

Transnet National Ports Authority

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR PROPOSAL (RFP)

**FOR THE SUPPLY AND INSTALLATION OF OPTIC FIBRE WITHIN THE PORT OF DURBAN
FOR A PERIOD OF SIX (6) MONTHS**

RFP NUMBER	: TNPA/2023/10/0014/46051/RFP
ISSUE DATE	: 02 FEBRUARY 2024
COMPULSORY BRIEFING	: 12 FEBRUARY 2024
CLOSING DATE	: 23 FEBRUARY 2024
CLOSING TIME	: 10:00am
TENDER VALIDITY PERIOD	: 12 weeks from closing date

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T1.1 TENDER NOTICE AND INVITATION TO TENDER

SECTION 1: NOTICE TO TENDERERS

1. INVITATION TO TENDER

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

DESCRIPTION	THE SUPPLY AND INSTALLATION OF OPTIC FIBRE WITHIN THE PORT OF DURBAN FOR A PERIOD OF SIX (6) MONTHS
TENDER DOWNLOADING	This Tender may be downloaded directly from the National Treasury eTender Publication Portal at www.etenders.gov.za and the Transnet website at https://transnetetenders.azurewebsites.net (please use Google Chrome to access Transnet link) FREE OF CHARGE.

COMPULSORY TENDER CLARIFICATION MEETING	<p>A Compulsory Tender Clarification Meeting will be conducted at Queen Elizabeth Boardroom, 237 Mahatma Gandhi Road, Queens Warehouse, Durban on the 12 February 2024, at 10:00am [10 O'clock] for a period of ± 2 (two) hours. [Tenderers to provide own transportation and accommodation].</p> <p>The Compulsory Tender Clarification Meeting will start punctually and information will not be repeated for the benefit of Tenderers arriving late.</p> <p>A Site visit/walk will take place, tenderers are to note:</p> <ul style="list-style-type: none">• Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats.• Tenderers without the recommended PPE will not be allowed on the site walk.• Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyser testing.• All forms of firearms are prohibited on Transnet properties and premises.• The relevant persons attending the meeting must ensure that their identity documents, passports or drivers licences are on them for inspection at the access control gates. <p>Certificate of Attendance in the form set out in the Returnable Schedule T2.2-01 hereto must be completed and submitted with your Tender as proof of attendance is required for a compulsory clarification meeting and/or tender briefing.</p>
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	<p>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.</p> <p>Tenderers failing to attend the compulsory tender briefing will be disqualified.</p>
CLOSING DATE	<p>10:00am on 23 February 2024</p> <p>Tenderers must ensure that tenders are uploaded timeously onto the system. If a tender is late, it will not be accepted for consideration.</p>

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 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**



T1.2 TENDER DATA

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

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

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

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

Clause	Data
C.1.1	The <i>Employer</i> is Transnet SOC Ltd (Reg No. 1990/000900/30)
C.1.2	The tender documents issued by the <i>Employer</i> comprise: Part T: The Tender Part T1: Tendering procedures Part T2 : Returnable documents Part C: The contract Part C1: Agreements and contract data Part C2: Pricing data Part C3: Scope of work
	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 Bill of Quantities C3.1 Works Information



	Part C4: Site information	C4.1 Site information
C.1.4	<p>The Employer's agent is:</p> <p>Name:</p> <p>Address:</p> <p>E – mail</p>	<p>Contract Specialist</p> <p>Hlengiwe Dlamini</p> <p>237 Mahatma Gandhi Road, Queens Warehouse, Durban</p> <p>TNPAtenderenquiriesdbn@transnet.net</p>
C.2.1	<p>Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:</p> <p>1. Stage One - Eligibility with regards to attendance at the compulsory clarification meeting:</p> <p>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</p> <p>2. Stage Two - Functionality:</p> <p>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 60 points.</p> <p>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.</p> <p><i>Any tenderer that fails to meet the stipulated pre-qualifying criteria will be regarded as an unacceptable tender.</i></p>	
C.2.7	<p>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.</p> <p>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.</p>	
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: | <p>The tender documents must be uploaded with:</p> <ul style="list-style-type: none"> ▪ Name of Tenderer: ▪ Contact person and details: ▪ The Tender Number: TNPA/2023/10/0014/46051/RFP ▪ The Tender Description: The Supply and Installation of Optic Fibre within the Port of Durban |
|-------------------------|---|

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: **10:00am** on the **23 February 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. Proof of registration on the Central Supplier Database;
 4. 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: **60**

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

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

Functionality Criteria

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

Functionality criteria	Sub-criteria	Sub-criteria points	Maximum number of points
T2.2-02 Previous Experience	Tenderers are required to demonstrate their experience in the installation of fibre projects including excavation work and to this end shall supply sufficiently detailed reference letters with contact details of existing and previous clients and indicate their previous experience in: 1. Fibre installations 2. Excavations 3. DCP Testing	20	20
T2.2-03 Management & CVs of Key persons: Please see the following Evaluation Schedule for details: T2.2-03: Evaluation Schedule: Management & CVs of Key Persons	Relevant years of experience	8	20
	Education, training, skills	8	
	Professional Registration	4	
T2.2-04 Quality Management Please see the following Evaluation Schedule for details: T2.2-04: Evaluation Schedule - Quality Management	Project Quality Plan (as per QAL-STD-0001)	4	10
	Quality Control Plans (as per QAL-STD-0001)	3	
	Quality Policy	3	
T2.2-05 Environmental Management	Environmental Policy	5	10
	Checking, Monitoring and Measuring Procedures	5	



T2.2-06 Health and Safety Requirements	Safety, Health & Environmental Policy	1	10
	Roles & Responsibilities	2	
	Task Risk Assessment (RA),	2	
	Safety Questionnaire	3	
	Cost Breakdown Sheet	2	
T2.2-07 Programme	Ability to execute the works in terms of the <i>Employer's</i> requirements and within the required timeframe indicating, in a logical sequence, the order and timing of the the fibre installation that will take place in order to provide the <i>works</i> clearly indicating the capacity & capability to achieve the dates stated in the Contract Data.	3	10
	Dates when the <i>Contractor</i> will need <i>access</i> to any part of the site and/or persons and/or information, as well as submission approval process and timing for Health & Safety Files, Environmental Files and Quality Files pre-requisites/requirements	2	
	The <i>Contractor</i> indicates how he plans in achieving the following dates and clearly demonstrates them on the schedule – initiates Starting Date, Access Dates, Planned Completion, Completion Date	3	
	The Programme must clearly support and demonstrate full alignment to the Approach Paper as contained under T.2.2-08.	2	



T2.2-08 Approach Paper The Approach Paper should: 1. Outline of proposed approach 2. Detail the method statement, technical approach, supervision, monitoring of construction sequencing in terms of the Works Information 3. Demonstrate an understanding of the project objectives. The approach paper shall include as a minimum but not limited to the following: 1. Outline of proposed approach 2. Site establishment 3. Mobilization 4. Site Supervision 5. Quality management 6. Health and safety management 7. Environmental management 8. Construction Management 9. Contract management 10. Document management 11. Testing and commissioning 12. Handover 13. Tenderer to outline proposed construction plant/equipment for the project including but not limited to the following: -Primary plant equipment for construction activities associated with Fibre installations 14. Tenderer to further outline approach methodology for the installation of specialist equipment.	Approach is clearly articulated and based on the Works Information	10	20
	Demonstrates a clear understanding of the project objectives	10	
Maximum possible score for Functionality			100



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

- T2.2-02 Previous Experience
- T2.2-03 Management & CVs of Key Persons
- T2.2-04 Quality Management
- T2.2-05 Environmental Management
- T2.2-06 Health and Safety Requirements
- T2.2-07 Programme
- T2.2-08 Approach Paper

Each evaluation criteria will be assessed in terms of scores of 0, 20, 40, 60, 80 or 100 (linear scale, more suitable for NEC3, ECC (construction related procurement))

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

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



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

Thresholds	Minimum Threshold
Technical / functionality	60

Evaluation Criteria	Final Weighted Scores
Price and Total Cost of Ownership	80
Specific goals - Scorecard	20
TOTAL SCORE:	100

Up to 20 tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed.

Should the evidence required for any of the Specific Goals applicable in this tender not be provided, a tenderer will score zero preference points for that particular "Specific Goal".

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

Selected Specific Goal	Number of points allocated (20)
B-BBEE Level of contributor (1 or 2)	10
+50% Black Youth Owned Entities	5
30% Black women Owned entities	5
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
30% Black Women Owned Entities	B-BBEE Certificate / Sworn-Affidavit / CIPC B-BBEE Certificate (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines
+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)

The maximum points for this bid are allocated as follows:

DISCRIPTION	POINTS
PRICE	80
B-BBEE Status Level of Contribution (Level 1 & 2) - 10 +50% Black Youth Owned Entities - 5 30% Black women Owned entities - 5	20
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. The objective criteria Transnet may apply in this bid process include:

- a) Bidder is not in good standing with Transnet National Ports Authority due to a poor track record of past performance with Transnet SOC Ltd and or Transnet National Ports Authority;
- b) There is clear, uncontrived and/or overwhelming evidence and/or facts that the bidder has or continues to be in breach of any of the provisions contained in the Integrity Pact;
- c) The Probity check undertaken by Transnet National Ports Authority establishes the existence of any unmitigated risks which would have a negative impact on the project;
- d) Unless the appointment of the bidder would result in a negative impact on Transnet's Return on Investment;
- e) It is necessary to rotate Suppliers to promote opportunities for other suppliers, in circumstances where the bidder has been awarded business previously and the award of the tender will result in inequitable allocation of business;
- f) The tenderer or its members, directors, partners:
 - Is under restrictions as contemplated in the Integrity Pact,
 - Is a subject of a process of restriction by Transnet or other state institution that Transnet may be aware of and there is a clear, uncontrived and/or overwhelming evidence and/or facts in relation to the alleged wrongdoing on the basis of which the restriction process has been initiated;
- g) cannot, as necessary and in relation to the proposed contract, demonstrate that it possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- h) has no legal capacity to enter into the contract;
- i) is insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, being wound up, has its affairs administered pursuant to a court order, has ceased or suspended their business activities, or is subject to legal proceedings in respect of any of the foregoing;
- j) does not comply with the legal requirements, if any, stated in the tender data; and
- k) is not able to perform the contract free of conflicts of interest.



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- l) 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: Eligibility Criteria Schedule** - Certificate of attendance at Compulsory Tender Clarification Meeting

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

- T2.2-02 **Evaluation Schedule:** Previous experience
- T2.2-03 **Evaluation Schedule:** Project Organogram, Management & CV's
- T2.2-04 **Evaluation Schedule:** Quality Management
- T2.2-05 **Evaluation Schedule:** Environmental Management
- T2.2-06 **Evaluation Schedule:** Health and Safety Management
- T2.2-06.1 **Evaluation Schedule:** Health and Safety Cost Breakdown
- T2.2-07 **Evaluation Schedule:** Programme
- T2.2-08 **Evaluation Schedule:** Approach Paper

2.1.3 Returnable Schedules:

General:

- T2.2-09 Authority to submit tender
- T2.2-10 Record of addenda to tender documents
- T2.2-11 Letter of Good Standing
- T2.2-12 Risk Elements
- T2.2-13 Availability of equipment and other resources
- T2.2-14 Schedule of proposed Subcontractors (if subcontract in terms of TPPP is not eligibility)
- T2.2-15 Site Establishment requirements

Valid proof of Respondent's compliance to Specific Goals evidence (Preference Claim Form) requirements stipulated in SBD6.1.

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")

1.3.2 Bonds/Financial/Insurance:

T2.2-24 Insurance provided by the Contractor

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

T2.2-26 Form of Intent to provide a Performance Guarantee

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

2.3 C1.2 Contract Data

2.4 C1.3 Forms of Securities

2.5 C2.1 Pricing Instructions (Bill of Quantities)

2.6 C2.2 Bill of Quantities



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:	Queen Elizabeth Boardroom, 237 Mahatma Gandhi Road, Queens Warehouse, Durban, 4001	
On (date)	12 February 2024	Starting time: 10:00

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: Evaluation Schedule - Previous Experience

Note to tenderers:

Tenderers are required to demonstrate their experience in the installation of fibre projects including excavation work and to this end shall supply sufficiently detailed reference letters with contact details of **existing and previous** clients and indicate their previous experience in:

1. Fibre installations
2. Excavations.
3. DCP Testing.

Note: If subcontracting any works – the experience of the subcontractors shall be included specific to the relevant scope of work.

Index of documentation attached to this schedule:

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The scoring of the tenderer's previous experience will be as follows:

Total Points (20)	Previous Experience
Score 0	No reference letters submitted.
Score 20	The tenderer has limited experience and has successfully completed 1-2 optic fiber installation projects. One (1) to two (2) reference letters for completed projects in the last 8 years submitted.
Score 40	The tenderer has limited experience and has successfully completed three (3) optic fiber installation projects. Three (3) reference letters for completed projects in the last 8 years submitted.
Score 60	The tenderer has relevant experience and has successfully completed Four (4) to eight (8) optic fiber installation projects. Four (4) to eight (8) reference letters for completed projects in the last 8 years submitted.
Score 80	The tenderer has extensive experience in relation to the project and has worked previously under similar conditions and circumstances and has successfully completed Nine (9) to twelve (12) optic fiber installation projects. Nine (9) to twelve (12) reference letters for completed projects in the last 8 years submitted.
Score 100	The tenderer has outstanding experience in relation to the project and has successfully completed more than Twelve (12) optic fiber installation projects. More than twelve (12) reference letters for completed projects in the last 8 years submitted.

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

Signed

Date

Name

Position

Tenderer



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

Please describe the management arrangements for the *works* and the tenderer is to take note that evaluation of this schedule will be referred to T2.2.-03 Management & CVs of Key Persons.

Comprehensive CVs should be attached to this schedule:

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

1. Use the **attached CV template attached below**
2. Personal particulars;
3. Qualifications (degrees, grades of membership of professional societies and Professional registrations, **all these certificates are to be attached**);
4. Skills;
5. Name of current employer and position;
6. Overview of post graduate experience (year, organisation, position and responsibilities); and
7. Outline of recent assignments / detailed experience that has a bearing on the scope of work.

The tenderer must be able to demonstrate that personnel have sufficient knowledge, experience and qualifications to provide the required service.

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

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

Key Person Role	Name of Resource
Project Manager	
Construction Manager	
Health and Safety Officer	
Environmental Officer	
Quality Officer	

No.	Resource description	Minimum Requirements
Key Management and CV's		
1	1x Project Manager	NDip/ B degree qualification or higher in the Engineering or Management field. <ul style="list-style-type: none">• 7 years' relevant work experience in the built environment



		<ul style="list-style-type: none"> Professional Project Management Registration with any internationally recognised professional body
2	1x Construction Manager	<p>National Diploma or a Degree qualification in Civil/QS/Construction.</p> <ul style="list-style-type: none"> 5 years' relevant work experience in the built environment Professional Registration with South African Council for the Project and Construction Management Professions (SACPCMP) or any internationally recognised equivalent regulative professional body as a Professional Construction Manager.
Site Officers		
3	1x Safety Officer	<p>Degree/Diploma in safety management, and SAMTRAC, NEBOSH, modern SHEQ risk management training course as a minimum qualification.</p> <ul style="list-style-type: none"> 5 years' relevant work experience as a Safety Officer in the built environment Professional Registration with South African Council for the Project and Construction Management Professions (SACPCMP) or any internationally recognised equivalent regulative professional body.
4	1x Environmental Officer	<p>Bachelor's degree in Environmental Management/Science or equivalent</p> <ul style="list-style-type: none"> 5 years' relevant work experience in the built environment.
5	1x Quality Officer	<p>Diploma or Certified qualification in Quality Management Systems</p> <ul style="list-style-type: none"> 5 years' relevant work experience as a Quality Officer in the built environment.



Total Points 20	8	8	4
Weighting	Relevant years of experience for the following:	Education, training, skills	Professional Registration
25%	Project Manager		
25%	Construction Manager		
50%	Site Officers		
Score 0	Project Manager: 0 to 2 years' management/supervisory experience in the Built environment Construction Manager: 0 to 1 year experience in the Built environment Site Officers: 0 to 1 year experience in the Built environment	For PM -No NQF level 6 qualification or higher in the Engineering or Management field For Site Officers – No NQF level 6 qualification or higher	No Professional registration with South African Council for the Project and Construction Management Professions (SACPCMP), Project Management Institute (PMI), ECSA or any internationally recognised equivalent regulative professional body
Score 20	Project Manager: 3 to 4 years' management/supervisory experience in the Built environment Construction Manager: 2 to 3 years' experience in the Built environment Site Officers: 2 to 3 years' experience in the Built environment		
Score 40	Project Manager: 5 to 6 years' management/supervisory experience in the Built environment Construction Manager: 4 years' experience in the Built environment Site Officers: 4 years' experience in the Built environment		
Score 60	Project Manager: 7 years' management/supervisory experience in the Built environment		



	Construction Manager: 5 years' experience in the Built environment Site Officers: 5 years' experience in the Built environment		
Score 80	Project Manager: 8 to 10 years management/supervisory experience in the Built environment Construction Manager: 6 to 7 years' experience in the Built environment Site Officers: 6 to 7 years' experience in the Built environment		
Score 100	Project Manager: 10 years and more management/supervisory experience in the Built environment Construction Manager: 8 years' and more experience in the Built environment Site Officers: 8 years' and more experience in the Built environment	For PM -NQF level 6 qualification or higher in the Engineering or Management field For Site Officers - NQF level 6 qualification or higher	Professional registration with South African Council for the Project and Construction Management Professions (SACPCMP), Project Management Institute (PMI), ECSA or any recognised equivalent regulative professional certification



Signed

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Date

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Name

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Position

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Tenderer

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CV TEMPLATE

1. PERSONAL PARTICULARS

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

2. EDUCATION AND QUALIFICATIONS

FROM	TO	INSTITUTION	DEGREE OR DIPLOMA OBTAINED

3. MEMBERSHIP OF PROFESSIONAL SOCIETIES

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4. PROFESSIONAL STATUS

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

5. KNOWLEDGE SKILLS AND STRENGTHS

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6. CURRENT EMPLOYER AND POSITION

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

7. OVERVIEW OF POST GRADUATE EXPERIENCE

YEAR	ORGANISATION	POSITION	SUMMARY OF RESPONSIBILITIES

**8. OUTLINE OF RECENT ASSIGNMENTS RELEVANT TO SCOPE OF WORK**

CLIENT, CONTACT CONTACT DETAILS	PERSON,	PROJECT DESCRIPTION	VALUE OF PROJECT	POSITION HELD	PROJECT STATUS



***Attached**

- Qualification Certificates
- Professional Registration Certificates

T2.2-04: Evaluation Schedule - Quality Management

Reference Standard – QAL-STD-0001 General Quality Requirements for Suppliers and Contractors.

Due consideration must be given to the deliverables required to execute and complete the contract as per the Quality Management Standard stated in the Works Information and should include but not be limited to:

1. Include a description of the Contractor's Project organization, with key positions and responsibilities identified and individuals named. The organization structure shall also indicate resources committed to the management and co-ordination of Quality Assurance/Quality Control (QA/QC) activities.
2. Provide a description of how documents provided by Transnet to the Contractor are to be managed (Documentation management/control).
3. Include all quality activities relevant to the Scope of Work, identifying all procedures, reviews, audits, controls and records used to control and verify compliance with specified Contractual requirements.
4. Include a listing of all Quality Control Plans (QCP's) and associated Field Inspection Checklist (FIC'S), as applicable.
5. Include a listing of all Special Processes (e.g., welding, non-destructive testing, cube testing etc.) envisaged for use.
6. Control of externally provided services.

Quality Control Plans/Inspection and Test Plans (QCP's/ITP's) specific to the Project but not limited to:

1. Excavations
2. DCP Testing
3. Backfilling
4. Manhole Construction

The Quality Control Plan (QCP) shall be Project Specific as per the Scope of Work and shall include the following as key elements:

1. Detailed sequence of activities
2. Include all procedures/code specifications
3. Include all intervention points (i.e., hold, witness, verify)
4. Include all Verification documentation/Field inspection checklist
5. Include all relevant signatories (i.e., Contractor, Approved Inspection Authority (AIA), Transnet)

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

A signed **Quality Policy** based on International Organisation for Standardisation (ISO 9001) that displays the five key policy requirements. These requirements include:

1. Is appropriate to the purpose and context of the organization and supports its strategic direction,
2. Provides a framework for setting quality objectives,
3. Includes a commitment to satisfy applicable requirements,
4. Includes a commitment to continual improvement of the quality management system, and
5. Is communicated and understood within the organization.

Attached submissions to this schedule:

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The scoring of the Quality Plan will be as follows:

	Evaluation Category	Maximum Score	Evaluation Criteria	Rating
Quality Requirements (10 Points)	Project Quality Plan (as per QAL-STD-0001) The Project Quality Plan (PQP) details how the Contractor's Quality System will be applied to the Scope of Work specified in the contract and shall include the following as key elements: <ol style="list-style-type: none"> 1. Include a description of the Contractor's Project organization, with key positions and responsibilities identified and individuals named. The organization structure shall also indicate resources committed to the management and co-ordination of Quality Assurance/Quality Control (QA/QC) activities. 2. Provide a description of how documents provided by Transnet to the Contractor are to be managed (Documentation management/control). 3. Include all quality activities relevant to the Scope of Work, identifying all procedures, reviews, audits, controls and records used to control and verify compliance with specified Contractual requirements. 4. Include a listing of all Quality Control Plans (QCP's) and associated Field Inspection Checklist (FIC'S), as applicable. 5. Include a listing of all Special Processes (e.g., welding, non-destructive testing, cube testing etc.) envisaged for use. 6. Control of externally provided services. 	4	No response	0
			Only Two (2) of Six (6) key elements met	20
			Three (3) of Six (6) key elements met	40
			Four (4) of Six (6) key elements met	60
			Five (5) of Six (6) key elements met	80
			All Six (6) and above of the key elements met	100
	Quality Control Plans (as per QAL-STD-0001) Quality Control Plan (QCP) specific to the Project but not limited to: <ol style="list-style-type: none"> 1.Excavations 2.DCP Testing 3.Backfilling 4. Manhole constructions 	3	No response	0
			One (1) of Five (5) key elements met	20
			Two (2) of Five (5) key elements met	40
			Three (3) of Five (5) key elements met	60

	<p>The Quality Control Plan shall be Project Specific as per the Scope of Work and shall include the following as key elements:</p> <ol style="list-style-type: none"> Detailed sequence of activities (construction/fabrication) Include all procedures/code specifications Include all intervention points (i.e., hold, witness, verify) Include all Verification documentation/Field inspection checklist Include all relevant signatories (i.e., Contractor, Approved Inspection Authority (AIA), Transnet) 		Four (4) of Five (5) key elements met	80
			All 5 key elements are met	100
	<p>Quality Policy</p> <p>Quality Policy shall include the following key policy elements:</p> <ol style="list-style-type: none"> is appropriate to the purpose and context of the organisation and supports its strategic direction, provides framework for setting quality objectives, includes a commitment to satisfy applicable requirements, includes a commitment to continual improvement of QMS, and is communicated and understood within the organisation. 	3	No response	0
			One (1) of Five (5) key policy elements met	20
			Two (2) of Five (5) key policy elements met	40
			Three (3) of Five (5) key policy elements met.	60
			Four (4) of Five (5) key elements met	80
			All Five (5) key elements met	100

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

Signed

Date

Name

Position

Tenderer

T2.2-05: Evaluation Schedule - Environmental Management

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

- a) 009-TCC-CLO-SUS-11386Rev 1.0 Standard Operating Procedure: Construction Environmental Management (SOP: CEM);
- b) 009-TCC-CLO_SUS-11385 Standard Operating Procedure: Minimum Environmental Management Specifications (MEMS);
- a) TGC-IMS-ENV-SOP-009.001 COVID-19 Health care waste management on construction sites;
- b) TGC-IMS-HS-GL-009-01 COVID 19 Post Lockdown Construction Site Health and Safety Guidelines
- c) Transnet Integrated Management System (TIMS) Policy Commitment Statement; and
- d) Project Environmental Specification (PES) which includes TNPA minimum standards as contained in the following documents:
 - Waste management Permit
 - TNPA list of approved waste services Contractors

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

1. The signed Environmental **Policy** based on International Organization for Standardization (ISO) that displays all key components of Top management's commitments namely;
 - Regulatory compliance and other requirements
 - Commitment to Pollution prevention
 - Continual improvement
 - Provides framework for setting and reviewing objectives and targets and
 - Communication of Policy to all employees working for or on behalf of the Contractor**An unsigned or undated policy will be scored '20'**
2. Tenderer to provide a signed declaration of understanding as part of the returnable acknowledging understanding thereof and the budget provision for the implementation of environmental management requirements.
3. The tenderer must provide **procedures** for checking, monitoring, and measuring the performance of the Environmental Management System. The tenderer must provide written procedures for (A-E) below.

Each of the procedures must include insight into the (6 M's)

- Methods to be used
- Manpower requirements
- Money/Materials, financial requirements, resources, and capacity to undertake the works
- Measurement in terms of performance objectives, key performance indicators or targets
- Machinery, equipment, basic tools required
- Management reporting and communication requirements

- A. Waste management (general & hazardous)
- B. The evaluation of compliance
- C. Reporting of Non-conformance, initiating of corrective and preventative action.
- D. Handling and Investigation of Environmental incidents.
- E. Control of Environmental Records

Attached submissions to this schedule:

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

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

	Policy	Checking, Monitoring and Measuring Procedures
Points (10)	5	5
Score 0	The Tenderer has submitted no information to determine a score	The Tenderer has submitted no information to determine a score
Score 20	Policy addresses 1 of the required elements and will most likely fail to meet the <i>Employer's</i> requirements OR the Policy is unsigned or undated.	The procedures provided will not meet the Employer's requirements. Only 1 of the procedures are provided or No insight is provided in the procedures in describing the necessary focus area as outlined under the 6M's.
Score 40	Policy addresses 2 of the required elements and is unlikely to meet the <i>Employer's</i> requirements	The procedures may meet the Employer's requirements. Only 2 of the procedures (A-E) are addressed. or The 6M's are inadequately addressed. Much more detail will need to be provided under the 6 M's in order for the procedures to be comprehensive.

Score 60	Policy addresses 3 of the required elements and is possibly able to meet the <i>Employer's</i> requirements	<p>At least 3 of the procedures (A-E) are addressed.</p> <p>The 6M's are reasonably addressed.</p> <p>The procedures will reasonably meet the Employer's requirements. They could be refined.</p>
Score 80	Policy addresses 4 of the required elements and is likely to ensure compliance with the stated <i>Employer's</i> requirements	<p>Four (4) of the procedures (A-E) are addressed.</p> <p>The procedures (A-E) are adequately addressed and will produce the required outcomes.</p> <p>The procedures will meet the Employer's stated requirements.</p>
Score 100	<p>Policy addresses 5 of the required elements and will meet the <i>Employer's</i> requirements:</p> <ul style="list-style-type: none"> • Regulatory compliance and other requirements • Commitment to Pollution prevention • Continual improvement • Provides framework for setting and reviewing objectives and targets and • Is communicated to all employees working for or on behalf of the organization 	<p>All procedures (A-E) and all the 6 M's are extensively addressed.</p> <p>The procedures will meet the Employer's requirements with ingenuity and best practice.</p>



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

Signed	_____	Date	_____
Name	_____	Position	_____
Tenderer	_____		



T2.2-06: Evaluation Schedule: Health and Safety Requirements

Submit the following documents as a minimum with your tender:

1. Safety, Health & Environmental Policy signed by the Chief Executive Officer. List the five elements -
 - Commitment to Safety, prevention of pollution,
 - Continual improvement,
 - Compliance to legal requirements, appropriate to the nature of contractor's activities,
 - Hold management accountable for development of the safety systems.
 - Include objectives and targets.
2. Roles & Responsibilities, such as S16.2 CEO, CR8.1 Construction Manager, CR8.5 Safety Officer, CR8.7 Construction Supervisor, CR9.1 Risk Assessor, 17.1 SHE Reps, etc. as per the Occupational Health and Safety Act 85 of 1993 and COVID -19 Compliance Officer.
3. Overview of the project specific Task Risk Assessment (RA), indicating major activities of the project namely:
 - Cable trenching
 - DCP testing
 - Backfilling
 - Manhole construction
4. Complete and return with tender documentation the Contractor Safety Questionnaire included to this Evaluation Schedule as a returnable, attach all required supporting documents and complete your company three-years synopsis of SHE incidents, description, type and action taken to prevent re-occurrence.
5. Evidence that the Principal Contractor have made adequate provisions for the cost of Health & Safety "Activity Schedule": CR 3(5) (b)(iii) read with CR 5(1)(g)

Attached submissions to this schedule:

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The scoring of the Tenderer's Health and safety requirements will be as follows:

Points (10)	1	2	2	3	2
	Policy (State points allocated) 1) Commitment to Safety, prevention of pollution, 2) Continual improvement, 3) Compliance to legal requirements, appropriate to the nature of contractor's activities, 4) Hold management accountable for development of the safety systems, 5) Include objectives and targets.	Roles & Responsibilities 1) S16.2 CEO 2) 8.1 Construction Manager - SACPCMP registration as Pr. Construction Manager, 3) 8.5 SACPMP Registered Construction Health and Safety Officer, 4) 8.7 Construction Supervisor, 5) 9.1 Risk Assessor, 6) 17.1 SHE Rep as per the Occupational Health and Safety Act 85 of 1993 and 7) COVID-19 Compliance Officer	Overview of the Baseline risk assessment Indicating major activities of the project i.e., execution and handover of the following packages: 1. Cable trenching 2. DCP testing 3. Backfilling 4. Manhole construction	Safety Questionnaire Complete and return with tender documentation the Contractor Safety Questionnaire with required all supporting documentation included as an Annexure. The questionnaire must be fully completed. Points will be allocated to the critical areas identified in the questionnaire. • Letter of good standing (1); • Health and safety plan (2); • Induction (1); and • Health and Safety resources (2).	Cost Breakdown Sheet Submission of completed cost breakdown sheet covering health and safety budget allocation.
Score 0	The Tenderer has submitted no information to determine a score.				
Score 20	1 of the 5 key policy components are recognized and meets the <i>Employer's</i> requirements and it is signed by the Chief Executive Officer.	1 of the 7 Roles and responsibilities are in compliance as per the Works Information and meet the Occupational health and safety Act as per construction regulations and TNPA health and safety specification.	1 to 2 of the 10 submitted task risk assessment specific to the project and covers all the outlined sub-activities, applicable to the task.	Information supplied is totally insignificant / inadequate to achieve the required standard of service and total score of supporting documents as per the allocated points 01% – 30% on the returnable safety	Health and Safety budget submitted is totally insignificant / inadequate to achieve the required standard of service, 0% - 1% of the tender value.



				questionnaire.	
Score 40	2 of the 5 key policy components are recognized and meets the <i>Employer's</i> requirements and it is signed by the Chief Executive Officer.	2 to 4 of the Roles and responsibilities are in compliance as per the Works Information and meet the Occupational health and safety Act as per construction regulations and TNPA health and safety specification.	3 to 4 of the 10 submitted task risk assessment specific to the project and covers all the outlined sub-activities, applicable to the task.	Poor response / answer / solution lacks convincing evidence, medium risk that stated Employer's requirements will not be met and total score of supporting documents as per the allocated points 31% - 50% on the returnable safety questionnaire.	Health and Safety budget submitted is insignificant / inadequate / answer / solution to the returnable, Employer's health and safety requirements will not be met, between 1% and 2% of the tender value.
Score 60	3 of the 5 key policy components are recognized and meet the <i>Employer's</i> requirements and it is signed by the Chief Executive Officer.	5 of the 7 Roles and responsibilities are in compliance as per the Works Information and meet the Occupational health and safety Act as per construction regulations and TNPA health and safety specification.	5 to 7 of the 10 submitted task risk assessment specific to the project and covers all the outlined sub-activities, applicable to the task.	Satisfactory response / answer / solution to the particular aspect of the requirement, evidence given that the stated Employer's requirements will be met and total score of supporting documents as per the allocated points 51% - 70% on the returnable safety questionnaire.	Health and Safety budget submitted is a satisfactory response / answer / solution to the returnable, Employer's health and safety requirements will be met, from 2% to 3% of the tender value.
Score 80	4 of the 5 key policy components are recognized and meets the <i>Employer's</i> requirements and it is	6 of the 7 Roles and responsibilities are in compliance as per the Works Information and meets the Occupational Health and Safety Act	8 to 9 submitted task risk assessment specific to the project and covers all the outline sub-activities, applicable to the task.	Good response / answer / solution which demonstrates real understanding and evidence of ability to meet	Health and Safety budget submitted is a good response / answer /solution to the returnable. Employer's health



	signed by the Chief Executive Officer.	as per construction regulations and TNPA health and safety specification.		stated Employer's requirements and total score of supporting documents as per the allocated points 71% - 90% points on the returnable safety questionnaire.	and safety requirements will be met, between 3% to 4% of the tender value.
Score 100	All 5 key policy components are recognized and meets the <i>Employer's</i> requirements and it is signed by the Chief Executive Officer.	All 7 Roles and responsibilities are in compliance as per the Works Information and meets the Occupational Health and Safety Act as per construction regulations and TNPA health and safety specification.	All 10 submitted task risk assessments specific to the project and covers all the outlined sub-activities, applicable to the task.	Very good response / answer / solution gives real confidence that the tenderer is most likely to ensure compliance with stated Employer's requirements and total score of documents as per the allocated points 91% - 100% on the returnable safety questionnaire.	Health and Safety budget submitted is a very good response / answer / solution to the returnable, Employer's health and safety requirements will be met, above 4% of the tender value.

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

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

T2.2-06.1: Health and Safety Cost Breakdown

Tenderer (Company)	Responsible Person	Designation	Date
Project/Tender Title	Project/Tender No.	Project Location / Description	

#	Cost element	Unit Cost (R)	# of Units	Total Cost (R)
1.	Human Resources			
2.	Systems Documentation			
3.	Meetings & Administration			
4.	H&S Training			
5.	PPE & Safety Equipment			
6.	Signage & Barricading			
7.	Workplace Facilities			
8.	Emergency & Rescue Measures			
9.	Hygiene Surveys & Monitoring			
10.	Medical Surveillance			
11.	Safe Transport of Workers			
12.	HazMat Management (e.g., asbestos /silica)			
13.	Substance Abuse Testing (3 kits @R500 pm)			
14.	H&S Reward & Recognition			
		Total Health and Safety Estimate (R)		
		Total Estimate Value (R)		
		H&S Cost as % of Tender value		

T2.2-07: Evaluation Schedule - Programme

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

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

- Ability to execute the works in terms of the *Employer's* requirements and within the required timeframe indicating, in a logical sequence, the order and timing of the the fibre installation that will take place in order to provide the *works* clearly indicating the capacity & capability to achieve the dates stated in the Contract Data.
- Dates when the *Contractor* will need *access* to any part of the site and/or persons and/or information, as well as submission approval process and timing for Health & Safety Files, Environmental Files and Quality Files pre-requisites/requirements. In addition, the Programme must clearly demonstrate adequate provision for the review and acceptance process associated with deliverables requiring the *Employer's* acceptance including due cognizance taken of the timeframes associated with undertaking same and any other items of this nature. Moreover, the Programme must clearly demonstrate adequate provision for the process and timeframes associated with undertaking procurement processes for all long lead items, inductions, permits, medicals, plant and equipment approvals and any required certifications in this regard including andy interim approvals by the *Project Manager*, the *Supervisor* and/or the *Employer* .
- The *Contractor* indicates how he plans in achieving the following dates and clearly demonstrates them on the schedule – initiates Starting Date, Access Dates, Planned Completion, Completion Date. In addition, the Programme clearly demonstrates adequate provisions for Time Risk Allowances (TRA). Time Risk Allowances are not float, are owned by the Tenderer, can be included in the activity duration and illustrated in the schedule in a code field or as an attachment.
- The Programme must clearly support and demonstrate full alignment to the Approach Paper as contained under T.2.2-08.

The scoring of the Programme will be as follows:

	<p>Ability to execute the works in terms of the <i>Employer's</i> requirements and within the required timeframe indicating, in a logical sequence, the order and timing of the construction that will take place in order to Provide the <i>works</i> clearly indicating the capacity & capability to achieve the dates stated in the Contract Data.</p>	<p>Dates when the <i>Contractor</i> will need <i>access</i> to any part of the site and/or persons and/or information, as well as submission approval process and timing for Health & Safety Files, Environmental Files and Quality Files pre-requisites/requirements. In addition, the Programme must clearly demonstrate adequate provision for the review and acceptance process associated with deliverables requiring the <i>Employer's</i> acceptance including due cognizance taken of the timeframes associated with undertaking same and any other items of this nature. Moreover, the Programme must clearly demonstrate adequate provision for the process and timeframes associated with undertaking procurement processes for all long lead items, inductions, permits, medicals, plant and equipment approvals and any required certifications in this regard including any interim approvals by the <i>Project Manager</i>, the <i>Supervisor</i> and/or the <i>Employer</i> . In addition, the Programme must clearly demonstrate adequate provision for the process and timeframes associated with undertaking all requirements related to Covid-19 readiness and compliance in line with the <i>Employer's</i> Works Information in this regard.</p>	<p>The <i>Contractor</i> indicates how he plans in achieving the following dates and clearly demonstrates them on the schedule – initiates Starting Date, Access Dates, Planned Completion, & Completion Date. In addition the Programme clearly demonstrates adequate provisions for Time Risk Allowances (TRA). Time Risk Allowances are not float, are owned by the Tenderer, can be included in the activity duration and illustrated in the schedule in a code field or as an attachment.</p>	<p>The Programme must clearly support and demonstrate alignment to the Approach Paper as contained under T.2.2-08.</p>
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Total Points (10)	3	2	3	2
Score 0	The Tenderer has submitted no information to determine a score.			
Score 20	<ul style="list-style-type: none"> The programme is not acceptable as it will not satisfy project objectives or requirements. The tenderer has misunderstood the scope of work and does not deal with the critical aspects of the overall programme. 	<ul style="list-style-type: none"> The tenderer has not addressed critical access requirements. The tenderer has not allowed timing for approval processes for SHEQ documentation. The tenderer has not made provision for undertaking procurement processes for long lead items, inductions, permits and medicals. The tenderer has not demonstrated any provisions for undertaking COVID-19 compliance and readiness requirements. 	<ul style="list-style-type: none"> The tenderer has addressed some but not all date requirements and submission contains critical logic and sequencing errors which renders it unrealistic/unachievable. The tenderer has not demonstrated Time Risk Allowance (TRA). 	<ul style="list-style-type: none"> No alignment between programme and Approach Paper.
Score 40	<ul style="list-style-type: none"> The programme is generic, not practical and unrealistic, therefore is unlikely to satisfy project objectives or <i>Employer's</i> requirements. The tenderer has misunderstood certain aspects of the scope of the works and does not deal with the critical aspects of the project. 	<ul style="list-style-type: none"> The tenderer has addressed critical but not all access requirements. The tenderer has not allowed sufficient timing for approval processes for SHEQ documentation. The tenderer has not adequately demonstrated undertaking the procurement process for all long lead items, inductions, permits and medicals i.e. some but not all long lead items considered, and insufficient durations allowed for procurement timelines. The tenderer has demonstrated inadequate provisions for undertaking COVID-19 compliance and readiness requirements i.e. provisions are not fully in accordance with the <i>Employer's</i> Works Information. 	<ul style="list-style-type: none"> The tenderer has addressed some but not all date requirements and submission contains critical logic and sequencing errors which renders it unrealistic/unachievable. The tenderer has demonstrated inadequate provision for Time Risk Allowance (TRA) i.e., TRA in insufficient quantities and not assigned to specific activities and/or critical components of the scope which are likely to be subject to uncertainty. 	<ul style="list-style-type: none"> Critical errors and or omissions in alignment between programme and Approach Paper.
Score 60	<ul style="list-style-type: none"> The programme addresses certain specific project objectives but does not adequately deal with all critical characteristics of the project. The programme is complete and 	<ul style="list-style-type: none"> The tenderer has adequately addressed all access requirements. The tenderer has allowed sufficient timing for approval processes for SHEQ documentation. 	<ul style="list-style-type: none"> The tenderer has addressed all date requirements correctly and submission contains logic and sequencing which is accurate, and renders the submission realistic and 	<ul style="list-style-type: none"> Minor errors and or omissions in alignment between programme and Approach Paper.

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

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

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

Signed	_____	Date	_____
Name	_____	Position	_____
Tenderer	_____		

T2.2-08: Evaluation Schedule - Approach Paper

Approach paper which responds to the Scope of work & addenda outlines proposed approach/methodology relating but not limited to programme, method statement, technical approach & an understanding of the project objective. The approach paper should articulate what the Tenderer will provide in achieving the stated objectives for the project & demonstrate the alignment to key persons & organogram to exhibit clear understanding of the project.

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 technical approach they would adopt to address them. The approach paper 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 Approach Paper should:

1. Outline of proposed approach
2. Detail the method statement, technical approach, supervision, monitoring of construction sequencing in terms of the Works Information
3. Demonstrate an understanding of the project objectives.

The Approach Paper must be aligned to; and accompanied by a programme indicating Start and Completion Dates, Key Dates, milestones and resource activities. The programme must clearly indicate the timeframes for construction activities to meet project deliverables.

The approach paper shall include as a minimum but not limited to the following:

1. Outline of proposed approach
2. Site establishment
3. Mobilization
4. Site Supervision
5. Quality management
6. Health and safety management
7. Environmental management
8. Construction Management
9. Contract management
10. Document management
11. Testing and commissioning
12. Handover
13. Tenderer to outline proposed construction plant/equipment for the project including but not limited to the following:
 - a. Primary plant equipment for construction activities associated with Fibre installations

14. Tenderer to further outline approach methodology for the installation of specialist equipment .

Index of documentation attached to this schedule:

.....

.....

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.....

.....

The scoring of the approach paper will be as follows:

Elements:	Total Points (20)	Approach is clearly articulated and based on the Works Information	Demonstrates a clear understanding of the project objectives
		10	10
Outline of proposed approach 20%	Score 0	The Tenderer has submitted no information or inadequate information to determine a score.	
Resource matrix 25%	Score 20	The approach paper is not acceptable as it will not satisfy project objectives or requirements. The tenderer has misunderstood the scope of work and does not deal with the critical aspects of the project.	
Primary tools/equipment 15%	Score 40	The approach is generic and not tailored to address the specific project objectives and requirements. The approach does not adequately deal with the critical characteristics of the project. The approach to managing risk is too generic. The Tender's methodology submitted addresses ($\geq 8 - \leq 10$) critical elements in terms of the scope of work.	
Works Information Alignment 15%			
Detailed method statement 25%	Score 60	The approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The statement details the technical approach, supervision and monitoring of construction. The approach to managing risk etc. is specifically tailored to the critical characteristics of the project. The Tender's methodology submitted addresses ($\geq 10 - \leq 12$) critical elements in terms of the scope of work.	
	Score 80	The approach is specifically and innovative tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The approach/programme to managing risk etc. is specifically tailored to the critical characteristics of the project. Supported by sample of quality controls. The statement details the technical approach, supervision and monitoring of construction. The Tender's methodology submitted addresses ($\geq 12 - \leq 14$) critical elements in terms of the scope of work.	
	Score 100	Besides meeting the "80" rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of state-of-the-art approaches. The statement details the technical approach, supervision and monitoring of construction. The approach paper/programme details ways to improve the project outcomes and the quality of the outputs. The Tender's methodology submitted addresses all 14 of the critical elements	

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

Signed

Date

.....

.....

Name

Position

.....

.....

Tenderer

.....



T2.2-09: 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



T2.2-10: Record of Addenda to Tender Documents

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

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

Attach additional pages if more space is required.



T2.2-11 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:

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

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There is a vertical margin line on the left side, creating a narrow left margin. The paper appears to be from a notebook or a standard ruled document.

Part T2: Returnable Schedules

T2.2-12: Risk Elements

T2.2-14: 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:

- In terms of PPPFA Regulation 6 (5), 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.
- In terms of PPPFA Regulation 12 (3), 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 sub-contractors 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"/>	



T2.2-15: Site Establishment Requirements

Tenderers to indicate their Site establishment area requirements:

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There is a vertical margin line on the left side, creating a narrow left margin. The paper appears to be from a notebook or a standard ruled document.

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

1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.

1.3 Preference points for this bid shall be awarded for:

(a) Price;

(b) B-BBEE Status Level of Contribution; and

(c) Any other specific goal determined in the Transnet preferential procurement policy

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

	POINTS
PRICE	80
B-BBEE Status Level of Contribution; Level 1 or 2 = 10 +50% Black Youth Owned Entities = 5 30% Black women Owned entities = 5	20
Total points for Price and B-BBEE must not exceed	100

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

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

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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

4. 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
30% Black Women Owned Entities	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

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

Enterprise	B-BBEE Certificate & Sworn Affidavit
Large	Certificate issued by SANAS accredited verification agency
QSE	Certificate issued by SANAS accredited verification agency Sworn Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned) [Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at www.dti.gov.za/economic_empowerment/bee_codes.jsp .]

EME¹	<p>Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership</p> <p>Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership</p> <p>Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard</p>
------------------------	--

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

5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contribution: . = (maximum of 20 points)
- (Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

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

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

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

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

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

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

(Tick applicable box)

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

☐ Partnership/Joint Venture / Consortium☐ One person business/sole propriety☐ Close corporation☐ Company☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional Service provider
- ☐ Other Service providers, e.g. transporter, etc.

[*TICK APPLICABLE BOX*]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If a bidder submitted false information regarding its B-BBEE status level of contributor,, which will affect or has affected the evaluation of a bid, or where a bidder has failed to declare any subcontracting arrangements or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have
- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Transnet reserves the right to penalise the bidder up to 10 percent of the value of the contract;
- (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
- (f) forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....

SIGNATURE(S) OF BIDDERS(S)

DATE:

SBD4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of institution	State

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

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

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

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

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

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



T2.2-17 NON-DISCLOSURE AGREEMENT



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

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

TRANSNET SOC LTD

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

and

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

WHEREAS

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

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

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



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

2. CONFIDENTIAL INFORMATION

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



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

3. RECORDS AND RETURN OF INFORMATION

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

4. ANNOUNCEMENTS

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

5. DURATION

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

6. PRINCIPAL

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



7. ADEQUACY OF DAMAGES

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

8. PRIVACY AND DATA PROTECTION

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

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

9. GENERAL

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

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

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

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

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

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

Signed

Date

Name

Position

Tenderer

T2.2-18: 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 T2.2-20 "Service Provider Integrity Pact".

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

IMPORTANT NOTICE TO TENDERERS

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



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.

b) Labour

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

c) Environment

- Principle 7: Businesses should support a precautionary approach to environmental challenges;

- Principle 8: undertake initiatives to promote greater environmental responsibility; and
 - Principle 9: encourage the development and diffusion of environmentally friendly technologies.
- d) Anti-Corruption
- Principle 10: Businesses should work against corruption in all its forms, including extortion and bribery.

4 INDEPENDENT TENDERING

- 4.1 For the purposes of that Certificate in relation to any submitted Tender, the Tenderer declares to fully understand that the word “competitor” shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:
- a) has been requested to submit a Tender in response to this Tender invitation;
 - b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
 - c) provides the same Goods and Services as the Tenderer and/or is in the same line of business as the Tenderer.
- 4.2 The Tenderer has arrived at his submitted Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive tendering.
- 4.3 In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- a) prices;
 - b) geographical area where Goods or Services will be rendered [market allocation];
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a Tender;
 - e) the submission of a Tender which does not meet the specifications and conditions of the RFP; or
 - f) tendering with the intention of not winning the Tender.
- 4.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications

and conditions or delivery particulars of the Goods or Services to which his/her tender relates.

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

5 DISQUALIFICATION FROM TENDERING PROCESS

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

of the damage. The exclusion will be imposed for up to a maximum of 10 (ten) years. However, Transnet reserves the right to impose a longer period of exclusion, depending on the gravity of the misconduct.

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

6 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

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



- 6.6 A Service Provider or Contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.
- 6.7 Grounds for blacklisting include: If any person/Enterprise which has submitted a Tender, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Tender or contract:
- a) Has, in bad faith, withdrawn such Tender after the advertised closing date and time for the receipt of Tenders;
 - b) has, after being notified of the acceptance of his Tender, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the Tender documents;
 - c) has carried out any contract resulting from such Tender in an unsatisfactory manner or has breached any condition of the contract;
 - d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;
 - e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;
 - f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:
 - (i) he made the statement in good faith honestly believing it to be correct; and
 - (ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;
 - g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
 - h) has litigated against Transnet in bad faith.
- 6.8 Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National Treasury's database of Restricted Service Providers or Register of Tender Defaulters.



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

7 PREVIOUS TRANSGRESSIONS

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

8 SANCTIONS FOR VIOLATIONS

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

9 CONFLICTS OF INTEREST

9.1 A conflict of interest includes, inter alia, a situation in which:

- a) A Transnet employee has a personal financial interest in a tendering / supplying entity; and
- b) A Transnet employee has private interests or personal considerations or has an affiliation or a relationship which affects, or may affect, or may be perceived to affect his / her judgment in action in the best interest of Transnet, or could affect the employee's motivations for acting in a particular manner, or which could result in, or be perceived as favouritism or nepotism.

9.2 A Transnet employee uses his / her position, or privileges or information obtained while acting in the capacity as an employee for:

- a) Private gain or advancement; or
- b) The expectation of private gain, or advancement, or any other advantage accruing to the employee must be declared in a prescribed form.

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

9.3 If a Tenderer/Service Provider/Contractor has or becomes aware of a conflict of interest i.e. a family, business and / or social relationship between its owner(s)/ member(s)/director(s)/partner(s)/shareholder(s) and a Transnet employee/ member of Transnet's Board of Directors in respect of a Tender which will be considered for the Tender process, the Tenderer/Service Provider/ Contractor:

- a) must disclose the interest and its general nature, in the Request for Proposal ("RFX") declaration form; or
- b) must notify Transnet immediately in writing once the circumstances has arisen.

9.4 The Tenderer/Service Provider/Contractor shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any committee member or any person involved in the sourcing process, where this is done, Transnet shall be entitled forthwith to rescind the contract and all other contracts with the Tenderer/Service Provider/Contractor.

10 DISPUTE RESOLUTION

10.1 Transnet recognises that trust and good faith are pivotal to its relationship with its Tenderer / Service Provider / Contractor. When a dispute arises between Transnet and its Tenderer / Service Provider / Contractor, the parties should use their best endeavours to resolve the dispute in an amicable manner, whenever possible. Litigation in bad faith negates the principles of trust and good faith on which commercial relationships are based. Accordingly, following a blacklisting process as mentioned in paragraph 6 above, Transnet will not do business with a company that litigates against it in bad faith or is involved in any action that

reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:

- a) **Vexatious proceedings:** these are frivolous proceedings which have been instituted without proper grounds;
- b) **Perjury:** where a Tenderer / Service Provider / Contractor make a false statement either in giving evidence or on an affidavit;
- c) **Scurrilous allegations:** where a Tenderer / Service Provider / Contractor makes allegations regarding a senior Transnet employee which are without proper foundation, scandalous, abusive or defamatory; and
- d) **Abuse of court process:** when a Tenderer / Service Provider / Contractor abuses the court process in order to gain a competitive advantage during a Tender process.

11 GENERAL

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

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

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 ishereinafter Operator and the Data subject is "Transnet". Operator will process personal information only with the knowledge and authorisation of Transnet and will treat personal information and the information of a third party which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.

- 2.4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this Agreement and the Operator is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.

- 2.5. In terms of this Agreement, the Operator acknowledges that it will obtain and have access to personal information of Transnet and the information of a third party and agrees that it shall only process the information disclosed by Transnet in terms of this Agreement and only for the purposes as detailed in this Agreement and in accordance with any applicable law.

- 2.6. Should there be a need for the Operator to process the personal information and the information of a third party in a way that is not agreed to in this Agreement, the Operator must request consent



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

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

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



YES	
------------	--

NO	
-----------	--

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

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

Insurance against (See clause 84.2 of the ECC)	Name of Insurance Company	Cover	Premium
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract			
Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R5 000 000/R10 000 000.			
Insurance in respect of loss of or damage to own property and equipment.			
(Other)			



TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2023/10/0014/46051/RFP

DESCRIPTION OF THE WORKS: THE SUPPLY AND INSTALLATION OF OPTIC FIBRE WITHIN THE PORT OF DURBAN
FOR A PERIOD OF SIX (6) MONTHS

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

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

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

.....

.....

.....

.....

.....

.....

.....

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 National Ports Authority
Transnet Corporate Centre
138 Eloff Street
Braamfontein
Johannesburg
2000

Date:

Dear Sirs,

Performance Bond for Tender No. TNPA/2023/10/0014/46051/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

THE SUPPLY AND INSTALLATION OF OPTIC FIBRE IN THE PORT OF DURBAN FOR A PERIOD OF SIX (6) MONTHS (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 _____ 201_

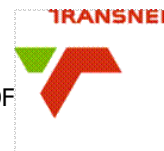
Signature(s)

Name(s) (printed)

Position in Guarantor company

Signature of Witness(s)

Name(s) (printed)



T2.2-26.01: 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

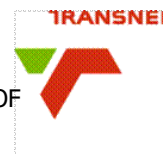
Signature(s)

Name (print)

Capacity

On behalf of Guarantor
(Bank/insurer)

Date



C1.1: Form of Offer & Acceptance

Offer

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

Title of the Contract: The Supply and installation of Optic Fibre within the Port of Durban for a period of six (6) months

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

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

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

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
Part C4	Site 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**

Transnet SOC Ltd

(Insert name and address of organisation)

Name &
signature of
witness

Date



Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		

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

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

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

C1.2 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	B: Priced contract with bill of quantities
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X2 Changes in the law
		X7: Delay damages
		X13: Performance Bond
		X16: Retention
		X18: Limitation of liability
		Z: Additional conditions of contract
	of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013)	
10.1	The <i>Employer</i> is:	Transnet SOC Ltd (Registration No. 1990/000900/30)
	Address	Registered address: Transnet Corporate Centre 138 Eloff Street Braamfontein Johannesburg 2000
	Having elected its Contractual Address for the purposes of this contract as:	Transnet National Ports Authority 237 Mahatma Gandhi Road Queens Warehouse



		Durban 4001
10.1	The <i>Project Manager</i> is: (Name)	TBA
	Address	237 Mahatma Gandhi Road, Queens Warehouse, Durban
	Tel	TBA
	e-mail	TBA
10.1	The <i>Supervisor</i> is: (Name)	TBA
	Address	237 Mahatma Gandhi Road, Queens Warehouse, Durban
	Tel No.	TBA
	e-mail	TBA
11.2(13)	The <i>works</i> are	The Supply and Installation of Optic Fibre within the Port of Durban
11.2(14)	The following matters will be included in the Risk Register	Removal of Asbestos Working at Heights
11.2(15)	The <i>boundaries of the site</i> are	As stated in Part C4.1."Description of the Site and it surroundings"
11.2(16)	The Site Information is in	Part C4
11.2(19)	The Works Information is in	Part C3
12.2	The <i>law of the contract</i> is the law of	The Republic of South Africa subject to the jurisdiction of the Courts of South Africa.
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	1 week
2	The Contractor's main responsibilities	No additional data is required for this section of the <i>conditions of contract</i>.
3	Time	
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	Six months from start date
11.2(9)	The <i>key dates</i> and the <i>conditions</i> to be met are:	Condition to be met key date



		1 Trenching	TBC
		2 Manhole construction	TBC
		3 Fibre pulling	TBC
30.1	The <i>access dates</i> are	Part of the Site	Date
		1 Port of Durban	TBC
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	2 weeks of the Contract Date.	
31.2	The <i>starting date</i> is	Upon SHE file approval and receipt of TNPA access permits	
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	2 weeks.	
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.		
4	Testing and Defects		
42.2	The <i>defects date</i> is	52 (fifty two) weeks after Completion of the whole of the <i>works</i>.	
43.2	The <i>defect correction period</i> is	2 weeks	
5	Payment		
50.1	The <i>assessment interval</i> is monthly on the	25th (twenty fifth) day of each successive month.	
51.1	The <i>currency of this contract</i> is the	South African Rand.	
51.2	The period within which payments are made is	Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.	
51.4	The <i>interest rate</i> is	the prime lending rate of Rand Merchant Bank (RMB) 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**
- 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 were recorded at: **Durban Weather Station**
- and which are available from: **South African Weather Service 012 367 6023 or info3@weathersa.co.za.**

7	Title	No additional data is required for this section of the <i>conditions of contract</i>.
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	Not applicable
84.1	The <i>Employer</i> provides these insurances from the Insurance Table	
	1 Insurance against:	Loss of or damage to the <i>works</i>, Plant and Materials is as stated in the Insurance policy for Contract Works/ Public Liability.
	Cover / indemnity:	to the extent as stated in the insurance policy for Contract Works / Public Liability and that which is prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended and whatever the Service Provider deems desirable.



The deductibles are:		as stated in the insurance policy for Contract Works / Public Liability
2	Insurance against:	Loss of or damage to property (except the <i>works</i>, Plant and Materials & 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
	Cover / indemnity	Is to the extent as stated in the insurance policy for Contract Works / Public Liability
	The deductibles are	as stated in the insurance policy for Contract Works / Public Liability
3	Insurance against:	Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability
	Cover / indemnity	Is to the extent as stated in the insurance policy for Contract Works / Public Liability
	The deductibles are:	As stated in the insurance policy for Contract Works / Public Liability
4	Insurance against:	Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon
	Cover / indemnity	Cover / indemnity is to the extent provided by the SASRIA coupon
	The deductibles are	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.
	Note:	The deductibles for the insurance as stated above are listed in the document titled "Certificate of Insurance: Transnet (SOC) Limited Principal Controlled Insurance."

84.1 The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of

the *Contractor* arising out of and in the course of their employment in connection with this contract for any one event is

The *Contractor* must comply at a minimum with the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended.

The *Contractor* provides these additional Insurances

- 1 Where the contract requires that the design of any part of the *works* shall be provided by the *Contractor* the *Contractor* shall satisfy the *Employer* that professional indemnity insurance cover in connection therewith has been affected**
- 2 Where the contract involves manufacture, and/or fabrication of Plant & Materials, components or other goods to be incorporated into the *works* at premises other than the site, the *Contractor* shall satisfy the *Employer* that such plant & materials, components or other goods for incorporation in the *works* are adequately insured during manufacture and/or fabrication and transportation to the site.**
- 3 Should the *Employer* have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the *Contractor's* policies of insurance as well as those of any sub-contractor**
- 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 R10 000 000.**
- 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 <i>Contractor</i> .
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 <i>Contractor</i>) caused by activity in connection with this contract for any one event is	Whatever the <i>Contractor</i> requires in addition to the amount of insurance taken out by the <i>Employer</i> for the same risk.
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 policy for Contract
9	Termination	There is no additional Contract Data required for this section of the <i>conditions of contract</i>.
10	Data for main Option clause	
B	Priced contract with Bill of Quantities	No additional data is required for this Option.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is	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>.
W1.2(3)	The <i>Adjudicator nominating body</i> is: If no <i>Adjudicator nominating body</i> is entered, it is:	The Chairman of the Association of Arbitrators (Southern Africa) the Association of Arbitrators (Southern Africa)



W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)
	The place where arbitration is to be held is	Durban, KwaZulu Natal, South Africa
	The person or organisation who will choose an arbitrator	The Chairman of the Association of Arbitrators (Southern Africa)
	- if the Parties cannot agree a choice or	
	- if the arbitration procedure does not state who selects an arbitrator, is	
12	Data for secondary Option clauses	
X2	Changes in the law	No additional data is required for this Option
X7	Delay damages	
X7.1	Delay damages for Completion of the whole of the <i>works</i> are	R1 500.00 per day
X13	Performance bond	
X13.1	The amount of the performance bond is	5% of the total of the Prices
X16	Retention	
X16.1	The retention free amount is	Nil
	The retention percentage is	10% on all payments certified.
X18	Limitation of liability	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	Nil
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:	The deductible of the relevant insurance policy



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:	The cost of correcting the Defect
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:	The Total of the Prices
X18.5	The <i>end of liability date</i> is	5 years after Completion of the whole of the works
Z	<i>Additional conditions of contract are:</i>	
Z2	Additional clause relating to Performance Bonds and/or Guarantees	
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 <i>Employer</i> by a financial institution reasonably acceptable to the <i>Employer</i> .	
Z3	Additional clauses relating to Joint Venture	
Z3.1	Insert the additional core clause 27.5	
	27.5. In the instance that the <i>Contractor</i> is a joint venture, the <i>Contractor</i> shall provide the <i>Employer</i> with a certified copy of its signed joint venture agreement, and in the instance that the joint venture is an 'Incorporated Joint Venture,' the Memorandum of Incorporation, within 4 (four) weeks of the Contract 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 constituent's 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 liabilities to the *Employer* to Provide the Works;**
 - ii. **identification of the lead partner in the joint venture confirming the authority of the lead partner 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:**
 - iv. **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;**

		v. the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.
Z3.2		Insert additional core clause 27.6
		27.6. The <i>Contractor</i> shall not alter its composition or legal status of the Joint Venture without the prior approval of the <i>Employer</i>.
Z4	Additional obligations in respect of Termination	
Z4.1		<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"> • commenced business rescue proceedings (R22) • repudiated this Contract (R23)
Z4.2	Termination Table	<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>
Z4.3		Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."
Z5	Right Reserved by the <i>Employer</i> to Conduct Vetting through SSA	
Z5.1		The <i>Employer</i> 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:

- 1. Confidential – this clearance is based on any information which may be used by malicious, opposing or hostile elements to harm the objectives and functions of an organ of state.**
- 2. Secret – clearance is based on any information which may be used by malicious, opposing or hostile elements to disrupt the objectives and functions of an organ of state.**
- 3. Top Secret – this clearance is based on information which may be used by malicious, opposing or hostile elements to neutralise the objectives and functions of an organ of state.**

Z6 Additional Clause Relating to Collusion in the Construction Industry

Z6.1 The contract award is made without prejudice to any rights the *Employer* may have to take appropriate action later with regard to any declared tender rigging including blacklisting.

Z7 Protection of Personal Information Act

Z7.1 The *Employer* and the *Contractor* 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.

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) 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:	

		CV's (and further key persons data including CVs) are appended to Tender Schedule entitled .
11.2(14)	The following matters will be included in the Risk Register	
31.1	The programme identified in the Contract Data is	
B	Priced contract with bill of quantities	
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
	Data for Schedules of Cost Components	<i>Note "SCC" means Schedule of Cost Components starting on page 60 of ECC, and "SSCC" means Shorter Schedule of Cost Components starting on page 63 of ECC.</i>

B	Priced contract with bill of quantities	Data for the Shorter Schedule of Cost Components		
41 in SSCC	The percentage for people overheads is:	%		
21 in SSCC	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	% (state plus or minus)		
22 in SSCC	The rates of other Equipment are:	Equipment	Size or capacity	Rate



61 in SSCC	The hourly rates for Defined Cost of design outside the Working Areas are	Category of employee		Hourly rate
62 in SSCC	The percentage for design overheads is	%		
63 in SSCC	The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are:			



PART 2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option B	6
C2.2	The <i>bill of quantities</i>	3

C2.1 Pricing instructions: Option B

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 and 2013 (ECC) Option B states:

**Identified
and defined
terms**

11

11.2

(21) The Bill of Quantities is the *bill of quantities* as changed in accordance with this contract to accommodate implemented compensation events and for accepted quotations for acceleration.

(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.

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

- the quantity of the work which the *Contractor* has completed for each item in the Bill of Quantities multiplied by the rate and
- a proportion of each lump sum which is the proportion of the work covered by the item which the *Contractor* has completed.

Completed work is work without Defects which would either delay or be covered by immediately following work.

(31) The Prices are the lump sums and the amounts obtained by multiplying the rates by the quantities for the items in the Bill of Quantities.

This confirms that Option B is a re-measurement contract and the bill comprises only items measured using quantities and rates or stated as lump sums. Value related items are not used. Time related items are items measured using rates where the rate is a unit of time.



1.2. Function of the Bill of Quantities

Clause 55.1 in Option B states, "Information in the Bill of Quantities is not Works Information or Site Information". This confirms that instructions to do work or how it is to be done are not included in the Bill, but in the Works Information. This is further confirmed by Clause 20.1 which states, "The *Contractor* Provides the Works in accordance with the Works Information". Hence the *Contractor* does **not** Provide the Works in accordance with the Bill of Quantities. The Bill of Quantities is only a pricing document.

1.3. Guidance before pricing and measuring

Employers preparing tenders or contract documents, and tendering contractors are advised to consult the sections dealing with the bill of quantities in the NEC3 Engineering and Construction Contract (June 2005) Guidance Notes before preparing the *bill of quantities* or before entering rates and lump sums into the *bill*.

Historically bill of quantities based contracts in South Africa have been influenced by the different approaches of the civil engineering and building sectors of the industry through their respective discipline based standard forms of contract and methods of measurement. This is particularly apparent in the approach to the Preliminary and General bill. On the other hand, because ECC caters for a number of disciplines in the same contract, including electrical works, a different approach not currently found in local methods of measurement to the Preliminary & General bill items may have been used.

The NEC approach to the P & G bill assumes use will be made of method related charges for Equipment applied to Providing the Works based on durations shown in the Accepted Programme, fixed charges for the use of Equipment that is required throughout the construction phase, time related charges for people working in a supervisory capacity for the period required, and lump sum charges for other facilities or services not directly related to performing work items typically included in other parts of the bill.



2. Measurement and payment

2.1. Symbols

The units of measurement described in the Bill of Quantities are metric units abbreviated as follows:

Abbreviation	Unit
%	percent
h	hour
ha	hectare
kg	kilogram
kl	kilolitre
km	kilometre
km-pass	kilometre-pass
kPa	kilopascal
kW	kilowatt
l	litre
m	metre
mm	millimetre
m ²	square metre
m ² -pass	square metre pass
m ³	cubic metre
m ³ -km	cubic metre-kilometre
MN	meganewton
MN.m	meganewton-metre



MPa	megapascal
No.	number
Prov sum ¹	provisional sum
PC-sum	prime cost sum
R/only	Rate only
sum	Lump sum
t	ton (1000kg)
W/day	Work day

2.2. General assumptions

- 2.2.1. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance has been made in the quantities for waste.
- 2.2.2. The Prices and rates stated for each item in the Bill of Quantities shall be treated as being fully inclusive of all work, risks, liabilities, obligations, overheads, profit and everything necessary as incurred or required by the *Contractor* in carrying out or providing that item.
- 2.2.3. Clause 63.13 in Option B provides that these rates and Prices may be used as a basis for assessment of compensation events instead of Defined Cost.
- 2.2.4. Where this contract requires detailed drawings, designs or other information to be provided, and no rates or prices are included in the *bill* specifically for such matters, then the *Contractor* is deemed to have allowed for all costs associated with such requirements within the tendered rates and Prices in the Bill of Quantities.

¹ Provisional Sums should not be used unless absolutely unavoidable. Rather include specifications and associated bill items for the most likely scope of work, and then change later using the compensation event procedure if necessary. This is because tenderers cannot programme effectively for unknown scopes of work



- 2.2.5. An item against which no Price is entered will be treated as covered by other Prices or rates in the *bill of quantities*. If a number of items are grouped together for pricing purposes, this will be treated as a single lump sum.
- 2.2.6. The quantities contained in the Bill of Quantities may not be final and do not necessarily represent the actual amount of work to be done. The quantities of work assessed and certified for payment by the *Project Manager* at each assessment date will be used for determining payments due and not the quantities given in the Bill of Quantities.
- 2.2.7. The short descriptions of the items of payment given in the *bill of quantities* are only for the purposes of identifying the items. More detail regarding the extent of the work entailed under each item is provided in the Works Information.

2.3. Departures from the *method of measurement*

2.4. Amplification of or assumptions about measurement items

For the avoidance of doubt the following is provided to assist in the interpretation of descriptions given in the *method of measurement*. In the event of any ambiguity or inconsistency between the statements in the *method of measurement* and this section, the interpretation given in this section shall be used.

C2.2 The *bill of quantities*

Item	Item Description	Unit of Measure	Estimated Quantity	Rate	Total Price
PRELIMINARY AND GENERAL					
	FIXED PRELIMINARY ITEMS				
	Contractual requirements, sureties, insurances, etc.	item	1		
	Establishment of facilities on site	item	1		
	Tools and Equipment	item	1		
	Ablutions and latrine facilities	item	1		
	Water Supplies, electric power and communications	item	1		
	Access	item	1		
	Health and Safety	item	1		
	Environmental	item	1		
	Removal of site establishment	item	1		
	TIME RELATED PRELIMINARY ITEMS				
	Time related obligations (incl. supervision)	month	6		
CONVENTIONAL TRENCHING					
1	Normal Soil (No hard rock, no road crossing), inclusive of trenching, reinstatements, backfilling and installing ducts up to 300mm wide x 700mm depth, Supply and lay 110m sleeves with draw wire. Duct Config to contain a 7way (12/10) in 110mm pipe where required for a 48 Core Fibre cable. The line item speaks to all works in public way including driveway crossings, boring / thrusting etc. Road drill line item to be used for directional drilling of roads only.	m	4550		

TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2023/10/0014/46051/RFP

DESCRIPTION OF THE WORKS: FOR THE SUPPLY AND INSTALLATION OF OPTIC FIBRE IN THE PORT OF DURBAN FOR A PERIOD OF SIX (6) MONTHS

2	Normal Soil (Hard rock, no road crossing), inclusive of trenching, reinstatements, backfilling and Installing ducts up to 300mm x 700mm depth. Supply and lay 110m sleeves with draw wire. Duct Config to contain a 7way (12/10) in 110mm pipe where required for a 48 Core Fibre cable. The line item speaks to all works in public way including driveway crossings, boring / thrusting etc. Road drill line item to be used for directional drilling of roads only.	m	1000		
3	Normal Soil (No hard rock, road crossing only), inclusive of trenching, reinstatements, backfilling and Installing ducts up to 300mm x 700mm depth. Supply and lay 110m sleeves with draw wire. Duct Config to contain a 7way (12/10) in 110mm pipe where required for a 48 Core Fibre cable. The line item speaks to all works in public way including driveway crossings, boring / thrusting etc. Road drill line item to be used for directional drilling of roads only.	m	3300		
4	Normal Soil (Hard rock, road crossing only), inclusive of trenching, reinstatements, backfilling and Installing ducts up to 300mm x 700mm depth. Supply and lay 110m sleeves with draw wire. Duct Config to contain a 7way (10/12) in 110mm pipe where required for a 48 Core Fibre cable. The line item speaks to all works in public way including driveway crossings, boring / thrusting etc. Road drill line item to be used for directional drilling of roads only.	m	250		

Road drilling					
5	OSP - Road Drill (No Hard Rock), directional drill used for road crossing only and contains the high-density outer duct which will facilitate all duct configurations used in FTTx	m	3300		
6	OSP - Road Drill (Hard Rock), directional drill used for road crossing only and contains the high-density outer duct which will facilitate all duct configurations used in FTTx	m	250		
Manholes					
7	Supply and install (600mm length x 600mm width x 600mm depth - inside dimensions) Telecom Manholes with necessary accessories.	No.	158		
8	Removal of Vegetation/Landscaping	Sum	1		
9	DCP and Duct Integrity Test (DIT) testing every 50m	Sum	1		
Supply and installation of fibre					
10	Supply 96 core drum of fibre and accessories	No	4		
11	Labour	item	1		
Total Amount excl. VAT					
VAT 15%					
Total price incl. VAT (To be carried to the offer)					

PART C3: SCOPE OF WORK

Document reference	Title	No of page
C3.1	This cover page	1
	Employer's Works Information	37
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C3.1 EMPLOYER'S WORKS INFORMATION

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SECTION 1

1 Description of the works

1.1 Executive overview

In 2022, the Transnet National Ports Authority board approved the Kwa-Zulu Natal Ports Masterplans which amongst others, positions the Port of Durban as a Mega Container Hub and a Premier Automotive Terminal. In order to realize these ambitions, TNPA staff and operations situated at the Point precinct have been earmarked to relocate to alternative sites. Given the proposed relocations, TNPA is required to deploy optic fibre to the facilities earmarked for the proposed relocation within the Port of Durban.

Transnet National Ports Authority (TNPA), a division of Transnet SOC Limited, would like to invite suitable service providers to deploy optic fibre infrastructure to the earmarked facilities. It is envisaged that the contract term will be for a maximum of six (6) months.

1.2 Description of the Works

Primarily, the scope of works entails the following:

- Excavations and backfilling of trenches.
- Installation of optic fibre from Ocean Terminal Building complex to various sites.
- Provide technical installation documentation.
- Conduct all required technical and functional tests.
- DCP testing every 50m or as indicated by the *Project Manager*.
- Supply and install interlocking block retaining wall where required.
- Provide a post-installation coverage survey.

The *Contractor* shall submit to the *Project Manager* for acceptance the following drawings, plans and method statements:

- Layout of laydown areas
- Layout of site offices

The *Contractor* will be obligated to supply all necessary Equipment and Personnel to properly perform the Works under the Contract including:

- Project management of the execution of the Works and supply of other Goods including planning, scheduling and reporting to the Employer.
- The 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, transportation and transfer supervision of the Goods.
- Construction, erection, assembly, installation and supervision of the Works.
- Specialist installation and installation supervision.

- All specialized tools necessary for the construction activities.
- Removal and disposal, as approved by the Employer, of all scrap and rubble generated by the *Contractor* with the site to a demarcated area on the site.
- All documentation for statutory and regulatory compliance, project controls, training and the operation and maintenance of the Works.

1.3 Review and Acceptance of *Contractor* Documentation

The *Contractor* submits documentation (as the 'Works Information') required to the *Project Manager* for review and acceptance.

In undertaking the 'Works' (including all incidental services required), the *Contractor* shall conform and adhere to the requirements of the '*Contractor* Document Submittal Requirements' Standard included in Annexure F (Refer DOC-STD-0001)

The *Contractor* is to ensure that the latest versions of the required application software and suitable IT infrastructure are in place to support the electronic transmission of documentation.

1.4 Employer's objectives

The *Employer's* objectives are to complete this project timeously with minimal disruption to ongoing port operations whilst maintaining the highest safety, environmental, and quality standards.

1.5 Interpretation and terminology

The following abbreviations are used in this Works Information:

Abbreviation	Meaning given to the abbreviation
AIA	Authorised Inspection Authority
BBBEE	Broad Based Black Economic Empowerment
CEMP	Construction Environmental Management Plan
CD	Compact Disc
CDR	<i>Contractor</i> Documentation Register
CDS	<i>Contractor</i> Documentation Schedule

CRL	<i>Contractor</i> Review Label
CSHEO	<i>Contractor's</i> Safety, Health and Environmental Officer
CM	Construction Manager
DTI	Department of Trade and Industry
DWG	Drawings
EO	Environmental Officer
HAW	Hazard Assessment Workshop
HAZOP	Hazard and Operability Study
HSSP	Health and Safety Surveillance Plan
INC	Independent Nominated Consultant
IP	Industrial Participation
IR	Industrial Relations
IPP	Industrial Participation Policy
IPO	Industrial Participation Obligation
IPS	Industrial Participation Secretariat
IRCC	Industrial Relations Co-ordinating Committee
JSA	Job Safety Analysis
CIRP	<i>Contractor's</i> Industrial Relations Practitioner
Native	Original electronic file format of documentation
PES	Project Environmental Specifications
PHA	Preliminary Hazard Assessment
PIRM	Project Industrial Relations Manager
PIRPMP	Project Industrial Relations Policy and Management Plan
PLA	Project Labour Agreements
PSIRM	Project Site Industrial Relations Manager
PSSM	Project Site Safety Manager
ProgEM	Programme Environmental Manager
ProjEM	Project Environmental Manager
QA	Quality Assurance
R&D	Research and Development
SANS	South African National Standards
SASRIA	South African Special Risks Insurance Association
SES	Standard Environmental Specification

SHE	Safety, Health and Environment
SHEC	Safety, Health and Environment Co-ordinator
SIP	Site Induction Programme
SMP	Safety Management Plan
SSRC	Site Safety Review Committee

2 Engineering and the *Contractor's* design

2.1 Employer's design

The *Employer's* design for the Works is:

- Works' information and all annexures thereto
- Trench Details

2.2 Parts of the works which the *Contractor* is to design

There is no work that the *Contractor* is to design.

3 Construction

3.1 Temporary works, Site services & construction constraints

The *Contractor* complies with *Employer's* site entry and security control, permits, and site regulations. The *Contractor* will only commence with works including site establishment once the SHEQ file have been approved and issued with SHE site access certificates.

The *Contractor* is specifically excluded from entering the *Employer's* Operational Areas which are outside the Site and Working Areas. The *Contractor* plans and organises his work in such a manner so as to cause the least possible disruption to the *Employer's* operations. *Contractors* shall be deemed to have allowed in their tender for any additional cost to be involved due to the foregoing, as no claims for any extras in connection with the position or nature of the work will be entertained.

Contractor complies with the following requirements of the *Employer*:

- The *Contractor* ensures the safe passage of *Contractor's* traffic to and around the Site and Working Areas at all times that includes providing flagmen, protective barriers, signage and so forth for protection, direction and control of traffic.
- 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.

- The *Contractor* complies with the access / egress permissions and restrictions for personnel and Equipment within the Site boundaries requirements of the *Employer*.
- The *Contractor* ensures that all his construction staff, labour, and Equipment remains within his allocated and fenced off construction area.
- Prior to bringing Equipment to site the *Contractor* will be required to notify the *Project Manager* as per the NEC 3 communication procedures and provide details of the Equipment to be brought to site and obtain approval from the *Project Manager*, the *Contractor* can only bring equipment once the *Project Manager* issues approval in writing.
- All *Contractor's* staff and labour complies with the Employer's (TNPA) operational safety requirements and are equipped with all necessary PPE, high visibility apparel and floating apparel.
- All trenches and excavations shall be protected with barriers and lamped at night where necessary and conform to the Occupational Health and Safety Act.
- In excavations where the *Contractor* is required to use pneumatic or other drilling machines, such machines shall be of an approved type and the *Contractor* will be required to take such further precautions to safeguard the health of the employees.
- The *Contractor* shall be responsible for the compliance with any Statutory Regulations relating to the employment of personnel engaged on rock drilling or other work of a similar nature and also for any fees to be paid in this connection.
- Trial holes shall be excavated by the *Contractor* when requested by the *Project Manager* or his/her representative, or where reasonable doubt exists regarding the proximity of other services.
- Unless otherwise agreed, provision shall be made during excavation and until interim restoration has been completed, for reasonable access of persons and vehicles to property or places adjacent to any excavations.
- All spoil removed from excavations and not used in the reinstatement shall be neatly spread in the immediate vicinity of the reinstated excavation in a manner that will cause no danger to pedestrians or animals and to the satisfaction of the *Project Manager* or his/her representative. Failure to do so will leave the *Contractor* liable in the event of any injury which may result.

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

- The *Contractor's* personnel and *Sub-Contractor's* on site are restricted from accessing areas outside the approved Working Area.
- The *Contractor* keeps daily records of his people engaged on the Site and Working Areas (including *Sub-Contractors*) with access to such daily records available for inspection by the *Project Manager* at all reasonable times.
- The *Contractor* complies with the following hours of work for his people including *Sub-Contractors* employed on the Site:
- Hours of work are to be between 7am-5pm. The *Contractor* is to use his discretion on what hours will be worked.
- Normal working hours are Mondays to Fridays, from 07h00 to 17h00. Work will not be permitted during any weekend and public holiday without permission by the Project Manager. Permission to work is to be requested in writing at least 2 weeks before the weekend/days; permission is not necessarily guaranteed and will be dependent on the nature of the work to be done and availability of the Supervisor and other staff.

DESCRIPTION OF THE WORKS: THE SUPPLY AND INSTALLATION OF OPTIC FIBRE WITHIN THE PORT OF DURBAN FOR A PERIOD OF SIX (6) MONTHS

- The *Contractor* keeps daily records of his people engaged on the Site and Working Areas including *Sub-Contractors* with access to such daily records available for inspection by the *Project Manager* at all reasonable times.
- The *Contractor* shall obtain the necessary entry permits for all his/her employees in accordance with TNPA access control requirements. All costs incurred in providing construction personnel with ID cards and access permits shall be borne by the *Contractor*. Access permits shall be made by the *Contractor* to a standard that is acceptable to the *Project Manager* and shall include at least the following information:
 - Company name and logo
 - Employees' name and ID Number
 - Date of issue and period of validity
 - Company details
 - Contact details

The cost of maintaining access cards for the people working on site is all to the *Contractor's* account.

Title to Materials from demolition and excavation

- The *Contractor* has no title to all materials arising from dismantling and demolition in the performance of the works with title to such materials remaining with the Employer. 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* in accordance with ECC3 Clause 73.1.
- With title to such Materials (as referenced above) remaining with the Employer. 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* in accordance with ECC Clause 73.1.

Cooperating with and obtaining acceptance of others

The *Contractor* performs the works and co-operates with:

- The *Contractor* shall have to liaise with the *Project Manager* in scheduling work and shall comply with all instructions.

The *Contractor* performs the Works and co-operates with the *Employer* (including the agents of the *Employer*) who operates on Site during the entire duration of the Contract period.

The *Contractor* performs the Works and co-operates with others, of whom the *Contractor* is to be notified once appointed by the Employer, who operate on Site during the entire duration of the Contract period.

The *Contractor* shall note that there may be other projects in progress within the Warehouse which are expected at some point to run in parallel to this project, the *Contractor*, hence the *Contractor* shall co-operate with Others by allowing access through parts of the Working Areas when required during the entire duration of the Contract period.

Publicity and progress photographs

- 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.
- The *Contractor* obtains the permission and approval of the *Project Manager* before erecting any notice boards or using the details of the contract in any advertising media.

- The *Contractor* provides a complete digital photographic record of the progress of the construction of the works to the Project Manager, monthly as part of the *Contractor's* monthly programme narrative report. The digital photographic equipment used shall be intrinsically safe, where applicable.

Contractor's Equipment

- 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.
- All Equipment used by the *Contractor* on site shall be properly maintained and operated. All vehicles on public roads shall be roadworthy, with the necessary licences and safety requirements. A checklist/register shall be implemented which lists the operators' qualifications and medical records.
- The *Contractor* complies with the following:
 - a) The *Contractor* shall supply all necessary materials, labour, tools, plant, PPE, demarcating signage as per the latest construction regulation and transport required for the proper completion of the works.
 - b) The *Contractor* shall submit a comprehensive list of Equipment, intended for use on this contract.
 - c) The use of all such Equipment shall be subject to approval by the Project Manager, though such approval shall not relieve the *Contractor* of any of their responsibilities under the contract.

Equipment provided by the Employer

No Equipment will be provided by the Employer.

Site services and facilities:

- The *Contractor's* site establishment area(s) is to be within the *Contractor's* boundary of the area that will be confirmed with the successful *Contractor* after award and shall be clearly sign posted and be compliant with the relevant safety regulations and restrictions that might be in place until the *Contractor* has de-established from site. The site establishment layout must be approved by the Project Manager.
- The *Contractor* shall ensure that the area used has a suitable continuous security fence and the necessary access gates. All preparation and fencing, etc. shall be done by the *Contractor* and shall be for his account, this includes clearing away and leaving clean and clear at completion.
- The *Contractor* shall provide, maintain and remove lockable portable chemical type toilets. An area will be made available within the *Contractor's* Working Areas.

3.1.1 The Employer provides the following facilities for the *Contractor*:

Item	Date by which it will be provided
Details related to the <i>Contractor's</i> laydown area for the offices and toilet facilities will be discussed at the tender clarification meeting and site inspection.	Prior to tender submission
Details related to water and electricity will be discussed at the tender clarification meeting and site inspection.	Prior to tender submission
Security will be for the <i>Contractor's</i> expense.	-

Wherever the Employer provides facilities (including, inter alia, temporary power, water telecommunications, etc.) 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 land (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.

3.1.2 Facilities provided by the *Contractor*:

Areas for establishment of the *Contractor's* construction camp will be made available to the *Contractor*, free of charge. This site will be indicated to the *Contractor* at the tenderer's site inspection. The occupation and the use of this portion of site by the *Contractor* for construction camp will be subject to the following conditions:

- The employer is indemnified in all respects through the occupation and use of this portion of land including any claims from the third parties.
- The allocated area may be used for offices, stores, and any other engineering work that may be required subject to prior approval of the Project Manager.
- The *Contractor* shall ensure that the campsite has suitable security fencing and the necessary access gates and control.
- The campsite shall be clearly sign posted as being a construction camp and be compliant with the relevant prevailing safety regulations and restrictions that might be in place until the *Contractor* has de-established on site and this has been approved by the *Project Manager* or his duly appointed representative.
- The housing of labour on site is not permitted except for security personnel if required.
- The *Contractor* to provide chemical toilets for his/her employees subject to approval by the Project Manager. These toilets are to be serviced on a regular basis.
- These toilets should not be used for washing or preparation of any builder's tools/work, food preparation and cooking.
- A stipulated route for access to the site will be pointed out to the *Contractor* at the site inspection.
- The *Contractor's* employees will not be permitted to loiter in the operational areas.

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, materials storage areas etc., within the Working Areas, then the *Contractor* makes good and provides full reinstatement to the land (including all apparatus of the Employer and Others in, on or under the land) and surrounding areas to its previous and/or acceptable

standard, upon dismantling of such facilities and items of Equipment.

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*.

3.1.3 Excavations And Associated Water Control

Where applicable, the *Contractor* protects all excavations against any water ingress whether by seepage, rains, storms, floods or any other means. Where applicable, the *Contractor* immediately removes any water found in the excavation by pumping and/or bailing and provides all necessary equipment to do so. Water is cleared in such a way that it cannot seep or flow back into the excavations.

Possibility of Asbestos /Hydrocarbon contamination in excavations

The *Contractor* exercises due care and attention in carrying out any excavation or bulk earthworks as there is a probability of uncovering asbestos contaminated material during these operations. The *Contractor* ensures that his staff and labour are equipped with necessary PPE and are trained to recognise asbestos contamination. On encountering asbestos contamination, the *Contractor* immediately stops all work in the affected area, inform the Supervisor and secures the area. The *Contractor* arranges for a specialist waste disposal *Contractor* to collect, bag, remove and dispose the contaminated material from the excavation or bulk earthworks. The *Contractor* continues with the excavation or bulk earthworks on receipt of a written instruction from the Supervisor.

The *Contractor* complies with the following requirements:

- With the execution of works relating to deep foundations and controlling water from excavations.
- Underground services, other existing services, cable and pipe trenches and covers.
- The *Contractor* is required to liaise with the *Project Manager* and establish as accurately as possible, the location of the various existing services situated within the works area and record all such information on a suitable "marked-up" drawing for reference at all times.
- In addition to the above, the *Contractor* shall consult the *Project Manager* prior to undertaking any excavation work. The *Contractor* must thereafter exercise due care and attention in carrying out the agreed excavation work as may be directed by the *Project Manager* to avoid damage or disruption to existing services. Only hand excavation will be allowed.
- The *Contractor* shall be liable for all claims arising from any damage caused by such excavation if the *Contractor* fails to exercise the requisite care and attention in carrying out the excavation.
- The cost of locating and protecting, if necessary, services shall be included in the rates for the services intersecting and adjoining trenches. A group of cables intersecting or adjoining a trench will be regarded as one service. The existing services shall be protected when excavating for surfacing. The costs of protecting these services shall be included in the rates for excavation and compaction.
- The existing services on the site of the works are depicted on drawings and serve only as a guide to the *Contractor*. These drawings will illustrate the positions of services as accurately as possible based on existing records. However, it is possible that there are services existing, which are not reflected and may affect the works.
- The *Contractor* should note that in particular, the existing underground asbestos

potable waterline is not shown on the drawings.

- The *Contractor* shall take all the necessary steps to ascertain the location of existing services before commencing any section of the works and shall exercise the greatest care when working in the vicinity of such services. Hand tools shall exercise greatest care when working in the vicinity of such services. Hand tools shall be initially used for exposing services where necessary before allowing the uncontrolled use of picks and machines to excavate.
- Should it be necessary to adjust the line, level and / or position of any service not catered for in the contract to enable the works to proceed, the *Contractor* shall on no account effect such adjustments, without the prior approval of the Project Manager.
- The *Contractor* shall take all necessary steps to protect any existing works whatsoever against damage which may arise as a result of his operations on site. The *Contractor* shall bear the cost of the repair of damage to any service, the possible existence of which could reasonably have been ascertained by him in good time.
- Where the *Contractor* is responsible for the cost of repairs carried out by a service authority, the *Contractor* will be billed directly by the service authority concerned.
- Where the *Contractor* encounters existing underground services/existing services/ cables/ pipe trenches, the *Contractor* is to notify the *Project Manager* and Supervisor.
- Control of noise, dust, water and waste.
- Before moving equipment onto the site and working areas and commencing operations, the *Contractor* submits his proposed methods of construction which will demonstrate the measures taken to avoid and /or reduce any nuisance arising from dust, noise and vibration for acceptance by the Project Manager. Geotextile silt curtaining should be used at the backfill sites to reduce suspended sediments returning to the harbour.

The *Contractor* complies with the following:

- The fullest collaboration between the *Contractor*, Project Manager, the Supervisor and all other parties is essential with regard to the working of the port. The commercial activities shall take priority over the construction activities. The *Contractor* shall ensure that all equipment remains inside the allocated construction area. The *Contractor* shall remove any such equipment outside his allocated construction area that obstructs commercial operations at his own expense. No claims for standing time or extension of time for removal of such equipment will be payable.
- Access to the site will traverse through operational areas. The *Contractor* shall co-operate with other common users of this portion of access.
- The *Contractor* shall not commit or permit any act that may interfere with the performance of work by any of the other parties.
- The success of the project depends on the effective co-operation of all parties on site, and if necessary, it may be required to discuss the programme on a day-to-day basis with the Supervisor to ensure effective co-operation.
- Working with limited access to the site services to ensure vehicular traffic is able to access the site.
- Submits method statements which adequately address issues relating to noise and dust. The *Contractor* is to note that in the execution of the Works, there may be limited access and the *Contractor* is to ensure that the Employer is able to manage his port activities whilst construction takes place.
- Giving notice of work to be covered up.
- The *Contractor* notifies the Supervisor in writing of any elements of the works which are covered up. This notification is given not less than twenty-four (24) working hours prior to the proposed covering up.

The *Contractor* notifies the supervisor in writing of the following elements of the works:

- All services installed in the ground.

3.2 Testing and Commissioning of the Works

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.

Item of work	To be completed by
Test certificates and data sheets	Within 2 days prior to Completion.
Copy of the quality documents	At Handover

The Commissioning of each system is done in accordance with the following high-level procedure:

- All work is inspected by The *Contractor* to ensure all defects are identified and rectified. The *Contractor* informs the Employer of all defects identified and the remedial action taken.
- Once the defects identified by The *Contractor* have been rectified, the *Contractor* and the Supervisor shall jointly inspect the Works. Any further defects shall be recorded and categorised according to the following:
 - Defects that are urgent and require immediate attention to enable testing and commissioning to be completed.
 - Defects that can be rectified after Commissioning.
 - Items that are out of scope and require approval to be implemented.
- The *Contractor* and the Supervisor shall jointly inspect once all identified defects have been rectified.
- The *Project Manager* notifies The *Contractor* that commissioning may proceed.
- A safety review is held with the *Contractor*, Supervisor, Project Manager, and necessary experts for the system being commissioned.
- *Contractor* rectifies all further defects identified during the commissioning process and previously identified defects including approved compensation events.
- The *Contractor* and the Supervisor shall jointly inspect once all identified defects have been rectified.

4 Plant and Materials Standards and Workmanship

All equipment and material used shall be of high quality and the work shall be of a high standard of workmanship carried out by qualified staff under proper supervision by experienced and competent officers.

4.1 Investigation, Survey and Site Clearance

4.1.1. The *Contractor* will be responsible for the setting out of the works.

- 4.1.2. Prior to commencing the works the *Contractor* records any defects or inaccuracies related to the existing condition and presents this record to the *Project Manager* for acceptance. Only items recorded in this manner will be accepted as having pre-existed the Works and the remedying of all other damage will be the *Contractors* responsibility and for his cost.

4.2 Building works

- 4.2.1 Where the Association of South African Quantity Surveyors Model Preamble for Trades 1999 are used within the Works Information, the following interpretations and meanings shall apply:
- 4.2.2 In case of any conflict in interpretation, ambiguity or discrepancy between any Model Preamble for Trades 1999 (whether standard or written as a particular project specification) contained in the Works Information and the conditions of contract, the conditions of contract take precedence within the ECC Contract.
- 4.2.3 In case of any conflict in interpretation, ambiguity or discrepancy between any Model Preamble for Trades 1999 (whether standard or written as a particular project specification) contained in this paragraph 4.2 of C3.1 Employer's Works Information and specific statements contained elsewhere in C3.1 Employer's Works Information, the specific statements contained elsewhere shall prevail, without prejudice to the Project Manager's express duty to resolve any ambiguity or inconsistency in the Works Information under ECC Clause 17.1.
- 4.2.4 Within the Model Preambles for Trades 1999, the following amendments and interpretations shall apply:
- Where the word or expression "Principal Agent" is used, read "Project Manager" or "Supervisor" as the context requires.
- Where the word or expression "*Contractor*" is used, read "*Contractor*".
- Where the word or expression "Engineer" is used, read "Project Manager" or "Supervisor" as the context requires.
- Where the Model Preambles for Trades 1999 mention "rates" for measured work and any contractual statements relating to payment, all such statements shall be discounted, with the ECC conditions of contract taking precedence.
- 4.2.5 Within the Model Preambles for Trades 1999, A. GENERAL, the following amendments and interpretations shall apply:
- Where the word or expression "bills of quantities" is used, this shall be discounted for the purposes of the Works Information. The ECC Contract Data - Part one states the main option to apply within the ECC Contract between the Parties.
- 4.2.6 Within the Model Preambles for Trades 1999, B. ALTERATIONS, B.2 MATERIALS FROM THE ALTERATIONS, CREDIT, ETC and C. EARTHWORKS, C1.4 Materials from demolitions shall not apply. C3.1 Employer's Works Information paragraph 3.1.6 states details of the *Contractor's* title(if any) to Materials arising from excavations and/or demolitions and how such Materials are either to be disposed of or re-used in the works.
- 4.2.7 Within the Model Preamble for Trades 1999 Q. PLUMBING AND DRAINAGE, Q.24 TESTS shall be deemed to be included within paragraph 3.2.1 of C3.1 Employer's Works Information.

- 4.2.8 Within the Model Preamble for Trades 1999 U. EXTERNAL WORKS, U.3.8 Process control tests shall be deemed to be included within paragraph 3.2.1 of C3.1 Employer's Works Information.
- 4.2.9 The principles, meanings and interpretation stated and established within paragraphs 6.2.1 to 6.2.8 with respect to the Model Preambles for Trades 1999 equally apply to the other Model Preambles for Trades 1999 references used within this paragraph 4.2 of C3.1 Employer's Works Information.

4.3 Civil Engineering and Structural Works

- 4.3.1 Where the SANS 1200 series of Specifications are used within the Works Information, the following interpretations and meanings shall apply:
- 4.3.2 In case of any conflict in interpretation, ambiguity or discrepancy between any SANS 1200 Specification (whether standard or written as a particular project specification) contained in the Works Information and the conditions of contract, the conditions of contract take precedence within the ECC contract.
- 4.3.3 In case of any conflict in interpretation, ambiguity or discrepancy between any SANS 1200 Specification (whether standard or written as a particular project specification) contained in this paragraph 4.3 of the Employer's Works Information and specific statements contained elsewhere in C3.1 Employer's Works Information, the specific statements contained elsewhere shall prevail, without prejudice to the Project Manager's express duty to resolve any ambiguity or inconsistency in the Works Information under ECC Clause 17.1.
- 4.3.4 Within SANS 1200 A: GENERAL, the following amendments and interpretations shall apply:
Where the word or expression "Employer" is used, read "Employer";
Where the word or expression "*Contractor*" is used, read "*Contractor*";

Where the word or expression "Engineer" is used, read "Project Manager" or "Supervisor" as the context requires;

Where the word or expression "schedule of quantities" is used, this is deleted in entirety. Assessment and payment is in accordance with the conditions of contract (and the ECC main and secondary options stated therein);
- 4.3.5 Within SANS 1200 A: GENERAL 2.3 DEFINITIONS, the following apply:

"Acceptable. Approved (Approval)" is interpreted as either a *Project Manager* or a Supervisor communication or instruction in relation to Works Information compliance, consistent with the conditions of contract as the context requires;

"Adequate" is deleted. The *Project Manager* notifies the *Contractor* where the *Contractor* has not complied with the Works Information;

"Measurement and payment" and the further definitions contained within 6.3 c) are deleted. Assessment and payment is in accordance with the conditions of contract (and the ECC main and secondary options stated therein);

4.3.6 Within SANS 1200 A: GENERAL 2.6 APPROVAL, the following applies:

"Approval" by either the *Project Manager* and/or the Supervisor is without prejudice to ECC Clause 14.1 and, inter alia, ECC Clauses 13.1, 14.3 and 27.1.

4.3.7 SANS 1200 A: GENERAL 2.8 ITEMS IN SCHEDULE OF QUANTITIES, is deleted in entirety. Assessment and payment is in accordance with the conditions of contract (and the ECC main and secondary options stated therein).

4.3.8 SANS 1200 A: GENERAL 3.2 STRUCTURES AND NATURAL MATERIAL ON SITE, applies only to the extent that it is consistent with paragraph 3.1.6 of C3.1 Employer's Works Information.

4.3.9 Within SANS 1200 A: GENERAL 7.1 PLANT, the following applies:
Where the word or expression "Plant" is used, read "Equipment".

4.3.10 SANS 1200 A: GENERAL 7.2 *CONTRACTOR'S* OFFICES, STORES AND SERVICES, applies but the *Project Manager* resolves any inconsistency with statements included within paragraph 3.1.12 of C3.1 Employer's Works Information.

4.3.11 SANS 1200 A: GENERAL 3.1 SURVEY, applies only to the extent that it is consistent with paragraph 3.1.14 of C3.1 Employer's Works Information.

4.3.12 Within SANS 1200 A: GENERAL 3.2 WATCHING, BARRICADING, LIGHTING AND TRAFFIC CROSSINGS, the following applies:

Where the word or expression "specification" is used, read "Works Information".

4.3.13 SANS 1200 A: GENERAL 3.4 PROTECTION OF OVERHEAD AND UNDERGROUND SERVICES applies only to the extent that it is consistent with the specific statements made elsewhere in C3.1 Employer's Works Information and in any case and at all times consistent with the conditions of contract.

4.3.14 Within SANS 1200 A: GENERAL 5 TESTING, the following applies:
Where the word or expression "Engineer" is used, read "Supervisor".

4.3.15 SANS 1200 A: GENERAL 8 MEASUREMENT AND PAYMENT, is deleted in entirety. Assessment and payment is in accordance with the conditions of contract (and the ECC main and secondary options stated therein).

4.3.16 The principles, meanings and interpretation stated and established within paragraphs 6.3.1 to 6.3.15 with respect to SANS 1200 series and to SANS 1200 A: GENERAL equally apply to the other SANS 1200 specification references [state particulars of SANS 1200 used] used within this paragraph 6.3 of C3.1 Employer's Works Information.

5 List Of Drawings

5.1 Drawings issued by the Employer

Below is the list of drawings issued by the Employer at or before the Contract Date and which apply to this Contract.

DESCRIPTION	DRAWING NUMBER
N/A	N/A

SECTION 2

6 Management and start-up

6.1 Management meetings

6.1.1 It is the Employer's specific intention that the Parties and their agents use the techniques of partnering to manage the contract by holding meetings designed to proactively and jointly manage the administration of the contract with the objective of minimising the adverse effects of risks and surprises for both Parties.

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Kick-off meeting	Once off at beginning of contract	237 Mahatma Gandhi Road, Durban	<i>Project Manager</i> (and appropriate key persons) and <i>Contractor</i>
Progress meeting: feedback, environmental, safety, risk register and compensation events.	Every two weeks	Online or 237 Mahatma Gandhi Road, Durban	<i>Project Manager</i> (and appropriate key persons), Safety Manager and <i>Contractor</i>
Risk register and compensation events	Only when required	On site/Online	Project Manager, Supervisor, <i>Contractor</i> and appropriate key persons
Close-off/Handover meeting	Once off at closing of contract	On Site	<i>Project Manager</i> (and appropriate key persons) and <i>Contractor</i>

- 6.1.3 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.
- 6.1.4 All meetings are to be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register are not to be used for the purpose of confirming 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.
- 6.1.5 The *Contractor* attends management meetings at the Project Manager's request as set out in the table above. At these meetings the *Contractor* presents all relevant data including safety, health and environmental issues, progress reports, quality plans, Sub-*Contractor* management reports, as may be required.

6.2 Documentation Control

In undertaking the works all documentation requirements for the works shall be dealt with in accordance with document DOC-STD-0001_Rev03, Annexure E. The control, maintenance and handling of these documents and drawings, using a suitable document control system, remain the sole responsibility of the *Contractor*.

The *Contractor* documentation "Starter kit", as contemplated in DOC-STD-0001_Rev03, will be issued at the kick-off meeting following award. The *Contractor's* documentation shall be issued to the *Project Manager* under cover of the *Contractor's* Transmittal Note indicating all Contract references (i.e., Project No, Contract No, etc.) as well as the *Contractor's* Project Document Number, Revision Number, Title and chronological listing of transmitted documentation. Formats of *Contractor* data submitted is dependent on the project procedure and shall be specified by the Project Manager, upon the notified request of the *Contractor*.

All contract correspondence is issued through document control. Electronic submissions are permissible only for URGENT communication, PDF and native where necessary.

The *Contractor* shall apply "wet signatures" to the original documentation before scanning the single sided, signed original prior to formal submission to the Project Manager.

Electronic files submitted to the *Project Manager* shall be clear of known viruses and extraneous "macros". The supplier of documentation is required to have, at all times, the latest generation of virus protection software and up-to-date virus definitions.

The *Contractor* is to ensure that the latest versions of the required application software and a suitable 'IT' Infrastructure are in place to support the electronic transmission of documentation. The *Contractor* shall maintain electronic format of all project documentation for the duration of the contract.

Hardcopy original documents must be delivered within 24 hours of electronic submission of same to the project site office document control department.

All documentation and data submitted electronic and hardcopy must conform to the Project Standards and Quality requirements in terms of numbering, uniqueness, quality, accuracy, format, completeness and currency of information. Documentation not meeting the Project Standards and Quality requirements will be cause for rejection and shall be returned to the *Contractor* for corrective action and re-submission. Should any change be made to documentation or data, which has already been submitted to the Project, then new or revised documentation or data shall be issued to replace the outdated information.

The *Contractor* shall be responsible to ensure that proper safety measures are in place to protect project documentation temporarily stored on site against theft, fire, flooding or excessive dampness.

The *Contractor* shall be responsible for the supply of all Sub-Supplier/*Contractor*/ Manufacturer, etc. documentation and data related to their package of work and shall ensure that these Sub-Suppliers have the capability to supply the necessary documentation and data in the required time-frame and quality requirements are met as outlined in the specified standards prior to awarding sub-orders.

The *Contractor* shall ensure adequate resources are available to manage and execute the Document Control function as per the requirements of the Project. (The *Contractor* shall ensure that a dedicated Document Controller is available for the Project)

6.2.1 Procedure for Submission and Acceptance of *Contractor's* Documentation

The *Contractor's* documentation shall be issued to the *Project Manager* under cover of the *Contractor's* Transmittal Note indicating all Contract references (i.e., Project No, Contract No, etc.) as well as the *Contractor's* Project Document Number, Revision Number, Title and chronological listing of transmitted documentation. Formats of *Contractor* data submitted is dependent on the project procedure and shall be specified by the Project Manager, upon the notified request of the *Contractor*.

The *Contractor* shall deliver both hard copies and electronic media copies (CD Rom) to the *Project Manager* either at the address stated within the Contract Data or at the Project site office.

All electronic documentation shall be submitted by the *Contractor* in Adobe Acrobat (.PDF) and native file format.

Acceptance of documentation by the *Project Manager* will in no way relieve the *Contractor* of his responsibility for the correctness of information, or conformance with his obligation to Provide the works. This obligation rests solely with the *Contractor*.

After review, a copy of the original reviewed/marked-up drawing/document, with the Project Manager's consolidated comments and document status marked on the *Contractor* Review Label, is scanned and the original document with comments shall be returned to the *Contractor* under cover of the project's Transmittal Note for revision or re-submittal as instructed and to be included in the master copy data file where applicable.

The *Contractor* shall allow the *Project Manager* 2 weeks unless otherwise stated and agreed, to review and respond to the *Contractor's* submission of their documentation, i.e., from time of receipt of the hardcopy to the document control office to the time of despatch. The *Contractor* does not proceed with the relevant work until the *Project Manager* has accepted his design.

On receipt of the reviewed documentation the *Contractor* shall make any modifications requested/marked-up and resubmit the revised documentation to the *Project Manager* within 2 weeks. Queries regarding comments/changes should be addressed with the *Project Manager* prior to re-submittal.

Any re-submittals, which have not included the changes/comments identified, will be returned to the *Contractor* to be corrected. The *Contractor* shall re-issue the revised documentation incorporating all comments and other specified details not included in the previous issue within 2 working days of receipt of the marked-up document.

6.2.2 As-Built Drawings, Operating Manuals and Data Packs

Where necessary, the *Contractor* provides the following:

- Red Line Drawings

All as-built red line drawings must be signed off by the *Contractor's* responsible person before issue to *Project Manager* for acceptance.

The *Contractor* provides manuals in an A4 hard cover, grease and waterproof binder, using 2 ring type binders.

Drawings and charts larger than A4 are folded and those greater than A3 are enclosed in an A4 plastic pocket of adequate strength.

The manuals are well indexed and user friendly and must include a summarized Table of Contents.

The index for data packs must be submitted to the *Project Manager* for acceptance at the beginning of the project to enable the *Contractor* to maintain and update the file on a continuous basis throughout the project lifecycle. The *Contractor* submits the draft Table of Contents to the *Project Manager* for acceptance prior to the compilation and official submittal of the manuals and data books.

The originals of all brochures shall be issued to the Project Manager. When a general brochure is applicable to a range of equipment, then the specific item, catalogue number or model number shall be stated, which is best achieved by introducing a separate index page, which cross-references the specific item to a tag number. The address, phone numbers, fax numbers and reference numbers of all Sub-*Contractors* is provided.

Where manuals include drawings that still need to be revised to "As-Built" status, and such manuals are required prior to 'As-Built' status, the manual will not be considered to be in its final form until the "As-Built" version of each such drawing has been incorporated.

The required number of copies of the manual (s) shall be as specified by the *Project Manager* and submitted per type or model number of equipment included in the contract, or as specified by the Project Manager.

All electronic copies (pdf.) of Data Packs to be properly indexed and bookmarked. All pages that make up the data book or manual must be sequentially numbered.

A typical example of what the binder/file (s) shall be marked with on the spine and the front cover is as follows: -

- Project Name
- Manual Title, e.g., Installation, Maintenance and Operating Manual
- FBS No. and Title
- Manual Numbering (e.g., Volume 1 of 2, etc.)
- Contract Number
- *Contractor* Name

Unless otherwise stated, the required number of copies of all final Data Packs shall be:

- 3 x hard copies (Full size)
- 3 x CD in Adobe Acrobat (.pdf) formats

6.3 Health and Safety Risk Management

All health and safety matters associated with the Works will be dealt with in accordance with the Transnet National Ports Authority project specific Health and Safety Specification.

HEALTH AND SAFETY PROCEDURES

The *Contractor* must prepare Project specific Health and Safety Procedures which addresses the requirements of project health and safety specification.

The *Contractor* must prepare, implement and administer the *Contractor's* Health and Safety Management Plan (CHSMP). The Health and Safety Management Plan must provide a systematic method of managing hazards and implementing control measures.

The Plan (CHSMP) must be in writing and presented to TNPA or nominated representatives for review and acceptance. The Plan must at least "be accepted with comments" by TNPA before permission can be granted to *Contractors* to mobilise to site.

The *Contractor's* Health and Safety Management Plan must be in line with the Project Specification which indicates Project Specific site safety requirements.

Any proposed amendments or revisions to the CHSMP shall be submitted to TNPA for review and acceptance, and once accepted, it becomes part of the TNPA Safety Management Plan.

The CHSMP shall include the following as minimum:

- Leadership and Commitment
- Performance Measurement and Reporting
- Involvement Communication and Motivation
- *Contractor* Management
- Training and Competency
- Hazard and Risk Management
- Occupational Health and Hygiene
- Safe systems of Work
- Incident Management
- Site Management

The *Contractor* shall ensure that its Sub*Contractors* comply with the requirements of the CHSMP and relevant statutory requirements as may be defined by OHS Act 85 of 1993.

The CHSMP is regarded as a living document therefore TNPA may require the *Contractor* from time to time to supplement its safety manual, policies and procedures with guidelines and /or operating standards provided.

Contractor shall ensure that all its employees are send for Induction and submit Pre-employment medical examinations before allowed to work on the Project and Exit medical examination before leaving the site.

These medical examinations must be carried out by a registered Occupational Health practitioner at *Contractors* cost.

The *Contractor* performs the Works having due regard to the Health and Safety Surveillance Plan (HSSP). The *Contractor* complies with the requirements of the Site Safety Review Committee (SSRC) with respect to his own activities and others on the Site and Working Areas.

The *Contractor* makes the CHSMP available to its employees and *Sub-Contractors* in the language of this Contract and other local languages as required.

The *Contractor* must arrange and participate in a Hazard in Construction study (HAZCON) before the beginning of activities or as directed by the Project Manager. The *Contractor* must perform and facilitate HAZCON studies using PHA-Pro version 8 or latest and use an industry standard Risk Matrix.

The *Contractor* completes a Job Safety Analysis (JSA) prior to carrying out any operation on the Site and/or Working Area to the approval of the *Project Manager* or other person acting on his.

RESPONSIBILITIES OF THE PROJECT SITE SAFETY MANAGEMENT

The *Contractor* must appoint a competent Construction Manager who shall be responsible for the successful and safe completion of all work to be carried out by the *Contractor* as required by the Construction regulations of 2014, regulation 8(1) and should be registered with SACPCMP.

The *Contractor* construction supervisor is responsible for ensuring that the *Contractor* complies with the CHSMP, and Safety Officer will assist the construction manager to ensure implementation of HSMP and they must be competent in similar projects, registered and in good standing with SACPCMP.

6.4 Environmental constraints and management

All work is to be conducted in accordance with the principles of the National Environmental Management Act, 1998 (Act no 107 of 1998) as amended, relevant Specific Environmental Management Acts (SEMAS), relevant municipal bylaws as well as the accepted environmental good practice.

The *Contractor* to note that some of the referenced documents were prepared and completed by the previous Transnet Group Capital (TGC) and this name may remain on some of the Annexure specification documents. While the project is managed by TNPA, the TGC specifications are still applicable and implemented. The following documents, included as annexures of the Works Information, provide the minimum acceptable standards that shall be adhered to:

- Transnet Integrated Management Systems (TIMS) Commitment Statement –

IMS-GRP-GDL-002-1

- Standard Operating Procedure: Construction Environmental Management (SOP: CEM 009-TCC-CLO-SUS-11386 Standard Operating Procedure: Minimum Environmental Management Specifications (MEMS) (009-TCC-CLO_SUS-11385).

The *Contractor* must comply with the Project Environmental Specifications (PES) as contained in the following documents:

- Waste management permit

The *Contractor* must consult the following document for the required waste services:

- TNPA list of approved waste services *Contractors*

a) At pre-construction period, the *Contractor* shall comply with the following:

- The above requirements shall be applicable to the main *Contractor* and its service providers. The *Contractor* must comply with all the requirements of the aforementioned documents/records. The *Contractor* must pay special attention to all PES conditions. These conditions must strictly be adhered to and shall be monitored by an independent Environmental Control Officer (ECO)/ Approved Inspection Authority (AIA) where required by the relevant Competent Authority.
- The *Contractor* must sign the Declaration of Understanding as a commitment to abide with the Project Environmental Governance Framework, Project Environmental Specifications. Sufficient environmental budget must be allocated to meet all the project environmental requirements for the duration of the contract.
- The CEM and MEM describe the main roles and responsibilities of the project team with respect to Environmental Management; the minimal acceptable standard for environmental management for a range of environmental aspects commonly encountered on construction projects and sets environmental objectives and targets, which the *Contractor* observes and complies as well as the specific environmental standards applicable to the works (the site and the working areas) as required by the relevant project environmental authorisation. The above requirements shall be applicable to the main *Contractor*, its service providers and suppliers. The *Contractor* must comply with all the requirements of the CEM, MEMS and applicable standards as mentioned above.
- The *Contractor* must appoint an Environmental Officer (EO) to monitor and manage compliance to Environmental Specification and all applicable environmental legislation. The EO must as a minimum have at least 5 years work experience in environmental management within the civil Environment. The roles and responsibilities of the *Contractor's* EO are stated in CEM. The *Contractor's* EO must be 100% full time on site during working hours.
- Should the *Contractor's* EO change from that person identified during either the tender documentation, or the construction period, the *Contractor* shall submit a CV of a

replacement EO for approval by the Employer's Environmental Officer and Employer's Construction Manager. No work can proceed until the replacement environmental person has been approved.

- The *Contractor* will be required to submit an approved electronic environmental file to TNPA prior to construction commencement and weekly electronic updates during construction phase. Particular requirements of the Employer will be made known on award of the contract. Site access certificate shall not be granted until the environmental file has been approved by the Employer.
- The overarching obligations of the *Contractor* under the CEMP before construction activities commence on the Site and/or Working Areas is to provide environmental method statements for all construction operations at the Site and/or Working Area by the *Contractor* and where requested by the CM.
- The *Contractor* shall identify the kinds of environmental impacts that will occur as a result of their activities and accordingly prepare separate method statements describing how each of these impacts will be prevented or managed so that the standards set out in the CEM and MEMS documents are achieved. The method statements will be prepared in accordance with the requirements set out in these documents. These method statements shall form part of the environmental file. The *Contractor* shall ensure that his management, foremen and the general workforce, as well as all suppliers and visitors to Site have attended the Environmental Induction Programme prior to commencing any work on Site. If new personnel commence work on the Site during construction, the *Contractor* shall ensure that these personnel undergo the Environmental Induction Programme and are made aware of the environmental specifications on Site.
- Method statements need to be compiled by the *Contractor* throughout the Construction phase of the project. These Method Statements must be approved by the TNPA Construction Manager and TNPA Environmental Manager or Environmental Officer. Approval must at least be two weeks prior to the proposed commencement of the activity. Emergency construction activity method statements may also be required. The activities requiring method statements cannot commence if they have not been approved by the TNPA Environmental Manager or Environmental Officer.

b) During the construction period, the *Contractor* complies with the following:

- Where required, one of the first actions to be undertaken by the *Contractor* shall be to erect and maintain a temporary fence along the boundaries of the Site and Working Areas as applicable, and around any no-go areas identified on the layout plans, to the satisfaction of the Project Manager.

- Copies of the documents/records/permits/licenses listed above and applicable standards shall be available on Site, and the *Contractor* shall ensure that all the personnel on Site (including Sub-*Contractors* and their staff) as well as suppliers are familiar with and understand the specifications.
 - The *Contractor* shall ensure that his management, foremen and the general workforce, as well as all suppliers and visitors to site have attended the Environmental Induction Programme prior to commencing any work on Site or entering the site. The induction programme shall be tailored to the audience based on their designated roles and responsibilities. The environmental induction training should as a minimum comprise of basic environmental site rules, general environmental awareness and the Project Environmental Specification. If new personnel commence work on the Site during construction, the *Contractor* shall ensure that these personnel undergo the Induction Programme and are made aware of the environmental specifications on Site. The environmental induction shall be valid for a period of a year and must be renewed every year for the duration of the contract. Proof of training must be retained by the *Contractor*.
 - Where applicable, the *Contractor* shall provide job-specific training on an ad hoc basis when workers are engaged in activities, which require method statements. Should there be changes in the construction methodologies that necessitate the amendment/s to the approved EMPr, EA, Licenses or Permits, the *Contractor's* EO must discuss them with Transnet EO and CM. All changes to living documents must be approved by the Competent Authority where required, otherwise the Employer's CM and EO. Under no circumstances will changes be effected without the knowledge of the Employer and the ECO/EO. Proposed changes must be brought to the attention of the Transnet EO with reasons for the proposed change. Proposed amendments to authorized permits, licenses and/or authorizations must be approved by the Competent Authority.
 - The *Contractor* must ensure that its Sub-*Contractors* comply with the Environmental Specifications. The *Contractor* must appoint the waste removal Service Providers who are licenced to operate within and outside the Port.
- c) Post-construction period, the *Contractor* shall comply with the following:
- The *Contractor* shall be responsible for rehabilitating and cleaning all areas to the satisfaction of the TNPA Environmental Manager or Environmental Officer. Sufficient environmental budget must be allocated to achieve this including all environmental requirements for the project for the duration of the contract.

6.5 Quality assurance requirements

The *Contractor* shall have, maintain and demonstrate its use to the *Project Manager* (and/or the Supervisor to satisfy the requirements set out in the Scope of Works as appropriate) the documented Quality Management System to be used in the performance of the Works as per the QAL-STD-0001. The *Contractor's* Quality Management System shall conform to International Standard ISO 9001 (or an equivalent standard acceptable to the Project Manager).

The *Contractor* submits his Quality Management System documents to the *Project Manager* as part of his programme under ECC Clause 31.2 to include details of:

- Quality Plan for the Contract
- Quality Policy

- Index of Procedures to be used
- A schedule of internal and external audits during the Contract

The *Contractor* develops and maintains a comprehensive register of documents that will be generated throughout the Contract including all quality related documents as part of its Quality Plan.

The *Project Manager* indicates those documents required to be submitted for information, review or acceptance and the *Contractor* indicates such requirements within his register of documents. The register shall indicate the dates of issue of the documents with the *Project Manager* responding to documents submitted by the *Contractor* for review or acceptance within the period for reply prior to such documents being used by the *Contractor*.

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.

6.6 Programming Requirements

A programme is required to be submitted with the tender submission, and thereafter in accordance with the intervals prescribed in the NEC3 ECC clause 31.2 Contract documentation.

Although there is no present priority for the penetration sequence, this may change during the Contract. The Supervisor will instruct the *Contractor* of any priorities should they arise.

The *Contractor* shows on each programme he submits to the Project Manager, the requirements of the CEMP, SES, PES and CHSMP together with the associated environmental method statements.

The *Contractor* presents his first programme and all subsequently revised programmes (see ECC Clauses 31.2 and 32.1) in hard copy format and in soft copy format.

The *Contractor* uses Primavera P6 version 15 or above for his programme submissions or a similar programme software package equivalent to Primavera version 15 or above subject to the prior written notification and acceptance by the Project Manager.

The *Contractor* shows on his Accepted Programme and all subsequently revised programmes schedules showing the critical path or paths and all necessary logic diagrams demonstrating sequence of operations.

The *Contractor's* programme shows duration of operations in working days (See Section 8.2).

The following activities/ periods, measured against the start date and site access date, are required to be shown in the program:

- For establishment of the equipment and plant to the site.
- For preparation of safety and environment documentation, medicals etc.
- For contract close-down (submission of construction data and records).

Transnet's expectations in this regard, against which the Tenderer will be evaluated, are as follows:

- For establishment of the equipment and plant to the site – 2 weeks.
- For preparation of safety and environment documentation, medicals etc – the same 2 weeks as allowed for establishment.
- For contract close-down (submission of construction data and records) – 1st submission for TNPA review within 5 weeks of the completion of the last phase of demolitions, 1 week for TNPA review, and final submission within 1 week of the completion of the TNPA review. The end-of-year shut down period may influence this activity and should be considered.

The *Contractor's* programme shows the following levels:

- Level 1 Master Schedule – defines the major operations and interfaces between engineering design, procurement, fabrication and assembly of Plant and Materials, transportation, construction, testing and pre-commissioning, commissioning and Completion.
- Level 2 Project Schedule – summary schedules 'rolled up' from Level 3 Project Schedule described below.
- Level 3 Project Schedule – detailed schedules generated to demonstrate all operations identified on the programme from the starting date to Completion. Individual operations will be assigned a code. The *Project Manager* notifies any subsequent layouts and corresponding filters on revised programmes.
- Level 4 Project Schedule – detailed discipline speciality level developed and maintained by the *Contractor* relating to all operations identified on the programme representing the daily activities by each discipline.
- A narrative status reports.

The *Contractor* shows on each revised programme he submits to the *Project Manager* a resource histogram showing planned progress versus actual, deviations from the Accepted Programme and any remedial actions proposed by the *Contractor*.

The *Contractor* submits programme report information to the *Project Manager* at weekly intervals in addition to the intervals for submission of revised programmes stated under Contract Data Part One.

The *Contractor's* weekly programme narrative report includes:

- Level 4 Project Schedule – showing two separate bars for each task i.e., the primary bar must reflect the current forecast dates and the secondary bar the latest Accepted programme.

- 3-week Look ahead Schedule - showing two separate bars for each task i.e., the primary bar must reflect the current forecast dates and the secondary bar the latest Accepted programme.
- Manpower Histogram – reflecting actual, forecasted and planned activities.
- S-curves – reflecting the actual percentage complete versus the planned percentage for the overall Contract utilising the earned values as calculated by the detailed progress report.

6.7 Contractor's management, supervision, and key people

6.7.1 Contractor's Project/Contracts Manager

The *Project Manager* should at least have a National Diploma/B Degree or higher in Engineering or Management qualification and 7 years of experience in Construction projects.

6.7.2 Contractor's Environmental Officer

The *Contractor* employs a *Contractor's* Environmental Officer EO as a key person under ECC Clause 24.1. The EO must have 5 years work experience and have as a minimum a B degree or higher qualification in Environmental Management.

The EO reports to the CM on the Site. The EO ensures that the Works (to include any part thereof) are subject to a prior environmental method statement(s) approved by the Project Manager, CM and EO and ensures that all the permits licences and Transnet internal SOPs are implemented by the *Contractor* in a timely and proper manner. The EO provides the *Project Manager* with all environmental method statements for review and approval.

The EO duties amongst others include the ff:

- Monitor compliance with the relevant permits and licenses, Transnet SOPs and the approved environmental method statements submitted to the Project Manager.
- Reporting of an environmental incident to the TNPA EO.
- Attendance at all SHE meetings, toolbox talks and induction programmes.
- Litter control and ensuring the *Contractor* clears litter from the Site and Working Areas.
- Ensuring that environmental signage and barriers are correctly placed.

The EO submits daily, weekly, and monthly checklists to the TNPA EO and maintains the approved Environmental File. File to include all records and to be kept on site. An additional electronic file must be maintained to keep all Environmental records on site. Updates of this electronic file needs to be sent to Transnet weekly.

6.7.3 Contractor's Health & Safety Officer

Health and Safety Officer: Registered as Health and Safety Officer with SACPCMP or any internationally recognised professional body with experience in civil construction projects and have a Diploma in Safety Management, and SAMTRAC or NEBOSH or modern SHEQ Risk Management training course as a

minimum qualification. Proof of professional registration as well as competency certificates to be submitted as part of this returnable, with a minimum of 5 years relevant work experience.

6.7.4 Contractor's Quality Officer

The Quality Officer should have a Diploma or Certified qualification in quality management systems with a minimum of 5 years relevant quality officer experience in Construction projects.

6.7.5 Contractor's Construction Manager/Supervisor

The Construction manager should at least have a Diploma/B-Tech qualification in Civil/QS/Construction Management and a minimum of 5 years' experience in civil construction projects. The Construction Manager must also be registered with SACPCMP or any internationally recognised professional body as a Professional Construction Manager.

6.7.6 Contractor's Industrial Relations Person (CIRP)

The *Contractor* employs a *Contractor's* Industrial Relations Person (CIRP) as a key person under ECC Clause 24.1.

The CIRP is not required to be based on the Site and ensures that all reports and IR requests are submitted accurately and in a timely manner to the Project Manager, CM, PIRM, PSIRM and/or SIRM.

The CIRP tasks are:

- Dedicated to human resources, industrial relations and any other *Contractor* employee related function.
- Resolve all human resources and industrial relations matters arising from the *Contractor's* employees.
- Represent the *Contractor* at all industrial relations meetings [state specific details within paragraph 6.1 management meetings of the Works Information].
- Represent the *Contractor* on the Industrial Relations Co-ordinating Committee (IRCC).

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) and how such key people communicate with the *Project Manager* and the Supervisor and their delegates.

6.8 Training workshops

The *Contractor* facilitates the following requirements for training workshops:

- A safety induction training.
- Health and safety specification requirements.
- HAZCON workshop

6.9 Insurance provided by the Employer

Insurance provided by the Employer is contained in the Contract Data – Part 1.

6.10 Contract change management

Both parties to comply with NEC 3 ECC core clause 60.

Contract Strategy

To ensure the successful completion of this project, the *Employer* intends to award the contract to a single principal *Contractor*. Subsequently, the *Employer* reserves the right to use a task order approach to award each work package based on the status of the completed work package; this approach will allow for the sectional handover of completed work packages in accordance with the approved sectional handover completion date specified in a contract. After receiving a purchase order and a contract from the *Employer*, the *Contractor* will complete the work in accordance with the works information.

6.11 Provision of bonds and guarantees

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.

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.

6.12 Records of Defined Cost, payments & assessments of compensation events kept by Contractor

6.12.1. The *Contractor* keeps the following records available for the *Project Manager* to inspect:

- a) Records of design employee's location of work (if appropriate);
- b) Records of Equipment used and people employed outside the Working Areas (if applicable)

6.13 The Contractor's Invoices

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.

The invoice must correspond to the Project Manager's assessment of the amount due to the *Contractor* as stated in the payment certificate.

The invoice states the following:

Invoice addressed to Transnet SOC Ltd;
Transnet SOC Limited's VAT No: 4720103177;
Invoice number;
The *Contractor's* VAT Number; and

The Contract number.

The invoice contains the supporting detail.

The invoice is presented by hand delivery.

Invoices submitted presented to:

Transnet National Ports Authority
237 Mahatma Gandhi Road
Durban

For the attention of the Project Manager.

6.14 People

Minimum requirements of people employed on the site

- People employed on the Site should be sufficiently trained to perform the required tasks.
- People employed on site should be equipped with the required PPE. These include hard hats, reflective vests, safety boots, safety gloves, safety glasses, ear plugs and life jackets (for those working on the floating barge/ platform).

Project Industrial Relations Policy and Management Plan:

The *Contractor* complies with the following Project Industrial Relations Policy and Management Plan (PIRPMP):

CONTRACTOR LIABILITY

- 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.
- 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.
- 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.
- 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.
- 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.

INDUSTRIAL ACTION BY *CONTRACTOR* EMPLOYEES

- 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.
- 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.
- In the event of any industrial action by the *Contractor's* employees, the *Contractor* is obliged:
 - a 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.
 - b The Industrial Action Report must provide at least the following information:
 - Industrial incident report,
 - Attendance register,
 - Productivity / progress to schedule reports,
 - Operational contingency plan,
 - Site security report,
 - Industrial action intelligence gathered.
 - c The final Industrial Action Report is to be delivered 24 hours after finalisation of the industrial action.
 - d 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.
- The resolution of any disputes or industrial action by the *Contractor's* employees is the sole responsibility of the *Contractor*.
- 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.

6.15 Plant and Materials

- 6.15.1 The *Contractor* provides Plant and Materials for inclusion in the works in accordance with SANS 1200A sub-paragraph 2.1, unless otherwise stated elsewhere in the Works Information provided by the Employer. All Plant and Materials are new, unless the use of old or refurbished goods

and/or Materials are expressly permitted as stated elsewhere in this Works Information or as may be subsequently instructed by the Project Manager.

- 6.15.2 Where Plant and Materials for inclusion in the works originate from outside the Republic of South Africa, all such Plant and Materials are new and of merchantable quality, to a recognised national standard, with all proprietary products installed to manufacturers' instructions.
- 6.15.3 The *Contractor* replaces any Plant and Materials subject to breakages (whether in the Working Areas or not) or any Plant and Materials not conforming to standards or specifications stated and notifies the *Project Manager* and the Supervisor on each occasion where replacement is required.
- 6.15.4 Plant & Materials provided "free issue" by the Employer

The Employer will not provide any Plant and Materials for the *Contractor* to use in the works

- 6.15.5 The Plant and Materials provided by the Employer are solely at the risk of the *Contractor* for inclusion in the works. The *Contractor* takes responsibility for ensuring the Plant and Materials do not contain a Defect(s) and are in compliance with the standards stated elsewhere in the Works Information.
- 6.15.6 The *Contractor* provides all other Plant and Materials necessary for the works not specifically stated to be provided "free issue" by the Employer.
- 6.15.7 *Contractor's* procurement of Plant and Materials
- 6.15.8 Spares and consumables

The *Contractor* provides all necessary spares and consumables to the Employer:

6.16 *Contractor's* Equipment (including temporary works).

- 6.16.1 The *Contractor* provides all equipment required for the execution of the works.
- 6.16.2 The Equipment category is subject for acceptance tests and inspections by the Project Manager prior to using the Equipment on the Site and/or Working Areas.

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 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:

- a) The Transnet Procurement Procedures Manual (PPM);
- b) Section 217 of the Constitution - the five pillars of Public PSCM (Procurement and Supply Chain Management): fair, equitable, transparent, competitive and cost effective;
- c) The Public Finance Management Act (PFMA);

- d) The Broad Based Black Economic Empowerment Act (B-BBEE); and
- e) The Anti-Corruption Act.

This code of conduct has been included in this contract to formally apprise 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 will not participate in corrupt practices and therefore expects its suppliers to act in a similar manner.
 - a) 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.
 - b) Employees must not accept or request money or anything of value, directly or indirectly, 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 decision stakeholders involved in sourcing decisions; or
 - Gain an improper advantage.
 - c) 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 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.
 - Transnet does not engage with non-value adding agents or representatives solely for the purpose of increasing B-BBEE spend (fronting)
3. Transnet's relationship with suppliers requires us to clearly define requirements, exchange information and share mutual benefits.
 - a) 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, B-BBEE status, etc.);
 - Corrupt activities listed above; and
 - Harassment, intimidation, or other aggressive actions towards Transnet employees.
- b) 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.
- c) Suppliers 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.
- a) Doing business with family members
- b) Having a financial interest in another company in our industry

7.2. Subcontracting

- 7.2.1 The *Contractor* uses one of the following specialists and suppliers as his Sub-*Contractors*:

There are no Transnet preferred Sub-*Contractors* (to include suppliers) at present. However, on a project specific basis, please consider Plant installed on (e.g.) adjacent contracts, existing plant at the Site etc. and consider statements for preferred Sub-*Contractors* for overall compatibility with Transnet owned plant for maintenance purposes or otherwise.

- 7.2.2 The *Contractor* shall not employ or bring a Sub-*Contractor* onto the Site and/or Working Areas without the prior approval of the Project Manager. Further, he shall appoint his Sub-*Contractor*(s) under the NEC3 Engineering Contract Sub-Contract unless approved otherwise by the Project Manager.
- 7.2.3 Where the *Contractor* employs a Sub-*Contractor* who constructs or installs part of the works or who supplies Plant and Materials for incorporation into the works which involves a Sub-*Contractor* operating on the Site and/or Working Areas, then the responsibilities as determined in the construction regulation 5 shall apply.
- 7.2.4 The *Contractor* ensures that a Sub-*Contractor* complies fully with the *Contractor's* Quality Management System (as described in the Works Information). 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.

ANNEXURES

All Annexures are those listed in the Annexure Summary appended to this Works Information. All Annexures as listed in the Annexure Summary must be regarded as being part of the Works Information.

The *Contractor* is to take note that projects were previously managed by TGC / Transnet Group Capital, hence some of the references, annexures or specifications will retain as TGC / Transnet Group Capital though the project is now fully managed by TNPA.

List of Annexures

All the annexures listed hereunder shall be deemed to form part of the Works Information. The Annexures listed in the Table below are available only in the soft copy format.

Annexure	Description / Discipline	Document No(s)
A	Project Health and Safety Specification	TBC
B	Transnet Integrated Management System Policy Commitment Statement	TIMS-IMS-GRP-GDL-002-1
C	Standard Operating Procedure: Construction Environmental Management	009-TCC-CLO-SUS-11386
D	Standard Operating Procedure: Minimum Environmental Management Specifications	009-TCC-CLO_SUS-11385
E	<i>Contractor</i> Documentation Submittal Requirements	DOC-STD-0001 rev 3
F	General Quality Requirements for Suppliers and <i>Contractors</i>	QAL-STD-001 rev 0
G	Principal Controlled Insurance	TBC
H	<i>Contractor</i> Safety Questionnaire	TBC
I	Health & Safety Pricing Schedule	TRN-IMS-GRP-GDL 014.4
J	TGC IR	HMG-IR-M-001.
K	Fibre Routes Layout	

Part C4: Site Information

Part C4 Site Information

Contents

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SECTION 1

Core clause 11.2(16) states

"Site Information is information which

Describes the Site and its surroundings and

Is in the documents which the Contract Data states it is in."

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

1 Port of Durban

Transnet National Ports Authority (TNPA) plays a critical role in the logistics business through its eight Ports located in the various provinces in South Africa (SA). To improve its service offering, TNPA must take continual actions to create the necessary Port capacity ahead of demand whilst lowering the cost of doing business to keep the SA economy in a competitive space.

For TNPA to reach full automotive capacity in the Port of Durban, the expansion of the Point Automotive Terminal is necessary, which requires the demolition of buildings and structures in the area. This in turn necessitates displacement of some operations and resources hence the need for fibre rerouting and installation.

2 Site Description

The site for the fibre installation is located within the Port of Durban's boundaries. Due to the sensitivity of this zone, the port is protected under the National Key Points Act 102 of 1980. Adherence to this act is enforced by the Port's acts and Port's management, representing the various tenants in the area, and the landlord, TNPA.

Access and Access Permits

Access to Port of Durban is strictly controlled. Access permits are issued by Transnet National Ports Authority (TNPA) against receipt of written request from an entity already operating within the Port. Positive identification (ID document or driver's license) is required for each person requesting an access permit. The Employer will assist the *Contractor* to obtain the required access permits.

Maintaining client's access

The surrounding areas of the sites are used by the clients whose varied interests shall be protected where possible by the *Contractor* during the contract. The *Contractor* shall keep the safe passage of traffic to, from and within the site at all times. This shall entail the provision of flagmen, protective barriers, signs, etc. for protection, direction and control of traffic. The *Contractor* shall maintain the speed limit of 20km/h when driving within the site.

The *Contractor* shall take every reasonable precaution to prevent damage to any roads or entrances used to access the site and shall restrict loads to avoid damages to the entrance to site.

3 Laydown Area/Site Office Location

An area will be made available for the establishment of a site camp. This will be pointed out to the successful bidder. The *Contractor* may establish his offices, storage areas and plant within his site camp. Site camp security shall be the responsibility of the *Contractor*. A layout design/plan of the site camp will be submitted to the Employer for approval prior to the site establishment by the *Contractor*.

The site camp shall be clearly sign posted as such and be compliant with the relevant prevailing safety regulations and restrictions until the *Contractor* has de-established the camp and this has been approved by the Project Manager or NEC ECC3 Supervisor.

4 Coastal Information

5.1 Tidal Range

Tidal levels for Durban harbour are as shown in Table 1.

Table 1: Astronomical Tide Predictions

(SA Navy Hydrographic Office, 2008, converted to Chart Datum, Port)

Tide	Abbreviation	Level (m, Chart Datum Port*)
Highest Astronomical Tide	HAT	2.287
Mean High Water Springs	MHWS	1.997
Mean Level	ML	1.097
Mean Low Water Springs	MLWS	0.197
Lowest Astronomical Tide	LAT	-0.013

*Note: Chart Datum is defined by the SA Navy Hydrographer as 0.913 metres below land levelling datum. Chart Datum Port is defined by Transnet NPA as 0.900 metres below land levelling datum. All references to Chart Datum in this document will be interpreted as Chart Datum Port.

Water levels may vary from those predicted in the astronomical tide tables due to barometric effects, and to prevailing wind and wave conditions.

SECTION 2



5 Annexures

Fibre paths per google earth images.

Fibre path

from the Clothing store to Straddle Workshop.

Legend

-  Feature 1
-  Fibre path for Clothing Store to Straddle Workshop

Clothing Store New Location Toulon Rd

Straddle Workshop Datacenter

Google Earth

Image © 2023 TerraMetrics



1 mi



Fibre path

from Water Services to 45 Bay Terrace

Legend

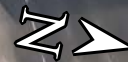
-  Feature 1
-  Path Measure Water services to 45 Bay Terrace

Water Services

45 Bay Terrace

Google Earth

Data SIO, NOAA, U.S. Navy, NGA, GEBCO



200 ft

Fibre path

from MHA to 45 Bay Terrace

Legend



MHA



Path Measure MHA Fiber to 45 Bay Terrace

45 Bay Terrace

MHA Technical MHA supervisors office

Google Earth

Data SIO, NOAA, U.S. Navy, NGA, GEBCO



1000 ft

Fibre path

from N Shed to 45 Bay Terrace

Legend

-  Durban
-  Feature 1
-  Path Measure N shed Cameras to 45 Bay Terrace

N Shed

Durban

45 Bay Terrace

Google Earth

Image Landsat / Copernicus



1000 ft

Fibre path

from Marine Computer room to Marine Building R shed Craft Basin.

Legend



Marine



Path Measure Marine computer room to small craft

Marine Building R Shed Small Craft Basin

Marine Services Computer Room

Google Earth

Data SIO, NOAA, U.S. Navy, NGA, GEBCO



100 ft



Fibre path

from Clinic to Small Craft Basin

Legend

-  Feature 1
-  Path Measure Clinic to small craft

Point Clinic

Marine Building R Shed Small Craft Basin

Google Earth



Image Landsat / Copernicus

100 ft

Fibre path

from Waterman Wharfside to Marine Building R shed Craft Basin.

Legend

-  Feature 1
-  Path Measure Waterman wharfside to small craft

Waterman Office Quayside - R Shed

Marine Building R Shed Small Craft Basin

Google Earth

Data SIO, NOAA, U.S. Navy, NGA, GEBCO





70 ft

Fibre path

from Berthing Services to Water Services

Legend

-  Feature 1
-  Untitled Path Berthing Services to Water Services

R Shed Berthing Staff

Water Services

Google Earth

Image Landsat / Copernicus



200 ft



Fibre path

from Queens Extension to Queens Datacenter.

Legend

-  Path Measure Queens Extension to queens Datacenter
-  Queens Warehouse

Queens Warehouse DC

Queens Warehouse

Google Earth

Image © 2023 TerraMetrics

200 ft



Fibre path

from MHA to Gshed

Legend



MHA



Path Measure mha to G Shed

MHA Technical

MHA supervisors office

G Shed

Google Earth

Data SIO, NOAA, U.S. Navy, NGA, GEBCO

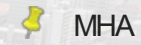
200 ft



Fibre path

from MHA to G Wharfside.

Legend



MHA



Path Measure MHA to G Wharfside

MHA Technical

MHA supervisors office

G Shed

Google Earth



Image Landsat / Copernicus

400 ft

Fibre path

from Queens Datacenter to Millenium

Legend

-  Feature 1
-  Path Measure Queens Datacenter to Millenium Tower

Queens Warehouse DC

Millenium Tower

Google Earth

Data SIO, NOAA, U.S. Navy, NGA, GEBCO
Image © 2023 TerraMetrics



2000 ft