must be based on the requirements set out in this specification as well as all applicable legislation. It must cover all activities that will be carried out on the project site(s), from mobilisation and set-up through to rehabilitation and decommissioning.

The plan must demonstrate the *Contractor's* commitment to health and safety and must, as a minimum, include the following:

- A copy of the *Contractor's* Health and Safety Policy; in terms of the OHS Act section 7;
- Procedures concerning Hazard Identification and Risk Assessment, including both Baseline and Task-Based Risk Assessments;
- Arrangements concerning the identification of applicable Legal and Other Requirements, measures to ensure compliance with these requirements, and measures to ensure that this information is accessible to relevant personnel;
- Details concerning Health and Safety Objectives – a process must be in place for setting objectives (and developing associated action plans) to drive continual improvement;

- Details concerning Resources, Accountabilities and Responsibilities – this includes the assignment of specific health and safety responsibilities to individuals in accordance with legal or project requirements, including the appointment of a *Project Manager*, Health and Safety Officers, Supervisors, Health and Safety Representatives, and First Aiders;
- Details concerning Competence, Training and Awareness – a system must be in place to ensure that each employee is suitably trained and competent, and procedures must be in place for identifying training needs and providing the necessary training;
- Communication, Participation and Consultation arrangements concerning health and safety, including Safety Observations and Coaching, Toolbox Talks, Daily Safe Task Instructions, project health and safety meetings, and notice boards;
- Documentation and Document Control – project-specific documentation required for the effective management of health and safety on the project must be developed and maintained, and processes must be in place for the control of these documents;
- Processes and procedures for maintaining Operational Control, including rules and requirements (typically contained in Safe Work Procedures) for effectively managing health and safety risks, particularly critical risks associated with working at heights, confined spaces, mobile equipment and light vehicles, lifting operations, hazardous chemical substances, etc.;
- Emergency Preparedness and Response procedures;
- Management of Change – a process must be in place to ensure that health and safety risks are considered before changes are implemented;
- *Sub-Contractor* Alignment procedures – a process must be in place for the assessment of sub-Contractors and suppliers with regard to health and safety requirements and performance (before any contract or purchase order is awarded);
- Measuring and Monitoring plans, including a plan for the measuring and monitoring of employee exposure to hazardous substances or agents (e.g. noise, dust, etc.) in order to determine the effectiveness of control measures;
- Incident Reporting and Investigation procedures describing the protocols to be followed with regard to incident reporting, recording, investigation and analysis;
- Non-conformance and Action Management procedures concerning the management of corrective actions;
- Performance Assessment and Auditing procedures concerning health and safety performance reporting, monthly internal audits to assess compliance with the project health and safety requirements, and daily site health and safety inspections; and
- Details concerning the Management Review process followed to assess the effectiveness of health and safety management efforts. Site Supervision
- The *Contractor* shall comply with OH&S Act – Section 8, 9, 13 and 16 and the Construction Regulations 2014.
- The *Contractor* must nominate and appoint a responsible person on site to whom the *Project Manager* may refer in connection with the *Works*. Persons are nominated for all shifts worked or whilst any activity relating to the Contract is

being performed on site, and must have the authority to bind the *Contractor* with respect to the Contract. (OH&S Act - 16 Section (2)).

- The *Contractor* must ensure that the performance of all specified *Works* is supervised throughout by a sufficient number of qualified and competent appointed representatives of the *Contractor*, who have experience in the type of work specified. (OH&S Act – Construction Reg. 8 (1) and must be registered with SACPCMP (The South African Council for Project and Construction Management Professions). as Pr. Construction Manager and CR 8 (2.)
- Note: No work may commence and or continue without Supervisory Appointees present on site. The *Contractor's* Site Supervisor must be equipped with a mobile telephone with message bank and/or pager or an equivalent communication device so that communication throughout the Contract can be maintained at all times.
- The *Contractor's* Site Supervisor must provide a list of names and contact telephone numbers of all Contractors and Sub-*Contractor's* contact persons on Site. This list is updated as a new *Contractor* or Sub-*Contractor* employee commences on Site.
- The *Contractor's* Site Supervisor must keep a record of all employees, including date of induction, relevant skills and licences, and be able to produce this list at the request of the Supervisor.
- The *Contractor's* Site Supervisor must complete manning sheets describing the day's activities, labour numbers and classifications and issue these to the Supervisor prior to 9.00 am on a daily basis.
- The *Project Manager's* Site Safety Representative is notified of any new starter with evidence of induction and site specific induction prior to commencement of work.

#### 6.2.4 ***Contractor's* Safety Officer**

The *Contractor* must appoint a full-time Health and Safety Officer for the duration of the contract who is registered with the SACPCMP (The South African Council for Project Construction Management Professions).

The Health and Safety Officer must be on site when work commences at the start of the day and must remain on site until all activities for that day (including the activities of sub-Contractors) have been completed. A Health and Safety Officer must be present during all shifts, so if work is carried out over more than one shift per day, the *Contractor* must make provision for an additional Health and Safety Officer.

Each *Contractor* registered Health and Safety Officer with SACPCMP shall be responsible for:

- Reviewing all applicable legal and project health and safety requirements and providing guidance to *Contractor* and sub-*Contractor* personnel (particularly the *Contractor's* *Project Manager*) to help ensure compliance at all times;
- Assisting with the implementation of effective hazard identification and risk management processes for all work to be carried out by the *Contractor*;

- Participating in the Baseline Risk Assessment for the *Contractor's* scope of work (prior to site establishment) and ensuring that identified control measures are implemented;
- Participating in all Task-Based Risk Assessments conducted for the work to be carried out by the *Contractor* and ensuring that identified control measures are implemented;
- Conducting *Contractor* health and safety induction training for all *Contractor* and sub-*Contractor* personnel;
- Compiling and maintaining all health and safety related documents and records required of the *Contractor*;
- Communicating relevant health and safety information to *Contractor* and sub-*Contractor* personnel (e.g. incidents and lessons learnt, leading practices, hazards, risks and control measures, etc.);
- Carrying out Safety Observations and Coaching (one per day);
- Evaluating (on a daily basis) the content of the Daily Safe Task Instructions (DSTI's) conducted by the *Contractor's* appointed Supervisors, and attending at least one DSTI each day;
- Attending monthly *Contractor* and Site Health and Safety Meetings;
- Assisting with the implementation of the *Contractor's* Health and Safety Management Plan and associated Safe Work Procedures;
- Carrying out Planned Task Observations on an ad hoc basis;
- Assisting with the implementation, testing and maintenance of an effective Emergency Response Plan for all *Contractor* and sub-*Contractor* activities;
- Responding to workplace incidents (as appropriate);
- Participating in incident investigations;
- Maintaining accurate health and safety statistics (for the *Contractor* and all sub-*Contractors*), and compiling health and safety performance reports as required;

Auditing the health and safety management system and workplace activities of the *Contractor* and each sub-*Contractor* on a monthly basis to assess compliance with the project health and safety requirements; and

Tracking and reporting on the implementation of corrective actions (arising from incident investigations, audits, inspections, etc.). The *Contractor* must ensure that they have made adequate provision of safety officers as per the *Works* information *Works* packages i.e Electrical MV and LV infrastructure Installation *Works*, Earthing and lightning protection, Construction of Multi-storey buildings or similar, Installation of automatic fire/smoke detection and suppression system and associated activities). Health and Safety Officer is adequately equipped to enable him to perform his duties effectively. Each Health and Safety Officer must be provided with the following:

- A computer with access to all necessary systems, including access to e-mail and the internet;
- A mobile telephone on contract or with adequate pre-paid airtime; and
- A vehicle where required or instructed by a nominated project management representative (depending on the size and location of the project site(s)).



- A Health and Safety Officer must be computer literate, fluent in English, and must have the following minimum qualifications, training and experience:
- At least 3 years' experience as a Health and Safety Officer on building construction projects;
- SAMTRAC, NEBOSH or MSRM (Modern Sheq Risk Management course) an equivalent training course as a minimum qualification;
- Experience and appropriate training with regard to implementing and maintaining a health and safety management system compliant with national legislation or an international standard;
- Experience and appropriate training with regard to construction related hazard identification and risk management processes;
- Competence, experience and relevant training with regard to incident investigation procedures and causation analysis;
- Health and safety auditing experience and training;
- A valid First Aid certificate of competency;
- Fire prevention and protection training; and
- A valid Driving Licence (light motor vehicle).
- Registered as a Health and Safety Officer with SACPCMP depending on the size of the project and on the risk.
- Before placing a Health and Safety Officer on the project site(s), the *Contractor* must forward a copy of the person's CV to the nominated Project Management Representative or to the Programme Health and Safety Manager for review and acceptance. A proposed candidate may be rejected should he not meet the experience and/or qualification requirements, or due to poor work performance on previous projects.

#### 6.2.5 **Contractor's Safety Manual**

The *Contractor* must provide a hard copy of its safety manual, policies and procedures to the *Project Manager* for acceptance prior to the commencement of any site work. The *Contractor* must ensure that his personnel, at all times, strictly observe and comply with the procedures set out therein. The *Project Manager* or the *Project Manager's* nominated Representative may from time to time request safety procedures applicable to the area of operations. The *Contractor* must forward to the *Project Manager* any updates or revisions to its safety manuals, policies or procedures as soon as practicable following revision or update.

The *Project Manager* may require the *Contractor* from time to time to supplement its safety manual, policies and procedures with guidelines and/or operating standards provided to the *Contractor* by the *Project Manager*. The *Contractor* must comply with such requests where the request is consistent with the requirements of the Contract. The *Contractor* must give prompt written notice to the *Project Manager* of any objection to the requested supplement, including the reasons for objection. The *Project Manager's* rights under this Clause are not intended, and must not be construed, to relieve the *Contractor* from any obligations to ensure compliance with all provisions of this Contract.

## 6.2.6 Performance Measurement and Reporting

### 6.2.6.1 Health and Safety Statistics

The Contractor and each of its Sub-Contractors must complete and submit Health and Safety statistics to the *Project Manager* or the *Project Manager's* nominated representative, or as amended by the *Project Manager*, before mid-day on the Friday of each week. The *Contractor* must submit monthly Health & Safety Statistics before mid-day on the last day of each month to the *Project Manager's* nominated representative.

### 6.2.6.2 Safety Management Records

The *Contractor* must submit to the *Project Manager* for acceptance a schedule of the specific Health and Safety records it intends to maintain for the Contract. As a minimum, such records are as specified by applicable legislation. Copies are provided to the *Project Manager* or the *Project Manager's* nominated Representative if requested.

### 6.2.6.3 Field Technical/Safety Audit by the Project Manager

The *Project Manager* or the *Project Manager's* nominated Representative has the right to conduct audits/inspections of the Consultant, Professional Service Provider (PSP) and *Contractor* Safety Management Plan implementation, operations, equipment, emergency procedures, etc., at any time, and the *Contractor* must fully cooperate with the *Project Manager* or the *Project Manager's* nominated Representative during such audits/inspections. The *Project Manager's* rights under this clause does not, must not and will not relieve the Consultant, Professional Service Provider (PSP) and *Contractor* of its own obligations to conduct audits and reviews of its own Health and Safety performance.

Where such audits/inspections reveal deficiencies in the *Contractor* procedures, drills, training or equipment, or non-conformities with the *Contractor* accepted project Safety Management Plan, of a minor nature (Risk Rating of 6 or less), the *Contractor* must investigate the cause of the nonconformity and initiate corrective and preventive action to rectify such deficiencies and non-conformities and prevent recurrence as soon as practicable.

Where such audits/inspections reveal deficiencies of a major nature (Risk rating of 7 or greater), the *Contractor* must stop work on the operation/activity concerned, immediately investigate the cause of the nonconformity, and initiate corrective actions to rectify such deficiencies and non-conformities and to prevent recurrence. These corrective action plans is submitted to the *Project Manager* for review and comment within 24 hours of the audit finding.

Where such deficiencies include an unsafe practice or a breach of the statutory or the Contract's requirements, the *Project Manager* or the *Project Manager's* nominated Representative may in accordance with the General Conditions of Contract suspend the work associated with the unsafe practice or breach until the deficiency is rectified.

The *Project Manager* or the *Project Manager's* nominated Representative will establish a schedule of regular field safety audits which will be based on an audit tool aligned to the *Contractor* Safety Management Plan and site operations and activities. The *Contractor* audit conformance will be assessed as a percentage and where conformance is better than 90% it will be considered satisfactory and the *Contractor* must develop and implement an action plan within 4 weeks, to be reviewed at the next regular audit. Where the *Contractor* level of conformance is between 75 – 90%, a corrective action plan will be required to be developed and implemented within 2 weeks, and a follow up audit will be carried out. Where the *Contractor* conformance is less than 75% the *Contractor* must stop work until an investigation of the cause/s has been completed and corrective actions have been developed and implemented by the *Contractor*.

The *Contractor* must provide to the *Project Manager* or the *Project Manager's* nominated Representative, at a time to be agreed, but not to exceed monthly intervals, a regular status report on all outstanding corrective actions until they are successfully closed out.

#### **6.2.6.4 Unsafe Act/Condition Auditing**

The *Contractor* must implement a system to recognize, correct, and report unsafe acts/conditions (Unsafe Act/Condition Auditing) associated with all Site activities.

All such observations must be recorded and delivered to the Transnet Health and Safety Manager

#### **6.2.6.5 Involvement, Communication and Motivation**

The *Contractor* and subcontractor's workforce must, through their supervision, safety notice boards, toolbox meetings and daily pre-start meetings be kept aware of safety related matters.

#### **6.2.7 Safety Meetings**

The *Contractor* must implement and comply with OH&S Act, Section 19

The *Contractor* must conduct weekly safety meetings with his employees to foster safety awareness. Copies of minutes and action items arising from such Toolbox meetings is submitted or otherwise made available for review by the *Project Manager* or the *Project Manager's* nominated Representative. Such meetings should at least address:

- Accident / safety incidents
- Hazardous conditions
- Hazardous materials / substances
- Work procedures
- Protective clothing / equipment
- Housekeeping
- General safety topics

- Job or work look-ahead issues
- Safety statistics

The *Contractor* must conduct at least one formal safety meeting per month and must maintain appropriate records of attendance and meeting content. Such records are made available to the *Project Manager's* Representative. In addition to Daily Safe Task Instructions, the *Contractor* must conduct at least weekly "tool box" meetings to discuss safety issues and procedures.

#### **6.2.7.1 Pre Start Safety Briefings**

The *Contractor* must hold documented Daily Safe Task Instructions with each work team before the start of each shift. Attendance records and brief topic notes is kept for auditing and record purposes. Safety Review Meetings

- The *Contractor* Site Manager and a Site Safety Representative must take part in weekly safety review meetings between the *Contractor* and the *Project Manager* or the *Project Manager's* nominated Representative.
- The *Contractor* must attend all project safety meetings as outlined in the Project Safety Management Plan.

#### **6.2.7.2 Site Safety Review Committee**

The *Contractor* complies with the requirements of the SSRC with respect to his own activities and others on the Site and Working Areas.

#### **6.2.7.3 HAZCON/ HAZOP Review**

The *Contractor* participates in HAZOP/HAZCON reviews upon the instruction and direction of the *Project Manager*.

The reviews may include, but not be limited to, studies to ensure that the Plant is built and operated as designed and that personal safety, employee health and environmental protection systems conform to the *Employer's* and legislative requirements.

#### **6.2.7.4 Job Safety Analysis**

The *Contractor* completes a JSA prior to carrying out any operation on the Site and/or Working Area to the approval of the *Project Manager*.

#### **6.2.7.5 Lines of Communication**

The following personnel act on behalf of the *Project Manager* and may communicate directly with the *Contractor* and his key persons with respect to the SMP:

- Construction Manager (CM)
- Project Site Safety Manager (PSSM).

## 6.2.8 Roles and responsibilities

The roles and responsibilities of the various personnel acting on behalf of the *Project Manager* with respect to the SMP and health and safety issues are as stated in the paragraphs following:

### 6.2.8.1 Construction Manager

The construction manager is responsible (in the context of the SMP only) for health and safety on the Site and working Areas and reports to the *Project Manager*.

The CM specific tasks (in the context of the SMP) are:

- Implement the safety management system
- Monitor compliance to the established safety management system
- Ensure risk is at an acceptable level
- Ensure Consultant Construction Management Team are competent
- Provide for: Planning, organisation, leadership and control
- Particular technical competencies for critical work
- Supervision and control on each shift
- Regular monitoring and assessment
- Workplace inspections
- Project Site Safety Manager

The PSSM is responsible for ensuring that the *Contractor* complies with the SMP. The PSSM acts on behalf of the *Project Manager*.

The PSSM specific tasks (in the context of the SMP) are:

- Define, in accordance with the HSSP, the:
- Safety program (instructions, training, meetings, inspections, incentive)
- Health and medical program
- Checks that Contractors have issued their Health and Safety plans, PPSPS and procedures before the beginning of work
- Organizes safety awareness campaigns
- Promotes communication on all health and safety matters (awards, incentives, meeting/inspections/audits reports)
- Checks conformance of equipment to technical requirements and regulations.
- Issues and address the site EHS activities reports

- Promotes everybody's best efforts to keep accident frequency and severity ratios at their lowest level
- Promotes a proper and continuous housekeeping of Plant and temporary facilities in order to create the most suitable conditions for workers to work and to be encouraged to follow HSE requirements

Conducts Work site EHS walks with all Contractors, and directs appropriate corrective actions

Monitors that all factors likely to improve health and safety are taken into consideration, particularly those which lead to:

- Promoting personnel protection as an absolute requisite
- Investigating, identifying and neutralizing potential hazards
- Close coordination with all parties involved in construction in order to avoid overcrowded areas and dangerous operations
- Thorough preparation of work critical phases
- Close contacts to local EHS authorities
- Continuous follow-up in order to correct immediately unsafe acts and situations

In case of accident, he/she takes actions necessary to:

- Initiate quick interventions of the emergency means.
- Check that first aid and evacuation of injured persons are properly carried out.
- Obtain a clear accident report from the sub-*Contractor* concerned.
- Report immediately to the *Project Manager*.
- Investigate to identify the root causes of all incident and near misses.
- A comprehensive report of the incident must be submitted to the employer within seven days.

### 6.2.9 Commissioning Safety Study

The *Project Manager*, through his Construction Management Team, will facilitate and coordinate a formal Commissioning Safety Study and ensure that required procedures are prepared prior to the commencement of the commissioning phase.

The Commissioning Safety Study will provide a final checkpoint for the completed work and is part of the process for ensuring that all necessary actions have been completed. The elements to be considered include:

- Mechanical and electrical integrity systems are in place (e.g. equipment tests and inspections of critical equipment, quality control procedures, etc.) which will confirm that construction, equipment and materials are in accordance with design specifications

- Formal hazard analyses for pre-commissioning and commissioning activities have been completed, appropriately documented and communicated, and are available to all personnel.
- Punch-list work has been sufficiently completed so that installations are safe to apply hazardous energy.
- Documentation relevant to any modifications has been created/updated.
- Safe operating, maintenance and emergency procedures are in place.
- Operating and maintenance manuals are available and training of commissioning employees has been completed.
- As Built drawings are available.
- A Commissioning Permit (to apply hazardous energy) is developed and implemented.

The Project Manager will ensure that after commissioning there is a formal documented hand over to operations and maintenance personnel and others who will be impacted by hazards that have been identified during project activities. This will involve communication of any changes to the process hazards, procedures and operating philosophy. Safe systems of work will be established and updated throughout the Project. Safe systems of work will be subject to on-going review to ensure their effectiveness. Site-wide Permits to Work will be used as the basis of safe systems of work for specified hazardous activities.

#### **6.2.9.1 Working at Night**

A site specific health and safety management plan should be well documented and structured so that both Employers and employees can benefit from its use. The following are recommended components of a safety management plan for night time *Works*.

#### **6.2.9.2 Site personnel responsibility**

It should be determined and stated clearly in the site specific health and safety management plan the responsibility of each individual at construction site for night time *Works*. *Project Manager*, Engineers, Designers, Safety Officer and Site Supervisors as well as workers each have their specific responsibility to make sure the highest level of priority are given towards safety and health issues. The *Contractor* must ensure adequate provision of safety officer personnel are present whenever working at night activities are taking place.

#### **6.2.9.3 Permission to work at night**

The *Contractor* shall apply in writing for permission to work at night and should be obtained from the relevant authority in this case TGC *Project Manager*, before construction *Works* at night is carried out. The Contractors should submit their application for work at night permit to TGC Client representative and it is advisable

to follow all requirements enforced by the authority to executing night time construction *Works*.

#### **6.2.9.4 Housekeeping**

Accidents can occur as a result of poor housekeeping. Hazards at construction site are the same for both day and night shift while the risks of injury are much higher during night *Works* because of the inherent poor illumination. It is essential that the workplace is kept clean and tidy to ensure safety and prevent accidents.

#### **6.2.9.5 Emergency Preparedness and Response (EPR)**

*Contractor* should developed and implement the EPR that is specifically night time environment and submit for approval before work at night is carried out. A well-established EPR can help both *Contractors* and employees to prepare; response and recover should a disaster occurs.

#### **6.2.9.6 Public safety**

When construction *Works* involves public area, it is important to make sure the safety of the public. The *Contractor* must consider the following when planning for night time work; identify the hazards for example construction vehicle movement or too much glare from lighting equipment and plan for vehicular movement to not interrupt peak hours and make sure adequate supervision is provided for such movement.

*Contractor* must provide sufficient signage to warn the public and put barriers at a safe distance to keep the public away.

Set up a safe walk ways where it is unavoidable to work near or in public vicinity.

Arrange noisy equipment or machinery at farthest point from the public or adopt an engineering control to reduce the noise.

When overhead crane is operating near the public, clear off the area and make sure adequate supervision is in place.

#### **6.2.9.7 Types of Risks and factors affecting night time work**

In order to decide when to conduct night time work, factors (parameters) affecting night time work must be identified. The *Contractor* must ensure the following factors are identified:

- Risk
- Illumination
- Nuisances
- Productivity
- Cost
- Safety

The *Contractor* must ensure that they implement the following step in an effective risk management program as to identify possible risks. Specific concerns related to night time work zones include poor visibility and work quality, staffing issues,



unwanted noise and glare, decreased worker and driver alertness, impaired drivers, higher vehicle speeds, increased labour costs, materials and traffic control, and problems in logistics and supervision. These risks are categorized broadly as safety, cost/production and schedule, quality, organizational relationships, technical, construction, economic, and environmental

#### 6.2.9.8 Risk

Night time construction introduces numerous risks to a construction project. One clear set of examples is driver and worker fatigue and reduced visibility, which are factors that could increase safety risks. Other major factors contributing to the risks of night time work are human factors such as sleep, stress, work, social or domestic issues, and psychological characteristics, such as appetite and safety. Additional factors associated with the risks of night time construction work zones are reduced work space for machinery and equipment movement, inadequate lighting, high speed of traffic during the night, and long working hours. Working at night does not supersede the requirements of Transnet's health and safety and OHS Act of 85, 1993 and its applicable Construction Regulations that enforces compliance during day shift.

#### 6.2.10 Document Control

All safety documents shall comply with the Project Document Control Procedures.

### 6.3 Environmental constraints and management

The *Contractor* complies with the following:

The *Contractor* performs the works and all construction activities within the Site and Working Areas having due regard to the environment and to environmental management practices.

#### 6.3.1 Waste Management Objective

To ensure that all waste generated during construction and commissioning of the facilities is properly disposed of.

The *Contractor* is responsible for the removal from Site of all waste generated through the *Contractor's* activities. The *Contractor* shall ensure that all waste is removed to appropriate licensed waste management facilities.

### 6.4 Quality assurance requirements

The *Contractor's* Quality Management System shall conform to International Standard ISO 9001 (or an equivalent standard acceptable to the *Project Manager*).

The Quality Plan means the *Contractor's* statement, which outlines strategy, methodology, resources allocation, QA and Quality Control co-ordination activities to ensure that the works meet the standards stated in the *Works* Information.

### 6.5 Programming constraints

### 6.5.1 General

The Contract programme, progress reports, subsequent updates, revisions and supplementary programmes as detailed in this section are an essential part of the project control system used by the *Employer* for managing the *Works* and in monitoring the progress of the work under the Contract. Key Dates and Completion Dates as defined in the Contract Data are incorporated into the programme.

The *Contractor's* Detailed Programme, which complies with the requirements as indicated in the *Works* Information, shall be submitted to the *Project Manager* prior to commencement of works.

### 6.5.2 Progress monitoring and review

Monitoring and review of the progress of work under the Contract shall consist of an assessment of all activities currently in progress. The following shall be determined:

- percentage complete;
- forecast completion date;
- deviations from the baseline programme; and
- actions required to remedy any deviations.

Weekly progress assessment shall be conducted by the *Contractor* to assist with control of the work under the Contract. The *Contractor* shall provide this information upon request from the *Project Manager*, however any identified deviations shall be automatically reported to the *Project Manager*.

## 6.6 *Contractor's* management, supervision and key people

The *Contractor* provides an Organogram of all his key people (both as required by the *Employer* and as independently stated by the *Contractor* under Contract Data Part Two).

## 6.7 Insurance provided by the *Employer*

The insurance provided by the *Employer* with the applicable limits and deductibles required by the conditions of contract (if any) is given in the Contract Data. The *Employer's* insurance is applicable to work undertaken on the site only, and the *Contractor* provides insurance for the *Works* for the period up to delivery to the site. This includes insurance during transit and off loading at the site.

The *Employer* advises that the following exclusions apply to the insurance which the *Employer* provides for Loss of or damage to the *Works*, Plant and Materials:

1. Loss of monies or the like;
2. Aircraft, waterborne vessels or craft;
3. Losses discovered by taking of routine inventory;
4. Defective workmanship / defective design, re-design betterment or improvement;

5. Consequential loss;
6. Delay damages or penalties for delay;
7. Guarantees for performance or efficiency;
8. Air transit outside territorial limits;
9. Ocean transit or whilst in storage thereafter (unless inspected by an independent third party after off-loading);
10. Maintenance and/or low performance damages;
11. Defects;
12. Wear, tear or gradual deterioration;
13. Electrical and mechanical breakdown or explosion to Plant after Completion tests have been satisfied;
14. Damage to any property insured due to ingress of mud, silt, water, debris unless pipe ends have been sealed at the end of each working day; and
15. Damage to any property exposed or in excess of 10,000 metres of open trench.

The *Employer* advises that the following exclusions apply to the insurance which the *Employer* provides for Liability for loss of or damage to property (except the *Works*, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) caused by activity in connection with this contract:

1. Death or injury to the *Contractor's* employees;
2. Motor vehicle cover;
3. Aircraft / watercraft ownership cover;
4. Delay damages or penalties for delay;
5. Guarantees for performance or efficiency;
6. Defective workmanship;
7. Gradual pollution and contamination;
8. Vibration cover;
9. Contractual liabilities;
10. SASRIA risks (inter alia riot, strike, political malicious damage)
11. Punitive damages;
12. War, nuclear risks; and
13. Removal of support in excess of R5,000,000

Where the *Works* involve the assembly, erection and installation of Plant, the *Contractor* declares the full replacement value and not the value included in the NEC3 contract.

The *Contractor* liaises with the *Employer* and the *Project Manager* when a claim is made and assists in completing the Claims Advice Form.

Insurance provided by the *Employer* is contained in the Contract Data – Part 1.

## 6.8 Contract change management

6.8.1 No additional requirements apply to ECC Clause 60 series.

## 6.9 Provision of bonds and guarantees

- 6.9.1 The form in which a bond or guarantee required by the conditions of contract (if any) is to be provided by the *Contractor* is given in Part 1 Agreements and Contract Data, document C1.3, Sureties.
- 6.9.2 The *Contractor* provides a bond or guarantee as required by the conditions of contract concurrently with the execution by the Parties of the form of agreement for the ECC contract.
- 6.9.3 The *Employer* may withhold payment of amounts due to the *Contractor* until the bond or guarantee required in terms of this contract has been received and accepted by the person notified to the *Contractor* by the *Project Manager* to receive and accept such bond or guarantee. Such withholding of payment due to the *Contractor* shall not affect the *Employer's* right to termination stated in this contract.

## 7 Procurement

### 7.1 Code of Conduct

Transnet aims to achieve the best value for money when buying or selling goods and obtaining services. This however must be done openly and fairly that supports and drives a competitive economy. Underpinning our process are several acts and policies that any *Contractor* dealing with Transnet must understand and support.

These are:

- The Transnet Procurement Procedures Manual (PPM);
- 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 (B-BBEE); and
- The Anti-Corruption Act.

This code of conduct has been included in this contract to formally apprise Transnet Contractors of Transnet's expectations regarding the behavior and conduct of its Contractors.

### 7.2 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. We aim to become a world-class, profitable, logistics organization. As such, our transformation is focused on adopting a performance culture and adopting behaviours that will enable this transformation.

1. Transnet will not participate in corrupt practices and therefore expects its Contractors to act similarly.
  - 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 Contractors.

- Employees must not accept or request money or anything of value, directly or indirectly, to:
    - Illegally influence their judgment or conduct to ensure the desired outcome of a sourcing activity;
    - Win or retain business or to influence any act or decision of any decision stakeholders involved in sourcing decisions; or
    - Gain an improper advantage.
  - There may be times when a *Contractor* is confronted with fraudulent or corrupt behavior of Transnet employees. We expect our Contractors to use our “Tip-offs Anonymous” Hot line to report these acts. (0800 003 056).
2. Transnet is firmly committed to the ideas of free and competitive enterprise.
- Contractors are expected to comply with all applicable laws and regulations regarding fair competition and antitrust.
  - Transnet does not engage with non-value adding agents or representatives solely to increase B-BBEE spend (fronting)
3. Transnet’s relationship with Contractors requires us to clearly define requirements, exchange information and share mutual benefits.
- Generally, Contractors have their own business standards and regulations. Although Transnet cannot control the actions of our Contractors, 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, B-BBEE status, etc.);
    - Corrupt activities listed above; and
    - Harassment, intimidation or other aggressive actions towards Transnet employees.
  - Contractors must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence is conducted and the *Contractor* is expected to participate in an honest and straight forward manner.
  - Contractors must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.

### Conflicts of Interest

1. 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.
- Doing business with family members
  - Having a financial interest in another company in our industry.

### 7.3 The *Contractor's* Invoices

- 7.3.1 When the *Project Manager* certifies payment (see ECC Clause 51.1) following an assessment date, the *Contractor* complies with the *Employer's* procedure for invoice submission.
- 7.3.2 The invoice must correspond to the *Project Manager's* assessment of the amount due to the *Contractor* as stated in the payment certificate.
- 7.3.3 The invoice states the following:
- 7.3.4 Invoice addressed to Transnet SOC Ltd;
- 7.3.5 Transnet SOC Limited's VAT No: 4720103177;
- 7.3.6 Invoice number;
- 7.3.7 The *Contractor's* VAT Number; and
- 7.3.8 The Contract number.
- 7.3.9 The invoice contains the supporting detail.
- 7.3.10 The invoice is presented either by post or by hand delivery.
- 7.3.11 Invoices submitted by post are addressed to:

**Transnet SOC Ltd**

**138 Eloff Street**

**Braamfontein**

**Johannesburg**

**2000**

**For the attention of The *Project Manager*, Transnet Property**

- 7.3.12 Invoices submitted by hand are presented to:

**Transnet SOC Ltd**

**138 Eloff Street**

**Braamfontein**

**Johannesburg**

**2000**

**For the attention of The *Project Manager*, Transnet Property**

- 7.3.13 The invoice is presented as an original.

### 7.4 People

- 7.4.1 Minimum requirements of people employed on the Site

The *Contractor* shall ensure that all his people on the site work under the South African Basic Conditions of Employment Act, 75 of 1997 and the Basic Conditions of Employment Amendment Act, 11 of 2002, irrespective of being a local or overseas employee.

The *Contractor* shall ensure that all the necessary work permits are obtained and available for his overseas employees on the site.

7.4.2 The *Contractor* complies with the following PIRPMP.

### **7.5 Contractor Liability**

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

### **7.6 Industrial Action By Contractor Employees**

- 7.6.1 In the event of any industrial action by the *Contractor's* employees, the *Contractor* is required to provide competent contingency resources permitted in law to carry out any of the duties that are or could potentially be interrupted by industrial action in delivering the Service.
- 7.6.2 The *Contractor* warrants that it will compensate Transnet for any costs Transnet incurs in providing additional security to deal with any industrial action by the *Contractor's* employees.
- 7.6.3 In the event of any industrial action by the *Contractor's* employees, the *Contractor* is obliged:
- 7.6.3.1. To prepare and deliver to Transnet, within two (2) hours of the commencement of industrial action an Industrial Action Report. If the industrial action persists the *Contractor* is required to deliver the report at 8h30 each day.
- 7.6.3.2. The Industrial Action Report must provide at least the following information:
- The industrial incident report,
  - Attendance register,
  - Productivity/progress to schedule reports,
  - Operational contingency plan,
  - Site security report,

- Industrial action intelligence gathered.

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

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

7.6.3.5. The resolution of any disputes or industrial action by the *Contractor's* employees is the sole responsibility of the *Contractor*.

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

7.6.4 The *Contractor* performs the works having due regard to the PLA that are negotiated between the *Employer* and the appropriate trade unions on this contract.

7.6.5 The *Contractor* complies with the requirements of the IRCC involving the engineering construction Contractors engaged (including all future Contractors) by the *Employer*.

7.6.6 The roles and responsibilities of the various personnel acting on behalf of the *Project Manager* concerning IR issues are stated in the paragraphs following:

7.6.7 The PIRM is responsible for ensuring that the *Contractor* complies with the PIRPMP. The PIRM acts on behalf of the *Project Manager*.

7.6.8 The PIRM specific tasks are:

- To complete the PLA before the Contract Date; and
- To assign specific duties to the PSIRM.

7.6.9 The PSIRM is responsible for IR (to include the PLA) on the Site and Working Areas and reports to the *Project Manager*.

7.6.10 The SIRM is responsible, inter alia, for day-to-day IR on the Site and Working Areas through the implementation of the PIRPMP. The SIRM reports directly to the PSIRM and the *Project Manager*.

7.6.11 The SIRM specific tasks are:

7.6.12 To liaise with the *Contractor* prior to the commencement of construction activities (as per the *Contractor's* programme accepted by the *Project Manager*) with respect to IR issues under the SIP.

7.6.13 B-BBEE and preferencing scheme

Points will be awarded to tenderers based on preferencing using the balanced Department of Trade and Industry (DTI) scorecard. The application of the Broad-Based Black Economic Empowerment recognition levels and score preferencing points are as follows:



<b>Contribution Level</b>	<b>Qualification Points on the generic scorecard</b>	<b>Broad-Based BEE Recognition Level</b>	<b>Preferencing Points Scored</b>
Level 1	Greater than or equal to 100 points	135%	20
Level 2	Greater than or equal to 95 points but less than 100 points	125%	18
Level 3	Greater than or equal to 90 points but less than 95 points	110%	16
Level 4	Greater than or equal to 80 points but less than 90 points	100%	12
Level 5	Greater than or equal to 75 points but less than 80 points	80%	8
Level 6	Greater than or equal to 70 points but less than 75 points	60%	6
Level 7	Greater than or equal to 55 points but less than 70 points	50%	4
Level 8	Greater than or equal to 40 points but less than 55 points	10%	2
Level 9	Less than 40 points	0%	0

On the basis the tenderer with a B-BBEE recognition level of 135% will achieve 20 points, and the points will be allocated accordingly on a pro-rata basis as per the table above.

In addition to the above, provision is made for the case where a tenderer has greater than 50% black ownership. In this instance, provided the requisite documentary evidence is supplied, the tenderer will then be awarded preference points one level above that awarded based on the DTI scorecard. For example, a tenderer with > 50% black ownership obtaining a Level 6 contribution equating to 6 points will be awarded 8 preferencing points (Level 5).

Tenderers claiming Preference Points must submit together with the tender document their generic scorecard, evaluated by an independent accreditation agency. Transnet therefore requires tenderers to have been accredited by one of the various Accreditation Agencies in accordance with the latest relevant Codes of Practice applicable not more than 3 months prior to the date of tender. Should the B-BBEE rating not be provided, Transnet reserves the right to award no points. Transnet also reserves the right to carry out an independent audit of the tenderers scorecard components at any stage from the date of close of the tenders until completion of the contract.

Tenderers with no accreditation will score zero points for preferencing.

## **7.7 Subcontracting**

### **7.7.1 Preferred subcontractors**

- The *Contractor* shall submit his schedule of proposed sub-Contractors for the acceptance of the *Project Manager* prior to their appointment. This list shall not deviate from the tender schedule of proposed sub-Contractors, unless discussed with, and accepted by, the *Project Manager*.
- 7.7.2 Where the *Contractor* employs a Subcontractor who constructs or installs part of the works or who supplies Plant and Materials for incorporation into the works which involves a Subcontractor operating on the Site and/or Working Areas, then the *Contractor* ensures that any such Subcontractor complies with the CEMP, SES and PES (described under paragraph 2.4 of the *Works Information*) as appropriate and that the subcontract documentation places back-to-back obligations on the Subcontractor which reflect the *Contractor's* obligations under the CEMP, SES and PES, all within the *Contractor's* Quality Management System as per paragraph 2.5 of the *Works Information*.
- 7.7.3 Where the *Contractor* employs a Subcontractor who constructs or installs part of the works or who supplies Plant and Materials for incorporation into the works which involves a Subcontractor operating on the Site and/or Working Areas, then the *Contractor* ensures that any such Subcontractor complies with the PIRPMP (described under paragraph 4.1.1 of the *Works Information*) as appropriate and that the subcontract documentation places back-to-back obligations on the Subcontractor which reflect the *Contractor's* obligations under the PIRPMP, all within the *Contractor's* Quality Management System as per paragraph 2.5 of the *Works Information*.
- 7.7.4 Limitations on subcontracting
- The *Contractor* shall not appoint or bring sub-Contractors onto site without the prior approval of the *Project Manager*, and all sub-Contractors will be required to conform to the requirements as set out herein as if they were employees of the *Contractor*.
- 7.7.5 The *Contractor* shall not deviate from the approved sub-Contractors list without prior approval of the *Project Manager*.
- 7.7.6 Attendance on Subcontractors
- The *Contractor* shall ensure that the quality assurance requirements placed on him under this Contract are transferred into any subcontracts.
- 7.7.7 Quality system requirements shall be applied on all subcontracts to the point where the acceptability of supplies can be demonstrated solely by the conduct of inspection and/or examination of goods upon receipt at the designated point of delivery.
- The *Contractor* must notify the *Project Manager* of all inspections at his sub-Contractors at least 3 working days in advance of such inspections. The *Contractor* must ensure that his sub-*Contractor* has the relevant quality management plans available at such inspections. The Supervisor will give the *Contractor* 24 hour notice in writing of his intention to be present at the inspections.

## PART 4: SITE INFORMATION

Core clause 11.2(16) states

“Site Information is information which

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

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

The Contractor shall attend the site clarification meeting and acquaint himself with the nature of the works, the conditions under which the work is to be performed, and the means of access to the affected properties. Any limitations or other authorities and in general with all matters that may influence that may affect the contract.

### 1. Description of the Site and its surroundings

#### 1.1. General description

The extent of the site includes:

- 96 Rissik Street building parking area
- Existing western parking area
- Connecting to a road and tunnel through Rissik Street bridge linking existing parking area to 96 Rissik Street building

The site is shown pictorially in **Figure 1** below with the thick black lines demarcating the extents.

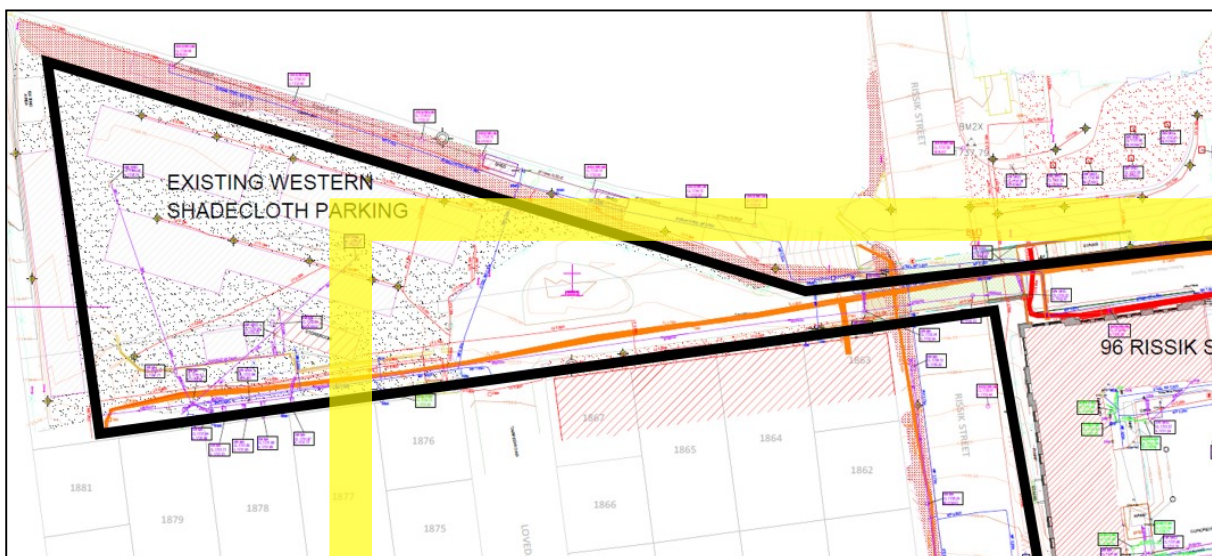


Figure 1: Extents of the site



96 Rissik Street building is located in Johannesburg, close to Park Station. Adjoining the perimeter of the building is a taxi rank (Noord taxi rank), street vendors, and there is an existing parking to the West of the building which ground level parking and requires redevelopment.

## **1.2. Status Quo**

The site is currently used a lay-down area for the contractor working on the office development, the site will be made available upon the appointment of the contractor for the parking or when required to be made available.

## **1.3. Site Conditions**

The site conditions are as follows:

- Altitude: 1753m above Mean Sea Level
- Ambient temperature: 15-30 °C
- Relative humidity: 80-100%
- Air pollution: industrial and locomotive fumes
- General wind velocities: Up to 60 km/h
- Storm wind velocities: Up to 180 km/h

## **1.4. Site Access**

Access to the site is via existing public road networks. Access will be subject to the TRANSNET security requirements and regulations. Due allowance must be made for any potential delays arising from vehicular congestion at the site.

The Contractor shall note that space limitations around the site may prevent heavy machinery like earthmoving equipment, cranes etc. from accessing the 96 Rissik Street building directly. The Contractor shall carefully assess the site during the site clarification meeting so that it may develop alternative options for the demolition and construction works that are affected by access challenges.

## **1.5. Existing buildings, structures, and plant & machinery on the Site**

A proposed layout DWGs has been provided for contractor's information as a concept. Contractor shall take full responsible for their own designs including investigative work necessary to produce the designs and construction drawings.

## **1.6. Hidden services**

The contractor will be provided with the underground utilities detection survey that has been completed for the site. This survey will be for the contractor's information only. The contractor shall be fully responsible for further investigation of all adjoining services and for the repair and making good of any underground utilities and services that it damages during the construction.



