

Transnet National Ports Authority
an Operating Division **TRANSNET SOC LTD**
[Registration Number 1990/000900/30]

REQUEST FOR PROPOSAL (RFP)

**FOR THE: VALUE MANAGEMENT HUB AND EXECUTIVE BOARDROOM UPGRADE AT THE
PORT OF RICHARDS BAY**

RFP NUMBER	: TNPA/2023/08/0017/39271/RFP
ISSUE DATE	: 27 October 2023
COMPULSORY BRIEFING	: 03 November 2023
CLOSING DATE	: 20 November 2023
CLOSING TIME	: 16h00
TENDER VALIDITY PERIOD	: 12 weeks from closing date

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The Tender

Part T1: Tendering Procedures

T1.1 Tender Notice and Invitation

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	Value Management Hub and Executive Boardroom Upgrade at the Port of Richards Bay.
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 Elwazini Conference Facility, Ventura Road, Port of Richards Bay, 3900 on Friday 03 November 2023, at 10:00am [10 O'clock] for a period of ± 3 (three) 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 Protective Personal Equipment (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 their possession for inspection at the access control gates. <p>Certificate of Attendance in the form set out in the Returnable Schedule T2.2-02 hereto must be completed and submitted with your Tender as proof of attendance is required for a compulsory site meeting and/or tender briefing.</p> <p>Tenderers are required to bring this Returnable Schedule T2.2-02 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	16h00 on 20 November 2023 Tenderers must ensure that tenders are uploaded timeously onto the system. If a tender is late, it will not be accepted for consideration.
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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 T2.2-17], [**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

“HOW TO” GUIDE FOR BIDDERS

REGISTER ON ETENDER PORTAL

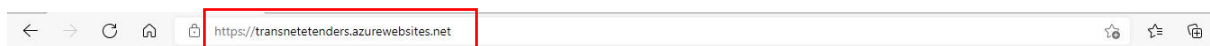
ACCESS TENDERS

NB: Do not wait for the last minute to register or to bid for a tender. Ensure you complete your process at least 1 day (24hours) before the closing date

TENDERERS TO NOTE WHEN UPLOADING DOCUMENTS TO ONLY USE ALPHA NUMERIC AND NO SPECIAL CHARACTERS TO BE USED

Go to Google Chrome 

In the address bar type: <https://transnetetenders.azurewebsites.net>



https://transnetetender.b2clogin.com/transnetetender.onmicrosoft.com/b2c_1_signupsignin/oauth2/v2.0/authorize?client



Sign in with your email address

[Forgot your password?](#)


[Sign in](#)

[Don't have an account? → Sign up now](#)

If not already registered, click on Sign up now.


Ensure that the email you use to sign in is the same as the email that you received from the tender invite on the email, otherwise you will not see the tender

[← Cancel](#)



[Send verification code](#)

Country/Region



[Create](#)

Complete all fields, before selecting “Send verification code” and confirm that all information is correct.


VERY IMPORTANT: Each field needs to be completed and not to be left blank

If you do not have a central Supplier Database number, enter the same company registration number in that field.

Send verification code

After completing all fields, select "Send verification code". The code will be sent to your email.

< Cancel



Verification code has been sent to your inbox. Please copy it to the input box below.

abc@gmail.com

Verification Code

Copy the code as received on the email and paste it in the Verification code field
Then click on Verify code

Verify code

Send new code

[Forgot your password?](#)

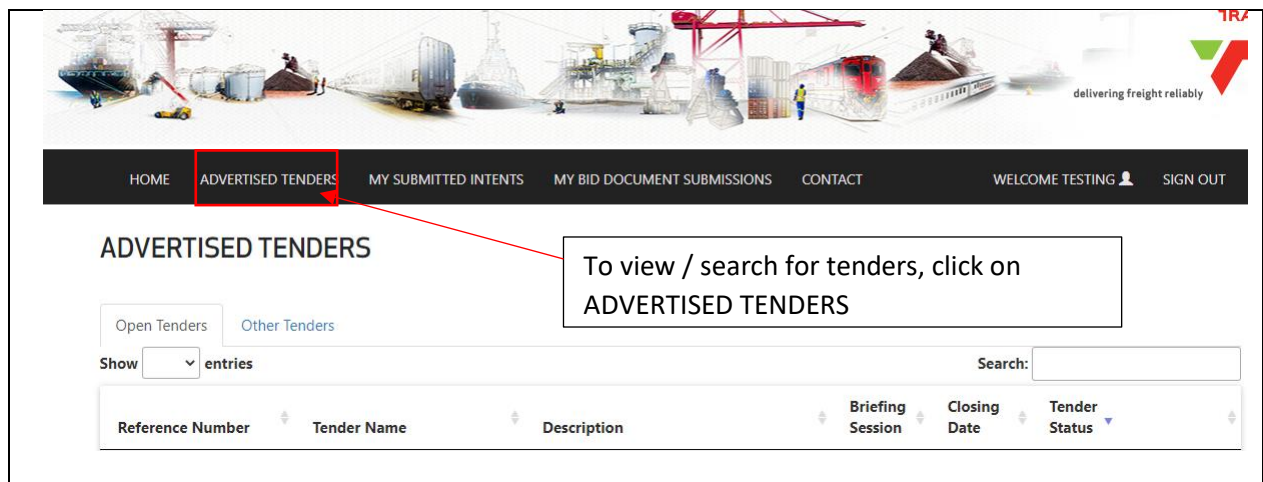
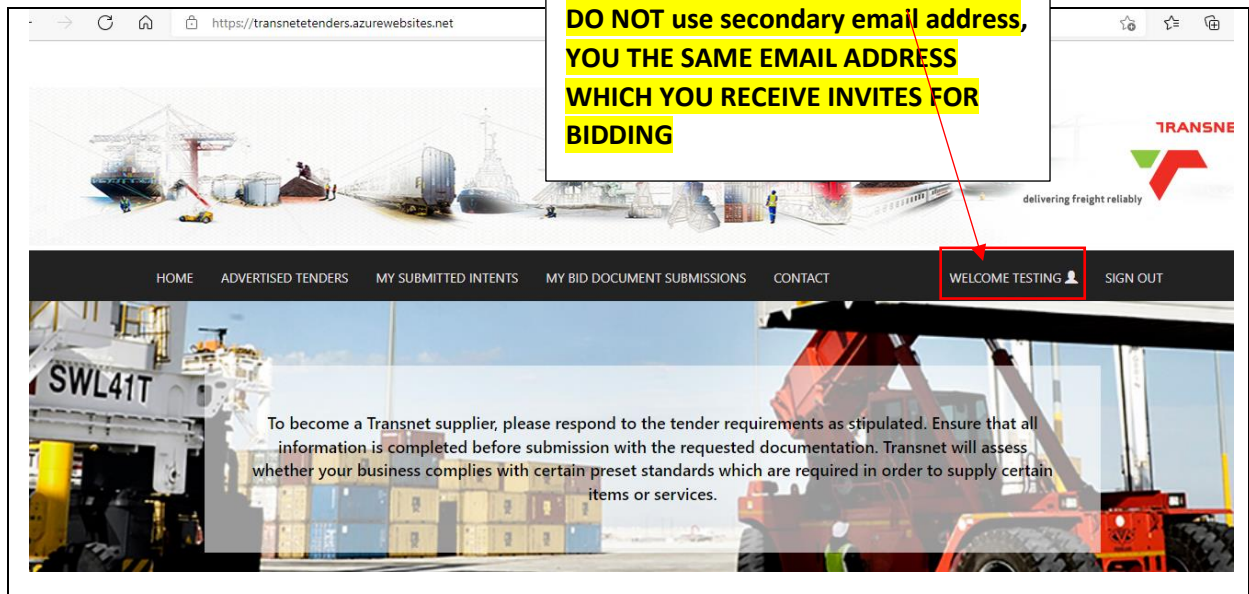
Sign in

Don't have an account? [Sign up now](#)

Then click on Sign in

Once registered and signed in, the home screen will have “WELCOME (Registered user)”

DO NOT use secondary email address, YOU THE SAME EMAIL ADDRESS WHICH YOU RECEIVE INVITES FOR BIDDING



To view / search for tenders, click on ADVERTISED TENDERS

Tender Invitation For Tender Ref # TE/2022/04/0697/RFQ - Message (HTML)

File Message Help Tell me what you want to do

Delete Archive Reply Reply All Forward Share to Teams ATM signed To Manager Team Email Move Tags Editing Read Aloud Translate Zoom Send to OneNote Viva Insights

Tender Invitation For Tender Ref # TE/2022/04/0697/RFQ

SRV-TCC-Etender
To noreply@transnet.net

This message was sent with Low importance.

Dear Suppliers,
You have been invited to bid and respond to the following tender:

Name Of Tender : TE22-SRX-1FG-02068
Description : STOP; TOP BUNK, OD 19.5 X HT 6.5 MM
Tender Number : TE/2022/04/0697/RFQ

Access to this tender will be granted by using this email when you sign up/sign in. To access the tender information

Kind Regards,
Transnet eTenders

When a bidder receives an email to quote, the bidder needs to register with the email address of the recipient that received the email. If already registered, sign in.

NOTE: The details on this email is intended for guidance only and not to be used on the live system

HOME ADVERTISED TENDERS MY SUBMITTED INTENTS MY BID DOCUMENT SUBMISSIONS CONTACT WELCOME TESTING SIGN OUT

ADVERTISED TENDERS

Open Tenders Other Tenders

Show entries Search:

Reference Number	Tender Name	Description	Briefing Session	Closing Date	Tender Status
TCC/2021/11/0031/RFQ	For the supply and installation of an air compressor	For the supply and installation of an air compressor for indoor shooting range that operates the laser system and supply air to air guns utilised during training and conduct maintenance on air supply system and hoses.		12/10/2021 12:00:00 PM	Closed View Details
TFR/2021/12/0014/RFQ	ELECTRICAL MATERIAL (CABLES)	SUPPLY AND DELIVERY OF ELECTRICAL MATERIAL (CABLES) FOR A ONCE OFF PERIOD		12/13/2021 4:00:00 PM	Closed View Details
TFR/2021/12/0017/RFQ	CRAC_JHB_36509.	FOR THE SUPPLY AND DELIVERY OF HIGH BACK CHAIRS FOR CTC OFFICES IN CENTRAL, EASTERN AND WESTERN REGIONS, FOR A ONCE OFF PERIOD.		12/14/2021 10:00:00 AM	Closed View Details
TFR/2021/12/0015/RFQ	CRAC-JHB-36313	FOR THE SUPPLY AND DELIVERY OF VARIOUS CLAMPS, TERMINAL LUGS, DROPPER CLIPS AND		1/13/2022 12:00:00	Closed View Details

When signed in, select "ADVERTISED TENDERS".

To manually search and change the view from Closed to Open, click twice on arrow next to "Tender Status". The arrow pointing down will change to blue and open tenders will be displayed.


HOME
ADVERTISED TENDERS
MY SUBMITTED INTENTS
MY BID DOCUMENT SUBMISSIONS
CONTACT
WELCOME TESTING
SIGN OUT

ADVERTISED TENDERS

Open Tenders
Other Tenders

Show
▼
entries
Search:

Reference Number	Tender Name	Description	Briefing Session	Closing Date	Tender Status	
TE/2022/04/0450/RFQ	VALVE:L-1 LOAD DET,WAGONS AIRBRAKE	VALVE:L-1 LOAD DET,WAGONS AIRBRAKE-062101802 VALVE; TYPE: L-1 LOAD DETECTOR, MEDIA FOR WHICH DESIGNED: WAGONS AIRBRAKE, CONNECTION TYPE: FLANGE, SPECIAL FEATURES: BLUE, WITHOUT PIPE BRACKET; SIMILAR ITEM: 062004338		4/8/2022 10:00:00 AM	Open	View Details
TE/2022/04/0494/RFQ	GEAR OIL	OIL, GEAR TYPE SYNTHETIC BRAND NAME MOBILGEAR SHC SERIES GRADE SCH 6800 VISCOSITY RATING 220 TO 320 FLASH POINT 234 DEG C COLOR ORANGE CONTAINER TYPE SACHET 250 G CONTAINER CAPACITY 14 KG FOR USE ON: 39-200 GM, 15E AND 19E LOCOMOTIVES		4/8/2022 10:00:00 AM	Open	View Details
TE/2022/04/0495/RFQ	SUPPLY OF CORROSION (NALCOOL) - APPROVED	ITEM NUMBER - 077807563 INHIBITOR, CORROSION; TYPE: COOL-C18, COLOR: RED,		4/8/2022 10:00:00	Open	View Details



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MY SUBMITTED INTENTS
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ADVERTISED TENDERS

Open Tenders
Other Tenders

Show
▼
entries
Search: TE/2022/04/0697/RFQ

Reference Number	Tender Name	Description	Briefing Session	Closing Date	Tender Status	
TE/2022/04/0697/RFQ	TE22-SRX-1FG-02068	STOP; TOP BUNK, OD 19.5 X HT 6.5 MM		4/13/2022 10:00:00 AM	Open	View Details

To search for a specific tender, the tender number, tender name or description can be used for searching.

ADVERTISED TENDERS

Open Tenders
Other Tenders

Show
▼
entries
Search: TE22-SRX-1FG-02068

Reference Number	Tender Name	Description	Briefing Session	Closing Date	Tender Status	
TE/2022/04/0697/RFQ	TE22-SRX-1FG-02068	STOP; TOP BUNK, OD 19.5 X HT 6.5 MM		4/13/2022 10:00:00	Open	View Details

When the tender has been identified, click on "View Details"

When the “View Details” has been selected, the following screen will be displayed where the attachments can be viewed or downloaded.

HOME ADVERTISED TENDERS MY SUBMITTED INTENTS MY BID DOCUMENT SUBMISSIONS CONTACT WELCOME TESTING SIGN OUT

TENDER DETAILS

Tender Details

Tender Reference Number	TE/2022/04/0697/RFQ
Name Of Tender	TE22-SRX-1FG-02068
Description	STOP; TOP BUNK, OD 19.5 X HT 6.5 MM
Tender Type	RFQ
Contact Person	Charl du Preez Transnet Engineering SLR
Contact Person Email Address	Charl.duPreez@transnet.net
Date Published	4/7/2022 3:51:47 PM
Closing Date	4/13/2022 10:00:00 AM
Briefing Date And Time	
Briefing Details	
Location Of Service	Coaches, Salt River

Briefing Session
Closing Date
4/13/2022 10:00:00 AM
Attachments

2.14 Standard Terms and Conditions of Contract f

2.18 Supplier Integrity Pact_April 2020_v1.pdf

2.19 Non Disclosure Agreement_April 2020_v1.pdf

2.9 Request for Quotations TE22-SRX-1FG-02068,

Log An Intent To Bid
☐

If interested to bid, on the same page there's an option to select: **Log an Intent to Bid**. Once selected, an option will appear to “**Submit Intent**” or “**Cancel**”. Click on **Submit Intent**

Tender Details

Tender Reference Number	TE/2022/04/0697/RFQ
Name Of Tender	TE22-SRX-1FG-02068
Description	STOP; TOP BUNK, OD 19.5 X HT 6.5 MM
Tender Type	RFQ
Contact Person	Charl du Preez Transnet Engineering SLR
Contact Person Email Address	Charl.duPreez@transnet.net
Date Published	4/7/2022 3:51:47 PM
Closing Date	4/13/2022 10:00:00 AM
Briefing Date And Time	
Briefing Details	
Location Of Service	Coaches, Salt River
Name Of Institution	TE
Tender Category	Goods
Tender Status	Open

Briefing Session
Closing Date
4/13/2022 10:00:00 AM
Attachments

2.14 Standard Terms and Conditions of Contract f

2.18 Supplier Integrity Pact_April 2020_v1.pdf

2.19 Non Disclosure Agreement_April 2020_v1.pdf

2.9 Request for Quotations TE22-SRX-1FG-02068,

Log An Intent To Bid
☒

Tender Details

Tender Reference Number

Name Of Tender

Description

Tender Type RFQ

Contact Person Charl du Preez Transnet Engineering SLR

Contact Person Email Address Charl.duPreez@transnet.net

Date Published 4/7/2022 3:51:47 PM

Closing Date 4/13/2022 10:00:00 AM

Briefing Date And Time

Briefing Details

Location Of Service

Name Of Institution

Tender Category

Tender Status

Intent to Bid

Your request to log an intent to bid has been successfully submitted.

Close

When the "Submit Intent" is selected, a message will appear to indicate that the request was successfully submitted. Click on close and wait for the next screen.

Briefing Session

Closing Date 4/13/2022 10:00:00 AM


Attachments

- 2.14 Standard Terms and Conditions of Contract for
- 2.18 Supplier Integrity Pact_April 2020_v1.pdf
- 2.19 Non Disclosure Agreement_April 2020_v1.pdf
- 2.9 Request for Quotations TE22-SRX-1FG-02068.pdf

Log An Intent To Bid

☒

[Submit Intent](#) [Cancel](#)



delivering freight reliably

HOME
ADVERTISED TENDERS
MY SUBMITTED INTENTS
MY BID DOCUMENT SUBMISSIONS
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WELCOME TESTING
SIGN OUT

MY SUBMISSION INTENTS

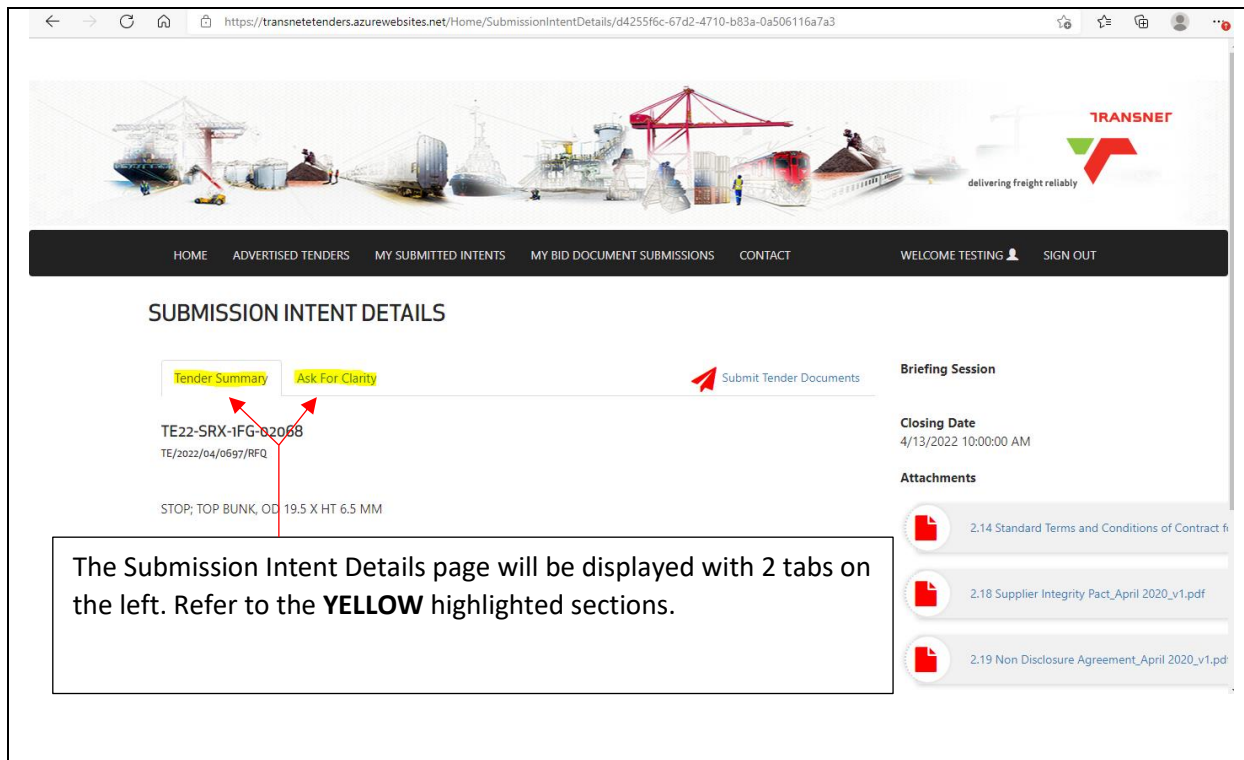
Show 10 entries

Tender Reference Number	Name	Description Of Tender	Briefing Session Date	Closing Date	View Details
TE/2022/04/0697/RFQ	TE22-SRX-1FG-02068	STOP; TOP BUNK, OD 19.5 X HT 6.5 MM		4/13/2022 10:00:00 AM	View Details

Showing 1 to 1 of 1 entries

Previous 1 Next

The screen should be updated and load the "MY SUBMITTED INTENTS". To proceed to capturing your bid documents, click on "View Details"



https://transnettenders.azurewebsites.net/Home/SubmissionIntentDetails/d4255f6c-67d2-4710-b83a-0a506116a7a3

HOME ADVERTISED TENDERS MY SUBMITTED INTENTS MY BID DOCUMENT SUBMISSIONS CONTACT WELCOME TESTING SIGN OUT

SUBMISSION INTENT DETAILS

Tender Summary **Ask For Clarity** [Submit Tender Documents](#)

TE22-SRX-1FG-02068
TE/2022/04/0697/RFQ

STOP, TOP BUNK, OD 19.5 X HT 6.5 MM

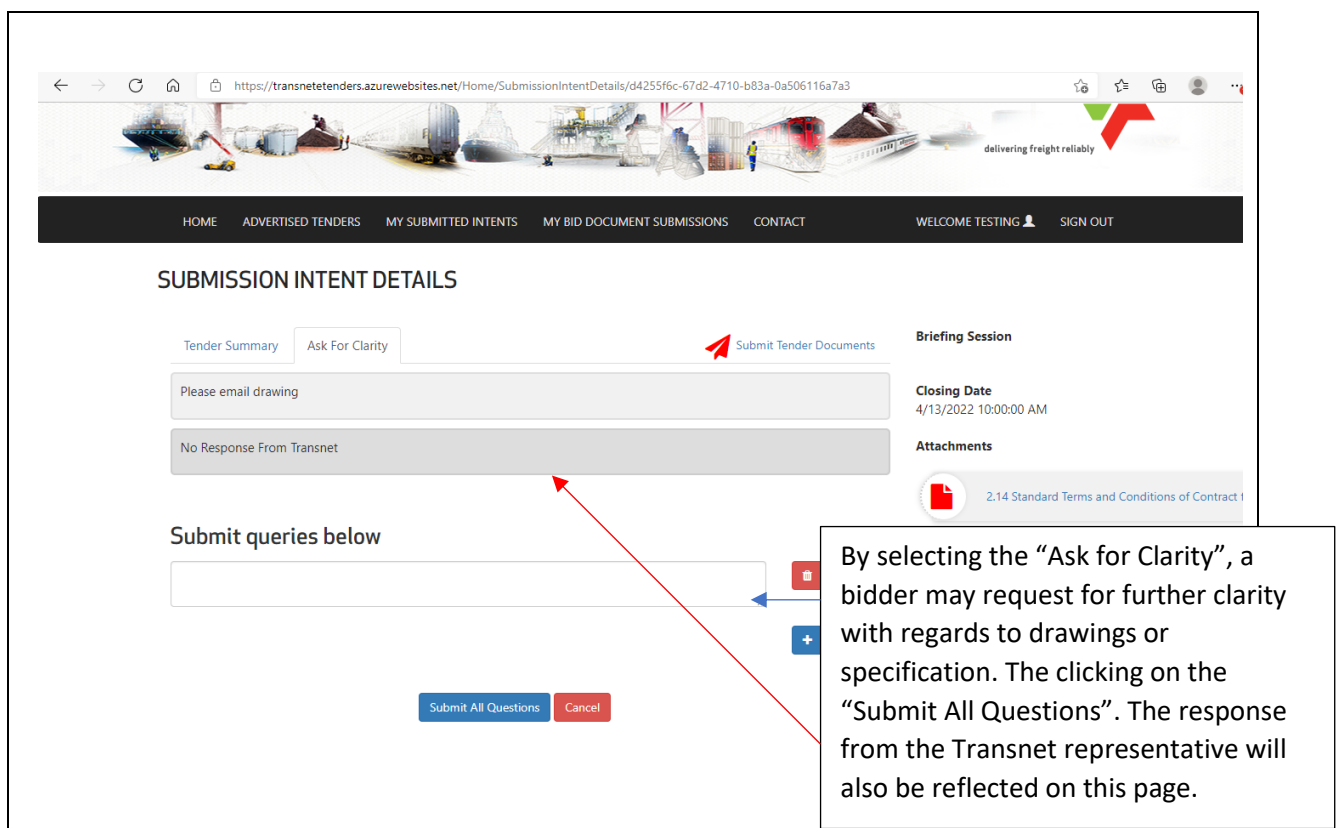
Briefing Session

Closing Date
4/13/2022 10:00:00 AM

Attachments

- 2.14 Standard Terms and Conditions of Contract fi
- 2.18 Supplier Integrity Pact_April 2020_v1.pdf
- 2.19 Non Disclosure Agreement_April 2020_v1.pdf

The Submission Intent Details page will be displayed with 2 tabs on the left. Refer to the **YELLOW** highlighted sections.



https://transnettenders.azurewebsites.net/Home/SubmissionIntentDetails/d4255f6c-67d2-4710-b83a-0a506116a7a3

HOME ADVERTISED TENDERS MY SUBMITTED INTENTS MY BID DOCUMENT SUBMISSIONS CONTACT WELCOME TESTING SIGN OUT

SUBMISSION INTENT DETAILS

Tender Summary **Ask For Clarity** [Submit Tender Documents](#)

Please email drawing

No Response From Transnet

Submit queries below

[Submit All Questions](#) [Cancel](#)

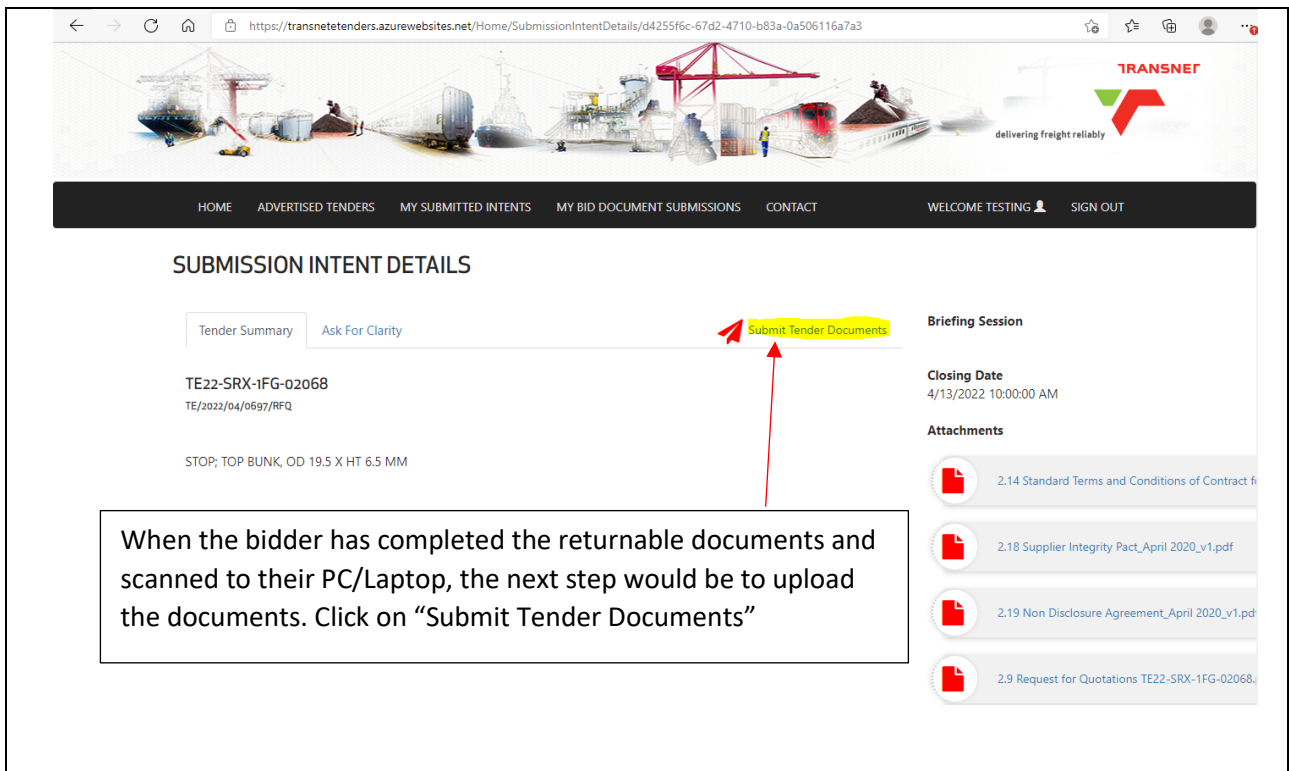
Briefing Session

Closing Date
4/13/2022 10:00:00 AM

Attachments

- 2.14 Standard Terms and Conditions of Contract 1

By selecting the "Ask for Clarity", a bidder may request for further clarity with regards to drawings or specification. The clicking on the "Submit All Questions". The response from the Transnet representative will also be reflected on this page.



Submission Intent Details

Tender Summary Ask For Clarity **Submit Tender Documents**

TE22-SRX-1FG-02068
TE/2022/04/0697/RFQ

STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

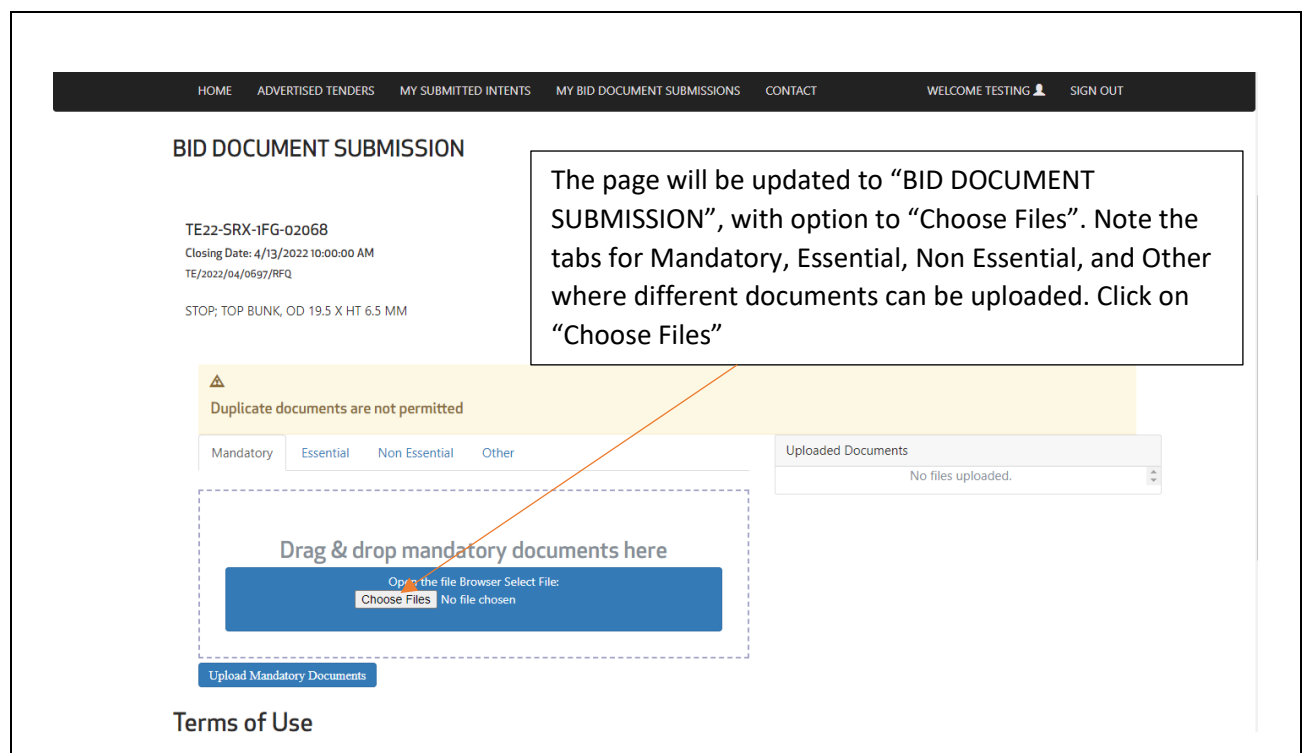
Briefing Session

Closing Date
4/13/2022 10:00:00 AM

Attachments

- 2.14 Standard Terms and Conditions of Contract f
- 2.18 Supplier Integrity Pact_April 2020_v1.pdf
- 2.19 Non Disclosure Agreement_April 2020_v1.pdf
- 2.9 Request for Quotations TE22-SRX-1FG-02068.

When the bidder has completed the returnable documents and scanned to their PC/Laptop, the next step would be to upload the documents. Click on “Submit Tender Documents”



BID DOCUMENT SUBMISSION

TE22-SRX-1FG-02068
Closing Date: 4/13/2022 10:00:00 AM
TE/2022/04/0697/RFQ

STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

Choose Files

Duplicate documents are not permitted

Mandatory Essential Non Essential Other

Uploaded Documents
No files uploaded.

Drag & drop mandatory documents here

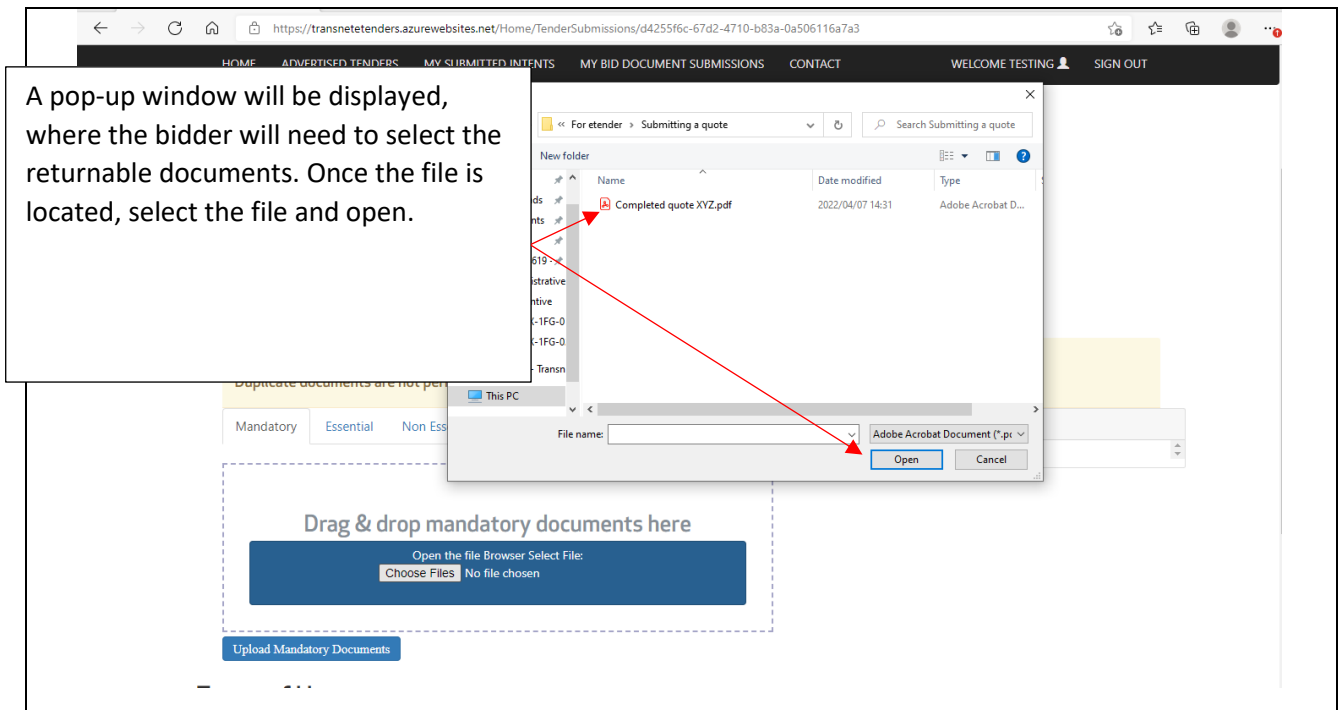
Open the file Browser Select File:
Choose Files No file chosen

Upload Mandatory Documents

Terms of Use

The page will be updated to “BID DOCUMENT SUBMISSION”, with option to “Choose Files”. Note the tabs for Mandatory, Essential, Non Essential, and Other where different documents can be uploaded. Click on “Choose Files”

A pop-up window will be displayed, where the bidder will need to select the returnable documents. Once the file is located, select the file and open.



BID DOCUMENT SUBMISSION

TE22-SRX-IFG-02068
Closing Date: 4/13/2022 10:00:00 AM
TE/2022/04/0697/RFQ
STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

Duplicate documents are not permitted

Mandatory Essential Non Essential Other

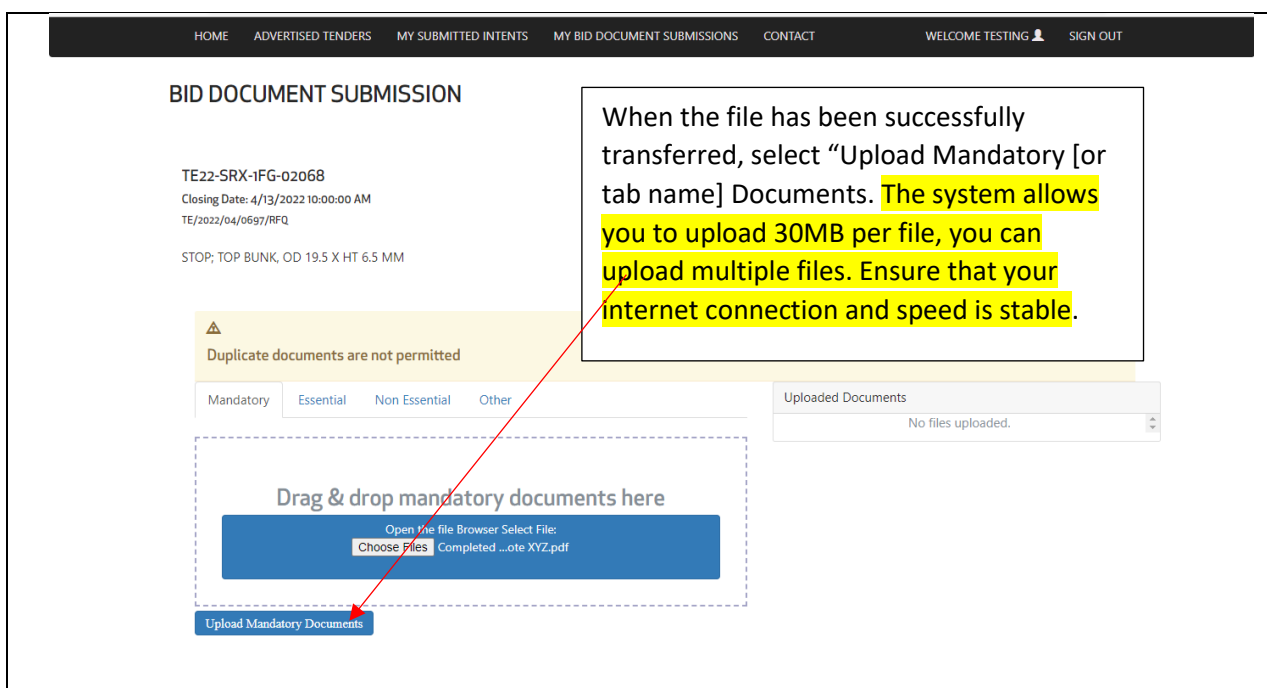
Drag & drop mandatory documents here

Open the file Browser Select File:
Choose Files Completed ...ote XYZ.pdf

Upload Mandatory Documents

Uploaded Documents
No files uploaded.

When the file has been successfully transferred, select "Upload Mandatory [or tab name] Documents. The system allows you to upload 30MB per file, you can upload multiple files. Ensure that your internet connection and speed is stable.



The "Uploaded Documents" section will be updated to confirm that the document was uploaded, then click on "Submit Bid"

TE/2022/04/0697/RFQ

STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

⚠ Duplicate documents are not permitted

Mandatory Essential Non Essential Other

Drag & drop mandatory documents here

Open the file Browser Select File:
Choose Files No file chosen

Upload Mandatory Documents

Uploaded Documents

Completed quote XYZ.pdf - Document Type: Mandatory Documents


Delete

Terms of Use

Information provided by the bidder through this portal constitute a binding bid submission/response and a commitment to deliver Transnet requirements. Kindly note that the system automatically ranks the outcome of the evaluation of price and BBBEE scoring based on the information provided. Pricing and BBBEE information provided is the responsibility of the bidder to ensure correctness and Transnet will only consider your latest submission made before the closing date.

← Back

→ Submit Bid



TRANSNET
delivering freight reliably

HOME ADVERTISED TENDERS MY SUBMITTED INTENTS MY BID DOCUMENT SUBMISSIONS CONTACT WELCOME TESTING SIGN OUT

MY BID DOCUMENT SUBMISSIONS

Show 10 entries Search:

Tender Reference Number	Name	Date Submitted	Company Name	View Details
TE/2022/04/0697/RFQ	TE22-SRX-1FG-02068	4/8/2022 8:59:06 AM	Transnet Engineering	View Details

Showing 1 to 1 of 1 entries

Previous 1 Next

The screen will progress to "MY BID DOCUMENT SUBMISSION", where the "View Details" can be selected to confirm that all required information is submitted correctly.

T1.2 Tender Data

T1.2 TENDER DATA

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

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

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

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

Clause	Data
C.1.1 The <i>Employer</i> is	Transnet SOC Ltd (Reg No. 1990/000900/30)
C.1.2 The tender documents issued by the <i>Employer</i> comprise:	
Part T: The Tender	
Part T1: Tendering procedures	T1.1 Tender notice and invitation to tender T1.2 Tender data
Part T2 : Returnable documents	T2.1 List of returnable documents T2.2 Returnable schedules
Part C: The contract	
Part C1: Agreements and contract data	C1.1 Form of offer and acceptance C1.2 Contract data (Part 1 & 2) C1.3 Form of Securities
Part C2: Pricing data	C2.1 Pricing instructions C2.2 Bill of Quantity
Part C3: Scope of work	C3.1 Works Information
Part C4: Site information	C4.1 Site information

C.1.4	The Employer's agent is:	Procurement Officer
	Name:	Mphoyakaomphile Ngwenya
	Address:	Transnet National Ports Authority 237 Mahatma Ghandhi Road Durban 4001
	E – mail	Mphoyakaomphile.Ngwenya@transnet.net

C2.2.1 Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:

1 Stage One - Eligibility with regards to attendance at the compulsory clarification meeting, the site walk is not compulsory:

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

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

- Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, designation of **5GB** or higher class of construction work, are eligible to have their tenders evaluated.

2. Joint Venture (JV)

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

- every member of the joint venture is registered with the CIDB;
- The lead partner has a contractor grading designation of not lower than one level below the required class of construction works under consideration and possesses the required recognition status; and
- The combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a **5GB** or higher class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations.

The tenderer shall provide a certified copy of its signed joint venture agreement.

3. Stage three – Mandatory Documentation

Previous Experience: Tenderer to submit traceable reference letters with experience in building refurbishments, building construction projects in the last five (5) years, supply a

detailed reference list, completion certificates and indicate their previous experience as per the attached schedule.

C.2.7 The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. **Tenderers must complete and sign the attendance register.** Addenda will be issued to and tenders will only be received from those tendering entities including those entities that intends forming a joint venture appearing on the attendance register. Tenderers are also **required to bring their RFP document to the briefing session and have their returnable document T2.2-02 certificate of attendance** signed off by the Employer's authorised representative.

C.2.12 No alternative tender offers will be considered.

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

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

Identification details:

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

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

16:00 on the 20 November 2023

Location: The Transnet e-Tender Submission Portal:

(<https://transnetetenders.azurewebsites.net>).

NO LATE TENDERS WILL BE ACCEPTED

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

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

1. A valid Tax Clearance Certificate issued by the South African Revenue Services.

Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status.

2. A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a **sworn affidavit** confirming annual turnover and level of black ownership, in line with the code of good practice, together with the tender;

3. A valid CIDB certificate in the correct designated grading;

4. Proof of registration on the Central Supplier Database;

5. Letter of Good Standing with the Workmen's compensation fund by the tendering entity or separate Letters of Good Standing from all members of a newly constituted JV

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 2022.

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.

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

Up to 100 minus W_1 (score for financial offer) 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 Status Level of contributor 1 or 2	10.00
Company majority owned (51%) by Black Women	5.00
51% Black Owned EME and QSE's	5.00
Non-compliant and / or B-BBEE level 3 to 8	0.00

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

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

The maximum points for this bid are allocated as follows:

<u>DESCRIPTION</u>	<u>POINTS</u>
PRICE	80
B-BBEE Status Level of Contribution Level 1 & Level 2 =10 Points	20
Company majority owned (30%) by Black Women = 5 Points	
51% Black Owned EME and QSE's = 5 Points	
Non-compliant and / or B-BBEE level 3 to 8 = 0	
Total points for Price and Specific Goals must not exceed	100

Note: Transnet reserves the right to carry out an independent audit of the tenderer's 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:

- 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;
- the tenderer does not appear on Transnet's list for restricted tenderers and National Treasury's list of Tender Defaulters;
- 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.

The tenderer is to submit with his tender the following **mandatory documentation (attached)** failing which, will result in the tender being disqualified.

Previous Experience: Tenderer to submit traceable reference letters with experience in building refurbishments, building construction projects in the last 5 years, supply a detailed reference list, completion certificates and indicate their previous experience as per the attached schedule T2.2-01.

- Transnet reserves the right to award the tender to the tenderer who scores the highest number of points overall, unless there are **objective criteria** which will justify the award of the tender to another tenderer. Objective criteria include but are not limited to the outcome of a due diligence exercise to be conducted. The **due diligence** exercise may take the following factors into account inter alia.

the tenderer:

- e) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- f) is not undergoing a process of being restricted by Transnet or other state institution that Transnet may be aware of,
- g) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- h) has the legal capacity to enter into the contract,
- i) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- j) complies with the legal requirements, if any, stated in the tender data and
- k) 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).

T2.2-01: Mandatory Returnable: Previous experience

Note to tenderers:

Tenderers are required to demonstrate their overall experience in the delivery of similar works, and to this end shall supply a sufficiently detailed reference list with contact details of existing customers and also demonstrate their relevant experience with regards to the Construction/Installation of similar works as detailed in the Works Information.

1. The similar works as detailed in the Works Information include:
 - General Building and Civil works (interior alterations, ceilings, partitioning, plastering, tiling, painting, applying new finishes, shopfitting replacements, window treatments, specialised furniture construction, structural repairs, concrete slab pouring, electrical installations)
 - HVAC installations and Fire Services (Fire detection, alarms and fire protection)
 - Control and Instrumentation installations (data cable points, security cameras)
2. References to substantiate experience indicated showing:
 - Detailed project description
 - Customer name and contact details
 - Contract value
 - Contract Duration
 - Evidence of project completion i.e., Completion Certificate
3. The tenderer to submit the following:
 - Previous experience based on similar work, as depicted in Section 1 of T2.2-01, executed and completed in the past 5 years.
 - At minimum of 3 similar works is to be provided
 - Sufficient references for all works provided to substantiate experience indicated (project description, Client name and contact details, contract value and duration)

General Building and Civil works (interior alterations, ceilings, partitioning, plastering, tiling, painting, applying new finishes, shopfitting replacements, window treatments, structural repairs, concrete slab pouring, electrical installations)

Project Description	Client name and contact details	contract value and duration	Date of project completion

Heating Ventilation Air Conditioning and Fire Services (Fire detection, alarms and fire protection)

Project Description	Client name and contact details	contract value and duration	Date of project completion
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Control and Instrumentation installations (data cable points, security cameras)			
Project Description	Client name and contact details	contract value and duration	Date of project completion

Attach the index of documentation to this schedule to substantiate your submission:

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Annex C

Standard Conditions of Tender

C.1 General

C.1.1 Actions

C.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

C.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

C.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

C.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

C.1.3 Interpretation

C.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

C.1.3.2 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

C.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

a) **conflict of interest** means any situation in which:

- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
- ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
- iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.

b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;

- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

C.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

C.1.5 Cancellation and Re-Invitation of Tenders

C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if-

- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.
- d) there is a material irregularity in the tender process.

C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised

C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

C.1.6 Procurement procedures

C.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

C.1.6.2 Competitive negotiation procedure

C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

C.1.6.3.2 Option 2

C.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

C.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

C.2 Tenderer's obligations

C.2.1 Eligibility

C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

C.2.2 Cost of tendering

C.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

C.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

C.2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

C.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

C.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

C.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

C.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

C.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.

C.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

C.2.10 Pricing the tender offer

C.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the tender data.

C.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

C.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

C.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

C.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

C.2.12 Alternative tender offers

C.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

C.2.12.2 Accept that an alternative tender offer must be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

C.2.13 Submitting a tender offer

C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

C.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

C.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

C.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

C.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

C.2.15 Closing time

C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

C.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

C.2.16 Tender offer validity

C.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".

C.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

C.2.18 Provide other material

C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.

Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

C.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

C.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

C.2.20 Submit securities, bonds and policies

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

C.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

C.2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within twenty-eight (28) days after the expiry of the validity period stated in the tender data.

C.2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

C.3 The employer's undertakings**C.3.1 Respond to requests from the tenderer**

C.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

C.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

C.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

C.3.3 Return late tender offers

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

C.3.4 Opening of tender submissions

C.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where

applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.

C.3.4.3 Make available the record outlined in C.3.4.2 to all interested persons upon request.

C.3.5 Two-envelope system

C.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

C.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

C.3.6 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

C.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

C.3.8 Test for responsiveness

C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

C.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

C.3.9 Arithmetical errors, omissions and discrepancies

C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
 - (i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - (ii) the summation of the prices.

C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

C.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

C.3.11 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.

Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.
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The activities associated with evaluating tender offers are as follows:

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

C.3.11.1 General

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

C.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

C.3.13 Acceptance of tender offer

Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- c) has the legal capacity to enter into the contract;
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
- e) complies with the legal requirements, if any, stated in the tender data; and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

C.3.14 Prepare contract documents

C.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents and
- c) other revisions agreed between the employer and the successful tenderer.

C.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

C.3.15 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

C.3.16 Registration of the award

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the cidb Register of Projects.

C.3.17 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

C.3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

Annex D

Standard Conditions for the calling for Expressions of Interest

D.1 General

D.1.1 Actions

D.1.1.1 The employer and each respondent submitting an expression of interest shall comply with these conditions for calling for expressions of interest. In their dealings with each other, they shall discharge their duties and obligations as set out in D.2 and D.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anti-competitive practices.

D.1.1.2 The employer and the respondent and all their agents and employees involved in the submission process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Respondents shall declare any potential conflict of interest in their submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note:

- 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.
- 2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

D.1.1.3 The respondent shall not make a submission without having a firm intention and the capacity to proceed with the next stage of the procurement process.

D.1.2 Supporting documents

The documents issued by the employer for the purpose of obtaining expressions of interest are listed in the submission data.

D.1.3 Interpretation

D.1.3.1 The submission data and additional requirements contained in the submission schedules that are included in the returnable documents are deemed to be part of these conditions for the calling for expressions of interest.

D.1.3.2 For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:

- a) **conflict of interest** means any situation in which:
 - i. someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially.
 - ii. an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit.
 - iii. incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.
- b) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and

- c) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels

D.1.4 Communication and employer's agent

Each communication between the employer and a respondent shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a respondent. The name and contact details of the employer's agent are stated in the submission data.

D.2 Respondent's obligations

D.2.1 Eligibility

Submit an expression of interest only if the respondent complies with the criteria stated in the submission data and the respondent, or any of his/her principals, is not under any restriction to do business with the employer.

D.2.2 Cost of submissions

Accept that the employer will not compensate the respondent for any costs incurred in the preparation and delivery of a submission.

D.2.3 Check documents

Check the submission documents on receipt, including pages within them, and notify the employer of any discrepancy or omission.

D.2.4 Acknowledge addenda

Acknowledge receipt of addenda to the submission documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the submission data, in order to take the addenda into account.

D.2.5 Clarification meeting

Attend the clarification meeting(s) at which respondents may familiarize themselves with the proposed work, services or supply (and location, etc.) and raise questions. Details of the meeting(s) are stated in the submission data.

D.2.6 Seek clarification

Request clarification of the submission documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the submission data.

D.2.7 Making a submission

D.2.7.1 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

D.2.7.2 Seal the original and each copy of the submission as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the submission data, as well as the respondent's name and contact address.

D.2.7.3 Accept that the employer shall not assume any responsibility for the misplacement or premature opening of the submission if the outer package is not sealed and marked as stated.

D.2.8 Information and data to be completed in all respects

Accept that submissions, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

D.2.9 Closing time

Ensure that the employer receives the submissions at the address specified in the submission data not later than the closing time stated in the submission data. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept submissions submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the submission data.

Accept that, if the employer extends the closing time stated in the submission data for any reason, the requirements of these conditions for expressions of interest apply equally to the extended deadline.

D.2.10 Clarification of submission

Provide clarification of a submission in response to a request to do so from the employer during the evaluation of submissions.

D.3 Employer's undertakings

D.3.1 Respond to clarification

Respond to a request for clarification received up to five (5) working days before the submission closing time stated in the submission data and notify all respondents who attended the clarification meetings, if any, of those responses.

D.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the submission documents to each respondent during the period from the date of the calling for expressions of interest until seven (7) working days before the closing time for submissions stated in the submission data. If, as a result, a respondent applies for an extension to the closing time stated in the submission data, the employer may grant such extension and, shall then notify it to all respondents.

D.3.3 Late submissions

Unless otherwise stated in the submission data, return submissions received after the closing time stated in the submission data, unopened, (unless it is necessary to open a submission to obtain a forwarding address), to the respondent concerned.

D.3.4 Opening of submissions

D.3.4.1 Record the name of each respondent whose submission is opened and acknowledge receipt of each submission.

D.3.4.2 Make available the names of the respondents that made submissions prior to the closing time for submissions to all interested persons upon request.

D.3.5 Non-disclosure

Not disclose to respondents, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of submissions until after the evaluation process is complete.

D.3.6 Grounds for rejection and disqualification

Determine whether there has been any effort by a respondent to influence the processing of submissions and instantly disqualify a respondent if it is established that he/she engaged in corrupt or fraudulent practices.

D.3.7 Test for responsiveness

Determine, on opening and before detailed evaluation, whether each submission received:

- a) meets the requirements of these conditions for the calling for expressions of interest;
- b) has all the substantive provisions properly and fully completed and signed, and
- c) is responsive to the other requirements of the call for expressions of interest.

D.3.8 Non-responsive submissions

Reject all non-responsive submissions.

D.3.9 Evaluation of responsive submissions

D.3.9.1 Appoint an evaluation panel of not less than three persons. Evaluate submissions using the evaluation criteria established in the submission data.

D.3.9.2 Notify the respondents of the outcome of the evaluation process within two (2) weeks of the evaluation report being accepted by the employer.

D.3.10 Provide written reasons for actions taken

Provide upon request written reasons to respondents for any action that is taken in applying these conditions, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of respondents or might prejudice fair competition between respondents.

Annex E**Standard Notice and Invitation to submit an Expression of Interest**

	Guidance
Expressions of interest are invited for the provision of	<i>Describe briefly what is to be procured, and if appropriate, over what time period.</i>
The Employer is	
.....	<i>Describe objective selection criteria and provide any other pertinent information.</i>
The physical address for collection of documentation is: Documents may be collected during working hours after on	
Queries relating to the issues of these documents may be addressed to Mr/Ms , Tel No. , Fax No. E-mail	

Annex F**Record of Addenda to Tender Documents**

The undersigned confirm 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 tender offer:

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

Attach additional pages if more space is required.

Signed		Date	
Name		Position	
Tenderer			

Annex G**Compulsory Enterprise questionnaire**

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner 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: SBD4 issued by National Treasury must be completed for each tender and be attached as a tender requirement.

Section 8: SBD 6 issued by National Treasury must be completed for each tender and be attached as a tender requirement.

Section 9: SBD8 issued by National Treasury must be completed for each tender and be attached as a tender requirement.

Section 10: SBD9 issued by National Treasury must be completed for each tender and be attached as a tender requirement.

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

- authorizes the employer to verify the tenderers tax clearance status from the South African Revenue Services that it is in order;
- confirms that 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;
- 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;
- 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
- 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			

Part T2: Returnable Documents

T2.1: List of Returnable Documents

T2.1 List of Returnable Documents

2.2.1 Specific Goals

1. B-BBEE Status Level of Contributor 1 or 2

Evidence to be provided:

- A valid B-BBEE Certificate / Sworn- Affidavit / A valid B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline.

2. Company majority owned (51%) by black women.

Evidence to be provided:

- As above

3. 51% Black owned EMES and QSEs

Evidence to be provided:

- As above

2.2.2 Mandatory Documents

T2.2-01 Company Previous Experience – refer to returnable attached to Tender Data.

2.2.3 These schedules are required for eligibility purposes:

T2.2-02 Stage One: Eligibility Criteria Schedule - Certificate of attendance for the Compulsory tender clarification meeting.

T2.2-03 Stage Two: CIDB Grading of **5GB** or higher.

2.1.4 Returnable Schedules

T2.2-04: Programme

T2.2-05: Qualifications and Experience of key persons

T2.2-06: Health and Safety

T2.2-06a Health and Safety Questionnaire

T2.2-06b Health and Safety Cost Breakdown

T2.2-07: Quality

T2.2-08: Approach Paper

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: Capacity and Ability to meet Delivery Schedule

T2.2-13: Site Establishment

T2.2-14: Schedule of proposed Subcontractors

Agreement and Commitment by Tenderer:

T2.2-15: Non-Disclosure Agreement

T2.2-16: RFP Declaration Form

T2.2-17: RFP – Breach of Law

T2.2-18: Certificate of Acquaintance with Tender Document

T2.2-19: Service Provider Integrity Pact

T2.2-20: Supplier Code of Conduct

T2.2-21: Compulsory Enterprise Questionnaire

T2.2-22: Domestic Prominent Influential Persons (DPIP) Or Foreign Prominent Public Officials (FPPO)

T2.2-23: Agreement in terms of Protection of Personal Information Act (POPIA)

Bonds/Guarantees/Financial/Insurance:

T2.2-24: Insurance provided by the Contractor

T2.2-25: Form of Intent to provide a Performance Guarantee

T2.2-26: Three (3) years audited financial statements.

Transnet Vendor Registration Form:

T2.2-27: Transnet Vendor Registration Form

2.2 C1.1 Form of Offer & Acceptance

2.3 C1.2 Contract Data

2.4 C1.3 Forms of Securities

2.5 C2.1 Pricing Instructions

2.6 C2.2 Bill of Quantity

T2.2: Returnable Schedules

SPECIFIC GOALS

1. B-BBEE Status Level of Contributor 1 or 2

Evidence to be provided:

- A valid B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline.

Please attach evidence here

2. Company majority owned (51%) by black women.

Evidence to be provided:

- A Valid B-BBEE Certificate / Sworn- Affidavit / A Valid B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines.

Please attach evidence here

3. 51% Black owned EMEs and QSEs

Evidence to be provided:

- A Valid – B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines.

***Please attach evidence
here***

T2.2-02: Eligibility Criteria Schedule:

Certificate of Attendance at Tender Clarification Meeting

This is to certify that

(Company Name)

Represented
by:

(Name and
Surname)

Was represented at the compulsory tender clarification meeting

Held at:		
On (date)		Starting time:

Particulars of person(s) attending the meeting:

Name

Signature

Capacity

Attendance of the above company at the meeting was confirmed:

Name

Mphoyakaomphile Ngwenya

Signature

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

Date

T2.2-03: Eligibility Criteria Schedule - CIDB Grading Designation

Note to tenderers:

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

CRS Number	Status	Grading	Expiry Date

1. only tenders with valid- registration at the time of closing. Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, designation of **5GB** class of construction work, are eligible to have their tenders evaluated.

2. Joint Venture (JV)

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

1. Every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation of not lower than one level one level below the required grading designation in the class of construction works under consideration and possesses the required recognition status; and
3. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a **5GB** class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations
4. the Contractor shall provide the employer with a certified copy of its signed joint venture agreement;
5. and in the event that the joint venture is an 'Incorporated Joint Venture' the Memorandum of Incorporation to be provided within 4 (four) weeks of the Contract Date.

General Returnable Schedules

T2.2-04: Programme

Note to tenderers:

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

The tenderer shall provide the proposed programme detailed to minimum of level 3 showing as a minimum the following: -

- **Ability to provide the services:**

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

- **Provision of Dates:**

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

- Float
- Time Risk Allowances
- Health and safety requirements
- Procedures set out in this contract
- Work by the *Employer* and Others
- Access to a part of the site if later than its *access date*
- Acceptances
- Information by Others
- *Starting date, access dates, Key Dates and Completion Date*
- Planned Completion for each Key Date for each option and the complete works

- **Resourcing & Equipment:**

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

- **Progress Measurement & Tracking Sheets:**

The *Contractor* provides draft progress tracking sheets indicating how he plans to monitor and track the works at assembly member & commodity level. Sheets to have work steps and weight factors which roll up to a summary report.

T2.2-04: Management & CV's of Key Persons

1. Organizational Structure

Proposed Organisation Structure to include a clear indication of roles and responsibilities and specific function of each team member

2. Comprehensive CV's should be attached to this schedule:

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

Personal particulars;

Qualifications (degrees, grades of membership of professional societies and

Professional registrations, all these certificates are to be attached);

- Skills;
- Name of current employer and position;
- Overview of post graduate experience (year, organisation, position and responsibilities); and
- Outline of recent assignments / detailed experience that has a bearing on the scope of work.
- CV's for people proposed for all identified posts including:

i) **Project Manager**

1. The Project Manager should at least have a minimum qualification of a Diploma in Project Management with atleast 4 years of experience with the Project Management post qualification.
2. Must have experience working in at least 3 separate projects, with scopes including building works, HVAC, EL&P installations.
3. To be professionally registered (SACPCMP or PMP).

ii) **Construction Manager**

1. The Construction Manager should at least have a minimum qualification of a post-graduate diploma in Construction Management with atleast 4 years of experience post qualification
2. Must have experience working in at least 3 projects with scopes including building works, HVAC, EL&P installations.
3. Construction Manager to be professionally registered (SACPCMP).

iii) **Civil Engineer/Technician**

1. The Civil Engineer/Technician must have a minimum of BSc/B-Tech/ in Civil Engineering with at least 4 years' experience in the construction industry.
2. Must be professionally registered with ECSA.
3. Additional - Experience working in at least 3 projects with scopes similar to the building works listed in the Works Information will be beneficial.

iv) **Mechanical Engineer/Technician**

1. The Mechanical Engineer/Technician must have a minimum of BSc/B-Tech/ in Mechanical Engineering with at least 4 years' experience in the construction industry.
2. Must be professionally registered with ECSA.
3. Additional - Experience working in at least 3 projects with scopes including HVAC and fire systems similar to that listed in the Works Information will be beneficial.

v) **Electrical Engineer/Technician**

1. The Electrical Engineer/Technician must have a minimum of BSc/B-Tech in Electrical Engineering with at least 4 years' experience in the construction industry.
2. Professional registration with ECSA is required.
3. Additional - Experience working in at least 3 projects with scopes similar to the EL&P requirements listed in the Works Information will be beneficial.

vi) **Quality Officer**

1. The Quality Assurance officer should have a certified qualification in ISO 9001:2015. At least 3 years of experience in quality systems within built environment is required.
2. Evidence of knowledge, understanding and implementing ISO 9001:2015
3. Additional - Experience working in at least 3 projects with scopes including building works, HVAC, EL&P installations will be beneficial.

vii) **Health & Safety Officer**

1. The Health & Safety Officer must be registered as a Health and Safety Practitioner with SACPCMP with at least 3 years of experience in the construction industry.
2. Proof of valid SACPCMP registration to be submitted as part of this returnable.
3. Additional - Experience working in at least 3 projects with scopes including building works, HVAC, EL&P installations will be beneficial.

Attached submissions to this schedule:

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The following table is to be populated by the tenderer identifying the resources for the key roles for the *works*.

Key Person Role	Name of Resource
Project Manager	
Construction Manager	
Civil Engineer/Technician	
Electrical Engineer/Technician	
Mechanical Engineer/Technician	
Quality Officer	
Health & Safety Officer	

T2.2-06: Health and Safety Requirements

Submit the following documents as a minimum with your tender:

1. Health and Safety Manahement Plan signed by the highest level of managment. List the five elements -
 - Commitment to Safety,
 - 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, CR9.1 Risk Assessor, 17.1 SHE Reps, etc. as per the Occupational health and safety Act 85 of 1993.
3. Overview of the project specific Task Risk Assessment (RA), indicating major activities of the project namely:
 - Site Establishment
 - Building works: Partial gutting of building interiors, refurbishment of building shells, interior alterations, ceiling replacement and partitioning of spaces, construction slab, temporary works, apply new finishes, Refurbish existing shopfitting and fittings, Window treatments, Installation of Graphics, Notice Boards and Signage, Installation of custom furniture, furniture and accessories
 - Mechanical works: HVAC installations, Frie system installation
 - Control and Instrumentaion – installation of cable points and cameras
 - Electrical works: Lighting, power point installations, Cabling; Distribution Boards
4. Complete and return with tender documentation the Contractor Safety Questionnaire and Cost break-down sheet, included to this Evaluation Schedule as a returnable, attach all required supporting documents.
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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T2.2-06a: Contractor Questionnaire

CONTRACTOR QUESTIONNAIRE				
1.	POLICY, ORGANISATION AND MANAGEMENT INVOLVEMENT	YES	NO	N/A
1.1	Does your company have a SHEQ Policy?			
1.2	Has a copy signed by the Chief Executive Officer / Managing Director been supplied?			
	Provide company organogram.			
1.3	Company Certified? i.e. ISO 14001, ISO 9001, OHSAS 18001 etc.			
	If yes, provide proof of periodical work area inspections and Regular Health and Safety meetings with personnel			
1.4	Does the company have OHSAct 16.2 Appointee?			
1.5	Is your company registered with the Compensation Commissioner (COID Act) or licenses compensation insurer? If so, please provide registration number.			
1.6	Do you have a copy of good standing certificate, confirming that your registration is paid up? If so, please provide copy thereof			
1.7	Does the company comply with the relevant legal appointees for this project i.e. Representatives, Environmental Control Officer, First Aiders, Risk Assessors, etc.?			
2.	ACCREDITATION	YES	NO	
2.1	Does the company have the auditable Management Systems in place?			
	If so, please provide proof of certificate issued by a credible external Assurance Auditor.			
3.	TRAINING	YES	NO	
3.1	Has the training based on risks/hazards that has been identified been done?			
3.2	Is training provided to employees at the following stages?			
	▪ When joining the company			
	▪ When changing jobs within the company			
	▪ When new plant or equipment needs to be operated			
	▪ As a result of experience of and feedback from an accident/incident reports			
3.3	Provide proof of specialist training provided such as training analysis, Certificates, Job Specific Training or Induction Training program?			
3.4	What legal or compliance training is provided specifically to			
	▪ First line supervisors?			
	▪ Middle and top management?			
3.5	Are all employees (including sub-contractors) instructed as to the application of rules and regulations within your organization?			
3.6	Does this training include the selection, use and care of personal protective equipment?			
3.7	What refresher training is provided and at what intervals?			
	Please list examples			
4.	PURCHASE OF GOODS, MATERIALS AND SERVICES	YES	NO	

T2.2-06a: Contractor Questionnaire

4.1	Do you have a system which ensures that all statutory inspections of plant and equipment are carried out?			
	Give examples of plant/equipment covered:			
4.2	Is there a record of inspections conducted above?			
4.3	Do you carry out plant and equipment inspections prior to work commencing to ensure the hazards are identified?			
	Please provide copies of these inspection reports.			
4.4	Do you evaluate the competence of all sub-contractors?			
	Please describe how this is achieved and how the results are monitored.			
5.	INSPECTIONS	YES	NO	
5.1	Are periodic work inspections carried out by first line supervisors?			
5.2	Are unsafe acts and conditions reported and remedial actions formally monitored?			
6.	RULES AND REGULATIONS	YES	NO	
6.1	Do organisational rules and regulations exist for personnel and subcontractors?			
	Do these cover			
	▪ General rules			
	▪ Project rules			
	▪ Specific task rules			
6.2	Do these rules include a permit to work system (as applicable)?			
6.3	Do you have experience of contractor execution plans?			
	Give examples of where these have been used			
6.4	Do you have a formal company guideline for holding pre-contract progress meetings with the client?			
7.	RISK MANAGEMENT	YES	NO	
7.1	Have you performed assessment of the risks involved in the execution of contract work?			
7.2	Do you have safe work procedure for all high risk/hazards identified?			
7.3	Are employees trained on Safe Work Procedures?			
7.4	Do you have a copy of the PPE needs analysis done and issue records kept?			
8.	BUSINESS CONTINUITY AND EMERGENCY ARRANGEMENTS	YES	NO	
8.1	Do you have an emergency plan AND business continuity plan in place?			
8.2	Are provision made for Trained First Aiders?			
8.3	Are employees trained on the emergency plan/procedure and business continuity plan?			
9.	FALL PROTECTION	YES	NO	
9.1	Are you able to demonstrate that work at heights undertaken under competent supervision, carried out by employees who are trained and medically fit?			
9.2	Does your fall protection plan include rescue plan, risk assessment, inspection, testing and maintenance of fall protection equipment?			
10.	PROJECT SECURITY	YES	NO	
10.1	Has the security assessment for the site been done?			
10.2	Are measures put in place to ensure security of the project personnel and equipment?			

T2.2-06a: Contractor Questionnaire

11.	RECRUITMENT OF PERSONNEL	YES	NO				
11.2	Are medical examinations carried prior to employment, in all cases?						
11.3	Are exit medicals conducted on staff once they have resigned? e.g. via trade testing, reference checks, etc.						
11.4	How do you assess the competence of staff before an appointment is made?						
11.5	Is the substance abuse policy and testing procedure in place?						
12.	REPORTING AND INVESTIGATION OF ACCIDENTS, INCIDENTS AND DANGEROUS CONDITIONS	YES	NO				
12.1	Do you have a procedure for reporting, investigating and recording accidents and incidents?						
	Supply copy of this procedure and incident register including first aid and medical cases.						
12.2	Is there a standard report/investigation form used? If yes, supply copy.						
12.3	Do you have a formal system for reporting situations/near misses etc.? If yes, provide copy.						
		YEAR-1	YEAR-2	YEAR-3	YEAR-4	YEAR-5	
	Lost time accidents per 100 employees						
	Major/Reportable injuries per 100 employees						
	Number of dangerous occurrences						
	Lost man days due to accidents						
13.	COMMUNICATION AND CONSULTATION	YES	NO				
13.1	Are progress and other legal meetings held?						
13.2	Are minutes of the meetings recorded and results of these meetings communicated to all employees? If yes, please describe method						
13.3	Are daily talks meetings conducted to discuss hazards on site, incident recall, performance?						
14.	COSTS	YES	NO				
14.1	Has the Contractor made provision for the cost for IMS requirements for the project? Refer to Pricing Schedule Requirements (Annexure 8.4, TRN-IMS-GRP-PROC-014-8.4)						
Name of Transnet Contract Manager/Designated Transnet Person:							
Signature of Transnet Contract Manager/Designated Transnet Person:							
Date of Receipt of Documentation:							
Comments:							
Date of Endorsement of Documentation:							

T2.2-06 b TNPA Estimate 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: Quality Management

Reference Standard – TNPA-QUAL-REQ-014.1 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. 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:
 - 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) Include a detailed description on Control of externally provided services.
 - 7) Include a detailed description on Design Control.

2. **Quality Control Plan (QCP)** specific to the Project but not limited to:

1. Building Works

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

- 1) Detailed sequence of activities (construction/fabrication)
- 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.

3. 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 organisation 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 organisation.

Attached submissions to this schedule:

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	Evaluation Category	Maximum Score	Evaluation Criteria	Rating
Quality Requirements Total 10 points	Project Quality Plan (as per TNPA-QUAL-REQ-014.1) 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: 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. 7) Include a detailed description on Design Control.	5	No key elements addressed	0
			Only Three (3) or below of Seven (7) key elements met	20
			Four (4) of Seven (7) key elements met	40
			Five (5) of Seven (7) key elements met	60
			Six (6) of Seven (7) key elements met	80
			All Seven (7) and above of the key elements met	100
	Quality Control Plans (as per TNPA-QUAL-REQ-014.1) Quality Control Plan (QCP) specific to the Project but not limited to: 1. Building Works The Quality Control Plan shall be Project Specific as per	4	No key elements addressed	0
			One (1) of Five (5) key elements met	20
			Two (2) of Five (5) key elements met	40

	the Scope of Work and shall include the following as key elements: 1) Detailed sequence of activities (construction/fabrication) 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)		Three (3) of Five (5) key elements met	60
			Four (4) of Five (5) key elements met	80
			All 5 key elements are met	100
	Quality Policy Quality Policy shall include the following key policy elements: 1) is appropriate to the purpose and context of the organisation and supports its strategic direction, 2) provides framework for setting quality objectives, 3) includes a commitment to satisfy applicable requirements, 4) includes a commitment to continual improvement of QMS, and 5) is communicated and understood within the organisation.	1	No key elements addressed	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

T2.2-08: 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 activities:

Outline of overall proposed approach

1. Tenderer to outline approach methodology and sequencing for all building works as per Section 4 of the Works Information
2. Tenderer to outline approach methodology and sequencing for the installation of specialist equipment including but not limited to the following:
 - a. Installation of HVAC
 - b. Installation of fire detection system
 - c. Installation of electrical equipment
3. Site establishment and 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

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		
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12		
13		
14		
15		

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:

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T2.2-12: Capacity and Ability to meet Delivery Schedule

Note to tenderers:

The Tenderer is required to demonstrate to the *Employer* that the tenderer has sufficient current and future capacity to carry out the work as detailed in the Works Information and that the tenderer has the capacity and plans in place to meet the required delivery schedule as required. To this end, the following must be provided by the Tenderer:

A schedule detailing the following:

- Maximum quantity of work concurrently performed by the Tenderer in the recent past in order to illustrate his potential capacity to design, fabricate and/or construct work of a similar nature;
- Current and future work on his order book, showing quantity and type of equipment;
- Quantity of work for which the Tenderer has tenders in the market or is currently tendering on;
- The work as covered in this Works Information, planned and scheduled as per the Tenderer's capacities and methods but meeting the required delivery schedule.

Index of documentation attached to this schedule:

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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



TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2023/08/0017/39271/RFP

DESCRIPTION OF THE WORKS: VALUE MANAGEMENT HUB AND EXECUTIVE BOARDROOM UPGRADE AT
THE PORT OF RICHARDS BAY

% 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 NON-DISCLOSURE AGREEMENT

[..... 2020]

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

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

TRANSNET SOC LTD

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

and

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

WHEREAS

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

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

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

including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:

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

2. CONFIDENTIAL INFORMATION

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

Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.

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

3. RECORDS AND RETURN OF INFORMATION

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

4. ANNOUNCEMENTS

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

5. DURATION

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

6. PRINCIPAL

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

7. ADEQUACY OF DAMAGES

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

8. PRIVACY AND DATA PROTECTION

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

9. GENERAL

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

Signed

Date

Name

Position

Tenderer

T2.2-16: 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 T2.2-19 "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.

T2.2-17: 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

T2.2-18: 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

T2.2-19: Service Provider Integrity Pact

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

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

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

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

PREAMBLE

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

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

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

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

1 OBJECTIVES

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

2 COMMITMENTS OF TRANSNET

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

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

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

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

3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

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

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

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

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- 3.7 The Tenderer/Service Provider/Contractor will not misrepresent facts or furnish false or forged documents or information in order to influence the tendering process to the advantage of the Tenderer/Service Provider/Contractor or detriment of Transnet or other competitors.
- 3.8 Transnet may require the Tenderer/Service Provider/Contractor to furnish Transnet with a copy of its code of conduct. Such code of conduct must address the compliance programme for the implementation of the code of conduct and reject the use of bribes and other dishonest and unethical conduct.
- 3.9 The Tenderer/Service Provider/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 3.10 The Tenderer/Service Provider/Contractor confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human Rights, Labour, Anti-Corruption and the Environment when undertaking business with Transnet as follows:
- a) Human Rights
- Principle 1: Businesses should support and respect the protection of internationally proclaimed human rights; and
 - Principle 2: make sure that they are not complicit in human rights abuses.
- b) Labour
- Principle 3: Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;
 - Principle 4: the elimination of all forms of forced and compulsory labour;
 - Principle 5: the effective abolition of child labour; and
 - Principle 6: the elimination of discrimination in respect of employment and occupation.
- c) Environment
- Principle 7: Businesses should support a precautionary approach to environmental challenges;
 - Principle 8: undertake initiatives to promote greater environmental responsibility; and
 - Principle 9: encourage the development and diffusion of environmentally friendly technologies.

d) Anti-Corruption

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

4 INDEPENDENT TENDERING

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

Tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [NPA] for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

5 DISQUALIFICATION FROM TENDERING PROCESS

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

6 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

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

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- 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.

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

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

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

Signature

Date

T2.2-20: 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

T2.2-21 : 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: _____

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 6.1 must be completed for each tender and be attached as a requirement.

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

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

Signed	_____	Date	_____
Name	_____	Position	_____
Enterprise name	_____		

SBD 6.1**PREFERENCE POINTS CLAIM FORM**

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

1. GENERAL CONDITIONS

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

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

1.2 The value of this bid is estimated to 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 Level 2= 10 Points	20
Company majority owned (30%) by Black Women = 5 Points	
51% Black Owned EME and QSE's = 5 Points	
Non-Compliant and/or B-BBEE Level 3-8 contributors = 0 Points	
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 or 90 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	A valid B-BBEE Certificate / Sworn- Affidavit / A valid B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
51% Black Women Owned Entities	A valid B-BBEE Certificate / Sworn- Affidavit / A valid B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
Entities that are 51 % Black Owned	A valid B-BBEE Certificate / Sworn- Affidavit / A valid 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	<p>Certificate issued by SANAS accredited verification agency</p> <p>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)</p> <p>[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.]</p>

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

7. SUB-CONTRACTING

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

(***Tick applicable box***)

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

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.

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

WITNESSES

1.
2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of institution	State

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

- 2.2.1 If so, furnish particulars:

.....

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

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

YES/NO

- 2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National

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.

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

T2.2-22: Domestic Prominent Influential Persons (DPIP) Or Foreign Prominent Public Officials (FPPO)

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

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

As per the Transnet Domestic Prominent Influential Persons (DPIP) and Foreign Prominent Public Officials (FPPO) and Related Individuals Policy available on Transnet website <https://www.transnet.net/search/pages/results.aspx?k=FPIDP#k=DPIP>, Respondents are required to disclose any commercial relationship with a DPIP or FPPO (as defined in the Policy) by completing the following section:

The below form contains personal information as defined in the Protection of Personal Information Act, 2013 (the "Act"). By completing the form, the signatory consents to the processing of her/his personal information in accordance with the requirements of the Act. Consent cannot unreasonably be withheld.						
Is the Respondent (Complete with a "Yes" or "No")						
A		Closely Related to a DPIP/FPPO		Closely Associated to a DPIP/FPPO		
List all known business interests, in which a DPIP/FPPO may have a direct/indirect interest or significant participation or involvement.						
No	Name of Entity/ Business	Role in the Entity/ Business (Nature of interest/ Participation)	Shareholding %	Registration Number	Status (Mark the applicable option with an X)	
					Active	Non-Active
1						
2						
3						

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

2. SERVICE LEVELS

- 2.1 Transnet reserves the right to request that any member of the Service provider's team involved on the Transnet account be replaced if deemed not to be adding value for Transnet.
- 2.2 The Service provider guarantees that it will achieve a 95% [ninety-five per cent] service level on the following measures:
- a) Random checks on compliance with quality/quantity/specifications
 - b) On-time delivery
- 2.3 The Service provider must provide a telephone number for customer service calls.
- 2.4 Failure of the Service provider to comply with stated service level requirements will give Transnet the right to cancel the contract in whole, without penalty to Transnet, giving 30 [thirty] calendar days' notice to the Service provider of its intention to do so.

Acceptance of Service Levels:

YES	
-----	--

NO	
----	--

T2.2-23 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")

1. PREAMBLE AND INTRODUCTION

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

2. PROTECTION OF PERSONAL INFORMATION

- 2.1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No. of 2013 "(POPIA)":

consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.

- 2.2. The Operator will process all information by the Transnet in terms of the requirements contemplated in Section 4(1) of the POPIA:

Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.

- 2.3. The Parties acknowledge and agree that, in relation to personal information of Transnet and the information of a third party that will be processed pursuant to this Agreement , the Operator is (.....
insert name of Tenderer/Contractor) hereinafter Operator and the Data subject is "Transnet". Operator will process personal information only with the knowledge and authorisation of Transnet and will treat personal information and the information of a third party which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.

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

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

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

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

YES	
-----	--

NO	
----	--

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

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

3. SOLE AGREEMENT

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

Signed at _____ on this _____ day of _____ 2021

Name: _____

Title: _____

Signature: _____

.....(insert name of Tenderer/Contractor)

Authorised signatory for and on behalf of(insert name of Tenderer/Contractor) 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 81.1 in NEC3 Professional Services 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 81.1 of the PSC)	Minimum amount stated in the Contract Data & Name of Insurance Company	Cover	Premium
Liability of the <i>Consultant</i> for claims made against him arising out of his failure to use the skill and care normally used by professionals providing services similar to the <i>services</i>	The amount stated in the Contract Data		
Liability for death of or bodily injury to a person (not an employee of the <i>Consultant</i>) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i>	The amount stated in the Contract Data for any one event		
Liability for death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract	The greater of the amount required by the applicable law and the amount stated in the Contract Data for any one event		
(Other)			

To Whom It May Concern,

CERTIFICATE OF INSURANCE: TRANSNET (SOC) LIMITED – PRINCIPAL CONTROLLED INSURANCE

In our capacity as Insurance Brokers to the Transnet Group of Companies, we hereby certify that the undermentioned insurances are currently in place:

INSURED: Transnet (SOC) Limited

PERIOD: 1 April 2023 to 31 March 2024 (Both days inclusive)

DIVISION: Transnet Freight Rail, Transnet Engineering, Transnet Properties, Transnet Pipelines, Transnet National Ports Authority and Transnet Port Terminals

THE INSURED'S VAT NO: 4720103177

THE INSURED'S COMPANY REGISTRATION NO: 1990/000900/30

POSTAL ADDRESS (Head Office) Carlton Centre, 150 Commissioner Street, Johannesburg, 2001

CONTRACT WORKS INSURANCE

Cover Provided : Contract Works - Physical loss or damage to the Property Insured which being materials, plant and other things for incorporation into the permanent works.

Insurer : Mirabilis (Santam Limited)

Policy Number : MZAR35023-CAR

The Contract Site : Any location within the Territorial Limits upon which The Insured Contract is to be executed or carried out as more fully defined in The Insured Contract documents together with so much of the surrounding area as may be required or designated for the performance of The Insured Contract.

Territorial Limits : The Republic of South Africa.

Additional Co-Insureds:

The Contractor: All Contractors undertaking work in connection with The Insured Contract including the Employer to the extent that the Employer undertakes work in connection with The Insured Contract;

Sub-Contractors: All Sub-Contractors employed by the Contractor and all other Sub- Contractors (whether nominated or otherwise) engaged in fulfilment of The Insured Contract; and to the extent required by any contract or agreement; transporters, suppliers, manufacturers, vendors, other persons, persons providing storage facilities, plant

owners and/or operators in respect of liability loss or damage arising out of The Insured Contract; project managers, architects, land surveyors, quantity surveyors, engineers and other advisors or consultants or sub-consultants appointed in the performance of the Insured Contract activities arising at the Contract Site provided always that any such person shall not be insured hereunder in respect of liability loss or damage arising out of such person's error or omission in the performance of the professional services for which he was appointed;

Provincial & Government: any Local Provincial or Government Department with which the Insured enters into any contract or agreement for the performance of The Insured Contract; all for their respective rights and interests.

Insured Contracts : All Contracts (including any undertaking awarded or commenced prior to Inception of the Period of Insurance) involving design, construction, Performance Testing and Commissioning in respect of the Works and shall Include capital expenditure, upgrade, modification, maintenance or overhaul, refurbishment, renovation, retrofitting or alterations and additions to existing facilities undertaken by the Insured or other Insured Parties acting on their behalf but **excluding**;

- a) contracts which at award stage have a value in excess of R 1,000,000,000;
- b) contracts with an estimated construction period exceeding 48 months but increasing to 60 months in respect of rail maintenance contracts and Transnet Freight and Rail contracts for logistical support for inline inspections and identification of defects over a 5 year period in respect of Transnet's pipeline assets (excluding Defects Liability/Maintenance period);
- c) contracts involving construction or erection of petrochemical manufacturing plant(s) but this exclusion shall not apply to pipelines and other associated works undertaken by or on behalf of the Insured;
- d) contracts in or on any aircraft;
- e) Off-shore contracts;
- f) Wet Risk Contracts which at award exceeds R500,000,000;
- g) Dam Contracts
- h) Tunnel contracts which at award exceeds R50,000,000;
- i) Tunnel contracts using tunnel boring machines;
- j) Underground Mining Contracts;
- k) Horizontal Directional Drilling Contracts which at award exceeds R50,000,000;
- l) Horizontal Directional Drilling Contracts where total drilling exceeds 1 km;
- m) Horizontal Directional Drilling Contracts for pipe diameters greater than 76 cm.

Definitions

1. *"Off-shore contracts" means all works and installations in the sea or on the seabed including dredging which are accessible only by ship boat barge or helicopter and do not constitute normal wet works like harbours moles bridges wharves or sewage or cooling water intake or outlet facilities. "OffShore Contracts" shall include oilrigs and oil platforms (but not including oil platforms when connected to the land on completion). The term shall not apply to pre-fabrication works on land associated with an Off-Shore Contract.*

- 2 *"Wet Risk Contracts" shall mean any Contract and/or Works where more than thirty-five (35) percentile of its value is in a permanent body of water or is below the high water mark of any tidal body of water. The term shall include contracts for the construction of wharves, piers, marinas, causeways, breakwaters, jetties, dry docks and offshore pipelines when connected directly to on-shore facilities and canal developments. Wet Risks shall exclude Off- Shore Contracts;*
- 3 *"Dam Contracts", which term shall include weirs and hydroelectric projects involving the construction of dams or weirs;*
- 4 *"Horizontal Directional Drilling Contracts", means micro-tunnelling work for the construction of tunnels utilising surface based horizontal directional drilling equipment.*
- 5 *Tunnels" means Tunnels (Including declines) involving all of the following;*
 - (a) Works below ground level; and
 - (b) Tunnelling machinery below ground level; and
 - (c) A tunnelling crew operating the machinery below ground level;
 - (d) But shall not include Horizontal Directional Drilling Contracts
- 6 *"Horizontal Directional Drilling Contracts", means micro-tunnelling work for the construction of tunnels utilising surface based horizontal directional drilling equipment.*
- 7 *"Underground Mining Contracts", which shall mean any contract involving underground mining.*

Testing Period: 120 Days not consecutive.

Maintenance Period : 12 Months

Main Policy Extensions :

- Costs & Expenses - Limited to maximum of R50,000,000.
- Expediting Measures – Limited to a maximum of R50,000,000.
- Professional Fees In Reinstatement Of Property Insured - Limited to a maximum of R50,000,000.
- Costs & Expenses For Removal Of Debris No Damage - Limited to a maximum of R50,000,000.
- Surrounding Property in care custody or control of the contractor – Limited to a maximum of R55,000,000.
- Fire Brigade & Public Authorities - Limited to a maximum of R10,000,000.
- Public Authority Reinstatement Costs - Limited to a maximum of R20,000,000
- Public Relationship Costs - Limited to a maximum of R1,000,000.
- Records - Limited to a maximum of R2,000,000.
- Removal to Gain Access - Limited to a maximum of R20,000,000

- Road Reserve and Servitude Extensions - Limited to a maximum of R10,000,000
- Search & Locate Costs - Limited to a maximum of R20,000,000.
- Borrowing Of Plant For Commissioning Purposes - Limited to a maximum of R10,000,000
- Escalation during Construction – 30%
- Marine Contribution Clause
- Claim Preparation Costs – Limited to a maximum of R10,000,000

Main Policy Exclusions :

- War
- Nuclear Energy Risks
- Terrorism
- Computer Loss General Exception
- DE4 (All types of Works) for defective material workmanship design plan or specification.
- LEG 3 (Mechanical or Electrical Engineering Works only) for defective material workmanship design plan or specification. Limited to maximum of 15% of the total estimated contract value.
- Loss or damage arising during air transit or any ocean voyage or whilst in storage thereafter.
- Occurring during any defects/maintenance period unless cause occurred prior to such defects/maintenance period
- Disappearance or by shortage revealed during routine inventory or periodic stocktaking.
- Consequential loss of whatsoever nature.
- Normal wear and tear, normal atmospheric conditions, rust, erosion, corrosion or oxidation.
- Due to its own explosion breakdown or derangement occurring after the Testing Period which has operated under load conditions.
- Second hand property due to its own electrical or mechanical breakdown or explosion.
- Cyber and Data

Deductibles:

In respect of loss or damage:

Major Perils shall mean damage caused by storm, rain, tempest, wind, flood, theft, malicious damage, subsidence, collapse, earthquake, testing or commissioning and the consequences of defective design, specification, materials or workmanship (DE4).

Minor Perils shall mean damage caused by a peril not defined as Major Perils defined above.

Contracts with a contract value :	Major perils	Minor perils
0 to R100,000,000	R25,000	R15,000
R100,000,001 to R250,000,000	R50,000	R15,000

R250,000,001 to R500,000,000	R100,000	R25,000
R500,000,001 to R1,000,000,000	R150,000	R25,000

Minimum wet risk deductible of R100,000 per occurrence to apply.

LEG 3 Deductible (Only in respect of Mechanical and Electrical contracts);

Contracts with a contract value	Deductible
0 to R500,000,000	R1,000,000 per occurrence
R500,000,001 to R1,000,000,000	R1,500,000 per occurrence

PUBLIC LIABILITY

Cover Provided :	Contract Works Public Liability – cover the Insured's legal liability in respect of loss or damage or injury to third parties arising out of work performed in respect of the Insured Contracts.
Insurer :	Stalker Hutchinson (Santam Limited)
Policy Number:	6000/132335
Territorial Limits :	The Republic of South Africa.
Insured Contracts:	<p>All contracts (including any undertaking awarded or commenced prior to inception of the period of Insurance) involving design, construction, performance testing and commissioning in respect of the works and shall include capital expenditure, upgrade, modification, maintenance or overhaul, refurbishment, renovation, retrofitting or alterations and additions to existing facilities undertaken by the Insured or other Insured Parties acting on their behalf but Excluding:</p> <ul style="list-style-type: none"> a) Contracts which at award stage have a value in excess of R 1,000,000,000. b) Contracts with an estimated construction period at award exceeding 48 months but 60 months in respect of contracts awarded prior to 1 April 2020 for rail maintenance contracts For Transnet Freight & Rail and for Transnet Pipeline's logistical support for inline inspections and identification of defects in respect of Transnet's pipeline assets (all excluding Defects Liability/Maintenance period). c) Contracts with a Contractual Defects Liability Maintenance Period exceeding 24 months. d) Contracts involving construction or erection of petrochemical manufacturing plant(s) but this exclusion shall not apply to pipelines and other associated works undertaken by or on behalf of the Insured. e) Contracts in or on any aircraft. f) Off-shore contracts - "Off-shore contracts" means all works and installations in the sea or on the seabed and do not constitute normal Wet Risk Contracts like harbours, moles, bridges, wharves or sewage or cooling water intake or outlet facilities, piers, marinas, causeways, breakwaters, jetties, dry docks and

offshore pipelines when connected directly to onshore facilities and canal developments. "Off-Shore contracts" shall include oilrigs and oil platforms.

Policy Limits:

Contractors Public Liability	R100,000,000 any one occurrence / unlimited during the Period of Insurance
Contractors Negligent Removal or weakening of Support	R100 000 000 any one occurrence and R100,000,000 per site in the aggregate during the Period of Insurance.
Statutory Legal Defence Costs	*R5 000 000 in the aggregate during the Period of Insurance.
Arrest / Assault / Defamation	*R5 000 000 in the aggregate during the Period of Insurance.
Prevention of Access	*R5 000 000 in the aggregate during the Period of Insurance.
Trespass / Nuisance	*R5 000 000 in the aggregate during the Period of Insurance.
Claims Preparation Costs	R5 000 000 any one occurrence

*Where the limits are noted as in the aggregate during the policy period of insurance, that such aggregated limit is applicable to all Transnet Insured Contracts collectively and in total and does not apply to each contract separately.

Deductible(s) : R50,000 per occurrence but increased to R5,000,000 in respect of Spread of Fire and/or Hot Works and R250,000 in respect of Sudden and Accidental Pollution and/or Goods on the Hook and/or R150,000 in respect of Developers Removal of Support.

General Policy Exclusions :

The policy does not cover:-

- deliberate, conscious and intentional disregard to take reasonable precautions.
- fines, penalties, punitive and exemplary damages.
- Pollution unless caused by a sudden, unintended and unexpected occurrence.
- cost of removing, nullifying or cleaning up the effects of pollution unless caused by a sudden, unintended and unexpected occurrence.
- the hazardous nature of asbestos.
- War And Terrorism Risks.
- Nuclear Risks.
- Actual or alleged unlawful competition, unfair practices, abuse of monopoly power, cartel activities
- Compulsory Insurance

- Loss or damage and any consequence therefrom to any Data. •
- Sanctions Exclusion
- Grid Failure

PROFESSIONAL INDEMNITY

Cover Provided :

Professional Indemnity

- In respect of damages which the Insured shall become legally liable to pay in consequence of neglect, error or omission by or on behalf of the Insured in the conduct or execution of their Professional Activities and Duties as defined.
- Prior To Handover/Rectification - against loss arising out of any defect in the works discovered prior to the issue of any practical completion or take-over certificate provided that any such defects are caused by a negligent breach of a Professional Activity or Duty by the Insured in consequence of neglect, error or omission by or on behalf of the Insured.

Insurer :

Stalker Hutchinson (Santam Limited)

Policy Number:

6000/132337

Jurisdiction :

Worldwide excluding North America

Insured Contracts:

All contracts (including any undertaking awarded or commenced prior to inception of the period of Insurance) involving design, construction, performance testing and commissioning in respect of the works and shall include capital expenditure, upgrade, modification, maintenance or overhaul, refurbishment, renovation, retrofitting or alterations and additions to existing facilities undertaken by the Insured or other Insured Parties acting on their behalf but **Excluding**:

- Contracts which at award stage have a value in excess of R 1,000,000,000.
- Contracts with an estimated construction period at award exceeding 48 months (excluding Defects Liability/Maintenance period).
- Contracts with a Contractual Defects Liability Maintenance Period exceeding 24 months.
- Contracts involving construction or erection of petrochemical manufacturing plant(s) but this exclusion shall not apply to pipelines and other associated works undertaken by or on behalf of the Insured.
- Contracts in or on any aircraft.
- Off-shore contracts - "Off-shore contracts" means all works and installations in the sea or on the seabed and do not constitute normal Wet Risk Contracts like harbours, moles, bridges, wharves or sewage or cooling water intake or outlet facilities, piers, marinas, causeways, breakwaters, jetties, dry docks and offshore pipelines when connected directly to onshore facilities and canal developments. "Off-Shore contracts" shall include oilrigs and oil platforms.

Limit Of Indemnity:

Professional Indemnity -

*R100,000,000 in the aggregate during the policy period of insurance.

*Where the limit is noted as in the aggregate during the policy period of insurance, that such aggregated limit is applicable to all Transnet Insured Contracts collectively and in total and does not apply to each contract separately.

**Policy Extension
Limits Of Indemnity:**

Claims Preparation Costs -	*R7,500,000 in the aggregate during the policy period of insurance.
Loss of Documents -	*R2,000,000 in the aggregate during the policy period of insurance.
Statutory Defence Costs -	*R5,000,000 in the aggregate during the policy period of insurance.
Defamation -	*R5,000,000 in the aggregate during the policy period of insurance.
Infringement of Copyright -	*R5,000,000 in the aggregate during the policy period of insurance.

*Where the limits are noted as in the aggregate during the policy period of insurance, that such aggregated limit is applicable to all Transnet Insured Contracts collectively and in total and does not apply to each contract separately.

Deductibles:

R5,000,000 each and every but R10,000 in respect of Claims Preparation Costs, Loss of Documents, Statutory Defence Costs, Defamation and Infringement Of Copyright.

Policy Special Conditions :

Condition precedent to liability that the Insured is fully qualified and registered with the relevant Industry Body/Association in terms of legislation as applicable.

Prior to hand over/rectification – the insured must give prior written notice to the Insurers of the intention to take remedial action to rectify such defect and obtain the Insurers' written agreement to such action being taken and the costs and expenses expected to be expended.

Policy Main Exclusions:

- Excludes all consequential loss other than cost of re-design, rectification and replacement as a consequence of the defect.
- Excludes Supervision.
- Excludes liability arising out of environmental impairment / pollution
- Excludes the cost of removing, nullifying or cleaning-up the effects of environmental impairment/ pollution.
- Excludes war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, any act of terrorism and nuclear risks.
- Excludes fines, penalties, punitive and exemplary damages, multiplication of compensatory damages and/or any other noncompensating damages of any kind.
- Excludes liability from the hazardous nature of asbestos.
- Excludes medical malpractice.

- Excludes failure to meet contractual requirements relating to efficiency, output or durability.
- Excludes failure to meet completion dates
- Excludes the estimation of probable costs other than cost advice and cost planning services normally provided by a Quantity Surveyor or Project manager.
- Excludes incorrect authorisation of payment.
- Excludes breach of any statutory regulation.
- Excludes liability from the insolvency, liquidation or judicial management of the Insured.
- Excludes the certification of value of work executed by any contractor where the Insured has an equity interest in such contractor;
- Excludes liability due to unlawful competition, unfair practices, abuse of monopoly power, cartel activities or breach of a competitions ac
- Sanctions Exclusion
- Grid Failure

This certificate of the insurance cover arranged is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies issued by Insurers.

Dennis Govender



Chief Broking Officer

T2.2-25: Form of Intent to Provide a Performance Guarantee

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

Name of Guarantor
(Bank/Insurer)

Address

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

Signed

Name

Capacity

On behalf of (name of
tenderer)

Date

Confirmed by Guarantor's Authorised Representative

Signature(s)

Name (print)

Capacity

On behalf of Guarantor
(Bank/insurer)

Date

T2.2-26: 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:

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T2.2-27 SUPPLIER DECLARATION FORM

Transnet Vendor Management has received a request to load / change your company details onto the Transnet vendor master database. Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents as per Appendix A to the Transnet Official who is intending to procure your company's services / products, to enable us to process this request. Please only submit the documentation relevant to your request.

Please Note: all organisations, institutions and individuals who wish to provide goods and/or services to organs of the State must be registered on the National Treasury's Central Supplier Database (CSD). This needs to be done via their portal at <https://secure.csd.gov.za/> **before applying to Transnet.**

General Terms and Conditions:

Please Note: Failure to submit the relevant documentation will delay the vendor creation / change process.

Where applicable, the respective Transnet Operating Division processing your application may request further or additional information from your company.

The Service Provider warrants that the details of its bank account ("the nominated account") provided herein, are correct and acknowledges that payments due to the Supplier will be made into the nominated account. If details of the nominated account should change, the Service Provider must notify Transnet in writing of such change, failing which any payments made by Transnet into the nominated account will constitute a full discharge of the indebtedness of Transnet to the Supplier in respect of the payment so made. Transnet will incur no liability for any payments made to the incorrect account or any costs associated therewith. In such an event, the Service Provider indemnifies and holds Transnet harmless in respect of any payments made to an incorrect bank account and will, on demand, pay Transnet any costs associated herewith.

Transnet expects its suppliers to timeously renew their Tax Clearance and B-BBEE certificates (Large Enterprises and QSEs less than 51% black owned) as well as sworn affidavits in the case of EMEs and QSEs with more than 51% black ownership as per Appendices C and D.

In addition, please take note of the following very important information:

1. If your annual turnover is R10 million or less, then in terms of the DTI Generic Codes of Good Practice, you are classified as an Exempted Micro Enterprise (EME). If your company is classified as an EME, please include in your submission a sworn affidavit confirming your company's most recent annual turnover is less than R10 million and percentage of black ownership and black female ownership in the company (Appendix C) OR B-BBEE certificate issued by a verification agency accredited by SANAS in terms of the EME scorecard should you feel you will be able to attain a better B-BBEE score. It is only in this context that an EME may submit a B-BBEE verification certificate. These EME sworn affidavits must be accepted by the . Government introduced this mechanism specifically to reduce the cost of doing business and regulatory burden for these entities and the template for the sworn affidavit is available at no cost on the website www.thedti.gov.za or EME certificates at CIPC from www.cipic.co.za.

The B-BBEE Commission said "that only time an EME can be verified by a SANAS accredited verification professional is when it wishes to maximise its B-BBEE points and move to a higher B-BBEE recognition level, and that must be done use the QSE Scorecard".

2. If your annual turnover is between R10 million and R50 million, then in terms of the DTI codes, you are classified as a Qualifying Small Enterprise (QSE). A QSE which is at least 51% black owned, is required to submit a sworn affidavit confirming their annual total revenue of between R10 million and R50 million and level of black ownership (Appendix D). QSE that does not qualify for 51% of black ownership, are required to submit a B-BBEE verification certificate issued by a verification agency accredited by SANAS their QSEs are required to submit a B-BBEE verification certificate issued by a verification agency accredited by SANAS.

Please Note: B-BBEE certificate and detailed scorecard should be obtained from an accredited rating agency (e.g. SANAS Member).

3. If your annual turnover exceeds R50 million, then in terms of the DTI codes, you are classified as a Large Enterprise. Large Enterprises are required to submit a B-BBEE level verification certificate issued by a verification agency accredited by SANAS.

Please Note: B-BBEE certificate and detailed scorecard should be obtained from an accredited rating agency (e.g. SANAS Member).

4. The supplier to furnish proof to the procurement department as required in the Fourth Schedule of the Income Tax Act. 58 of 1962 whether a supplier of service is to be classified as an "employee", "personal service provider" or "labour broker". Failure to do so will result in the supplier being subject to employee's tax.

5. No payments can be made to a vendor until the vendor has been registered / updated, and no vendor can be registered / updated until the vendor application form, together with its supporting documentation, has been received and processed. No payments can be made to a vendor until the vendor has met / comply with the procurement requirements.

6. It is in line with PPPFA Regulations, only valid B-BBBEE status level certificate issued by an unauthorised body or person OR a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice, OR any other requirement prescribed in terms of the Broad- Based Black Economic Empowerment Act.

7. The B-BBEE Commission advises entities and organs of state to reject B-BBEE certificates that have been issues by verification agencies or professionals who are not accredited by South African National Accreditation Systems ("SANAS) as such B-BBEE certificates are invalid for lack of authority and mandate to issue them. A list of SANAS Accredited agencies is available on the SANAS website at www.sanas.co.za.

8. Presenting banking details. Please note: Banks have decided to enable the customers and provide the ability for customers to generate Account Confirmation/Bank Account letters via their online platform; this is a digital approach to the authentication of banking details.

SUPPLIER DECLARATION FORM

Supplier Declaration Form

Important Notice: all organisations, institutions and individuals who wish to provide goods and/or services to organs of the State must be registered on the National Treasury Central Supplier Database (CSD). This needs to be done via their portal at <https://secure.csd.gov.za/> **before applying to Transnet.**

CSD Number (MAAA xxxxxxx):

Company Trading Name						
Company Registered Name						
Company Registration No Or ID No If a Sole Proprietor						
Company Income Tax Number						
Form of Entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor
	Non-profit (NPO's or NPC)	Personal Liability Co	State Owned Co	National Govt	Provincial Govt	Local Govt
	Educational Institution	Specialised Profession	Financial Institution	Joint Venture	Foreign International	Foreign Branch Office

Did your company previously operate under another name?					Yes		No	
If YES state the previous details below:								
Trading Name								
Registered Name								
Company Registration No Or ID No If a Sole Proprietor								
Form of Entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor		

	Non-profit (NPO's or NPC)	Personal Liability Co	State Owned Co	National Govt	Provincial Govt	Local Govt
	Educational Institution	Specialised Profession	Financial Institution	Joint Venture	Foreign International	Foreign Branch Office

Your Current Company's VAT Registration Status	
VAT Registration Number	
If Exempted from VAT registration , state reason and submit proof from SARS in confirming the exemption status	
If your business entity is not VAT Registered, please submit a current original sworn affidavit (see example in Appendix I). Your Non VAT Registration must be confirmed annually.	

Company Banking Details	Bank Name	
Universal Branch Code	Bank Account Number	

Company Physical Address		Code	
Company Postal Address		Code	
Company Telephone number			
Company Fax Number			
Company E-Mail Address			
Company Website Address			

Company Contact Person Name	
Designation	
Telephone	

Email	
-------	--

Is your company a Labour Broker?	Yes		No	
Main Product / Service Supplied e.g. Stationery / Consulting / Labour etc.				
How many personnel does the business employ?	Full Time		Part Time	
Please Note: Should your business employ more than 2 full time employees who are not connected persons as defined in the Income Tax Act, please submit a sworn affidavit, as per Appendix II.				

Most recent Financial Year's Annual Turnover	<R10Million EME		>R10Million <R50Million QSE		>R50Million Large Enterprise	
--	---------------------------	--	--	--	--	--

Does your company have a valid proof of B-BBEE status?					Yes		No			
Please indicate your Broad Based BEE status (Level 1 to 9)		1	2	3	4	5	6	7	8	9
Majority Race of Ownership										
% Black Ownership		% Black Women Ownership		% Black Disabled person(s) Ownership		% Black Youth Ownership				
% Black Unemployed		% Black People Living in Rural Areas		% Black Military Veterans						

Please Note: Please provide proof of B-BBEE status as per Appendix C and D:

- Large Enterprise and QSEs with less than 51% black ownership need to obtain a B-BBEE certificate and detailed scorecard from an accredited rating agency;
- EMEs and QSEs with at least 51% black ownership may provide an affidavit using the templates provided in Appendix C and D respectively;

- Black Disabled person(s) ownership will only be accepted if accompanied with a certified letter signed by a physician on the physician's letterhead confirming the disability;
- A certified South African identification document will be required for all Black Youth Ownership.

Supplier Development Information Required

EMPOWERING SUPPLIER

An Empowering Supplier is a B-BBEE compliant Entity which complies with at least three criteria if it is a large Entity, or one criterion if it is a Qualifying Small Enterprise ("QSE"), as detailed in Statement 400 of the New Codes.

In terms of the requirements of an Empowering Supplier, numerous companies found it challenging to meet the target of 25% transformation of raw materials or beneficiation including local manufacturing, particularly so, if these companies imported goods or products from offshore. The matter was further compounded by the requirement for 25% of Cost of Sales, excluding labour cost and depreciation, to be procured from local producers or suppliers.

YES ☐ NO ☐

FIRST TIME SUPPLIER

A supplier that we haven't as yet Traded within Transnet and will be registered via our database for the 1st time.

YES ☐ NO ☐

SUPPLIER DEVELOPMENT PLAN

Supplier Development Plan is a plan that when we as Transnet award a supplier a long term contract depending on the complexity of the Transaction. We will negotiate supplier development obligations that they must meet throughout the contract duration. e.g. we might request that they (create jobs or do skills development or encourage procurement from designated groups. (BWO, BYO & BDO etc.).

YES ☐ NO ☐

DEVELOPMENT PLAN DOCUMENT Agreed plan that will be crafted with the supplier in regards to their development (It could be for ED OR SD in terms of their developmental needs they may require with the company.	YES <input type="radio"/> NO <input type="radio"/> *If Yes- Attach supporting documents
ENTERPRISE DEVELOPMENT BENEFICIARY A supplier that is not as yet in our value chain that we are assisting in their developmental area.	YES <input type="radio"/> NO <input type="radio"/>
SUPPLIER DEVELOPMENT BENEFICIARY A supplier that we are already doing business with or transacting with and we are also assisting them assisting them in their developmental area e.g. (They might require training or financial assistance etc.)	YES <input type="radio"/> NO <input type="radio"/>
GRADUATION FROM ED TO SD BENEFICIARY When a supplier that we assisted with as an ED beneficiary then gets awarded a business and we start Transacting with.	YES <input type="radio"/> NO <input type="radio"/>
ENTERPRISE DEVELOPMENT RECIPIENT A supplier that isn't in our value chain as yet but we have assisted them with an ED intervention	YES <input type="radio"/> NO <input type="radio"/>

By signing below, I hereby verify that I am duly authorised to sign for and on behalf of firm / organisation and that all information contained herein and attached herewith are true and correct			
Name and Surname		Designation	
Signature		Date	

APPENDIX B

Affidavit or Solemn Declaration as to VAT registration status

Affidavit or Solemn Declaration

I, _____ solemnly swear/declare
that _____ is not a registered VAT
vendor and is not required to register as a VAT vendor because the combined value of taxable supplies
made by the provider in any 12 month period has not exceeded or is not expected to exceed R1million
threshold, as required in terms of the Value Added Tax Act.

Signature:

Designation:

Date:

Commissioner of Oaths

Thus signed and sworn to before me at _____ on this the _____
day of _____ 20_____,

the Deponent having knowledge that he/she knows and understands the contents of this Affidavit,
and that he/she has no objection to taking the prescribed oath, which he/she regards binding on
his/her conscience and that the allegations herein contained are all true and correct.

Commissioner of Oaths

APPENDIX C

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"
Definition of "Black Designated Groups"	Black Designated Groups means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;

	<p>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;</p> <p>(c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;</p> <p>(d) Black people living in rural and under developed areas;</p> <p>(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”</p>
--	---

3. I hereby declare under Oath that:

- The Enterprise is _____% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
 - Black Youth % = _____%
 - Black Disabled % = _____%
 - Black Unemployed % = _____%
 - Black People living in Rural areas % = _____%
 - Black Military Veterans % = _____%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),
- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At Least 51% black owned	Level Two (125% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.

5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature

.....

Date

.....

Commissioner of Oaths

Signature & stamp

APPENDIX D

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE – GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"</p>

Definition of "Black Designated Groups"	<p>"Black Designated Groups means:</p> <ul style="list-style-type: none"> (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"
--	---

3. I hereby declare under Oath that:

- The Enterprise is _____% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
- Black Youth % = _____%
- Black Disabled % = _____%
- Black Unemployed % = _____%
- Black People living in Rural areas % = _____%
- Black Military Veterans % = _____%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition)	
At least 51% Black Owned	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	Level Four (100% B-BBEE procurement recognition level)	



4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.

5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature

.....

Date

.....

Commissioner of Oaths

Signature & stamp

VENDOR REGISTRATION DOCUMENTS CHECKLIST

Please note that you will have to provide the first two documents on the list (highlighted in red) and the rest will be provided by the supplier:

	Yes	No
1. Complete the "Supplier Declaration Form" (SDF) (commissioned). See attachment.		
2. Complete the "Supplier Code of Conduct" (SCC). See attachment.		
3. Copy of cancelled cheque OR letter from the bank verifying banking details (with bank stamp not older than 3 Months & sign by Bank Teller).		
4. Certified (Not Older than 3 Months) copy of Identity document of Shareholders/Directors/Members (where applicable).		
5. Certified copy of certificate of incorporation, CM29 / CM9 (name change).		
6. Certified copy of share Certificates of Shareholders, CK1 / CK2 (if CC).		
7. A letter with the company's letterhead confirming both Physical and Postal address.		
8. Original or certified copy of SARS Tax Clearance certificate and Vat registration certificate.		
9. BBBEE certificate and detailed scorecard from a SANAS Accredited Verification Agency and/or Sworn Certified Affidavit.		
10. Central Supplier Database (CSD) Summary Registration Report.		

The Contract

Part C1: Agreements and Contract Data

C1.1: Form of Offer and Acceptance

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:

Value Management Hub and Boardroom Upgrade at the Port of Richards Bay

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:**

Name &
signature of
witness

(Insert name and address of
organisation)

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

C1.2: Contract Data Part 1 and 2

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 X 16: Retention X18: Limitation of liability X20: Key performance indicators 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 Port of Richards Bay Ventura Road Bayvue Building Richards Bay 3900
10.1	The <i>Project Manager</i> is: (Name)	TBA
	Address	Pioneer Centre Infrastructure Department San Thom Road
	Tel	TBA
	e-mail	TBA
10.1	The <i>Supervisor</i> is: (Name)	TBA
	Address	Pioneer Centre Infrastructure Department San Thom Road Port of Richards Bay
	Tel No.	TBA
	e-mail	TBA
11.2(13)	The <i>works</i> are	Value Management Hub and Executive Boardroom Upgrade
11.2(14)	The following matters will be included in the Risk Register	<ol style="list-style-type: none"> 1. Long lead items for off-site fabrication – Delay in delivery and achieving key dates. 2. Noise disruptions to employees in adjacent building. 3. Bidder's price is higher than budget requested for project execution.
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	2 (Two) weeks	
2	The <i>Contractor's</i> 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	21 June 2024	
11.2(9)	The <i>key dates</i> and the <i>conditions</i> to be met are:	Condition to be met	key date
		1 Preparation of Safety Specification file to commence	14 Days
		2 Material Procurement to commence	30 Days
		3 Material Procurement end on or before:	30 Days
		4 Execution and installation to commence:	70 Days
		5 Execution, installation, testing and commissioning to be completed by:	70 Days
30.1	The <i>access dates</i> are	Part of the Site	Date
		1 Entire Site- Approval of Safety file is completed, and Site Access is certified.	1 Day post safety file approval
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	26 January 2024	

32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	2 (Two) weeks.
4	Testing and Defects	
42.2	The <i>defects date</i> is	52 (fifty-two) weeks after Completion of the whole of the works.
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 affected 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 of South Africa.
6	Compensation events	
60.1(13)	The <i>weather measurements</i> to be recorded for each calendar month are,	the cumulative rainfall (mm) the number of days with rainfall more than 10 mm the number of days with minimum air temperature less than 0 degrees Celsius the number of days with snow lying at 08:00 hours South African Time and these measurements:
	The place where weather is to be recorded (on the Site) is:	The <i>Contractor's</i> Site establishment area
	The <i>weather data</i> are the records of past <i>weather measurements</i> for each calendar month which were recorded at:	
	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	None
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
	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 <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is	The <i>Contractor</i> must comply at a minimum with the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended.
The <i>Contractor</i> provides these additional Insurances	<ol style="list-style-type: none"> <li data-bbox="775 1160 1441 1373">1 Where the contract requires that the design of any part of the <i>works</i> shall be provided by the <i>Contractor</i> the <i>Contractor</i> shall satisfy the <i>Employer</i> that professional indemnity insurance cover in connection therewith has been affected <li data-bbox="775 1406 1441 1765">2 Where the contract involves manufacture, and/or fabrication of Plant & Materials, components or other goods to be incorporated into the <i>works</i> at premises other than the site, the <i>Contractor</i> shall satisfy the <i>Employer</i> that such plant & materials, components or other goods for incorporation in the <i>works</i> are adequately insured during manufacture and/or fabrication and transportation to the site. <li data-bbox="775 1798 1441 2002">3 Should the <i>Employer</i> have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the <i>Contractor's</i> policies of insurance as well as those of any sub-contractor

		<p>4 Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R 5 000 000.00</p> <p>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 <i>Employer</i>. The <i>Contractor</i> shall arrange with the insurer to submit to the <i>Project Manager</i> 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>.</p>
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.
60.6	The <i>method of measurement</i> is	The Bill of Quantities have been measured in accordance with the standard system of measuring building work and SANS 1200
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:	The Chairman of the Association of Arbitrators (Southern Africa)
	If no <i>Adjudicator nominating body</i> is entered, it is:	the Association of Arbitrators (Southern Africa)
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)
	The place where arbitration is to be held is	Richards Bay, KwaZulu Natal, South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	The Chairman of the Association of Arbitrators (Southern Africa)
	- 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	A penalty of R2 000.00 per day capped at 20% of the contract value including VAT
X13	Performance bond	
X13.1	The amount of the performance bond is	5% of the total of the Prices Including Vat
X16	Retention	
X16.1	The retention free amount is	Nil
	The retention percentage is	5% of total contract price



X18	Limitation of liability	
X18	Limitation of liability	Nil
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	
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>	
Z1	Additional clause relating to Performance Bonds and/or Guarantees	
Z1.1		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>.

**Z2 Additional clauses relating to
Joint Venture**

Z2.1

Insert the additional core clause 27.5

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

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

- **A brief description of the Contract and the Deliverables;**
- **The name, physical address, communications addresses and domicilium citandi et executandi of each of the constituents and of the Joint Venture;**
- **The 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:**

		<p>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;</p> <p>v. the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.</p>
Z2.2		<p>Insert additional core clause 27.6</p> <p>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>.</p>
Z3	Additional obligations in respect of Termination	
Z3.1		<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)
Z3.2	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>
Z3.3		<p>Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."</p>
Z4	Right Reserved by the <i>Employer</i> to Conduct Vetting through SSA	

Z4.1		<p>The <i>Employer</i> reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any <i>Contractor</i> who has access to National Key Points for the following without limitations:</p> <ol style="list-style-type: none"> 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.
Z5	Additional Clause Relating to Collusion in the Construction Industry	
Z5.1		The contract award is made without prejudice to any rights the <i>Employer</i> may have to take appropriate action later with regard to any declared tender rigging including blacklisting.
Z6	Protection of Personal Information Act	
Z6.1		The <i>Employer</i> and the <i>Contractor</i> are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act.
Z7	Protection of Personal Information Act	
Z7.1		The <i>Employer</i> and the <i>Contractor</i> are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act.



Z8 The first *assessment interval***Z8.1**

In the event that the *Contractor* is not loaded on the vendor data base, the *Project Manager's* first assessment of the amount due will be done once the *Contractor* has been successfully loaded as a vendor on the *Employers* data base following submitting all valid updated documents to the Procurement officer. Therefore, on NEC ECC Clause 50.1 the following text is removed in its entirety "and is no later than the *assessment interval* after the *starting date*"

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	Part 2 Pricing Data
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>
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

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:			

C1.3: Form of Guarantee

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 Contract No. TNPA/2023/08/0017/39271/RFP

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

Transnet SOC Limited, Registration No. 1990/000900/30 (the *Employer*) and

{Insert registered name and address of the Contractor} (the *Contractor*), for

{Insert details of the works from the Contract Data} (the *works*).

I/We the undersigned

on behalf of the
Guarantor

of physical address

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

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



4. This bond will lapse on the earlier of
- the date that the Guarantor receives a notice from the *Project Manager* stating that the Completion Certificate for the whole of the *works* has been issued, that all amounts due from the *Contractor* as certified in terms of the contract have been received by the *Employer* and that the *Contractor* has fulfilled all his obligations under the Contract, or
 - the date that the Surety issues a replacement Performance Bond for such lesser or higher amount as may be required by the *Project Manager*.
5. Always provided that this bond will not lapse in the event the Guarantor is notified by the *Project Manager*, (before the dates above), of the *Employer's* intention to institute claims and the particulars thereof, in which event this bond shall remain in force until all such claims are paid and settled.
6. The amount of the bond shall be payable to the *Employer* upon the *Employer's* demand and no later than 7 days following the submission to the Guarantor of a certificate signed by the *Project Manager* stating the amount of the *Employer's* losses, damages and expenses incurred as a result of the non-performance aforesaid. The signed certificate shall be deemed to be conclusive proof of the extent of the *Employer's* loss, damage and expense.
7. Our total liability hereunder shall not exceed the sum of:
- (say) _____
- R _____
8. This Performance Bond is neither negotiable nor transferable and is governed by the laws of the Republic of South Africa, subject to the jurisdiction of the courts of the Republic of South Africa

Signed at _____ on this _____ day of _____ 201__

Signature(s)

Name(s) (printed)

Position in Guarantor company

Signature of Witness(s)

Name(s) (printed)

Part C2: Pricing Data

C2.1 Pricing Instructions – Option B

PART 2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option B	5
C2.2	The <i>bill of quantities</i>	

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, April 2013 (ECC) Option B states:

- | | | |
|-------------------------------------|------|--|
| Identified and defined terms | 11 | |
| | 11.2 | <p>(21) The Bill of Quantities is the <i>bill of quantities</i> as changed in accordance with this contract to accommodate implemented compensation events and for accepted quotations for acceleration.</p> <p>(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</p> <p>(28) The Price for Work Done to Date is the total of</p> <ul style="list-style-type: none"> • the quantity of the work which the <i>Contractor</i> 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 <i>Contractor</i> has completed except the Preliminary and General Items. <p>Completed work is work without Defects that either would delay or be covered by immediately following work.</p> <p>(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.</p> |

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 (April 2013) 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 bills of quantities. On the other hand, because ECC3 caters for a number of disciplines in the same contract, including electrical works, a different approach not currently found in local methods of measurement 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



2.2 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	provisional sum
PC-sum	prime cost sum
R/only	Rate only
sum	Lump sum
Item	Lump sum
t	ton (1000kg)
W/day	Work day

2.2 General assumptions

2.2.1 The Preliminary and General Items (Section 1) shall be priced in accordance with the 'Scope of Work' and other contractual obligations required to complete the work. Fixed preliminary items will be evaluated and paid on a proven cost basis and limited to the tendered amount.

Time related preliminary items would be paid on the proportion of the following:

- Value of the price for work done to date per the *Project Managers* assessment (excluding activities directly relating to materials, escalation & compensation events) over the contract value excluding preliminaries cost.

2.2.2 Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance has been made in the quantities for waste.

2.2.3 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.

2.2.4 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.

2.2.5 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, and 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.



- 2.2.6 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.
- 2.2.7 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.
- 2.2.8 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.
- 2.2.9 The price against each item shall be deemed to take cognizance of the preambles and supplementary preambles within the *bill of quantities*, works information and all other documentation attached to the tender document.
- 2.2.10 All fluctuations in foreign exchange rates will only be applied on a proven cost basis to the actual cost of the imported materials excluding any mark-ups, labour and profit, etc.
- 2.2.11 All provisional sums stated in the bills of quantities will be treated as compensation events and based on defined costs using the shorter schedule of costs components.



C2.2 The *bill of quantities*

SECTION NO. 1
PRELIMINARIES

SECTION NO. 1**PRELIMINARIES****PREAMBLES`****Fixed preliminary items**

Fixed preliminary items will be valuated and paid on a proven cost basis up to the total value

Time related preliminary items

Time related preliminary items will be paid on the proportion of: Value of the price of work done to date per the Project Manager's assessment (excluding activities directly related to materials, escalation and compensation events) over the contract value excluding preliminaries costs

FIXED PRELIMINARY ITEMS**Contractual requirements**

- 1 Contractual requirements, sureties, insurances, etc.

Item

Establishment of facilities on site

- 2 Offices for engineer, staff

Item

- 3 Notice boards, etc.

Item

Facilities for the contractor

- 4 Tools and equipment

Item

- 5 Workshops

Item

- 6 Ablutions and latrine facilities

Item

- 7 Water supplies, electric power and communications

Item

- 8 Offices and storage sheds

Item

- 9 Dealing with dust

Item

- 10 Equipment

Item

- 11 Access

Item

- 12 Removal of site establishment

Item

Other Fixed-charge obligations

- 13 Health and safety

Item

- 14 Environmental

Item

- 15 Dealing with traffic

Item

Carried To Section Summary

R

Section No. 1

Bill No. 1

Preliminaries

Amount

16 As-built surveys

Item

17 Security

Item

TIME RELATED PRELIMINARY ITEMS

Time related preliminary obligations may relate to fixed preliminary items and items not listed

18 Time related obligations

Item

Section No. 1
Bill No. 1
Preliminaries

Carried To Section Summary

R

Amount

SECTION NO. 1

PRELIMINARIES

SECTION SUMMARY

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1-3

Carried to Final Summary

R

Section No. 1
SECTION SUMMARY

SECTION NO. 2

ALTERATIONS TO EXISTING BOARDROOMS

	Unit	Quantity	Rate	Amount
<p><u>SECTION NO. 2</u></p> <p><u>ALTERATIONS TO EXISTING BOARDROOMS</u></p> <p><u>BILL NO. 1</u></p> <p><u>ALTERATIONS</u></p> <p><u>PREAMBLES</u></p> <p>The Contractor is Referred to the relevent Clauses in the separate document General Preambles for Trades (2017) and to the Supplementary Preambles which are incorporated in this Bill</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>View site</u></p> <p>Before submitting his tender the tenderer shall visit the site and satisfy himself as to the nature and extent of the work to be done and the value of the materials salvageable from the alterations. No claim for any variations of the contract sum in respect of the nature and extent of the work or of inferior or damaged materials will be entertained</p> <p><u>General</u></p> <p>The contractor shall carry out the whole of the works with as little mess and noise as possible and with a minimum of disturbance to tenants in the building and to adjoining premises and their tenants. He shall provide proper protection and provide , erect and remove when directed , any temporary tarpaulins that may be necessary during the progress of the works, all to the satisfaction of the project manager</p> <p>Prices for taking out of doors, windows, etc shall include for removal of all beads, architraves, ironmongery, etc.</p> <p>Making good of finishes shall include making good of the brick and concrete surfaces onto which the new finishes are applied, where necessary</p> <p>The contractor will be required to take all dimensions affecting the existing buildings on the site and he will be held solely responsible for the accuracy of all such dimensions where used in the manufacture of new items (doors, windows, fittings, etc.</p> <p><u>REMOVAL OF EXISTING WORK</u></p> <p><u>Taking out and removing aluminum shopfronts, etc, including thresholds, sills, etc., making good paintwork elsewhere)</u></p>				
1 Shopfront, overall size 2705 x 3426mm high including single door and automated equipment	No	1		
Carried to Collection			R	
<p>Section No. 2</p> <p>Bill No. 1</p> <p>Alterations</p>				

		Unit	Quantity	Rate	Amount
2	Fixed panel, overall size 2705 x 345mm high	No	1		
3	Shopfront, overall size 3730 x 3426mm high including double swing door	No	1		
4	Fixed panel, overall size 3370 x 345mm high	No	1		
5	Shopfront, overall size 5120 x 3764mm high sloping to one end to a height of 3090mm high	No	1		
6	Shopfront, overall size 3560 x 3070mm high	No	2		
7	Shopfront, overall size 3560 x 3600mm high	No	1		
8	Shopfront, overall size 2700 x 3070mm high including single door	No	1		
9	Shopfront, overall size 5150 x 3070mm high including sliding door	No	1		
10	Shopfront, overall size 2585 x 3270mm high sloping to one end to a height of 2930mm high	No	1		
11	Shopfront, overall size 2533 x 3430mm high sloping to one end to a height of 3097mm high including double swing door	No	1		
	<u>Taking out and removing doors, windows, etc, including making good cement plaster where frame removed</u>				
12	Timber double door and frame 1600 x 2100mm high overall from concrete column	No	1		
	<u>BUILDING UP OPENINGS</u>				
	<u>Brickwork in NFP bricks in class II mortar in building up openings, including bonding new to existing and making good cement plaster on both sides (making good finishes elsewhere)</u>				
13	Opening 1000 x 1000mm high overall in one brick wall	No	1		
	<u>Taking down and removing roofs, floors, panelling, ceilings, partitions, etc. and making good all work disturbed</u>				
14	Drywall partitions 3070mm high, including doors, glazed borrowed lights, etc.	m	27		
15	Roof sheeting including preparing surface to receive new (new sheeting e.m)	m ²	60		
16	Folding partitions 3070mm high, including any framing, tracks, aluminium doors, etc.	m	8		
	Carried to Collection			R	
	Section No. 2				
	Bill No. 1				
	Alterations				

		Unit	Quantity	Rate	Amount
17	Suspended ceilings, including suspension grid, hangers, cornices, wall angles, etc.	m ²	306		
18	Flush plastered gypsum plasterboard suspended ceilings, including suspension grid, hangers, cornices, etc	m ²	40		
19	Timber rafter, size 5500 x 405 x 80mm including temporary propping of existing structure, taking out existing roof sheeting for removal and replacement with new (new rafter e.m) and refixing existing roof sheeting including all new fixings, etc.	No	1		
20	Timber purlins, size 10200 x 60 x 80mm including temporary propping of existing structure, taking out existing roof sheeting for removal and replacement with new (new purlins e.m) and refixing existing roof sheeting including all new fixings, etc.	No	1		
	<u>Taking out and removing sundry joinery work, fittings, etc.</u>				
21	Timber tender box and making good all work disturbed	No	1		
	<u>Hacking up/off and removing granolithic, screeds, plaster, etc from concrete or brickwork and preparing surfaces for new screed, plaster, tile finishes, etc.</u>				
22	30mm thick screed from floors and preparing existing surfaces to receive new screeds (new screed e.m)	m ²	110		
	<u>Hacking up/off and removing ceramic tiles including removing mortar bed or adhesive from concrete or brickwork and preparing surfaces for new screed, plaster, tile finish, etc.</u>				
23	Slate tiles to floors	m ²	117		
24	Slate tiles to treads and risers	m ²	3		
	<u>Taking up and removing wood block floor coverings, vinyl floor coverings, carpets, etc and preparing screeds for new floor coverings</u>				
25	Carpet tile floor covering	m ²	207		
	<u>Making good internal cement plaster</u>				
26	Walls in patches	m ²	10		
Carried to Collection				R	
Section No. 2					
Bill No. 1					
Alterations					

Amount

BILL NO. 1
ALTERATIONS
COLLECTION

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Carried To Section Summary

R

Section No. 2
Bill No. 1
Alterations

		Unit	Quantity	Rate	Amount
<u>SECTION NO. 2</u> <u>ALTERATIONS TO EXISTING BOARDROOMS</u> <u>BILL NO. 2</u> <u>CONCRETE, FORMWORK AND REINFORCEMENT</u> <u>PREAMBLES</u> The Contractor is Referred to the relevent Clauses in the separate document General Preambles for Trades (2017) and to the Supplementary Preambles which are incorporated in this Bill <u>UNREINFORCED CONCRETE</u> <u>25Mpa/19mm concrete</u>					
1	Surface beds	m ³	4		
<u>CONCRETE SUNDRIES</u> <u>Finishing top surfaces of concrete smooth with a wood float</u>					
2	Surface beds, slabs, etc.	m ²	20		
<u>Bonding of new concrete to existing hardened concrete surface</u>					
3	Application of an approved bonding agent to existing concrete surfaces and plinths	m ²	25		
<u>MOVEMENT JOINTS, ETC.</u> <u>Expansion joints with 10mm softboard bitumen impregnated softboard between vertical concrete and brick surfaces</u>					
4	Not exceeding 300mm high to edges of surface beds	m	20		
<u>REINFORCEMENT</u> <u>Fabric reinforcement</u>					
5	Ref 193 Mesh fabric reinforcement in concrete surface beds, etc.	m ²	20		
Carried To Section Summary				R	
Section No. 2					
Bill No. 2					
Concrete, Formwork And Reinforcement					

	Unit	Quantity	Rate	Amount
<u>SECTION NO. 2</u> <u>ALTERATIONS TO EXISTING BOARDROOMS</u> <u>BILL NO. 3</u> <u>MASONRY</u> <u>PREAMBLES</u> The Contractor is Referred to the relevent Clauses in the separate document General Preambles for Trades (2017) and to the Supplementary Preambles which are incorporated in this Bill <u>SUPPLEMENTARY PREAMBLES</u> <u>Setting out</u> Care shall be exercised in setting out the work, the preparation of templates and the checking of the detail drawings. All measurements shall be taken on the site where necessary. <u>Damaged work</u> Damaged quartz shall be discarded and replaced at the contractor's expense. No touching up will be permitted except in exceptional cases with the proejct manager's consent <u>BRICKWORK IN SUPERSTRUCTURE</u> <u>Brickwork of NFP bricks in class II mortar</u>				
1	Half brick walls	m ²	2	
2	One brick walls	m ²	3	
<u>2.5mm Brickwork reinforcement</u>				
3	150mm Wide reinforcement built in horizontally	m	12	
4	75mm Wide reinforcement built in horizontally	m	8	
Carried To Section Summary			R	
Section No. 2 Bill No. 3 Masonry				

		Unit	Quantity	Rate	Amount
<u>SECTION NO. 2</u>					
<u>ALTERATIONS TO EXISTING BOARDROOMS</u>					
<u>BILL NO. 4</u>					
<u>WATERPROOFING</u>					
<u>PREAMBLES</u>					
The Contractor is Referred to the relevent Clauses in the separate document General Preambles for Trades (2017) and to the Supplementary Preambles which are incorporated in this Bill					
<u>WATERSTOPS, SEALING STRIPS, JOINT SEALANTS, ETC</u>					
<u>'Sikaflex-11C' or equal and approved sealing compound including backing cord, bond breaker, primer, etc</u>					
1	10 x 20mm In expansion joints in floors including raking out expansion joint filler as necessary	m	20		
Carried To Section Summary				R	
Section No. 2					
Bill No. 4					
Waterproofing					

		Unit	Quantity	Rate	Amount
<u>SECTION NO. 2</u> <u>ALTERATIONS TO EXISTING BOARDROOMS</u> <u>BILL NO. 5</u> <u>ROOF COVERINGS</u> <u>PREAMBLES</u> The Contractor is Referred to the relevent Clauses in the separate document General Preambles for Trades (2017) and to the Supplementary Preambles which are incorporated in this Bill <u>PROFILED METAL SHEETING AND ACCESSORIES</u> <u>0.8mm IBR 686 Galvanised roof sheeting pre-painted on one side to match existing and fixed to timber purlins or rails</u>					
1	Roof covering with pitches not exceeding 25 degrees	m ²	60		
Carried To Section Summary					R
Section No. 2 Bill No. 5 Roof Coverings					

		Unit	Quantity	Rate	Amount
<u>SECTION NO. 2</u> <u>ALTERATIONS TO EXISTING BOARDROOMS</u> <u>BILL NO. 6</u> <u>CARPENTRY AND JOINERY</u> <u>PREAMBLES</u> The Contractor is Referred to the relevent Clauses in the separate document General Preambles for Trades (2017) and to the Supplementary Preambles which are incorporated in this Bill <u>SUPPLEMENTARY PREAMBLES</u> References given in descriptions refer to the roof structure detailed on the architect's drawing numbered (accompanying these bills of quantities for tender purposes) Dimensions in descriptions of trusses are nominal and actual measurements are to be obtained from the architect/engineer and/or taken on site before design or fabrication commences <u>ROOFS, ETC.</u> <u>Saligna grade 10</u>					
1	405 x 80mm Laminated rafters in lengths not exceeding 6m	m	6		
2	160 x 80mm purlins in lengths not exceeding 6m	m	12		
Carried To Section Summary					R
Section No. 2					
Bill No. 6					
Carpentry And Joinery					

	Unit	Quantity	Rate	Amount
<u>SECTION NO. 2</u> <u>ALTERATIONS TO EXISTING BOARDROOMS</u> <u>BILL NO. 7</u> <u>CEILINGS PARTITIONS AND ACCESS FLOORING</u> <u>PREAMBLES</u> <p>The Contractor is Referred to the relevent Clauses in the separate document General Preambles for Trades (2017) and to the Supplementary Preambles which are incorporated in this Bill</p> <p>All steel components for ceilings, partitions, etc are to be galvanised in accordance with SANS 121</p> <u>SUSPENDED CEILINGS</u> <u>'OWAtecta Tegular' Lay-in metal ceiling tiles with perforation type L2516, size 600 x 600 x 0,5mm thick including black 'Soundtex' acoustic fleece infill material bonded to tiles with four shallow tegular edges and 'OWA' white powder coated finish laid on 'OWAconstruct, S33' exposed demountable T24 tee suspension system including galvanised main tees and cross tees, all suspended with galvanised hangers at centres not exceeding 1200mm and all installed to manufacturer's specification</u>				
1	Suspended ceiling tiles and grid not exceeding 1m fixed to timber rafters	m ²	139	
2	Suspended ceiling tiles and grid exceeding 1m and not exceeding 2m fixed to timber rafters	m ²	139	
3	Extra over ceiling for opening for 600 x 600mm light fitting	No	33	
4	Opening for 200mm diameter downlighter	No	8	
<u>'OWAconstruct Shadowline W-trim' to suspended ceilings</u>				
5	Wall trim plugged and screwed at centres not exceeding 200mm	m	108	
<u>Suspended timber boxes formed of supawood and fitted with 'Ideacoustic High 16' cladding with all round timber fascias to match cladding finish including all additional supports, fixings, etc.</u>				
6	Suspended boxes, size 1400 x 1200 x 140mm high fixed to plasterboard bulkhead including 200mm diameter opening for light fitting	No	14	
Carried to Collection			R	
Section No. 2 Bill No. 7 Ceilings Partitions And Access Flooring				

		Unit	Quantity	Rate	Amount
	<u>9.5mm Gypsum plasterboard on screw-up tee suspension grid including hangers etc, with tape fixed over joints and the whole finished with gypsum plaster trowelled to a smooth polished surface</u>				
7	Gypsum ceiling and grid not exceeding 1m fixed to timber rafters	m ²	37		
8	Intermediate rectangular bulkheads 3200mm wide x 232mm high below ceiling tile level, suspended not exceeding 1m below timber rafters including all additional steel and timber supports, tape and installed in accordance with the architect's specifications	m	11		
9	Vertical portion of bulkhead 232mm high including standard steel brandering at 300mm centres, joined with joiner sections and hung with suspension brackets (supporting framework elsewhere)	m	7		
10	Extra over ceiling for 650 x 650mm trap door formed of wrought softwood rebated framing with one cross brander, covered with ceiling board and fitted flush in opening, including necessary trimmers around	No	2		
11	Opening for 200mm diameter downlighter	No	14		
	<u>DRYWALL PARTITIONS</u>				
	<u>89mm Drywall Partition System comprising aluminium ceiling channel, 52mm floor track and 51mm vertical studs at 600mm centres, friction fitted, or riveted to ceiling channel and floor tracks with similar additional vertical studs as necessary at corners ends etc. and covered both sides with technical firecheck plasterboard screwed to studding with 25mm drywall screws at maximum 220mm centres. Boards are to be butt joined and tapered edges fitted with 50mm wide self-adhesive and finished with jointing compound. Intersections and abutments are measured separately and descriptions shall be deemed to include any additional studs, corner beads, jointing compound, tape, etc.</u>				
12	Partitions 3,07m high with bottom track plugged and top track fixed to suspended ceiling tees including 75mm aluminium skirting on both sides of partition	m	53		
13	Extra over partition 3,07m high for vertical abutment	No	8		
14	Extra over partition 3,07m high for corner	No	1		
15	Extra over partition 3,07m high for T-intersection	No	1		
	Carried to Collection			R	
	Section No. 2				
	Bill No. 7				
	Ceilings Partitions And Access Flooring				

		Unit	Quantity	Rate	Amount
16	Opening for single door, size 813 x 2035mm	No	2		
17	Opening for double door, size 1584 x 2035mm high	No	1		
	<u>63mm 'Isover' 'Cavitybatt' or equal and appoved in drywall partitions installed in accordance with the manufacturer's instructions</u>				
18	In cavity of partitions	m ²	201		
Carried to Collection					
Section No. 2					
Bill No. 7					
Ceilings Partitions And Access Flooring					
2-14					

Amount

BILL NO. 7

CEILINGS PARTITIONS AND ACCESS FLOORING

COLLECTION

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Carried To Section Summary

R

Section No. 2

Bill No. 7

Ceilings Partitions And Access Flooring

2-15

		Unit	Quantity	Rate	Amount
<u>SECTION NO. 2</u> <u>ALTERATIONS TO EXISTING BOARDROOMS</u> <u>BILL NO. 8</u> <u>FLOOR COVERINGS</u> <u>PREAMBLES</u> The Contractor is Referred to the relevent Clauses in the separate document General Preambles for Trades (2017) and to the Supplementary Preambles which are incorporated in this Bill <u>Fixing</u> Floor coverings, wall linings, etc shall, where applicable, be fixed with adhesive as recommended by the manufacturers of the flooring, linings, etc. <u>FLOOR COVERINGS, WALL LININGS, ETC.</u> <u>500 x 500mm 'Belgotex' 'Earth Rock - Cracked Earth' carpet tiles installed in accordance with the manufacturer's instructions and specifications</u>					
1	On floors	m ²	204		
<u>'Super Scraper' polypropylene needle ribs alternated with polyamide brush strips and drainage perforation carpeting fixed to screeded floors including pvc edging all round all in accordance with the manufacturer's instructions</u>					
2	On floors	m ²	4		
Carried To Section Summary				R	
Section No. 2					
Bill No. 8					
Floor Coverings					

		Unit	Quantity	Rate	Amount
<u>SECTION NO. 2</u>					
<u>ALTERATIONS TO EXISTING BOARDROOMS</u>					
<u>BILL NO. 9</u>					
<u>IRONMONGERY</u>					
<u>PREAMBLES</u>					
The Contractor is Referred to the relevent Clauses in the separate document General Preambles for Trades (2017) and to the Supplementary Preambles which are incorporated in this Bill					
<u>HINGES, BOLTS, ETC</u>					
<u>Manufactured by 'Howick'</u>					
1	150 x 20mm Aluminium lever flush bolt bolt with keep fixed to concrete (code H400)	No	10		
<u>In accordance with 'Dorma' catalogue</u>					
2	'BTS 75 SAA-HO' satin chromium plated single action floor spring hinge with stand open feature, including adjustable top centre and with box let into concrete	No	8		
3	Dust proof socket (code DPS-SS-032)	No	5		
<u>LOCKS</u>					
<u>Manufactured by 'Dorma'</u>					
4	Narrow style deadlock with euro-profile cylinder (code D02735 SS)	No	7		
5	Narrow style hook lock with euro-profile cylinder (code D02935 SS)	No	2		
6	Narrow-style cylinder escutcheon (code DCE-105 S.S)	Pairs	9		
7	Euro profile double cylinder (code DDC056501 KD)	No	9		
8	Euro profile double cylinder (code DSC054201 KD)	No	1		
<u>HANDLES</u>					
<u>Manufactured by 'Dorma'</u>					
9	External fire escape access with lever handle 'Dorma PHT 3901'	No	1		
10	Offset tubular BTB pull handle (code DPH 206)	Pairs	11		
11	120 x 40mm Oval flush pull handle (code DFP-SS-024)	No	4		
Carried to Collection				R	
Section No. 2					
Bill No. 9					
Ironmongery					

Amount

BILL NO. 9
IRONMONGERY
COLLECTION

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Carried To Section Summary

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Section No. 2
Bill No. 9
Ironmongery

	Unit	Quantity	Rate	Amount
SECTION NO. 2				
ALTERATIONS TO EXISTING BOARDROOMS				
BILL NO. 10				
METALWORK				
PREAMBLES				
The Contractor is Referred to the relevent Clauses in the separate document General Preambles for Trades (2017) and to the Supplementary Preambles which are incorporated in this Bill				
ALUMINIUM SHOPFRONTS				
<u>Powder coated shopfronts comprised of 'Clip 44' frames, complete with sub frames, doors, ironmongery, laminated glass, sealing, etc and fixing to brickwork, concrete and or steel beams and columns. All ironmongery excluding hinges are measured elsewhere. Reference as per drawing no: RBH 87-O-139-005-00</u>				
1	Purpose made shopfront, overall size 2705 x 3426mm high including single door with sliding mechanism suitable for automation (SF1) (automation elsewhere measured)	No	1	
2	Purpose made fixed panel, overall size 2705 x 345mm high (SF1)	No	1	
3	Purpose made shopfront, overall size 3730 x 3426mm high including double swing door, size 1554 x 2290mm high (SF2)	No	1	
4	Purpose made fixed panel, overall size 3370 x 345mm high (SF2)	No	1	
5	Purpose made shopfront, overall size 5120 x 3764mm high sloping to one end to a height of 3090mm high (SF3)	No	1	
6	Purpose made shopfront, overall size 3560 x 3070mm high (SF4, SF5)	No	2	
7	Purpose made shopfront, overall size 2585 x 3270mm high sloping to one end to a height of 2930mm high (SF6)	No	1	
8	Purpose made shopfront, overall size 2533 x 3430mm high sloping to one end to a height of 3097mm high including double swing door, size 1266 x 2290mm high (SF7)	No	1	
Carried to Collection			R	
Section No. 2				
Bill No. 10				
Metalwork				

Amount

BILL NO. 10
METALWORK
COLLECTION

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Section No. 2
Bill No. 10
Metalwork

		Unit	Quantity	Rate	Amount
<u>SECTION NO. 2</u>					
<u>ALTERATIONS TO EXISTING BOARDROOMS</u>					
<u>BILL NO. 11</u>					
<u>PLASTERING</u>					
<u>PREAMBLES</u>					
The Contractor is Referred to the relevent Clauses in the separate document General Preambles for Trades (2017) and to the Supplementary Preambles which are incorporated in this Bill					
<u>SCREEDS</u>					
<u>'Pavelite' or equal and approved self levelling screed to existing floors inlcuding all necessary preparation, etc. all in accordance with the manufacturer's instructions</u>					
1	On floors to receive carpet tiles	m ²	204		
<u>Screeds wood floated, on concrete</u>					
2	30mm Thick on floors and landings	m ²	37		
<u>INTERNAL PLASTER</u>					
<u>Cement plaster steel trowelled, on brickwork</u>					
3	On walls	m ²	17		
<u>EXTERNAL PLASTER</u>					
<u>Cement plaster wood floated for tiles, on brickwork</u>					
4	On narrow widths not exceeding 300mm wide	m	13		
Carried To Section Summary				R	
Section No. 2					
Bill No. 11					
Plastering					

	Unit	Quantity	Rate	Amount
<u>SECTION NO. 2</u> <u>ALTERATIONS TO EXISTING BOARDROOMS</u> <u>BILL NO. 12</u> <u>TILING</u> <u>PREAMBLES</u> <p>The Contractor is Referred to the relevent Clauses in the separate document General Preambles for Trades (2017) and to the Supplementary Preambles which are incorporated in this Bill</p> <u>SUPPLEMENTARY PREAMBLES</u> <u>Patterns</u> <p>Unless otherwise described, tiles shall be laid with continuous joints in both directions</p> <u>Fixing</u> <p>Unless described as fixed with adhesive to plaster (plaster elsewhere) descriptions of tiling on brick or concrete walls, columns, etc shall be deemed to include 1:4 cement plaster backing and descriptions of tiling on concrete floors etc shall be deemed to include 1:3 plaster bedding</p> <p>Ceramic, porcelain, marble and granite tiles are to be fixed and grouted with suitable adhesives and grouts as recommended by the manufacturer of the tiles</p> <p>Waterproof grout is normally used in showers, on balconies, etc. Epoxy grout is used in kitchens, butcheries, etc, where floors are frequently washed with detergents</p> <u>FLOOR TILING</u> <u>1000 x 1000 x 10mm thick 'Rockstone Pearl INOUT' matt glazed porcelain tile floor tiles fixed to screed floors and flush pointed with tinted grout</u>				
1	m ²	113		
2	m ²	3		
3	m	25		
<u>SUNDRIES</u> <u>Aluminium dividing strips</u>				
4	m	15		
Carried to Collection			R	
Section No. 2 Bill No. 12 Tiling				

**Aluminium corner protectors, stair nosings,
expansion joint strips, etc.**

5 Anodised step edge trim

Unit Quantity Rate Amount

m 7

Carried to Collection

R

Section No. 2
Bill No. 12
Tiling

Amount

BILL NO. 12

TILING

COLLECTION

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Section No. 2

Bill No. 12

Tiling

	Unit	Quantity	Rate	Amount
<u>SECTION NO. 2</u> <u>ALTERATIONS TO EXISTING BOARDROOMS</u> <u>BILL NO. 13</u> <u>PAINTWORK</u> <u>PREAMBLES</u> The Contractor is Referred to the relevent Clauses in the separate document General Preambles for Trades (2017) and to the Supplementary Preambles which are incorporated in this Bill <u>SUPPLEMENTARY PREAMBLES</u> <u>PREPARATORY WORK TO EXISTING WORK</u> Previously painted plastered surfaces Surfaces shall be thoroughly washed down and allowed to dry completely before any paint is applied. Blistered or peeling paint shall be completely removed and cracks shall be opened, filled with a suitable filler and finished smooth Previously painted metal surfaces Surfaces shall be thoroughly rubbed and cleaned down. Blistered or peeling paint shall be completely removed down to bare metal Previously painted wood surfaces Surfaces shall be thoroughly cleaned down. Blistered or peeling paint shall be completely removed and cracks and crevices shall be primed, filled with suitable filler and finished smooth <u>PAINTWORK, ETC. TO NEW WORK</u> <u>ON NEW EXTERNAL FLOATED PLASTER SURFACES</u> <u>Prepare walls and apply one coat primer and two coats superior quality acrylic emulsion paint for interior and exterior use</u>				
1 Walls	m ²	14		
<u>ON NEW INTERNAL GYPSUM PLASTER SURFACES</u> <u>One coat primer and two coats superior quality acrylic emulsion paint for interior and exterior use</u>				
2 Walls	m ²	72		
3 On ceilings and bulkheads	m ²	59		
Carried to Collection			R	
Section No. 2 Bill No. 13 Paintwork				

Amount

BILL NO. 13
PAINTWORK
COLLECTION

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Carried To Section Summary

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Section No. 2
Bill No. 13
Paintwork

	Unit	Quantity	Rate	Amount
<u>SECTION NO. 2</u> <u>ALTERATIONS TO EXISTING BOARDROOMS</u> <u>BILL NO. 14</u> <u>PAPERHANGING</u> <u>PREAMBLES</u> The Contractor is Referred to the relevent Clauses in the separate document General Preambles for Trades (2017) and to the Supplementary Preambles which are incorporated in this Bill <u>PAPERHANGING TO NEW WORK</u> <u>Paper backed vinyl wallpaper by 'Design Syndicate' 'Suits - code 2425' fixed in strict accordance to the manufacturer's specifications</u>				
1 On drywall partitions including narrow widths including one coat preparatory emulsion paint	m ²	110		
<u>PAPERHANGING TO EXISTING WORK</u> <u>Preparatory work to previously painted surfaces</u> Surfaces shall be thoroughly washed down and allowed to dry completely before paperhanging is commenced. Blistered and peeling paint shall be completely removed and cracks shall be opened, filled with a suitable filler and finished smooth. All surfaces shall be painted with a single coat of interior quality PVA emulsion paint <u>Paper backed vinyl wallpaper by 'Design Syndicate' 'Suits - code 2425' fixed to previously painted surfaces in strict accordance to the manufacturer's specifications</u>				
2 Wall paper to existing plastered walls including one coat preparatory emulsion paint	m ²	6		
3 Wall paper to existing drywall partitions including one coat preparatory emulsion paint	m ²	18		
Carried To Section Summary			R	
Section No. 2				
Bill No. 14				
Paperhanging				

	Unit	Quantity	Rate	Amount
<u>SECTION NO. 2</u> <u>ALTERATIONS TO EXISTING BOARDROOMS</u> <u>BILL NO. 15</u> <u>REDECORATION WORK</u> <u>PREAMBLES</u> The Contractor is Referred to the relevent Clauses in the separate document General Preambles for Trades (2017) and to the Supplementary Preambles which are incorporated in this Bill <u>BLINDS</u> <u>Venetian blinds formed of 'Perforated - Sliver' 25mm slats incusive of all components, operating mechanisms with headrail and bottom rail to match colour of slats with top fixed to underside of reveals of window recess</u> 1 Venetian blinds, size 2585 x 2290mm high No 1 2 Venetian blinds, size 1780 x 2290mm high No 4 3 Venetian blinds, size 1707 x 2290mm high No 3 <u>VINYL DECALS, ETC.</u> <u>3M frosted vinyl in patterns/designs fitted to existing glazing in accordance with the manufacturer's instructions</u> 4 To face of shopfront glazing m ² 111 <u>SEALING OF TILES, ETC.</u> <u>Clean down existing tiles and joints, removing all stains and dirt and seal with an approved tile sealer in accordance wth the manufactrurer's instructions</u> 5 300 x 300mm Slate tiles with 10mm joints m ² 10				
Carried To Section Summary			R	
Section No. 2 Bill No. 15 Redecoration Work				

Amount

SECTION NO. 2

ALTERATIONS TO EXISTING BOARDROOMS

BILL NO. 16

PROVISIONAL SUMS

BUDGETARY ALLOWANCES

Budgetary allowances are to be price at bills rates or rates to to be agreed to, in terms of the contract

1	Provide the sum of R 1,300,000.00 for office furniture and occasional furniture	Item	1,300,000	00
2	Provide the sum of R300,000.00 for décor and artwork	Item	300,000	00
3	Provide the sum of R 100,000.00 for sundry building work relating to specialist installations	Item	100,000	00
4	Provide the sum of R 50,000.00 for signage	Item	50,000	00
5	Provide the sum of R 50,000.00 for the refurbishment of existing joinery fittings	Item	50,000	00

Carried To Section Summary

R

Section No. 2

Bill No. 16

Provisional Sums

Amount

SECTION NO. 2

ALTERATIONS TO EXISTING BOARDROOMS

SECTION SUMMARY

Bill No.

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Section No. 2
SECTION SUMMARY

SECTION NO. 3
ELECTRICAL INSTALLATION

Item No.		Unit	Quantity	Rate	Amount
	<u>SECTION NO. 3</u>				
	<u>ELECTRICAL INSTALLATION</u>				
	<u>PREAMBLES</u>				
	<u>Working Conditions:</u>				
	The contractor is hereby made aware that the proposed work is to be executed in confined spaces and within an occupied building				
	The contractor is to allow for all costs in this regard in the tender price				
	<u>Specifications, drawings, etc:</u>				
	Tenderers are referred to the specification/drawings accompanying these bills of quantities for the electrical work, for the full descriptions of the following items which are to be read and priced in conjunction with the relevant documents				
	Any other items not specified that the contractor deems necessary to complete the installation fully and to specifications must be included and priced in the relevant items already in the bills of quantities.				
	<u>DECOMMISSIONING & REMOVAL</u>				
	Decommission and remove the existing electrical infrastructure and transport to TNPA depot within 5km radius. The main incomer cable decommissioning shall be advised by Employer's Engineer.	sum			
	Decommissioning and removal of main incomer in ceiling voids and conduits not exceeding 30m long and handover to TNPA	sum			
1	<u>DISTRIBUTION BOARD</u>				
1.1	Design, Supply and installation of Distribution Boards, comprising of all the switch gear, earthleakage, surge protection, labelling and wiring as per Electrical drawing and TPD - 002- DBSPEC	No.	1		
1.2	Budgetary allowance for additional terminations and miniature circuit breakers	sum	1	R 10,000.00	R 10,000.00
2	<u>INTERIOR LIGHTING</u>				
2.1	Supply and Installation of new equal or similar approved to Beka Rondo H 18W LED downlighter, including accessories	No.	22		
2.2	Supply and Installation of new equal or similar approved to Beka 600x600 Dari LED 35W recessed panel	No.	22		
2.3	Supply and Installation of new equal or similar approved to Beka 600x600 Dari LED 35W recessed panel EMG/15min	No.	11		
2.4	Supply and Installation of new equal or similar approved to Regent viola 25W pendant suspended from roof, soffit on unistruct (Height of pendant to be determined on site by an engineer)	No.	2		
2.5	Supply and Installation of new equal or similar approved to Regent Linear inca LED 25W 50mmx75mmx1500mm	No.	6		
2.6	Supply and Installation of new equal or similar approved to Regent Linear inca LED 25W 50mmx75mmx1500mm EMG/15min	No.	2		
2.7	Supply, delivery and installation of Equal or similar to Beka series 30, 30W LED Bulkhead	No.	1		
2.8	Supply and Installation of equal or similar approved to Schneider Sch occupancy sensor	No.	3		
2.9	Supply, delivery and installation of Equal or similar approved to National Photocell installed in a york box	No.	1		
	carried forward				R

Item No.		Unit	Quantity	Rate	Amount
	brought forward				R
2.10	Supply and Installation of equal or similar approved to Legrand arteor 16A single lever light switch complete with recess mount box and cover plate	No.	5		
2.11	Supply and Installation of equal or similar approved to Legrand arteor 16A single lever light two way switch complete with recess mount box and cover plate	No.	2		
2.12	Supply and Installation of equal or similar approved to Legrand 16A one way two-lever light switch complete with recess mount box and cover plate	No.	12		
3	<u>POWER SUPPLY POINTS</u>				
3.1	Supply and Installation of equal or similar approved to Legrand arteor 16A 230V single socket outlets, installed on power skirting	No.	16		
3.2	Supply and Installation of equal or similar approved to Legrand 16A double socket outlet (300mm above floor level)	No.	3		
3.3	Supply and Installation of equal or similar approved to Legrand arteor 16A 230V single socket outlets with J45 Module, installed in underfloor box with lid	No.	8		
3.3	Supply and Installation of equal or similar approved to Legrand arteor 16A dedicated single socket outlet, installed on ceiling with position to be determined on site	No.	8		
3.4	Supply and Installation of equal or similar approved to Legrand arteor 16A dedicated double socket outlet, installed on power skirting	No.	12		
3.5	Supply and Installation of equal or similar approved to Legrand socket outlet with 2x 16A slimline(164-2) and 2x RJ45 modules, installed in underfloor box with lid	No.	3		
3.6	Supply and Installation of equal or similar approved to Legrand 2x RJ45 modules, installed in underfloor box with lid	No.	24		
3.7	Supply and Installation of equal or similar approved to power logic rectangular pop up plug complete with 16A single socket outlet and a USB socket outlet	No.	20		
3.8	Supply, delivery and installation of Equal or similar approved to 16A 230V Legrand single phase isolator	No.	6		
3.9	Supply and Installation of equal or similar approved to Legrand 4x4 PVC box complete with blank cover, position to be determined on site	No.	4		
3.10	Supply and Installation of equal or similar approved to Legrand 4x2 PVC box complete with blank cover, position to be determined on site	No.	4		
3.11	Budgetary allowance for additional single phase and three phase switched isolators	sum	1	R 10,000.00	R 10,000.00
4	<u>LOW VOLTAGE CABLES</u>				
4.1	Budgetary allowance for Supply, Delivery, Offloading and Installation of additional 4core, PVC, ECC, SWA, copper cable	sum	1	R 25,000.00	R 25,000.00
5	<u>WIRING</u>				
5.1	Low Voltage 2.5 mm2 stranded house wiring for internal wiring - red	m	220		
5.2	Low Voltage 2.5 mm2 stranded house wiring for internal wiring - white	m	220		
5.3	Low Voltage 2.5 mm2 stranded house wiring for internal wiring - blue	m	220		
5.4	Low Voltage 2.5 mm2 stranded house wiring for internal wiring -black	m	220		
5.5	Low Voltage 2.5 mm2 stranded house wiring for internal wiring - green	m	220		
5.6	Low Voltage 4 mm2 stranded house wiring for internal wiring - red	m	250		
	carried forward				R

Item No.		Unit	Quantity	Rate	Amount
	brought forward				R
5.7	Low Voltage 4 mm2 stranded house wiring for internal wiring - white	m	250		
5.8	Low Voltage 4 mm2 stranded house wiring for internal wiring - blue	m	250		
5.9	Low Voltage 4 mm2 stranded house wiring for internal wiring - black	m	250		
5.10	Low Voltage 4 mm2 stranded house wiring for internal wiring - green	m	250		
5.11	Budgetory Allowance for additional cables as required	sum	1	R 10,000.00	R 10,000.00
6	<u>PVC PRODUCTS, SLEEVES AND CONDUIT ACCESSORIES</u>				
	<u>PVC Conduit and Sleeves</u>				
6.1	20 mm diameter PVC conduit, boxes,couples adapters and accessories required for the related works	Item	1		
6.2	25 mm Diameter PVC conduit, boxes,couples adapters and accessories required for the related works	Item	1		
6.3	32 mm Diameter PVC conduit, boxes,couples adapters and accessories required for the related works	Item	1		
6.4	PVC trunking Wiring Consumable accessories including Lugs, Ferrules, Terminal Blocks, Screws,connections, compression glands etc. required for the related works	Item	1		
6.5	Supply and Installation of equal or similar approved to Legrand Black 3-tier power skirting (70mm2 data, 70mm2 power)	m	60		
7	<u>Decommisioning the existing and handover to TNPA</u>				
7.1	Decommisioning the existing Electrical equipment and non-reusable cables and handover to TNPA	No.	1		
8	<u>EARTHING AND LIGHTNING</u>				
8.1	Design, supply, deliver, offload and install an earth system to tie into the existing. The Contractor shall verify the existing earthing, however dsign supply, deliver, offload and install a suitable earthing system to Distribution Board if not compliant to SANS 10313 and TDP-004 EARTHISPEC.	Item	1		
9	<u>Commisioning and handover to TNPA</u>				
9.1	Commisioning of the entire installation and handover to TNPA	Item	1		
	total carried to Final Summary				R

SECTION NO. 4
MECHANICAL INSTALLATION

Item No.		Unit	Quantity	Rate	Amount
	<u>SECTION NO. 4</u>				
	<u>MECHANICAL INSTALLATION</u>				
	<u>PREAMBLES</u>				
	<u>Working Conditions:</u>				
	The contractor is hereby made aware that the proposed work is to be executed in confined spaces				
	The contractor is to allow for all costs in this regard in the tender price				
	<u>Specifications, drawings, etc:</u>				
	Tenderers are referred to the specification accompanying these bills of quantities for the mechanical work, for the full descriptions of the following items which are to be read and priced in conjunction with the said specification				
	<u>Ductwork:</u>				
	Where transformations or reducers occur the larger size ductwork has been measured through the fitting. Descriptions of ductwork shall be deemed to include stiffeners, jointing materials, sealants, couplers in the running length and access/inspection panels in accordance with the specification				
	<u>Site Establishment</u>				
1	Site Establishment and clearance at the end of the contract	Sum			
2	<u>GUARANTEE AND MAINTENANCE</u>				
	Guarantee and maintenance for the complete installation of mechanical installation including materials and workmanship for a period of TWELVE MONTHS after date of completion	Sum			
3	<u>REMOVAL OF CURRENT HVAC SYSTEM</u>				
	Tenderer to allow for all costs associated with decommissioning and removal of the current HVAC system	Sum			
4	<u>REMOVAL OF WASTE</u>				
	Tenderer to allow for all costs associated with cleaning the site of all rubbish and waste caused by this contract	Sum			
5	<u>COMMISSIONING AND TESTING</u>				
	Allow for testing and commissioning the whole of the Mechanical Installation as laid down in the specification and for re-testing as may be required after the making good of all defective work to the satisfaction of the Consulting Engineer.	Sum			
6	<u>CERTIFICATE FOR COMPLIANCE</u>				
	Provision for the Certificate of Compliance to be issued on completion of the project.	Sum			
7	<u>BUILDERS WORK DRAWINGS</u>				
	Provision of Builders work layouts on AutoCAD to indicate exact positions of openings and power points.	Sum			
8	<u>CONTRACTORS SHOP DRAWINGS</u>				
	Contract shop drawings prepared in accordance with co-ordinated Architectural, Structural & Service layouts.	Sum			
9	<u>PROGRAMMING OF WORKS</u>				
	Programming of the works to run concurrently with the Builders programme.	Sum			
10	<u>EQUIPMENT APPROVAL</u>				
	Equipment Procurement Submissions for Engineers Approval.	Sum			
11	<u>SCAFFOLDING</u>				
	Provision of Scaffolding for installation of equipment at high level.	sum			
12	<u>OPERATION AND MAINTENANCE MANUALS</u>				
	Provision of Operating and Maintenance Manuals as per the Technical Specification.	Sum			
13	Project Hand-over	Sum			
	carried forward				R

Item No.		Unit	Quantity	Rate	Amount
	brought forward				R
14	<u>Air conditioning indoor unit as per Conceptual Drawings</u> <u>Supply, deliver, rig into position if necessary, install and commission air conditioning units into place with all its components</u>				
14.1	4-way Ceiling Cassette Indoor Unit: IAC-1	No.	1		
14.2	1-way Ceiling Cassette Indoor Unit: IAC-2	No.	2		
14.3	Concealed Ceiling Air Conditioning Indoor Unit: IAC-3	No.	1		
14.4	Concealed Ceiling Air Conditioning Indoor Unit: IAC-4	No.	1		
14.5	Wall Mounted Split Air Conditioning Indoor Unit: IAC-5	No.	4		
14.6	Wall Mounted Split Air Conditioning Indoor Unit: IAC-6	No.	4		
15	<u>Air conditioning outdoor unit as per Conceptual Drawings</u> <u>Supply, deliver, rig into position if necessary, install and commission air conditioning units into place with all its components</u>				
15.1	Split Condenser Outdoor Unit: OAC-1	No.	1		
15.2	VRF Heat Pump Outdoor Unit: OAC-2	No.	1		
15.3	Split Condenser Outdoor Unit: OAC-3	No.	3		
15.4	Split Condenser Outdoor Unit: OAC-4	No.	3		
16	<u>Accessories</u>				
16.1	Wired Remote Controllers	No.	10		
17	<u>Air Terminals</u>				
17.1	<u>SG1</u> Supply Air Diffuser (Swirl Type) with mounting frame and adjustable damper	No.	8		
17.2	<u>SG2</u> Supply Air Grille with mounting frame	No.	3		
17.3	<u>RG1</u> Return Air Grille, mounting frame and adjustable damper	No.	8		
18	<u>Fresh Air Supply Fans</u>				
18.1	<u>F1</u> Ducted Fan	No.	1		
18.2	<u>F2</u> Wall/Window Mounted Fan	No.	1		
19	<u>Ductwork</u> All Ductwork to be manufactured from galvanised sheet metal and installed in accordance with SABS 1238 and SABS 0173. Round ducting to be of the spiral wound type unless indicated otherwise. Air Conditioning ductwork to be insulated to prevent condensation.				
	<u>Ventilation Ductwork</u>				
19.1	600x600 mm duct	m	3		
19.2	Smooth 90 degree elbow (600x600 mm)	No.	1		
19.3	Transformation piece (600x600 to Ø400 mm duct)	No.	1		
19.4	Ø400 mm duct	m	2		
19.5	Ø315 mm duct	m	30		
19.6	Reducer fitting (Ø400 to Ø315mm)	No.	1		
19.7	Ø315 mm Damper	No.	2		
19.8	Ø200 mm duct	m	2		
19.9	Transformation piece (Ø400 mm to F2 size duct)	No.	1		
19.10	Transformation piece (Ø400 mm to RG2 size duct)	No.	1		
19.11	Primary washable filter (600x600x100mm)	No.	2		
19.12	Secondary pocket filter (600x600x300mm)	No.	2		
	carried forward				R

Item No.		Unit	Quantity	Rate	Amount
	brought forward				R
	<u>Air Conditioning Air Ductwork</u>				
19.13	Transformation piece (1500x450 to Ø500 mm duct)	No.	1		
19.14	Ø500 mm duct	m	4		
19.15	Smooth round 90 degree wye fitting (Ø500 to 2xØ400 mm)	No.	2		
19.16	Ø400 mm duct	m	24		
19.17	Smooth round 90 degree wye fitting (Ø400 to 2xØ315 mm)	No.	4		
19.18	Ø315 mm duct	m	27		
19.19	Transformation piece (1200x350 to Ø500 mm duct)	No.	1		
19.20	Plenum box (1500x500x500mm)	No.	2		
19.21	Primary washable filter (500x500x100mm)	No.	6		
20	<u>Liquid Refrigerant Piping</u>				
20.1	Refrigerant Copper Piping. Size to be according to suppliers design	m	101		
20.2	90 degree bends	No.	27		
20.3	Y Branch Connection	No.	4		
20.4	Stopper valves	No.	4		
21	<u>Gas Refrigerant Piping</u>				
21.1	Refrigerant Copper Piping. Size to be according to suppliers design	m	101		
21.2	90 degree bends	No.	27		
21.3	Y Branch Connection	No.	4		
21.4	Stopper valves	No.	4		
22	<u>Drainage piping</u>				
22.1	PVC Piping. Size to be according to suppliers design, shall be included with all fittings and mountings, and seals and valves.	m	37		
22.2	90 degree bends	No.	10		
22.3	Y Branch Connection	No.	3		
	total carried to Final Summary				R

SECTION NO. 5

FIRE PROTECTION AND DETECTION

SECTION NO. 6
ICT INFRASTRUCTURE

Item No.		Unit	Quantity	Rate	Amount
	<u>SECTION NO. 6</u>				
	<u>ICT INFRASTRUCTURE</u>				
	<u>PREAMBLES</u>				
	Tenderers are to price strictly in accordance with the specifications and other available documentation. Tenderers shall study all relevant information before pricing this bill of quantities shall be priced to provide the complete Works i.e. the design (where applicable), supply, installation, testing and commissioning, handing over of the fully functional equipment / installation, provision of all as-built documentation and the like, associated operational and maintenance training for Employer staff etc.				
	Any other items not specified that the contractor deems necessary to complete the installation fully and to specifications must be included and priced in the relevant items already in the bills of quantities.				
	<u>LAN INFRASTRUCTURE</u>				
1	Supply, deliver, and installation of CAT 6 RJ45 LAN point outlet flush mount block to be installed in the powerskirting	No.	4		
2	Supply, deliver, and installation of CAT 6 RJ45 LAN point outlet flush mount block to be installed in a 100mm x 50mm outlet box	No.	8		
3	Supply, deliver, and installation of CAT 6 RJ45 LAN point outlet flush mount block to be installed in the floor box	No.	6		
4	Supply, deliver, and installation of CAT 6 RJ45 LAN point outlet flush mount block to be installed in the ceiling for Wi-Fi access point	No.	3		
5	Supply, deliver, and installation of equal or similar approved to 3702I-E Wi-Fi AP - 802.11ac Ctrlr AP 4x4:3SS w/CleanAir, or latest	No.	3		
6	Supply, deliver, and installation of STP CAT6 Network cable complete with termination RJ45 connectors	m	350		
7	Supply, deliver, and installation of equal or similar approved Cisco Catalyst 3850 (or latest) 24 Port PoE, 2x1G Uplink Base to be installed in the existing panel	No.	1		
8	Supply, deliver, and installation of 24 Fibre 2U Patch Panel	No.	1		
	<u>LABELLING</u>				
10	Labelling of this section of the installation as specified and /or required by any applicable SANS standard(s), including all necessary and correct fixing materials etc. complete	Sum	1		
	<u>TESTING AND COMMISSIONING</u>				
11	Complete testing and commissioning of this section of the Network Infrastructure installation as required. Note: Suitably qualified and experienced personnel only to test and commission the relevant equipment / installations	Sum	1		
	<u>SUNDRY ITEMS</u>				
12	All costs related to comply with the entire procedure processes for design approval, manufacture and the like for associated equipment/installations	Sum	1		
	total carried to Final Summary				R

SECTION NO. 7

ACCESS CONTROL, CCTV AND PA SYSTEM

Item No.		Unit	Quantity	Rate	Amount
	<u>SECTION NO. 7</u>				
	<u>ACCESS CONTROL, CCTV AND PA SYSTEM</u>				
	<u>PREAMBLES</u>				
	Tenderers are to price strictly in accordance with the specifications and other available documentation. Tenderers shall study all relevant information before pricing this bill of quantities shall be priced to provide the complete Works i.e. the design (where applicable), supply, installation, testing and commissioning, handing over of the fully functional equipment / installation, provision of all as-built documentation and the like, associated operational and maintenance training for Employer staff, etc.				
	Any other items not specified that the contractor deems necessary to complete the installation fully and to specifications must be included and priced in the relevant items already in the bills of quantities.				
	<u>ACCESS CONTROL</u>				
	<u>Supply, delivery and installation</u>				
1	Equal or similar approved to XMP-K32EX expandable to 8 card readers complete with housing and PSU with back-up battery and housign and accessories.	No.	1		
2	Installation of Electromagnetic Door locks (maglock) equal or similar approved to Rivolt AC-MAG500 (500kg) 12 Vdc & Monitored LED including bracket	No.	1		
3	Installation of Break Glass units equal or similar approved to FR02-1 green call point resettable	No.	1		
4	Installation equal or simalr approved to Securi-Prod Switch No Touch Exit Sensor 12VDC	No.	1		
5	Installation of proximity Card reader equal or similar approved to RFID Card Readers XMP-TMC30xx	No.	1		
6	Supply, delivery, and installation of equal or similar approved to Securi-Prod Key Box Switch	No.	1		
7	Installation of CAT6 Network Cable	m	50		
8	Installation of Mylar 0.5mm² Multi Core 8 Pair	m	50		
	<u>Setup, installation, configuration and intergration of Hardware and Software including licences</u>				
9	XMP-BABYLON (XMP-NT) System Package	Sum			
10	System Base Software Package Expansions	Sum			
	<u>CCTV SYSTEM</u>				
	<u>Supply, delivery and installation</u>				
11	Fixed bullet IR Camera incl. mounting accessories and PSU (5MP HDR 2.7-12mm auto)	No.	1		
12	Equal or similar approved to Bosch Flexidome 5000i IR outdoor Dome Camera (6MP, 3-9mm)	No.	9		
13	Supply, delivery, and installation of CAT6 Network Cable	m	500		
	<u>Setup, installation, configuration and intergration of Software including licences</u>				
14	Qognify client workstations software	Sum			
15	Qognify camera licences	Sum			
	carried forward			R	

[illegible]

FINAL SUMMARY

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- 2 ALTERATIONS TO EXISTING BOARDROOMS
- 3 ELECTRICAL INSTALLATION
- 4 MECHANICAL INSTALLATION
- 5 FIRE PROTECTION AND DETECTION
- 6 ICT INFRASTRUCTURE
- 7 ACCESS CONTROL, CCTV AND PA SYSTEM

4
33
3
3
1
1
2

R
R
R
R
R
R
R

Sub-total

Value Added Tax @ 15%

TOTAL INCLUDING VAT CARRIED TO FORM OF OFFER AND ACCEPTANCE

R
R
R

Part C3: Scope of Works

PART C3: SCOPE OF WORK

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1 Description of the works

1.1 Executive overview

The Elwazini Conference Centre is a dual boardroom facility situated in the Bayvue precinct in the Port of Richards Bay. It is the proposed space to develop a Value Management Hub (VMH), whilst converting the adjacent room into an executive boardroom facility.

The building was commissioned in 1996, thus making it 27 years old. Due to the age of the structure, the facility now exhibits many structural defects, electrical faults as well as non-compliance to SANS 10400 Fire Safety requirements. There is a need to upgrade the facility to cater for the intended future function of implementing a VMH and an Executive Boardroom.

To achieve a fully functioning operating centre, proper lighting, ventilation, civil and electrical works must be conducted on the existing facility.

The works that the Contractor is to perform involve interior alterations to the existing facility, include interior alterations which will include structural, HVAC (Heating, Ventilation, Air-Conditioning), fire safety, Control and Instrumentation (C&I) and electrical installations.

1.2 Employer's objectives

The Employer's objectives are to upgrade the Elwazini Conference Centre in order to accommodate an operational 'war room' and executive boardroom.

The current business need of the company indicates that Transnet Operating Divisions (OD's) namely Transnet National Ports Authority (TNPA), Transnet Port Terminals (TPT), Transnet Freight Rail (TFR) and Transnet Engineering (TE) work together to be more efficient and move more volumes through the Port of Richards Bay.

For an operation of this nature to be conducted successfully, a fully functional working area where stakeholders may view the operations in real time is required, hence the need to upgrade the existing Elwazini Conference Centre in the Port of Richards Bay to encompass the VMH and an Executive Boardroom.

1.3 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
C&I	Control and Instrumentation
CEMP	Construction Environmental Management Plan
CD	Compact Disc
CDR	Contractor Documentation Register
CDS	Contractor Documentation Schedule
CRL	Contractor Review Label
CSHEO	Contractor's Safety, Health and Environmental Officer
CM	Construction Manager
DTI	Department of Trade and Industry
DWG	Drawings
HAW	Hazard Assessment Workshop
HAZOP	Hazard and Operability Study

HSSP	Health and Safety Surveillance Plan
HVAC	Heating, Ventilation, Air-Conditioning
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
PSPM	Project Safety Program 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* has conducted the design and the *Contractor* is required to execute the *works* based on the information provided by the *Employer*.

The *Employer* has designed for the following:

1. Interior alterations
2. Concrete and reinforcement
3. Waterproofing
4. Roof coverings
5. Carpentry and joinery
6. Ceilings, partitioning's and access floorings
7. Ironmongery
8. Metalwork
9. Plastering
10. Tiling
11. Paintwork
12. Paperhanging
13. Redecoration work
14. Mechanical installations
 - Heating, Ventilation, and Air Conditioning (HVAC) system
 - Fire detection and alarm system
 - Fire protection (portable fire suppression equipment, fire and emergency signage and evacuation plans)
15. EL & P installations
16. Control and Instrumentation installations (ICT, security, public address)

The *Employer* supplies the following:

- *Works Information*
- Technical specifications
- Detail drawings

The drawings for providing the *works* are listed under paragraph 5.1 of C3.1 *Employer's Works Information*.

The *Employer* grants the *Contractor* a license to use the copyright in design data presented to the *Contractor* for the purpose of the *works* ONLY.

2.1.1 The *Employer's* design for the *works* are listed in the Sections 4. and 5 of this *Works Information*.

2.1.2 The *Employer* grants the *Contractor* a licence to use the copyright in design data presented to the *Contractor* for the purpose of the *works* (and the *Contractor's* obligation under paragraph 2.2 of the *Employer's Works Information*) ONLY.

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

2.2.1 The *Contractor* is to design the following parts of the *works*:

- Required temporary *works* for executing the project. Temporary *works* are all *works* other than the permanent *works* indicated on the drawings, and which shall be removed from the Site on Completion of the *works*. These temporary *works* shall include site establishment and all construction power, water, sewer and compressed air required to execute the entire project scope. The *Contractor* is hereby informed that there is no power available in some areas in which the *works* are to be executed and he should therefore make arrangements for the continuous use of generator sets, this must be included in his rates as no separate payment will be made for this activity. The *Contractor* shall conform to all of the safety and environmental requirements pertaining to the use of generators on Site.
- Drawings, specifications, and reports for any design alterations that the *Contractor* may formulate to ensure the correct execution of the *works*.
- All temporary work shall be designed and remain the responsibility of the *Contractor*. The *Contractor* shall appoint qualified and experienced designers to carry out such work and shall indemnify and hold indemnified the Project Manager and the *Employer* against any claims and actions that may arise out of the permanent and temporary *works*. The *Contractor* shall be responsible for the full compliance with all codes of practice, safety, professional procedures, checking, site approval and requirements of the construction regulations about the permanent and temporary *works*. Temporary *works* are all *works* other than the permanent *works* indicated on the layout drawing and shall be removed at the end of the contract.
- All items listed for design by the *Contractor* in the design drawings supplied by the *Employer*. Design drawings provided as per paragraph 5.1 of the *Works Information*.
- Electrical, data and comms personnel to co-ordinate all requirements for wireways, conduit and other services associated with the equipment.
- *Contractor* to undertake clash detection between electrical, fire and HVAC services before preparing completed workshop drawings for approval by the *Project Manager*.

2.2.2 The *Contractor* is responsible in his design for the overall integration of the design of the *works* with the design of the *Employer* as stated under 2.1 *Employer's* design above for the following parts of the *works*:

All design requirements listed in paragraph 2.2.1 of the *Works Information*.

2.2.3 Unless expressly stated to form part of the design responsibility of the *Employer* as stated under 2.1 *Employer's* design above and whether or not specifically stated to form part of the design responsibility of the *Contractor* under this paragraph 2.2, all residual design responsibility and overall responsibility for the total design solution for the *works* rests with the *Contractor*.

2.2.4 The *Contractor* is to design the following parts of the *works*, for approval by the *Employer's* Project Manager:

Equipment, pipe and cable supports, bases and plinths that are required for a complete installation.

All design requirements listed in paragraph 2.2.1 and 2.2.2 of the *Works Information*.

2.3 Procedure for submission and acceptance of *Contractor's* design

2.3.1 The *Contractor* shall address the following procedures:

- Submit designs to the Project Manager for review and approval, in Adobe Acrobat (PDF) and in electronic native format, with drawings in 'dwg', 'dgn', 'dxf' or similar approved formats as requested by the *Employer*.
- *Contractor* may not proceed with these *works* until written approval is obtained from the Project Manager
- The *Contractor* undertakes design safety reviews with the Project Manager, Safety Manager and other relevant personnel as determined by the Project Manager.

2.3.2 Documentation Submission

- The Project Management Office filing system will be utilized for the control of all relevant documentation. All documents will be delivered via document control with a proof of transmittal. Copies of all correspondence, specifications and drawings, contracts and agreements, data sheets, minutes of meetings, *Employers* agent instructions, invoices and payment certificates, access certificates, quality, and any variations, (compensation events or project change notices) will be filed and archived in the project folder by the Doc Controller. A document register will also be developed to capture incoming and outgoing documents. All documents issued to 3rd Party *Contractors* and to the *Employer* must be submitted through the *Employer's* Document Control Department.
- The final documentation to be handed to TNPA which will be the property of TNPA is the designs, costings, specifications, drawings, tender documentation, and the feasibility study report. The documentation will be supplied in hard copy 2 of, in PDF format 2 CD's/ USB and in native electronic format 2 CD's/USB.
- 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.

2.4 Review and Acceptance of *Contractor* Documentation

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

2.5 Other requirements of the *Contractor's* design

N/A

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

Compliance to OHS Act and Construction Regulations and TNPA Specifications (i.e. H&S, CEMP and SES).

2.6 Use of *Contractor's* design

2.6.1 The *Contractor* grants the *Employer* a licence to use the copyright in all design data presented to the *Employer* in relation to the *works* for any purpose in connection with the construction, re-construction, refurbishment, repair, maintenance and extension of the *works* with such licence being capable of transfer to any third party without the consent of the *Contractor*.

2.6.2 The *Contractor* vests in the *Employer* full title guarantee in the intellectual property and copyright in the design data created in relation to the *works*.

N/A

2.7 Design of Equipment

The *Contractor* submits his product details for the following categories of his proposed principal Equipment to the *Project Manager* for approval.

- Air Cooled Chiller Unit
- Air Handling Units
- Cassette and ducted Fan Coil Units
- Extraction and Fresh Air Fans
- Chilled Water Pump
- Control Equipment
- Valves and Fittings
- Sound Attenuators
- Air terminals and
- Ductwork

2.7.1 Timetable for Submission of Documents

Refer to the *Contractor* Documentation Schedule (CDS) contained in section 6.2 Documentation Control in this document.

2.8 Equipment required to be included in the *works*

2.8.1 None

2.9 As-built drawings, operating manuals and maintenance schedules

2.9.1 The *Contractor* provides the following:

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.

- Installation, Maintenance and Operating Manuals and Data Books

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 USB in Adobe Acrobat (.pdf) formats

3 Construction

3.1 Temporary works, Site services & construction constraints

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

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

The *Contractor* shall organise the work to cause the least possible inconvenience to other construction activities or operations at the Site. Access for Others to adjacent areas shall be maintained at all times.

The Site is located within a designated Secure Area, and accordingly all access into the area will be through a gate with access control.

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

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

The site establishment area shall be 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 and comply with OHS Act 85 of 1993.

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

If the working area is situated within a Customs controlled area, the *Contractor* and his people shall observe all Customs regulations.

The fullest collaboration between the *Contractor*, the *Employer's* Operations Manager and the Project Manager is essential in regard to the continued operations of the *Employer*.

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

All work on, over, under or adjacent to railway lines and near high voltage equipment shall comply with Transnet SOC Limited codes of conduct.

The *Contractor* complies with the following requirements of the *Employer*.

3.1.2 The *Contractor* complies with the Requirements listed in paragraph 3.1.1 of the *Works Information* with stated requirements of the *Employer*.

3.1.3 Restrictions to access on Site, roads, walkways and barricades.

The *Contractor* complies with the Requirements listed in paragraph 3.1.1 of the *Works Information* with stated requirements of the *Employer*.

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

The *Contractor* and his employees must enter and leave the premises only through the main gate(s) and/or checkpoint(s) designated by the *Employer*. The *Contractor* must ensure that employees observe the security rules of the *Employer* at all times and must not permit any person who is not directly associated with the work from entering the premises.

The *Contractor* and his employees must not enter any area of the premises that is not directly associated with their work.

Access to the areas where the *Contractor* is working is to be strictly controlled and will be restricted to minimal construction traffic only. No access will be given to private vehicles or public transport and in this regard, the *Contractor* is to make provisions for bussing his labourers in from an external meeting / collection point. The transportation of *Contractor* personnel in the rear of "bakkies" is strictly prohibited.

All *Contractors'* personnel accessing the Site / Working Areas or part thereof are to undergo an *Employer's* induction, prior to being allowed access.

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

As per paragraph 3.1.4 of the *Works Information*.

3.1.6 The *Contractor* complies with the following hours of work for his people (including Subcontractors) employed on the Site:

Normal workings hours are 08:00 am to 16:30pm, the *Contractor* will be required to work outside indicated hours if requested by the *Project Manager* in order to complete the works timeously.

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

3.1.8 Health and safety facilities on Site

- At all times during construction the *Contractor* is responsible for the safety of all persons on the Site and on the equipment and shall have the necessary systems and procedures in place to effectively manage this in relation to H & S requirements in addition to those of the OHSA Act and Regulation (85 of 1993, CR 2014).
- 3.1.9 The *Contractor* complies with the requirements stated under paragraph 2.3 of C3.1 *Employer's Works Information*.
 N/A
- 3.1.10 Environmental controls, fauna & flora, dealing with objects of historical interest:
 N/A
- 3.1.11 The *Contractor* complies with the CEMP, SES and PES in the construction of the *works*.
 The *Contractor* shall perform the *works* and all construction activities within the *site* and working areas having due regard for the environment and environmental management practices.
 The *Contractor* complies with the CEMP and SES in the construction of the *works*, all as described in *Employer's Works Information*.
- 3.1.12 Title to Materials from demolition and excavation
 Clause 73.2 states that the *Contractor* has title to Materials from excavation and demolition only as stated in the *Works Information*.
- 3.1.13 The *Contractor* has title to all Materials arising from excavation and demolition in the performance of the *works* with the exception of:
 Clause 73.2 states that the *Contractor* has title to Materials from excavation and demolition only as stated in the *Works Information*.
 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.
- 3.1.14 Cooperating with and obtaining acceptance of others
 N/A
- 3.1.15 The *Contractor* performs the *works* and co-operates with:
 N/A
- 3.1.16 Publicity and progress photographs
 The *Contractor* treats all information gained through his appointment on this project as strictly confidential. The *Contractor* is not allowed to prepare or present any paper, publish any article in a technical journal, or derive publicity for his business which makes any reference to any aspect of the work on this project unless the *Employer* grants special permission, in writing, for the purpose.
 No photographs are to be taken unless the photographer is in possession of a camera permit issued by the TNPA Chief Security Officer, Port of Richards Bay. Photographs are to be taken for record purposes only.
 The *Contractor* provides a comprehensive photographic record of the progress of the Works by taking photographs at weekly intervals. The initial photographs are to be taken at the start of the project, immediately prior to the commencement of any work. As far as possible each set of photographs shall be taken from the same locations as the previous set.
 The areas to be photographed and the quantity of photographs in each area will be determined by the Project Manager.
 Progress photographs of all manufacturing work carried out off-site are also required.

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

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

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

- 3.1.17 The *Contractor* provides a notice board at the site location stating the name of the *Contractor*, Site Agent, Safety Representative, Client and all relevant contact details.

The *Contractor* shall obtain the permission and approval of the *Employer* before erecting any notice boards or using the details of the contract in any advertising media.

- 3.1.18 The *Contractor* provides progress photographs at weekly intervals in a complete digital to the *Project Manager*.

- 3.1.19 *Contractor's* Equipment

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

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

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

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

- 3.1.21 The *Contractor* complies with the following permissions and restrictions in the use of Equipment as required by the *Employer*:

N/A

- 3.1.22 Equipment provided by the *Employer*

N/A

- 3.1.23 The *Employer* provides the following Equipment on the Site for the *Contractor's* use:

N/A

- 3.1.24 The *Contractor* complies with the following conditions in using the *Employer's* Equipment:

N/A

- 3.1.25 Site services and facilities:

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

The *Contractor* shall make his own arrangements for the supply of other services such as ablutions, fire protection, lighting and all other services required for undertaking the *works*. The *Contractor* shall provide, maintain and finally remove proper portable latrines of sufficient number

at his cost. Latrines shall be properly constructed and placed in suitable positions and maintained in a clean and sanitary working condition.

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

None

3.1.27 Wherever the *Employer* provides facilities (including, *inter alia*, temporary power, water, waste disposal, 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*.

3.1.28 Facilities provided by the *Contractor*:

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

- Location drawing showing the area to be occupied by the *Contractor* in relation to the Port infrastructure.
- Layout drawing of the proposed facilities.

The *Contractor* must ensure that the working area is well lit at night and that all the fences, obstacles and hazards are marked.

Project Manager's approval must be obtained for the use of any temporary lighting on the Site due to the impact that this may have on surrounding operations.

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

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

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

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

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

Wherever the *Contractor* provides facilities (either his own or for the *Project Manager* and/or *Supervisor*) and all items of Equipment, involving, *inter alia*, offices, accommodation, laboratories, Materials storage, compound areas etc., within the working areas, then the *Contractor* makes good and provides full reinstatement to the 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 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*.

3.1.29 The *Contractor* provides the following facilities for the *Project Manager* and *Supervisor*:

N/A

- 3.1.30 Wherever the *Contractor* provides facilities (either his own or for the *Project Manager* and/or *Supervisor*) and all items of Equipment, involving, *inter alia*, offices, accommodation, laboratories, Materials storage, compound areas etc, within the Working Areas, then the *Contractor* makes good and provides full reinstatement to the 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 items of Equipment.
- 3.1.31 Unless expressly stated as a responsibility of the *Employer* as stated under 5.1.11 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*.
- 3.1.32 Existing premises, inspection of adjoining properties and checking work of Others:
- The *Contractor* will be held responsible for any damage to existing structures and services caused by him during the execution of this Contract, fair wear and tear excluded, and shall repair damage to the satisfaction of the Project Manager before completion of the Works.
- For this purpose, a joint inspection with the Project Manager and the *Contractor* will be carried out prior to occupation of the Works and any existing damage noted. Repair work to damaged existing structures and services may be carried out during the contract period or during the defect correction period if so authorized. The *Contractor* will be required to conduct a photographic site survey of the occupied area showing existing structures and services. This report must be submitted to the Project Manager for approval and will be used in assessing the damages to structures and services if applicable.
- 3.1.33 The *Contractor* inspects and surveys the following [buildings / premises / facilities] adjacent to the Site in accordance with and in conjunction with the *Project Manager*:
- N/A
- 3.1.34 The *Contractor* inspects the work of with which the *works* interfaces in conjunction with the *Project Manager*:
- N/A
- 3.1.35 Survey control and setting out of the *works*
- Immediately after the starting date, and prior to final design, the *Contractor* shall survey the complete site of final operation of the equipment or, if the site of final operation is not completed yet, obtain the necessary site arrangement and interface drawings from the *Project Manager*. This survey serves to confirm dimensions and relative positions of all things, existing or to be supplied by others that will interface with the equipment, for example location of electrical power supply points.
- It is the *Contractor's* responsibility to ensure that the equipment supplied in terms of the contract interfaces successfully with all existing infrastructure.
- Any deviation from the data supplied by the *Employer* in the *Works Information* must be brought under the attention of the *Project Manager* and discussed and finalised with the *Project Manager* prior to final design of the equipment.
- 3.1.36 The *Employer* provides the following information and survey controls for the *Contractor*:
- N/A
- 3.1.37 Excavations and associated water control:
- N/A
- 3.1.38 The *Contractor* complies with the following requirements:
- N/A
- 3.1.39 Underground services, other existing services, cable and pipe trenches and covers:

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

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

Where the *Contractor* encounters existing underground services / existing services cables / pipes, the *Contractor* should notify the *Project Manager*.

3.1.40 Where the *Contractor* encounters existing the *Contractor* undertakes the following:

As per paragraph 3.1.39 of the *Works Information*.

3.1.41 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 demonstrate the measures taken to avoid and or reduce any nuisance arising from dust, noise and vibration for acceptance by the *Project Manager*.

3.1.42 The *Contractor* complies with the following:

As per paragraph 3.1.41 of the *Works Information*.

3.1.43 Sequences of construction or installation:

N/A

3.1.44 The *Contractor* complies with the following:

N/A

3.1.45 Giving notice of work to be covered up:

The *Contractor* notifies the *Supervisor* of the elements of the Services which are to be covered up. This notification is given not less than 2 (two) hours prior to the proposed covering up.

3.1.46 The *Contractor* notifies the *Supervisor* of the following elements of the works which are to be covered up:

All physical elements of the works.

3.1.47 Hook ups to existing works:

N/A

3.1.48 The *Contractor* complies with the following constraints in the execution of the works:

N/A

3.2 Completion, testing, commissioning and correction of Defects

3.2.1 The work to be done by the Completion Date

On or before the Completion Date the *Contractor* shall have done everything required to Provide the *Works* including the work listed below which is to be done before the Completion Date and in any case before the dates stated. The *Project Manager* cannot certify Completion until all the work listed below has been done and is also free of Defects, which would have, in his opinion, prevented the *Employer* from using the *works* and Others from doing their work.

Item of work	To be completed by
Material procurement on or before	05 February 2024
Execution, installation, testing and commissioning	23 May 2024

3.2.2 The *Contractor* is permitted to carry out the following *works* after Completion:

Only snag list and rectification of defects identified during retention phase and maintenance period.

3.2.3 Use of the *works* before Completion has been certified:

N/A

3.2.4 The *Employer* uses the following part / parts of the *works* before Completion is certified by the *Project Manager* which do not constitute take over by the *Employer* for the reason(s) stated:

N/A

3.2.5 Materials facilities and samples for tests and inspections:

N/A

3.2.6 The *Contractor* provides the *Employer* with the following per as ECC Clause 40.2:

- Samples (e.g. concrete cube results, warranties for powder coating/paintwork, hot dip galvanising, electrical and mechanical installations) as required by the *Works Information*.

3.2.7 The *Employer* provides the *Contractor* with the following as per ECC Clause 40.2:

N/A

3.2.8 Commissioning:

Required for *Works* included in paragraphs 4.4 and 4.5 of the *Works Information*.

3.2.9 The *Contractor* provides the following commissioning activities to bring the *works* in use in liaison with the *Employer*:

As per paragraph 3.2.9 above.

3.2.10 Start-up procedures required to put the *works* into operation

N/A

3.2.11 The *Contractor* performs the following duties and actions on behalf of the *Employer* to put the *works* into operation:

N/A

3.2.12 Take over procedures:

N/A

3.2.13 The *Contractor* provides the following assistance to the *Employer*:

N/A

3.2.14 The *Contractor* ensures that the documentation as described under paragraph 3.8 of the *Works Information* is presented to the *Project Manager* before Completion.

3.2.15 The *Contractor* ensures that the *Project Manager* has a full and accurate dossier of As-built documents that represent the Mechanical, Electrical, Instrumentation, General Layout status of the completed *works* (to include Plant within the *works*) to present to the *Employer*.

3.2.16 The *Contractor* ensures that the *Project Manager* has a full and accurate dossier of Maintenance and Operating Manuals as appropriate at the earlier of take-over or Completion.

3.2.17 Where the *Contractor* has presented Maintenance and Operating Manuals as to the *Project Manager* at take-over, the *Contractor* modifies and updates As-built documents as necessary prior to Completion.

3.2.18 Access given by the *Employer* for correction of Defects:

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

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

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

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

N/A

3.2.20 Performance tests after Completion:

N/A

3.2.21 The *Contractor* performs the following performance tests after Completion of the *works*:

N/A

3.2.22 The *Contractor* facilitates the following requirements for training *workshops* after Completion for the *works* in use:

N/A

3.2.23 The *Contractor* arranges for the following technology transfer to the *Employer* after Completion for the *works* in use:

N/A

3.2.24 Operational maintenance after Completion:

N/A

3.2.25 The *Contractor* performs the following operational maintenance in relation to the *works* after Completion:

N/A

4 Plant and Materials Standards and Workmanship

4.1 Investigation, Survey and Site Clearance

4.1.1 The *Contractor* carries out the following at the Site:

N/A

4.2 Building works

4.2.1 The *Contractor* is to perform the *works* listed below:

- Partial gutting of the interior,
- Refurbishment of the existing shell
- Interior alterations, ceilings and partitioning of spaces
- Electrical lighting and power upgrades and alterations
- HVAC upgrades and alterations
- Fire System upgrades and alterations
- ICT infrastructure, Access Control, surveillance upgrades
- Refurbishment and apply new finishes
- Refurbish existing shopfitting and fittings
- Window treatment
- Supply & Installation of Graphics, Notice Boards And Signage
- Supply & Installation of custom furniture, furniture and accessories
- Audio Visual Installations

The *Works* shall include all necessary additional *works* incidental to providing a fit for purpose modern conference hub.

Refer to Architectural Drawings and Schedules for Specifications of general building work and, For other Installations, refer to Structural Engineering, Electrical Engineering, Controls & Instrumentation and Mechanical Engineering Scopes of Works, Drawings and Specifications.

A high-level elaboration of the *works* is listed below:

NO.	SCOPE OF WORKS (high level list)	DISCIPLINES			
		BUILDING WORKS - CIVIL	ELECTRICAL	CONTROLS & INSTRUMENTATION	MECHANICAL
	Refer to Scope of Works, Drawings and Specifications, per engineering discipline, for detail elaboration and illustration of the <i>works</i> listed below and potential additional work which may be necessary for the completeness of <i>works</i>				
1	Demolitions & Alterations				
2	Window Blinds (removal)				
3	Suspended Ceilings				
4	EL&P and related installations				
5	HVAC and related installations				
6	Fire Equipment and related installations				

7	ICT, AV, Surveillance & Access Control				
8	Dry Walls, louvres & internal doors				
9	Folding Partition Doors				
10	Internal Shopfronts				
11	External Shopfronts				
12	Tender Box at entrance				
13	Floor Tiles from floors and stairs				
14	Carpets				
15	Concrete, Formwork & Reinforcement				
16	Floor Slab at Social Area Extension				
17	Masonry				
18	Brick-up at tender box				
19	Carpentry & Joinery				
20	Laminated Roof Beam Maintenance				
21	Roof Purlin Maintenance				
22	Ceilings, Partitions etc.				
23	Suspended Acoustic Tile Ceiling (with insulation)				
24	Suspended Composite Timber Ceiling				
25	Suspended Plasterboard Bulkheads - flat				
26	Suspended Plasterboard Bulkheads - sloped				
27	Plasterboard Dry walls - standard				
28	Plasterboard Dry walls - sound proofed				
29	Doors in Drywalls				
30	Shopfronts Internal				
31	Shopfronts External (like for like)				
32	Floor Covering				
33	Carpets Boardroom & VMH				
34	Carpet Inlay at entrance to passage				
35	Walk-off at covered entrance				
36	Ironmongery				
37	New door furniture				
38	Signage - general				
39	Plastering				
40	Leveling Screed				
41	Plaster at Tender Box				
42	Plaster at Stairs				
43	Skim dry walls				
44	Tiling				
45	Floor Tiling - Internal & Stairs				
46	Floor Tiling - External				
47	Wall Tiling at tender box				
48	Electrical & Electronic Work				
49	EL&P				
50	Lightning Protection				
51	Access Control & Surveillance				

52	ICT Connectivity				
53	Mechanical Work				
54	HVAC				
55	Fire Detection, Suppression & Evac				
56	Paintwork & Paperhanging				
57	Steel Post				
58	Concrete Columns				
59	Timber Columns				
60	Cement Plastered Walls				
61	Skimmed Walls				
62	Laminated Roof Beams & brackets				
63	Plasterboard bulkheads				
64	Service duct soffit				
65	Service duct floor (IMS Rooms)				
66	Wallpaper boardroom walls				
67	Shopfitting, Furniture & Accessories				
68	Social Area Counter Refurbishment				
69	Social Area Furniture & Accessories				
70	Passage Furniture & Accessories				
71	Executive Boardroom Furniture & Accessor.				
72	VMH Furniture & Accessories				
73	IMS Rooms Furniture & Accessories				
74	Window Blinds				
75	Graphics & Artwork				
76	Plants				

4.2.2 Documents:

- All work shall be executed in accordance with the requirements of SANS 10400, a soft or hard copy of which, shall be provided by *Contractor* and kept on site for the duration of the Contract
- This Scope of Works, any Supplementary Specifications and Drawings, shall be read in conjunction with and shall form part of the descriptions of items in the bills of quantities
- Quality of Items described in the bills of quantities and not covered in these specifications or supplementary specifications shall be governed by the 'MODEL PREAMBLES FOR TRADES 2008' instituted by The Association of South African Quantity Surveyors, a copy of which shall be provided by the *Contractor* and kept on site for the duration of the Contract. Annexure E.
- Reference to any documents or supplementary specifications shall be to its latest edition.

4.2.3 Materials:

- All materials specified herein, wastage and supportive installation material shall be provided by the *Contractor* and understood as included in the relevant rates.
- Materials must be as specified and from reputable manufacturers only. Such materials may only be substituted upon written approval from the Architect.
- Rates and quantities may be adjusted relative to such substitutions.
- Upon delivery of any material onto site, the *Contractor* must first confirm that such materials conform to specifications herein and thereafter provide proof of conformance to the *Supervisor*, prior to building in any such material.
- Materials built in must be the best of their respective kinds, new and free from defects and damage.
- All materials built in or installed shall be SABS approved products.
- Samples of all material and components shall be subject to *Employer's* approval prior ordering such.
- Sample panels of all finishes shall be presented to the *Employer* for approval prior proceeding with the finishes.

4.2.4 Workmanship

- Workmanship shall be the best in each trade and executed by competent, certified, and registered Artisans, proof of which shall be kept on site for duration of the Contract.
- The *Contractor's* foreman shall be competent in all trades and shall rigorously interrogate workmanship in its finest detail. The *Supervisor* reserves the right to demand a more reliable replacement for any Artisan he justifies as not performing according to the standards of these specifications or relevant SABS standards.
- Rates for manufactured items shall include assembling complete and handing over in proper working order
- The dimensional and positional accuracy of the buildings and their component parts shall comply with Grade I requirements of SANS 10155 unless otherwise stated

4.2.5 Dimensions Heights and Levels

- All Dimensions, Heights and Levels indicated on attached drawings and documentations are based on surface examination of the site. Drawings must not be scaled but rather written dimensions shall be taken in preference. The Architect shall be approached for any missing dimensions, heights, and levels.
- The *Contractor* shall verify written dimensions on site prior to the manufacture or preparation of installation items. Discrepancies and implications must be escalated to the Architect as soon as it is realized.

4.2.6 Set-out

The *Contractor* shall timeously set-out all aspects of the *works*, identify any conflicts or services and obtain the *Supervisor's* approval prior to commencing the *works*.

4.2.7 Clean Site

At the end of each working day the site must be properly cleaned and all dust inside the building must be vacuum cleaned. All material on site must be properly stacked or stored during all times of every day during the *works*.

4.2.8 Contractor's Design

4.2.8.1 All items specified on drawings and specifications as 'Design Supply Install/erect' shall require the *Contractor* to develop concept designs and subsequent shop drawings all for the Architect's written approval, prior ordering material and or manufacture.

4.2.8.2 Drawings provided by the Architect, specifically for shopfitting and custom furniture, are conceptual. The approved furniture manufacturer and or shopfitter/joiner shall be required to advise the Architect regarding detail design:

- Sustainability and Suitability for Port Environment
- Usage Limitations and Structural Integrity
- Ease of Assembly and Reassembly
- Material selection and finishes
- Fittings and Fixtures
- Connectivity and Interfaces with services

4.2.8.3 The manufacture shall build required units based on the approved specialist's shop drawings and not on that of the Architect. The *Contractor* will be liable for performance of the piece of furniture and or shopfitting for the entire duration of its guarantee. The period of guarantee for all furniture and shopfitting shall be minimum 10 years unless otherwise agreed with the *Employer* in writing.

4.2.8.4 All Aluminium Windows, Doors, and Shopfitting shall be design supply and installed by Specialist Manufacturer. Specialist shall advise Architect with regards to glazing type, frame selection, frame design, assembly, and ironmongery. Shop drawings shall be approved by Architect, prior manufacture. The *Contractor* shall take responsibility for the structural performance of the systems.

4.2.9 List of Architectural Drawings

FBS	DISCIP	DRAWING No.	DESCRIPTION	SCALE	PRINT SIZE
000	A	RCB-ENG-8158-1-000-A-LA-0001-1	Finishes Plans	1:50	A0
000	A	RCB-ENG-8158-1-000-A-LA-0002-1	Floor Layout Plan	1:100	A0
000	A	RCB-ENG-8158-1-000-A-DE-0001-1	Sections & Elevations	Various	A0
000	A	RCB-ENG-8158-1-000-A-DE-0001-1	Window & Door Sch	1:50	A0

4.3 Civil Engineering and Structural Works

This *works* information outlines general requirements for the execution of contracts and sets for materials, equipment, workmanship, quality control, testing and commissioning and guarantee of mechanical building services installations.

If any clause of the stipulation contained herein is in conflict with the relevant contract/subcontract, pertaining to the installation or in conflict with the project specification then both the latter shall have precedence.

4.3.1 General Requirements

For the purposes of technical decision making in terms of this contract the following processes shall apply:

- The *Contractor* shall submit an FEQ in accordance with the NEC3 FEQ process to the Project Manager and NEC *Supervisor* for the Engineers action and attention.
 - The responsibility for the decision making resides with the Engineer and shall be communicated in terms of contractual instruction by the Project Manager and/or NEC *Supervisor*.
 - Under no circumstances shall technical decisions be taken without the approval of the responsible TNPA engineer. Any reference hereinafter to “Engineer” or “acceptance by Engineer” shall be through the above communication protocol.
1. This installation shall be suitable in all respects for operation under the atmospheric conditions and electricity supply as outlined in the schedules. The onus is on the *Contractor* to ascertain any other local conditions or peculiarities which might affect the working of the plant, and no allowance in price or standards of materials or workmanship shall be made for any ignorance on the part of the *Contractor* in this respect.
 2. All materials and workmanship supplied under this contract shall be new and of the highest quality. Design and installation work shall be done in accordance with the best modern engineering practice. The Engineer shall have the right to reject and demand satisfactory replacement at the *Contractor's* cost, or any part of it, which in his opinion, does not conform to the highest standards of material and workmanship. The equipment shall be suitable for continuous duty operation, and it is essential that all installations shall be capable of operating continuously and satisfactorily over such periods.

4.3.2 New Timber Rafter

The structural scope of *works* pertaining to the refurbishment of the Elwazini building entails new concrete *works*, replacement of damaged timber elements, and replacement of damaged roof sheeting.



Figure 1: Damaged Timber Rafter

As shown by Figure 1 above, a laminated timber rafter identified within the outdoor 'social area' of the Elwazini building displays severe signs of damage and requires replacement.

- Removal and replacement of existing dilapidated timber member
- Dimensions - 5500mm x 405mm x 80mm
- Materials – Grade 10 Saligna glulam timber
- The exposure conditions subjected to the rafter is Class S 2 as per Table 3 of SANS 1460.
- Prior to any installation work and after having undertaken a thorough inspection of the roofing system, The *Contractor* is to submit to the *Supervisor* for acceptance, a method statement for the installation procedure.

4.3.2 New Timber Batten

Figure 2 below illustrates a damaged timber batten that requires replacement. The batten is located along the North elevation of the building - facing the Bayview Office building parking lot.



Figure 2: Damaged Timber Batten

- Remove and replace existing timber batten.
- Dimensions: 10200mm x 160mm x 80mm.
- Exposure conditions subjected to the batten is Class S 2 as per Table 3 of SANS 1460.
- Material: Grade 10 saligna glulam timber.
- Prior to any installation work & after having undertaken a thorough inspection of the roofing system, The *Contractor* is to submit to the *Supervisor* for acceptance, a method statement for the installation procedure.

4.3.4 New Roof Sheeting

- Removal and replacement of damaged or punctured roof sheeting panels.
- Materials: 0,8mm thick galvanized IBR 686 or equally approved.
- Dimensions: 50m2 of sheeting area.
- Prior to any installation work & after having undertaken a thorough inspection of roof sheeting, The *Contractor* is to submit to the *Supervisor* for acceptance, a method statement for the installation procedure.

4.3.5 New Concrete Slab

A new concrete slab is required within the 'social area' of the Elwazini building in order to raise the level of the existing floor to match the finished floor level of the rest of the building.

4.3.4.1 General Specifications

The SANS 1200 Standardized Specification for Civil Engineering Construction as approved by the Council of the South African Bureau of Standards shall apply to this Contract. The *Contractor* shall be in possession of these Standardized Specifications and their related SANS 10120 Code of Practice that apply equally and shall keep a copy of each on site for reference by him and the Project Manager for the duration of the Contract.

The following standard specifications are applicable to this contract:

Specification	Year	Description
SANS 1200 A	1986	Section A General
SANS 1200 AB	1986	Section AB Engineer's Office
SANS 1200 C	1980	Site Clearance
SANS 1200 E		Precast concrete.
SANS 1200 G	1982	Section G Concrete (structural)
SANS 1200 H		Structural Steelwork
SANS 121	1973	Hot-dip galvanized coating on fabricated iron and steel articles – specifications and test methods
SANS 1460	2015	Laminated timber (glulam)
SANS 1491-1	1989	Portland cement extenders – Part 1: ground granulated blast furnace slag.
SANS 1491-2	1989	Portland cement extenders – Part 2: fly ash.
SANS 1491-3	1989	Portland cement extenders – Part 3: condensed silica fume.
SANS 1700		Fasteners (all relevant sections and parts)
SANS 1783-1	2018	Sawn softwood timber – Part 1 General requirements
SANS 1783-2	2013	Sawn softwood timber – Part 2 Stress-graded structural timber and timber for frame wall construction
SANS 1783-3	2010	Sawn softwood timber – Part 3 Industrial timber
SANS 1783-4	2012	Sawn softwood timber – Part 4 Brandering and battens
SANS 1783-5-1	2018	Structural timber – Part 5-1 Stress grade assessment
SANS 1783-5-2	2018	Structural timber – Part 5-2 Quality assurance of stress-grading
SANS 1921-1:2004	2004	Part 1: General Engineering and Construction Works
SANS 1921-2:2004	2004	Part 2: Accommodation of traffic on public roads occupied by the <i>Contractor</i>
SANS 2001: CC1	2012	Construction <i>works</i> : Concrete Works (Structural)
SANS 2001: CC2	2007	Construction <i>works</i> : Concrete <i>works</i> (minor)
SANS 2001: CT2	2011	Construction <i>works</i> : Part CT2 Structural timberwork (roofing)

SANS 10100-2	2014	The structural use of concrete – Part 2: materials and execution of work.
SANS 10163-1	2003	The structural use of timber – Part 1 Limit-states design
SANS 10163-2	2001	The structural use of timber – Part 2 Allowable stress design
SANS ENV 197-1		Cement composition, specifications and conformity criteria – Part 1: common cements.

4.3.4.2 Particular Specifications

S420: Specification for concrete work

4.3.4.3 Falsework, Formwork and Concrete Finish

The *Contractor* shall take full responsibility for the design, manufacturing, and installation of all falsework. Temporary platform, as well as hand railing shall be fully cladded with nonconducting wooden board of sufficient thickness to safely support any incidental load that may be applied during construction. The hand railing/ balustrade must be a minimum of 1500mm high.

4.3.4.4 Securing of formwork

Forms are provided with adequate devices for secure setting so that, when in place, they withstand, without visible spring or settlement, the impact of the vibration of the compacting and finishing equipment.

4.3.4.5 Formwork ends

The ends of abutting forms lock tightly and securely together.

4.3.4.6 Damaged formwork

Forms that are out of tolerance, bent, twisted or broken, or which have battered top surfaces, are not used. Forms are at all times kept clean and free from rust and adhesions so as to ensure clean stripping. The use of rough and dirty forms is not permitted.

4.3.4.7 Deflection of formwork

The spacing of supports for formwork is such that the deflection of the formwork under load of wet concrete does not exceed 3 mm. The supports are adjustable by means of screw jacks or wedges, both of which are secured.

Temporary beams used to support formwork shall be designed to ensure that the deflection under the weight of wet concrete does not exceed 2,5 mm/m of clear span, or in the case in the case of reinforced concrete.

If placement of concrete in stages is specified or approved, the top barrel formwork must be fully supported by the falsework until all stages are completed. The stiffness of temporary trusses or beams used to support formwork must be such that the deflection under wet concrete placed during the first stage does not exceed 2,5 mm/m of clear span of the permanent structure, or such lesser figure as specified, multiplied by the ratio of first stage concrete to total deck concrete exclusive of parapets.

The false work is adjusted to ensure that the finished soffit has an upward camber of between 0 and 2 mm/m of clear span after removal of false work, under permanent loading due to parapets, surfacing and/or track.

Unless shown otherwise on the drawings or directed by the *Supervisor*, false work for all spans is kept in position until, in the case of concrete structures, the concrete of the last pour reaches the appropriate minimum age given in SANS 1200 G.

The alignment and levels of all formwork is checked and accepted by the *Supervisor* prior to placing concrete.

Forms are fixed in position not later than 48 hours prior to the day on which concreting takes place, in order for the *Supervisor* to inspect them.

4.3.4.8 Vibrators

Internal (poker) and surface vibrators are capable of fully compacting each layer of concrete where compaction by vibration is used. At least one standby vibrator is available for every three (or smaller number of) internal vibrators necessary to maintain the rate of placement.

4.3.4.9 Formwork and concrete finishes

All concrete surfaces require a finish to a degree of accuracy II as specified in SANS 1200G as follows: -

Smooth finish

The following surfaces have a smooth finish: -

- Top surfaces of concrete seating
- Top surfaces of concrete retaining walls supporting ramp

The *Contractor* takes particular care to ensure that formwork joints are tight enough to prevent leakage of cement mortar. Shutters that are damaged will leave a poor surface and they shall be deemed as unacceptable. The *Supervisor* shall request the *Contractor* to remove and repaired or discarded.

- Concrete is not deposited in the forms until the *Supervisor* inspects the accuracy of alignment and dimensions of forms and the positioning of end blocks, reinforcement, anchorages, prestressing tendons and of the ducts, and gives his acceptance thereof on the concrete pour release certificate.

4.3.4.10 Dismantling and removal of formwork (1200G: 5.2.5)

4.3.4.11 Tie-rods or their removable parts are extracted without damage to the concrete and remaining holes shall be filled with mortar. No permanently embedded metal parts of tie-rods shall have less than 40 mm cover to the finished concrete surface.

4.3.4.12 Welded mesh fabric

- Welded mesh fabric complies with the requirements of SANS 1024-1991.

4.3.4.13 Galvanizing of steel

Galvanizing complies with SANS 121 (SABS ISO 1461). The coating thickness is 25% greater than the standard and in accordance with SABS Specific Permit Conditions 1336/2494.

4.3.4.14 Concrete material for Structure

4.3.4.14.1 Slab Preparation

The concrete slabs shall be constructed over secure and approved formwork. The formed formwork is cleaned of any dirt or loose material using compressed air. There shall be no freestanding water at the time of pouring.

4.3.14.2 Cement

The *Contractor* shall submit a Concrete mix design to the Project Manager for acceptance at least 6 weeks prior to construction. Cement used for concrete work shall comply with SANS ENV 197-1. Cement extenders used for concrete work comply with SANS 1491. The cement types given below are acceptable for use in the *works*, however, the proportion of extenders of factory blended cement should conform to the requirements of SANS 1491, clause 12.5.3.4.

On no account are masonry cements used for concrete work, even if the strength designations are the same as for ordinary cement.

Acceptable cement types: -

CEM 1 42,5	Portland cement
CEM 1 42,5R	Portland cement, rapid hardening.
CEM 11/B-V	Portland fly ash cement.
CEM 11/B-W	Portland fly ash cement.
CEM 111/A	Blast furnace cement.

4.3.14.3 Aggregates

Fine and coarse aggregates shall comply with SANS 1083.

Where aggregates have constituents which, in the opinion of the *Supervisor*, may give rise to damage due to alkali-aggregate reactions; the *Supervisor* shall request the *Contractor* to provide material data sheets and calculations for the total alkali-silica reaction to the Project Manager and *Supervisor* for acceptance prior to casting of concrete. Alkali-aggregate reaction is not permitted. This information will be required at least four weeks before concreting commences.

Submission of material data sheets is at least six weeks before concreting commences.

4.3.14.4 Curing Compound

In all cases where a concrete curing compound is specified, the curing compound is grey or white-pigmented membrane forming material shall comply with ASTM specification C309, except that the maximum permissible water loss in the test is 0,40 kg/m³.

Before any curing compound is used, the *Contractor* shall submit a one-litre sample of the compound, with full technical details, to the *Supervisor* for acceptance.

Technical details referred to include a recent SANS report showing the following: -

- Compliance with ASTM C-309.
- The relative density of the compound.
- The infrared spectrum of the compound.
- Alternatively, the concrete curing compound is acceptable if the treated concrete retains 90% or more of its mixing water when subject to the test set out in BS 8110: Part 1, clause 6.6l.

4.3.14.5 Concrete Quality

Before the start of concrete work on site, the *Contractor* shall submit a quality assurance plan to ensure compliance with specifications, and to provide acceptable documentary proof that all specified operations are carried out satisfactorily.

4.3.14.6 Durability

In order to enhance durability, and notwithstanding strength considerations, the concrete mixes satisfy one of the mixes given in the table below. Prior written acceptance for the mix is obtained from the *Supervisor*.

Concrete type	Cement type and % content	Extender type and % content	Minimum cement plus extender content kg/m ³	Maximum water/cement ratio
Steel reinforced	CEM 1 50% - 60%	GGBS 40% - 50%	420	0.40
Steel reinforced	CEM 1 70% - 75%	FA 25% - 30%	420	0.40
Plain	CEM 1 100%	Nil	340	0.50
Plain	CEM 1 75%	FA < 25%	340	0.50
Plain	CEM 1 35% - 65%	GGBS 35% - 65%	340	0.50
Plain	CEM 1 65% - 74%	FA 26% - 35%	300	0.55

4.3.14.7 Concrete Strength of Mix

The strength of the concrete mixes as specified on the drawings or given in the particular specifications for the *works*, conforms to the following requirements, as class x/y, where:

- X = minimum 28 days crushing strength in Mpa
- And y = maximum aggregate size in mm.
- Concrete shall be grade 30 MPa/19 mm stone and mass concrete 15/19. The concrete cover is 50mm for exposed surfaces to moisture.
- Reinforcing shall be high tensile steel in accordance with SANS 920.

4.3.14.8 Placing

- Inspection of excavation: The size, shape and depth of any excavation are accepted by the *Supervisor* before concrete is placed.
- Batching: All aggregates are precisely measured by mass using approved precision weighing batching equipment, unless otherwise permitted by the *Supervisor*.
- Should any variation in the composition of the aggregate become apparent, the *Supervisor* is notified, and a further sample of the aggregate submitted immediately to him for acceptance.
- **Blinding layers**

To facilitate the placing of reinforcement and erection of formwork, a blinding layer of grade 15/19 concrete is provided below foundations.

The thickness of the blinding layer is not less than 75 mm. Payment for blinding in excess of the specified thickness will not be made, unless instructed by the Project Manager in writing.

- **Control of Concreting Operations (1200G: 5.5.3)**

No relaxation regarding the provision of continuous supervision by a technician at the mixer is allowed and where the point of placing of the concrete is more than 150 m from the mixer, continuous supervision by a technician is also provided at the point of placing. Supervision at the point of placing applies in cases where ready-mix concrete is used.

- **Ready-Mix Concrete**

The use of ready-mixed concrete is permissible. Concrete test results obtained from the production facility are acceptable – provided that the tests are carried out in accordance with the specifications. However, Sampling and testing requirements for any ready-mix concrete used on site shall still be carried out by the *Contractor* in accordance with clause 1.1.9.2.

Where concrete is delivered to site ready mixed, the requirements of SANS 878 apply.

- **Construction joints**

The joint surface of the concrete is roughened while still green by means of brush and water spray to expose the coarse aggregate. Retarders may be used on stop-ends, which are removed after 12 hours for green cutting. Mechanical roughening of hardened concrete using power tools is not permitted.

All surfaces are cleaned and kept continuously wet for 24 hours before pouring of the adjoining cast.

Stub-columns, stub-walls and stays on footings are cast integrally with the footings and not afterwards, even where another class of concrete is being used.

Joint lines are so arranged that they coincide with features of the finished work.

- **Curing**

All water for curing must be clean, fresh water.

The curing period for concrete containing CEM 1 only is seven days. The curing period for concrete's containing CEM 1 plus cement extenders (GGBS, FA) is ten days. The period starts on completion of the concrete pour, and for formed surfaces include the time for which forms are still in place after the pour.

The *Supervisor's* prior written acceptance of the curing method to be used is obtained before any concrete is cast.

In addition, the following curing methods are permissible, except where otherwise specified: -

For plain concrete: - Retaining of forms in place on vertical surfaces, provided they are made of nonabsorbent facing materials.

- Ponding of water on horizontal surfaces. Curing water must be fresh and not be more than 10°C cooler than the concrete on which it is to be applied, in order to avoid surface cracking.
- Covering with sand, earth, straw, sawdust, cotton, jute, burlap or evelli or similar moisture retaining materials. The materials are kept continually moist and not allowed to dry out as alternate wetting and drying is detrimental to the curing process. The material is free of harmful amounts or substances such as sugar or fertilizer that may harm the concrete or cause discoloration.
- Sprinkling or spraying with water. This is done at frequent intervals such that the concrete surface remains continuously moist and is not allowed to dry out between wettings. Erosion of the fresh concrete surface is avoided.

- Covering with plastic sheeting, waterproof or other curing paper. The covering material is firmly and continuously held in place along its edges such that the concrete surface is not allowed to dry out. Care is taken not to tear, puncture or otherwise disrupt the continuity of the curing film. Plastic film is not black and preferably not white or clear.

For unformed surfaces, the compound is applied after finishing and as soon as the free water on the surface disappears and no water sheen is visible, but not so late that the liquid curing compound will be absorbed into the concrete. For formed surfaces, when forms are removed, the exposed concrete surface is wetted with water immediately and kept moist until the curing compound is applied.

Application of the compound is started immediately after the concrete has reached a uniformly damp appearance with no free water on the surface. The compound is applied at a uniform rate with two applications at right angles to each other to ensure complete coverage and may be applied by hand or power sprayer. Pigmented compounds are adequately stirred to assure even distribution of the pigment during application, unless the formulation contains a thixotropic agent which prevents settlement.

The *Contractor* supplies a certificate confirming compliance and that the manufacturer's directions with respect to preparation and application, are strictly adhered to.

The total application rate is as specified by the manufacturer, or 0,90 litres per square meter, whichever is the greater.

In the case of concrete surfaces with run-off problems, it may be necessary to apply more than one coat of membrane forming curing compound, to obtain the specified total or cumulative application rate.

When the wind velocity exceeds 5 m/s and/or the ambient temperature is above 25°C and/or the relative humidity is below 60%, the initial 24 hour curing of concrete surfaces not covered by formwork is carried out by ponding, covering with constantly wetted sand or mats, or continuous spraying in accordance with SANS 1200 G, unless otherwise permitted by the *Supervisor*.

Concrete Surfaces: All exposed concrete surfaces have a neat, smooth, even and uniform finish, free from any honeycombing and blow holes.

- **Concrete placing Acceptance of aggregates:** The *Contractor* shall submit 40 kg samples for acceptance at least six weeks before concrete construction is commenced. No aggregate is delivered for use in the *works* until the *Supervisor* gives acceptance. In addition, evidence of compliance of the aggregates with the requirements is furnished at least four weeks before concreting commences.
- **Compaction of Concrete:** The *Supervisor* approves the methods used to vibrate the concrete. The vibrating is done with care and in such a manner as to avoid displacement of reinforcement, tendons or ducts.
- **Removal of Excess Mortar:** After concrete is brought to the correct level and struck off, the surface is smoothed by means of a Steel- or wood-float. The thickness of the mortar cover over particles of coarse aggregate is then measured by light scraping of a few representative areas. If this thickness exceeds 1,5 mm, the surplus mortar is removed by scraping with a rubber-edged squeegee approximately 750 mm wide.

Final Finishing:

Where specified, this operation is performed only:

- After bleeding of the concrete has ceased and
- After bleed water has evaporated or has been removed from the surface of the concrete, and the concrete has stiffened appreciably (to the extent that a footprint will barely show).

Allowance is, therefore, made for a delay period of two to three hours or more, especially in cold weather, after bull nosing or wood floating, before finishing operations can start.

Troweling continues at intervals until an even surface with a slightly matt texture is obtained.

4.3.14.9 Documentation for control of concreting operations (1200G: 5.5.15)

In addition to the requirements of 1200G, clause 5.5.15, two specific documents are used to assist in the control of concreting operations.

- The concrete pour release certificate is completed by the *Contractor's* agent prior to any checking of formwork and reinforcement by the *Supervisor*. Only after the *Contractor's* agent has personally checked all aspects of the shuttering and reinforcement and levelling the document in the relevant spaces, is it submitted to the *Supervisor*.
- The concrete placing record: The *Contractor* maintains the following daily records for every part of the concrete structure and makes these available at all times during the progress of the work for inspection by the *Supervisor*: -
 - The date and times during which concrete is placed.
 - Identification of the part of the structure in which the concrete is placed.
 - The mix proportions and specified strength.
 - The type and brand of cement.
 - The slump of the concrete.
 - The identifying marks of test cubes made.
 - Curing procedure applied to concrete placed.
 - The times when shuttering is stripped, and props are removed.
 - The date of dispatch of the cubes to the testing laboratory.
 - The test results.
 - Weather Conditions

The records are delivered to the *Supervisor* each week except in the case of sub-standard concrete when the *Supervisor* is informed immediately.

4.3.14.10 Tolerances

Tolerances are within the limits listed in SANS 1200 G for degree of accuracy II, specified in clause 6, unless stated otherwise on drawings.

4.3.14.11 Joints

- Neoprene compression seal

The neoprene compression seal complies with the requirements of ASTM 1056, Type 2, Class B, Grade 2 or AASHTO T-42-84 Modified.

- Joint fillers

The *Contractor* furnishes details and specifications of joint fillers he proposes to use, for acceptance. Jointex or similar joint filler must be durable and non-extruding, composed of closed-cell expanded polyethylene and comply with AASHTO 153 modified as follows: -

Minimum density	25 kg/m ³
Load causing compression to 50% of volume	100 to 150 kPa
Minimum recovery after compression to 50% of volume	To 80% of original volume
Maximum water absorption after immersion of	3% by volume 28 days

Polystyrene joint fillers consist of closed-cell foam and have the following properties: -

Adequate rigidity for handling
Minimum density of 16 kg/m ³
An increase in density of not more than 1% when a cement slurry is rubbed into exposed surfaces.
An accuracy of ± 2 mm on specified thickness.
Dimensional stability at a temperature of 40° C.
Vaporization only when in contact with a flame
Compression to not less than 50% of its original thickness under a load not exceeding 240 kPa after saturation with cement slurry and curing for 14 days.

- Joint sealing

Preformed elastomeric compression joint seals: -

- Comply with SANS 1023 for Type 1 and 2 seals

Testing Material and Workmanship

4.3.15 Concrete

Before the start of any concrete work on the site, the *Contractor* supplies the *Supervisor* with a statement of the mix proportions which he proposes to use, and the target strength for each grade of concrete.

All testing shall conform to the relevant clauses in SANS 1200.

Where required, the two-point loading method of the flexural strength tests, as described in SANS Method 5864 (1994) is used.

4.3.16 Frequency of Sampling

Frequency of sampling and testing is as specified in SANS 1200 G, Sections 7.1 and 7.2, subject to the testing of:

- A set of six cubes must be made for every pour of concrete poured on a specific day, 3 of the cubes must be tested at seven days, and the balance must be available for testing at 28 days to ensure strength results are achieved. Cube tests to be done by independent laboratory and accepted by the *Supervisor*.

4.3.17 Acceptance criteria are as specified in SANS 1200 G, section 7.3. If the *Contractor* disputes test results on concrete cubes, the concrete represented by the cubes are considered acceptable if the *Contractor*, at his own cost, proves to the satisfaction of the *Supervisor* that the estimated actual strength of the cores taken from the structure, determined in accordance with SANS Method 5856 (SABS Standard Method SM 856), is not less than the specified strength.

If the strength of concrete fails to meet the acceptance criteria stipulated, the *Supervisor* may in his sole discretion, and in addition to the options listed in SANS Method 5864 and 5856: -

- Accept the concrete subject to approved remedial measures being undertaken by the *Contractor* or
- Permit the concrete to remain subject to the payment of a penalty.

The penalty is determined as follows: -erratic

- $\text{Penalty} = V \times R \times F$

- V = Volume of concrete of unsatisfactory strength represented by the test result.

- R = Relevant schedule rate.

- $F = 1 - \sqrt{\frac{\text{Average strength of unsatisfactory concrete}}{\text{Specified strength} + 6 \text{ MPa}}}$

Where the relevant scheduled rate (R) includes the cost of formwork or

- $F = 1 - \frac{\text{Average strength of unsatisfactory concrete}}{\text{Specified strength} + 6 \text{ MPa}}$

Where the relevant scheduled rate (R) excludes the cost of formwork or where no formwork was involved.

4.3.18 Prior to construction start, the *Contractor* should plan the complete construction and erection sequence, as per the *Works Information*.

The planning process for construction sequence should be documented as part of the work method statement. The following should be taken into account

- Establish site limitations.
- Local street access for plant machinery and cranes
- Casting Sequence
- Overhead obstructions including overhead powerlines
- Proximity to railway and roadway
- Requirements for road and railway occupation or use
- Temporary *works*
- Applicable authorities' regulations
- Height access and safe working platforms
- Occupational health and safety requirements for maximum work and rest periods

- Contingency plan for worst case scenarios
- Erection stages providing flexibility to promptly discontinue *works* if required
- Site emergency planning and notification to relevant local authorities
- Work Plan for working near or over water and rail

The *Contractor* should submit a construction method statement and detailed construction sequence to the Engineer for acceptance.

4.3.5 List of Structural Drawings

FBS	DISCIP	DRAWING No.	DESCRIPTION	SCALE	PRINT SIZE
000	S	RCB ENG 8158-1-000-S-DE-0001-01-1	Slab Detail Layout	1:50	A1

4.4 Electrical Works

4.4.1 Governing Codes Standards and Specifications

SANS Standards

All Design's undertaken, Plant's and Materials supplied, Equipment's to be used by the *Contractor*, in agreement with the *Employer*, with the intention to execute the *works* detailed in this document, shall comply as a minimum, to the requirements of the SANS/IEC standards listed in the table below. Where reference is made to a standard, the reference shall be taken to mean the latest edition of the standard, supplements and revisions thereto.

Standard No.	Description
SANS 32/SANS121	Hot Dip Zinc (galvanised) Coatings
SANS 156	Moulded-case circuit-breakers
SANS 767 - 1	Fixed earth leakage protection circuit-breakers
SANS 780	Distribution Transformers
SANS 950	Unplasticized chloride rigid conduit and fittings for use in electrical installations
SANS 1063	Earth rods, couplers and connections
SANS 1085	Wall outlet boxes for the enclosure of electrical accessories
SANS 1091	National colour standards for paint
SANS 1213	Mechanical cable glands
SANS 1279	Floodlight Luminaires

SANS 1433 - 1	Electrical terminals and connectors Part 1 terminal blocks having screw and screw less terminals
SANS 1433 - 2	Electrical terminals and connectors Part 2: Flat push-on connector
SANS 1507 (part 1 – 4)	Electric cables with extruded solid dielectric insulation for fixed installations (300/500 V to 1900/3300V) Part 1 - 4
SANS 1777	Photoelectric control units for lighting (PECUs)
SANS 10199	The design and installation of earth electrodes
SANS 60439 - 2	Low-voltage switchgear and controlgear assemblies Part 2: Particular requirements for bus bar trunking systems (busways)
SANS 60669 - 2 - 1	Switches for household and similar fixed electrical installations Part 2-1: Particular requirements - Electronic switches
SANS 60669 - 2 - 4	Switches for household and similar fixed electrical installations Part 2-4: Particular requirements - Isolating switches
SANS 60947 - 7 - 1	Low Voltage Switchgear and Controlgear Part 7 – 1: Ancillary equipment – Terminal blocks for copper conductors
IEC 60998 - 2 - 1	Connecting devices for low-voltage circuits for household and similar purposes Part 2-1: Particular requirements for connecting devices as separate entities with screw-type clamping units
IEC 61643 - 1	Low-voltage surge protective devices Part 1: Surge protective devices connected to low-voltage power distribution systems - Requirements and tests

Codes of Practice

All Design's, Construction *works* (i.e excavation), installation *works* to be undertaken by the *Contractor*, in agreement with the *Employer*, with the intention to execute the *works* detailed in this document, and shall adhere to as a minimum, the requirements of the Codes of Practice listed in the table below. Where reference is made to a Code of Practice, the reference shall be taken to mean the latest edition of the Code of Practice, including latest amendments, supplements and revisions thereto.

Standard No.	Description
OHS Act 1993	Occupational Health and Safety Act (Electrical Installation regulations)
SANS 10142-1	Code of Practice for the Wiring of Premises Part 1 Low Voltage Installations.
SANS 10389-1	Exterior lighting Part 1: Artificial lighting of exterior areas for work and safety

SANS 10389-2	Exterior lighting Part 2: Exterior security lighting
SANS 10389-3	Exterior lighting Part 3: Guide on the limitation of the effects of obtrusive light from outdoor lighting installations
SANS 10114-1	Interior Lighting Part 1 The artificial lighting of Interiors
SANS 10114-2	Interior Lighting Part 2
SANS 10313	Code of Practice for protection of buildings against lightning

4.4.2 Transnet Specifications

All Design's undertaken, Plant's and Materials supplied by the *Contractor* in agreement with the *Employer*, with the intention to execute the *works* detailed in this document, shall comply in general with all associated Transnet Specifications listed below. It is understood that Transnet Specification requirements are more stringent than the SANS requirements, the *Contractor* is required to fully comply with the Transnet Specifications. In the case where SANS is stringent than Transnet Standard, the *Contractor* shall comply with SANS. The specifications can be found on Annexures F-I of the *Works Information*.

Specification No.	Description
Annexure F: TPD-001-EL&PSPEC	Technical specification for electrical installations to building other than dwelling houses
Annexure G: TPD-002-DBSPEC	Technical specification for low voltage distribution boards
Annexure H: TPD-004-EARTHINGSPEC	Technical specification for earthing and the protection of buildings and structures against lightning.
Annexure I: TPD-003-CABLESPEC	Technical specification for the supply and installation of medium voltage and low voltage electrical cables

4.4.3 Plant and Service Condition

All Plant and associates to be supplied by the *Contractor* shall be designed and rated for continuous operation under the following conditions:

- Altitude: 0 to 1800m above Sea Level.
- Ambient temperature: -5°C to +40°C (daily average +35°C)
- Relative humidity: As high as 96%
- Lightning conditions: Severe, with a maximum lightning ground flash density of 7 flashes per km² per annum
- Atmosphere: Salt laden and corrosive industrial chemical and dust laden nature. Frequent heavy rains driven by wind reaching speeds of 100 Km/h and above

4.4.4 Electrical Conditions

Low Voltage System

The Low Voltage system of supply will be three phase, 4 – wire system, 50Hz alternating current (AC) at a nominal voltage of 400V.

The voltage may vary within the range of 95% to 105% of the nominal and all equipment installed shall be suitably rated.

4.4.5 Scope of Works

This *works information* shall be read in conjunction with the drawings listed in section 5.1 and SANS listed in section 4.4.1.

All *works* to be carried out shall be performed with full adherence to safe practice of electrical installations as stipulated in SANS 10142-1, SANS 10142-2 and OHS Act 85 of 1993 (Electrical Installation Regulations).

4.4.6 Interior Works

4.4.6.1 Removal of the Existing Infrastructure

The *Contractor* shall decommission and remove the existing electrical infrastructure that may not be reused and transport to TNPA depot within 5km radius. The main incomer cable decommissioning shall be advised by *Employer's* Engineer.

4.4.6.2 Low Voltage Switchboard

The *Contractor* shall design, construct, supply, deliver, offload, install and commission the Low Voltage Distribution Board. The Distribution Board shall be installed in the position as indicated in the Electrical drawing. The distribution board shall be wall recessed, made of 3CR12 type material with a thickness of 1.6mm, Form type 2A, IP20 and paint type shall be powder coated at 40 microns as shown in the Electrical drawing. The *Contractor* shall conform to the paint colours indicated in the Electrical drawing. The distribution board shall be top cable entry to allow ease access of outgoing cables to loads through the cable wireways in the ceiling and surface mounted where needed.

The Main Distribution Board shall contain the following signage;

- Name of the Distribution Board as indicated in the Electrical drawing. ("Board Room Distribution Board").
- Naming of the Distribution Board
- The rated Voltage level of the Distribution Board
- The rated Short Circuit Current in all different sections of the distribution board
- The rated current in different sections of the distribution board
- Description of circuits fed by the associated circuit breaker as indicated in the Electrical drawing.
- Full description of the type of cable (Copper PVC insulated ECC, SWA), the size in mm² of the cable terminated in the associated circuit breaker and the cable run length to the load.
- Danger sign in all sections of the Distribution board.

4.4.6.3 Lighting

The *Contractor* shall supply, deliver, offload and install recessed and surface mounted luminaires as shown in the Electrical drawing.

The *Contractor* shall supply, deliver and install 16A single lever light switches, similar or equal approved to Legrand Arteor as shown in the Electrical drawing. The light switches shall be installed on 4x2 PVC boxes.

The *Contractor* shall supply, deliver and install 16A single lever two way light switches, similar or equal approved to Legrand Arteor as shown in the Electrical drawing. The light switches shall be installed on 4x2 PVC boxes.

The *Contractor* shall supply, deliver and install similar or equal approved to Schneider occupancy sensors as shown in the Electrical drawing. The sensors shall be recessed into the ceiling using a ceiling mounted adapter plate to secure the sensors. The time delay DIP switch setting on the occupancy sensors shall be set at thirty (30) minutes.

The *Contractor* shall design, supply, deliver and install SABS approved, 25mm outer diameter, PVC conduit flush mounted in the wall. The PVC conduit shall be used as wireways, linking all flush mounted PVC boxes to the distribution board and luminaires. All necessary accessories such as fasteners, bends, junction boxes, adaptors, etc shall be included to ensure a safe neat link for the conduit system.

The *Contractor* shall supply, deliver, offload and install SABS approved PVC insulated house wire for all lighting circuits as shown in the Electrical drawing. The PVC insulated wire shall comply with Transnet specification TPD-003-CABLESPEC.

4.4.6.4 Switched Socket Outlets

The *Contractor* shall supply, deliver, offload, install similar or equal approved to Mild Steel O-Line MS3 Multiskirt black power skirting, one compartment shall be dedicate to Electrical and the other to Data/communications. The power skirting shall be supplied with all fastening accessories such as screws, and also end covers. The power skirting shall be installed in the position as indicated in the Electrical drawing. The *Contractor* shall supply, deliver and install 16A single, dedicated and non-dedicated switched socket outlets (similar or equal approved to Legrand Arteor) as shown in the Electrical drawing. The socket outlets shall be installed on the power skirting.

The *Contractor* shall supply, deliver and install 16A double, and 16A single flush mount (including weather proof), switched socket outlets (similar or equal approved to Legrand Arteor) as shown in the Electrical drawing. The socket outlets shall be installed 300mm and 1350mm above floor level as shown in the Electrical drawing.

The *Contractor* shall supply, deliver and install 16A single dedicated socket outlet mounted into the ceiling for Wifi connection (similar or equal approved to Legrand Arteor) as shown in the C&I drawing.

The *Contractor* shall supply, deliver and install 4x4 and 4x2 flush boxes complete with blanks and LAN (RJ45) outlets. These flush boxes shall be installed for the access control equipment (namely, break-glass units, proximity readers, key switches, and LAN points installed 1.6m above floor level). Some LAN outlets to be installed on the power skirting. The LAN points on the desk.

The *Contractor* shall design, supply, deliver and install SABS approved, 25mm outer diameter, PVC conduits flush mounted in the wall and floor. The PVC conduit shall be used as a wireway, linking all switched socket to the distribution board. All necessary accessories shall be included to ensure a safe neat link for the conduit system.

The *Contractor* shall supply and deliver 3x32mm diameter PVC sleeves pipe in wall from ceiling to power skirting. The conduit shall be used as a wire way system to provide a path for data wires to connect from the power skirting to the data swing frame panel, it shall be used as electrical and mechanical wire way. The conduit wire way system shall be flush mount in the wall. All necessary accessories such as fasteners, bends, junction boxes, adaptors, etc shall be included to ensure a safe neat link for the conduit system.

The *Contractor* shall supply, deliver, offload and install SABS approved PVC insulated house wire for all socket outlet circuits as shown in the Electrical drawing. The PVC insulated wire shall comply with Transnet specification TPD-003-CABLESPEC. The PVC insulated house wire shall be installed in conduit and trunking.

4.4.6.5 Isolator

The *Contractor* shall allow for the supply, deliver, offload and install flush mount, single phase, three phase, similar or equal approved to Legrand switched disconnectors (isolators) for Mechanical Loads. The isolators shall be installed at various heights as shown in the Mechanical drawing.

The *Contractor* shall also supply, deliver, offload and install similar or equal approved to Legrand weatherproof, single phase and three phase switched disconnectors (isolators) for outdoor Mechanical Loads. The mounting positions of isolators to be determined on site.

The *Contractor* shall supply, deliver and install SABS approved, 25mm outer diameter and 32mm outer diameter, PVC conduits flush mounted in the wall and running above the ceiling. The PVC conduit shall be used as a wireway, linking all isolators to the distribution board. All necessary accessories such as fasteners, bends, junction boxes, adaptors, etc shall be included to ensure a safe neat link for the conduit system.

The *Contractor* shall supply, deliver, offload and install SABS approved PVC insulated house wire for all isolator circuits as shown in the Mechanical drawing. The PVC insulated wire shall comply with Transnet specification TPD-003-CABLESPEC. The PVC insulated house wire shall be installed in conduit.

4.4.6.6 Building Exterior Lighting

The *Contractor* shall supply, deliver and install LED luminaires, similar or equal approved to Black BEKA Series 30 Bulkhead, surface mount, with IP65 rating as shown in the Electrical drawing.

The *Contractor* shall supply, deliver and install 1 x daylight level sensor switch, similar or equal approved to National Daylight level switch, installed in a weatherproof York box (IP 65) with a window, position to be determined on site.

The *Contractor* shall design, supply, deliver and install SABS approved, 25mm outer diameter, PVC conduit flush mounted in the wall. The PVC conduit shall be used as a wireway, linking all flush mounted round PVC boxes to the photocell, distribution board and luminaires. All necessary accessories such as fasteners, bends, junction boxes, adaptors, etc shall be included to ensure a safe neat link for the conduit system.

The *Contractor* shall supply, deliver, offload and install SABS approved PVC insulated house wire for all exterior lighting circuits as shown in the Electrical drawing. The PVC insulated wire shall comply with Transnet specification TPD-003-CABLESPEC. The wire shall be installed in the conduit system.

4.4.6.7 Earthing

The *Contractor* shall supply, deliver, offload and install an earthing system to tie into the existing. The earth bar configuration system shall be inclusive of but not limited to all bars, bolts, nuts, spring washer and the crimp lug. All abrasive materials used shall be stainless steel.

The *Contractor* shall verify the existing earthing, however design supply, deliver, offload and install a suitable earthing system to Distribution Board if not compliant to SANS 10313 and TDP-004 EARTHSPEC.

4.4.6.8 Testing and Commissioning the Entire Installation

The *Contractor* shall conduct a Factory Acceptance Test (FAT) for all Plant's to be installed as part of the Works to be executed in this Contract prior to delivery to site. The FAT shall be conducted in the presence of the *Employer's* Engineer. The legal transfer of ownership from the

Plant's supplier to the *Contractor* shall be held by the *Contractor* until the Plant is fully installed, tested commissioned on the *Employer's* designated site.

The *Contractor* shall conduct a Site Acceptance Test (SAT) for all Plant's supplied, offloaded and delivered to the designated *Employer's* site. The SAT shall be conducted in the presence of the *Employer's* Engineer. The legal transfer of ownership from the Plant's supplier to the *Contractor* shall be held by the *Contractor* until the Plant is fully installed, tested commissioned on the *Employer's* designated site.

The *Contractor* shall test the entire installation, including but not limited to the LV installation and the lighting installation as per SANS 10142-1 and hand over all relevant test certificates to the *Employers* Project Manager for acceptance. The *Contractor* shall hand over LV certificate of compliance as per the OHS Act of 85 and SANS 10142-1 and SANS1042-2 for the installations.

4.4.7 List of Electrical Drawings

FBS	DISCIP	DRAWING No.	DESCRIPTION	SCALE	PRINT SIZE
000	E	RCB ENG 8158-1-000-E-LA-0001-1	Power and Lighting Layout	1:100	A0

4.5 Mechanical Works

4.5.1 Governing Codes Standards and Specifications

4.5.1.1 The *Contractor* shall inform themselves with local site conditions such as safety requirements, access area available on site, type of ground, space available for on-site fabrication, storage, transport, loading and unloading facilities, scaffolding, tackles, and tools needed, as no claims by the *Contractor*, which may arise from ignorance of the site conditions, shall be considered.

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.

All equipment and material shall comply with the relevant National or International standard specifications. Where equipment does not comply, it shall be submitted to the TNPA mechanical engineer for approval prior to installation.

All installation, testing and termination must be approved by the TNPA Engineer prior to commissioning.

4.5.1.2 Specifications

The design shall be undertaken using the latest revision of applicable SANS and other relevant standard specifications. The *Contractor* shall employ a registered Professional Engineer to review and sign off all design documents and drawings submitted to the *Employer* for acceptance. The design shall be such that it is built by others to satisfy the functional and serviceability

requirements and be cost-effective and safe. Sound Engineering judgment shall be exercised in applying these criteria to the system and its components. The *Contractor* shall communicate with the *Employer* to coordinate all designs.

The following publications and specifications (latest edition) shall apply:

SANS 10400	The Application of the National Building Regulations
SANS 10400-T	Fire Protection
SANS 10400-W	Fire Installation
SANS 10400-O	Lighting and Ventilation
SANS 10400-XA	Energy Usage in Buildings
SANS 50054-1	Fire Detection and Fire Alarm Systems
SANS 10139	Code of practice for design, installation, commissioning and maintenance of fire detection and alarm systems in non-domestic premises
SANS 193	Dampers Installation and Testing
EN 15650	Duct Mounted Fire Dampers
SANS 1424	Filters for Use in Air-Conditioning and General Ventilation
SANS 1238	Air Conditioning Ductwork
SANS 10173	The Installation, Testing, and Balancing of Air Conditioning Ductwork
SANS 10147	Refrigerating Systems, Including Plants Associated with Air-Conditioning Systems
SANS 10252	Water Supply and Drainage for Buildings
ASHRAE 55	Thermal Environmental Conditions for Human Occupancy
ASHRAE 62.1	Ventilation for Acceptable Indoor Air Quality
ASHRAE 90.1	Energy Standard for Buildings Except Low-Rise Residential Buildings
ASHRAE 2013	Handbook of Fundamentals
ASHRAE 2012	Handbook HVAC Systems and Equipment
ASHRAE 2011	Handbook HVAC Applications
Occupational Health and Safety Act 85 of 1993.	
The S.A. National Building Regulations and Building Standards Act. (Act 103 of 1977).	
South African National Standards and Codes of Practice.	
IEC Standards and Recommendations.	
International Standards and Codes – ISO, DIN, BS, ASME, ASCE, ANSI, ASTM, EU, NFPA.	
The local, provincial or S.A. Government laws in force at the time.	
Construction Regulations 2014	
National Heritage Resource Act (Act 25 of 1999)	

4.5.1.3 Materials and Workmanship

- The *Contractor* shall ensure all materials shall be of the quality specified and the *Contractor* shall, furnish proof that the materials are of the specified quality. The Engineer is not responsible for Quality Assurance on behalf of The *Contractor* but shall be entitled to condemn unsatisfactory work.
- The *Contractor* shall ensure all materials and equipment used for the installations shall be new and undamaged. The *Contractor* shall, if requested by the Project Manager, provide samples of material and Plant for approval. If judged necessary by the Project Manager, such samples may only be returned after the completion of the installation, to ensure that the quality of the installed product is the same as that of the approved sample
- Material for which a SABS specification exists, shall be in accordance with such a specification, and shall bear the SABS mark.
- All fire protection Plant used shall originate from suppliers which have been certified in accordance with SABS ISO 9001 (ISO 9001) or SABS ISO 9002 (ISO 9002) for Quality assurance. Copies of certificates of approval shall be provided by the tenderers with their tenders. Plant designed to BS 5446, Fire systems for residential premises, or similar other standards, are not acceptable.

4.5.1.4 Design and Drawings

- The *Contractor* shall ensure all Plant is positioned and installed in such a way as to ensure proper access for service and maintenance.
- The *Contractor* shall ensure that all control panels, wiring and components of the electrical installation comply with all application safety codes standards and regulations. All electrical *works* associated with the mechanical plant shall comply with the requirements of electrical *works* detailed in this document.
- The *Contractor* shall ensure the designs must be cost effective and energy efficient.
- The *Contractor* shall furnish details of any Plant that is other than, or different to, that specified by the *Employer's* Engineers, to the *Supervisor* for Approval by the *Employer's* Engineers. The *Contractor* is prohibited from installing said without the required prior authorization from the *Employer's* Engineers. The approval shall only apply to the selection of the type of Plant and in doing so, the *Employer's* Engineers assume no responsibility or accountability for the proper functionality of Plant or associated systems designed by the *Contractor* in any way whatsoever.

The *Contractor* shall ensure All design calculations and simulations shall be submitted to the Project Manager for acceptance by the *Employer's* Engineer together with the workshop Drawings. The drawings shall be submitted in PDF as well as DWG formats for all submissions. The *Contractor* shall price in the *works* for the submission of the calculations and drawings as well as schedule the time for acceptance of all designs and approval of plant type (should there be any deviation from the specifications).

4.5.1.5 Plant Support, Bases and Foundations

- The *Contractor* shall design all foundations required for mechanical Plant as per the recommendations of the Plant suppliers and to comply with the requirements of the *Works Information* and Technical Specifications.
- The *Contractor* shall design supports, stands, hangers, and suspended platforms for equipment, tanks or other Plant as required.
- The *Contractor* shall design bases and plinths for all items of plant to comply with the requirements as specified in this document.

- The *Contractor* shall ensure that all designs of foundations, bases and plinths are compatible with the type of floor designed by the Structural Engineers and be able to tie into the floor to provide a continuous surface.

4.5.1.6 Workshop Drawings

The *Contractor* shall ensure Preparation of complete workshop drawings is the responsibility of the *Contractor*. The *Contractor* shall submit all workshop drawings for acceptance prior to any materials being ordered. The workshop drawings must be prepared based on:

- The *Contractor* shall ensure the latest Architect's, Structural Engineer's, Civil Engineer's and Electrical Engineer's drawings regarding co-ordination, layout, and design.
- The *Contractor* shall make use of the actual Plant offered in the Tender and Approved by the Project Manager. No work may be put in hand before the relevant workshop drawings have been reviewed by the Project Manager for acceptance. The *Employer's* responsibility in this regard is limited to checking conformance with the *works* information and co-ordination with other disciplines where necessary. This does not absolve the *Contractor* of any responsibility in terms of the contract or for errors or omissions in the shop drawings. Comments, amendments, or corrections of shop drawings are not intended to cause any variation in the cost of the work, and
- The *Contractor* shall include time in the schedule for acceptance of workshop drawings and Approval of Plant by the *Employer*. All workshop drawings submitted shall be signed by an ECSA registered Professional Engineer.
- The workshop drawings shall include but not be limited to the following:
 - P&ID showing the entire system layout and plant details.
 - Detailed drawings of all plant.
 - Plant Specifications, including fixing details and materials.
 - Piping schedules.
 - Detailed piping drawings, including joint details and positions.
 - Welding schedules and weld maps (if applicable).
 - Foundation, Plinth and Base details of all plant.
 - Corrosion protection specifications for all plant and materials.
 - Cable schedules; and
 - General arrangement drawings and component lists for electrical and controls *works* associated with the mechanical Plant.

4.5.1.7 Builders Work Drawings

Openings

- The *Contractor* shall show all openings and other finishes on layout drawings in such a way as to constitute a clear instruction to others.

Plant Foundations, Bases and Plinths

- The *Contractor* shall be responsible for providing detailed Builder's Work drawings for all foundations, plinths, and plant bases as per the manufacturer's recommendations for the Plant selected.

Noise and Attenuation

- In respect of noise control and attenuation, the *Contractor* shall be responsible for the selection, supply and installation of all sound attenuators, spring mounts, mass bases, flexible connections, spring hangers, etc. as required by the *Contractor's* detailed design to comply with all relevant SANS standards and the OHS Act.
- The *Contractor* shall ensure that where ducts and pipes pass through concrete, brick or other structural members and finishes, this is achieved without transmission of noise and vibration.

4.5.1.8 Responsibilities of the *Contractor*

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

4.5.1.9 Storage of Plant and Materials

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

4.5.1.10 Protection of the Works

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

4.5.1.11 Weather Proofing

- All outdoor Plant shall be weatherproof and corrosion resistant including minor items such as screws fixers, brackets, etc.
- The IP rating for waterproofing of all Plant must be accepted by the Project Manager.
- In addition to the above mentioned, The *Contractor* may comment on aspects of the *Employer's* design with a view to improvement or cost saving but must draw to the attention of the Engineer any aspect of the design which in his view is not appropriate. The final decision and responsibility rests with the Engineer.

4.5.1.12 Service Conditions

- The Plant and Material shall be designed and rated for continuous operation under the following conditions.
- Ambient/Environment Conditions:
- All Plant and Material offered shall be rated for continuous operation under the following conditions:

4.5.1.13 External Conditions

Summer ambient	: 40 °C DB Maximum
Winter ambient	: -3 °C Minimum
Humidity	: as high as 86%
Altitude	: 0-1800m above sea level
Lightning conditions	Severe, with a maximum lightning ground flash density of 2.0 lashes per km ² per annum
Atmosphere	Atmosphere will be of a highly saline and dust-laden nature

4.5.1.13 Internal Conditions

Summer : 22.5 °C Dry bulb – 55 % Relative Humidity

Winter : 22.5 °C Dry bulb – 55 % Relative Humidity

4.5.1.14 Noise Levels

Maximum noise levels caused by the operation of items of Plant shall comply with the OHS Act 85 of 1993 and all other regulations.

The SI ("Le Systeme International d' Unites") – Metric System of Units shall apply. Refer to SANS – M33A: The International Metric System: Guide to the use of the SI in South Africa.

The *Contractor* shall additionally read the *Engineering Works Information* for the mechanical works in conjunction to this with the Specifications provided separately in the annexures.

4.5.1.15 Technical Specification

The *Contractor's* designs, plant procured, and construction works shall be completed to meet the requirements specified in the technical specification documents. The following technical specification will be provided to the *Contractor*: Annexures I and J.

Description		
Document No.	Rev.	Description
RCB-ENG-8158-1-000--M-SP-0001		Technical Specification for Supply, Delivery, Installation, Testing and Commissioning of Heating, Ventilation, and Air Conditioning (HVAC) System
RCB-ENG-8158-1-000--M-SP-0002		Technical Specification for Supply, Delivery, Installation, Testing and Commissioning of Fire Detection System and Fire Suppression System

4.5.1.16 Testing and Commissioning of the Works

- 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.
- Each system and item of major equipment is thoroughly checked using an accepted pre-commissioning check list.
- Functionality is checked for all items under no load conditions.
- Once all checks are complete and functionality confirmed, the system is started under test conditions and then put into operation
- *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.
- The *Contractor* shall invite the *Employers* Engineer for all testing and commissioning activities at least 2 weeks prior to the start of the activities. the *Employers* engineer must be present for all testing and commissioning activities.

4.5.2 Scope of Works

- Complete review of the existing drawings for the building
- Physical Assessment/evaluation of the existing building's HVAC, fire detection, and fire protection systems (Portable fire suppression equipment, Fire and emergency signage and evacuation plans). The *Contractor* shall be responsible for the detailed plan and removal of all items that shall be replaced by the new designs.
- Detailed design of the control system for shutting down of HVAC equipment when a fire is detected. The activation of the fire detection system shall shut down all HVAC equipment to ensure fire is not spread throughout the building.
- The *Contractor's* scope shall include the design and installation of all supporting infrastructure required for all mechanical *works*. Including but not limited to all structural supports for the HVAC, fire systems, thrust blocks, and anchoring down supports for the pipeline or bridges, plant bases or plinths, plant supports and fixings for all equipment of the mechanical systems.
- The *Contractor* shall ensure all painting and corrosion protection is designed to comply with the SANS codes, Transnet standards and to meet the environmental conditions.
- All electrical infrastructure such as all control and actuation systems; MCC panels and Electrical Distribution Boards required for the mechanical Plant; and Electrical work including connection to power isolators, wiring between switchboards, unit mounted sensors, control devices, etc. and wiring between controllers and remote sensors, remote set point adjusters, etc. required for the correct working of the systems shall form part of the scope of the *Contractor*.
- The *Contractor* shall provide ECSA approved drawings for all systems that they have designed. The drawings shall be accompanied by all calculations and all drawings shall be provided in both PDF and DWG format. The *Contractor* shall provide workshop drawings for approval prior to ordering of plant and materials.
- The *Contractor* shall supply, construct, test, commission, and hand over, in complete working order, the Air Conditioning, Ventilation, Portable and fixed Fire Suppression Equipment, Fire and emergency signage, Fire detection, controls and electrical plant as well as all other systems and plant required as per the accepted designs.
- The *Contractor* shall provide a complete set of as-built drawings comprising of the existing as well as new plant and systems in the building. This shall include but not be limited to the Air

Conditioning, Ventilation, Portable and fixed Fire Suppression Equipment, Fire and emergency signage, Fire detection, controls, and electrical plant.

- The *Contractor* shall ensure all drawings mentioned in the *Works Information*, be supplied to the *Employer*, in both PDF a native DWG format for use on AutoCAD software.
- The *Contractor* shall provide a detailed testing and commissioning plan including all FAT, SAT and Commissioning tests and activities prior to the commencement of any testing activities.
- The *Contractor* shall test and commission the systems in line with the guidelines as per the *Works Information* as well as the manufacturer's requirements, and industry best practices.
- The *Contractor* shall provide 3 hard copies and 2 soft copies (On a USB 64gb Flash drive) of the Operation and Maintenance manuals that will include, but not be limited to, quality certificates and tests conducted during fabrication and installation, all FAT and SAT tests conducted, all commissioning documentation, detailed as built drawings and technical specifications of all plant and systems, operation methodologies and information, maintenance methodologies and information and details of spares and replacement components.
- The *Contractor* shall guarantee all installations and equipment for twelve (12) months after "practical completion" date of the completed installation, or sections thereof. This is the date confirmed in writing by the Project Manager.

4.5.3 List of Mechanical Drawings

FBS	DISCIP	DRAWING No.	DESCRIPTION	SCALE	PRINT SIZE
000	M	RCB-ENG 8158 -1-000-M-LA-0002-1	Proposed HVAC Layout	1:50	A0
000	M	RCB-ENG 8158 -1-000-M-LA-0001-1	Proposed HVAC Layout	1:50	A0
000	M	RCB-ENG 8158 -1-000-M-LA-0001-1	Fire Detection and Suppression System	1:50	A0

4.6 Process control and IT works

4.6.1 The control and instrumentation (C&I) scope for this project will make provision for security systems, and ICT. These systems are to be interfaced with the Bayvue Centre existing security and ICT systems.

4.6.2 The engineering scope and requirements shall include but not limited to the design, supply, deliver, installation, integrating, and commissioning of the following:

- Provision of Access Control System
- Provision of closed-circuit television (CCTV)
- Provision of ICT local area network (LAN) points and Wi-Fi

4.6.3 ICT

4.6.3.1 System Design Requirements

General

- The ICT system shall facilitate:
- Where applicable, office automation (boardroom automation)
- The ICT data network shall connect to Transnet National Port Authority (TNPA) corporate network.
- Multi-functional devices (MFD) shall be cabled to the ICT infrastructure network. The MFD shall have 2 data connections.
- The ICT equipment shall be protected from physical and environmental threats in accordance with Transnet ICT Physical and Environmental Security Standard.
- The design and deployment of hosts on the Transnet network shall conform to the Transnet Network Security Standard.

Wired Network

- Network wiring shall comply with EIA/TIA-568.
- Separation from electrical wiring and pathways shall be according to EIA/TIA-569
- Ethernet Cable (RJ 45) shall be connected to an existing Hub Ethernet port
- The Wi-Fi Access Points shall be installed where required
- The Wi-Fi Access Points shall be powered through power over ethernet (PoE)

Video and Teleconferencing

- To provide for Digital Signage system where required.

4.6.4 Security

The control and instrumentation (C&I) scope for this project will make provision for security systems, and ICT. These systems are to be interfaced with the Bayvue Centre existing security and ICT systems.

The engineering scope and requirements shall include but not limited to the design, supply, deliver, installation, integrating, and commissioning of the following:

- a. Access Control System
- b. Closed-circuit television (CCTV)

4.6.6.1 System Design Requirements

4.6.6.1.1 Access Control Systems

General

- Access control system portal hardware shall be selected based on TNPA physical security operational philosophies, threat level requirements and TNPA Security Building Specification.
- Provision for lockable access control door
- During power outages and emergency situations-controlled doors must unlock automatically and open. When power is restored, these shall reset back to normal operational positions.

Lockable Access Control Door

- Entry and exit biometric readers
- Break-glass unit for exit during emergency
- Door monitors embedded Maglock to lock and monitor door status

4.6.6.1.2 CCTV

General

- CCTV hardware and software shall be compatible equal to the existing system used at the building.
- Fixed position and fixed focus cameras shall be used in rooms that needs monitoring, and it is important that should an event occur it is viewed in real time or recorded.
- The equipment selection shall conform to Transnet ICT Equipment Standardization Specification.

Surveillance

- The indoor dome CCTV cameras shall produce sharp, detailed, and stable images on the monitor in sufficient detail to provide positive identification of individuals within the storage room under all conditions of light.
- The new indoor dome CCTV cameras shall be integrated to the existing security system
- Indoor dome CCTV cameras shall be monitored and controlled from an existing central control room.

4.6.7 List of Control and Instrumentation Drawings

FBS	DISCIP	DRAWING No.	DESCRIPTION	SCALE	PRINT SIZE
000	J	RCB-ENG 8158-1-000-J-LA-0001	Public Address Layout	1:50	A0
000	J	RCB-ENG-8158-1-000-J-LA-0002	ICT Layout	1:50	A0
000	J	RCB-ENG-8158-1-000-J-LA-0003	Security Layout	1:50	A0

5 List Of Drawings

5.1 Drawings issued by the *Employer*

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

Note: Some drawings may contain both *Works Information* and Site Information.

Drawing number	Revision	Title
RCB-ENG-8158-1-000-A-LA-0001-1		Finishes Plans
RCB-ENG-8158-1-000-A-LA-0002-1		Floor Layout Plan
RCB-ENG-8158-1-000-A-DE-0001-1		Sections & Elevations
RCB-ENG-8158-1-000-A-DE-0002-1		Window & Door Sch
RCB-ENG-8158-1-000-A-DE-0001-1		Table Details
RCB ENG 8158-1-000-S-DE-0001-01-1		Slab Details and Layout
RCB ENG 8158-1-000-E-LA-0001-1		Lighting and power layout
RCB-ENG 8158 -1-000-M-LA-0002-1		HVAC ELEVATIONS
RCB-ENG 8158 -1-000-M-LA-0001-1		HVAC LAYOUT
RCB-ENG 8158 -1-000-M-LA-0003-1		Fire Detection and Suppression Layout
RCB-ENG-8158-1-000-J-LA-0001-1		Public Address Layout
RCB-ENG 8158-1-000-J-LA-0002-1		ICT Layout
RCB-ENG 8158-1-000-J-LA-0003-1		Security Layout

SECTION 2

6 Management and start up

6.1 Management meetings

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:
Contract Progress (overall contract progress and feedback)	Every 2 weeks	Pioneer Centre Port of Richards Bay	<i>Project Manager, Engineering Manager, Site Supervisor, Planner, Document Controller</i> <i>Contractor Project Manager, CPM, Civil, Electrical, Mechanical Engineer/Technician</i>
Technical Meetings	Monthly	On-Site	<i>Project Manager, Engineering Manager, Site Supervisor, Quality Officer, Risk Officer, Document Controller, Planner</i> <i>Contractor Project Manager, Site Supervisor, H&S Practitioner, Quality Officer</i>
SHE Pre-mobilisation Meeting	Within 1 week prior to site establishment by <i>Contractor</i>	On-Site/ Pioneer Centre Port of Richards Bay	<i>Port Project Manager, Engineering Manager, Site Supervisor, Risk Officer, Document Controller, Environmental Officer</i> <i>Contractor Project Manager, Site Supervisor, H&S Practitioner, Quality Officer</i>
Stakeholder Engagement Meetings	Monthly	Pioneer Centre Port of Richards Bay	<i>Client, Project Manager, Engineering Manager, Planner, Document Controller</i> <i>Contractor's Project Manager and CPM</i>

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

All meetings are to be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or 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.

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.

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

- 6.2.1 The Document Management Office filing system will be utilized for the control of all relevant documentation. All documents will be delivered via document control with a proof of transmittal. Copies of all correspondence, specifications and drawings, contracts and agreements, data sheets, minutes of meetings, *Employers* agent instructions, invoices and payment certificates, access certificates, quality, and any variations, (compensation events or project change notices) will be filed and archived in the project folder by the Doc Controller. A document register will also be developed to capture incoming and outgoing documents. All documents issued to 3rd Party *Contractors* and to the *Employer* must be submitted through the *Employer's* Document Control Department.
- 6.2.2 The final documentation to be handed to TNPA which will be the property of TNPA is the designs, costings, specifications, drawings, tender documentation, and the feasibility study report. The documentation will be supplied in hard copy 2 of, in PDF format 2 CD's and in native electronic format 2 CD's.
- 6.2.3 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
- 6.2.4 The control, maintenance and handling of these documents will be the *Contractor's* sole responsibility and at its expense and managed with a suitable document control system. The *Contractor* Documentation Register should be submitted; Document Control will allocate the *Employer's* documentation numbers on the *Contractor* Documentation Register and return it to the *Contractor*.
- 6.2.5 A unique sequence number will be allocated to each document and remains the same for each submittal of that specific document. The *Contractor* shall use the *Employer's* document numbers and titles exactly as per the *Contractor* Documentation Register on all documentation submitted. Electronic file names for all documentation shall be exactly as per the *Employer's* documentation numbers, including the revision numbers. The format of these documents shall be in native format and/or PDF format and will be discussed further and confirmed at the kick-off meeting.
- 6.2.6 Each Supplier of documentation and data to the Project is responsible for ensuring that all documentation and data submitted conforms to the Project Standards and Data Quality requirements in terms of numbering, uniqueness, quality, accuracy, format, completeness and currency of information. Data not meeting the Project Standards and Data Quality requirements will be cause for rejection and returned to the *Contractor* for corrective action and re-submission. Should any change be made to documentation already submitted, then a revised document shall be issued to replace the outdated information.
- 6.2.7 The *Contractor* is to ensure that the latest versions of the required application software and a suitable 'IT' Infrastructure is in place to support the electronic transmission of documentation. Electronic files submitted to the Project 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 12
- 6.2.8 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 as outlined in the specified standards prior to awarding sub-orders.

- 6.2.9 Ownership of data, designs and documents – The parties agree that copyright in the data, design and documents shall, after payments by the *Employer* of the services to the *Contractor*, lie with the *Employer* subject to the *Employer's* indemnification against any claim from any party that may arise as a result of the *Employer's* use of such a document due to the *Contractor's* infringement of copyright.
- 6.2.10 All documents issued to 3rd party *Contractor* and the *Employer* should be submitted through the EPCM *Contractor's* document control department. Any contractual communication between TRANSNET and the *Contractors* shall be issued by the *Contractor* on behalf of TRANSNET. These communications shall be similarly recorded through the *Contractor's* document control department.
- 6.2.11 The documentation to be submitted for review shall be submitted on or before the dates specified on the Documentation Register under cover of the *Contractor's* Transmittal Note, and the Transmittal Note must state the purpose of the submission. Documentation for different purposes must be sent on separate transmittals. The *Contractor* shall note that documentation will be rejected if this requirement is not met.
- 6.2.12 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 rest solely with the *Contractor*.
- 6.2.13 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 hard copy shall be returned to the *Contractor* under cover of the *Project Manager's* Transmittal Note for revision or re-submittal as instructed.

The code resulting from the review is as follows, i.e.: -

Code C1 - "Proceed, No Exception Taken"

Code C2 – "Proceed, with Exceptions as Noted, Revise and Resubmit"

Code C3 – "Do Not Proceed, Revise as Noted and Resubmit"

Code C4 – "Information Only – Accepted as Submitted"

Code C5 (FN) – "Certified Final – No Further Submittal Required"

Code C6 (AB) – "Certified As-Built - No Further Submittal Required"

- 6.2.14 The *Contractor* shall allow the *Project Manager* 2 weeks to review and respond to the *Contractor's* submission of the documentation, i.e., from time of receipt to the time of dispatch. However, work shall proceed without delay in the event of the late return of the documentation by the *Project Manager* with prior notification in writing by the *Contractor*.
- 6.2.15 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 resubmittal.
- 6.2.16 All revised data shall be submitted by the *Contractor* in its entirety and shall reflect the revision control numbers and shall also indicate with documentation the revised documentation supersedes, if applicable. In the case of drawings every sheet has its own revision number and is revised as an individual document. In the case of the documents all sheets under cover of one document number shall be under the same revision number and be resubmitted, even if the revision is a minor one.

- 6.2.17 Upon completion of Contract Documentation Close-out checklist/criteria the *Project Manager* shall make arrangements for formal Hand-over. Hand-over shall be conducted as per the agreed and approved handover plan. In the event that no such plan exists the *Project Manager* shall formulate the hand-over criteria and the set of documentation required for such Hand-over. During the hand-over/ submission the *Contractor* shall submit: 2 x hard copies and Electronic version to document control or the *Projects Manager*.
- 6.2.18 Changes of any form to the scope shall follow the Change Management Process and be correctly communicated (through the project communication plan/process) to all disciplines and documented. All changes to the project shall be reviewed and evaluated for their impact to the project.

6.3 Safety risk management

- 6.3.1 The *Employer* has a strict Health and Safety policy.
- a) The *Contractor's* attention is directed to the TNPA SHE Specification for Construction, and in particular to his Health & Safety Management Plan, which must be submitted with his tender, as well as the requirements of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended and Regulations issued in terms thereof or un-repealed regulations issued in terms of the former Act no. 6 of 1983, in their entirety.
 - b) The *Contractor* makes available and ensures compliance to the TNPA SHE Specification for Construction by its employees and Sub*Contractors* in the language of this contract.
 - c) The *Contractor* employs his own health and safety coordinator to ensure compliance with both TNPA SHE Specification for Construction and the Occupational Health & Safety Act and its latest regulations.
 - d) The *Contractor* shall provide a Health & Safety Management Plan addressing the requirements in the TNPA SHE specification and a Baseline Risk Assessment addressing the construction activities. The Project Manager has the right to request additional specific work method statements should, in his opinion, this be required.
 - e) The compliance with all applicable legislation, regulations issued in terms thereof, and TNPA safety rules, shall be entirely at the *Contractor's* cost, and shall be deemed to be allowed for in the tendered prices.
 - f) Without derogating from the Act or any un-repealed regulations issued in terms of legislation, or without purporting to limit the *Contractor's* responsibilities, the following are brought to the *Contractor's* attention:
 - The *Contractor* shall appoint a Health and Safety coordinator to liaise at least fortnightly with the *Project Manager* or *Supervisor* on matters pertaining to occupational health and safety.
 - The *Contractor* shall advise the *Project Manager* of any hazardous, or potentially hazardous situation, which may arise from work being performed either by the *Contractor* or Sub-*Contractor*.
 - A letter of good standing in terms of Section 80 (*Employer* to register with the Compensation Commissioner) of the Compensation for Occupational Injuries and Deceases Act 1993 (Act 130 of 1993) must also be furnished.

- All clauses in this contract pertaining to health and safety form an integral part of this contract, and any non-compliance therewith may be construed as breach of contract entitling the *Employer* to the appropriate remedies.
 - The *Contractor* and his staff shall attend a compulsory induction course to be arranged by the *Project Manager* on or before the date when the site is made available to the *Contractor*.
- g) The *Contractor's* appointed Site Representative and the *Project Manager* shall finalise a site-specific HIRA (Hazard Identification and Risk Assessment) document, on the day of site handover to the *Contractor*. This site-specific HIRA document, based on a continuous HIRA, must cover site-specific hazards and the safe management of these hazards. The HIRA document must be signed by the above-mentioned representatives as well as the Supervisor, and be approved by the *Project Manager*, before any construction work can commence.
- h) The OHS Act 85 of 1993 clearly states in the General Safety Regulations Clause No. 2A:
- “INTOXICATION” An *Employer* or user, as the case may be, shall not permit any person who
- appears to be under the influence of intoxicating liquor or drugs, to enter or remain at a workplace”. The *Employer* enforces this legislation by means of its Substance Abuse Policy, and therefore reserves the right to do substance abuse testing on anyone who enters his premises
- i) The *Contractor* shall ensure that a suitably qualified safety representative is appointed, and monthly safety meetings are held. Written minutes of these safety meetings shall be forwarded to the Project Manager. All costs related to the safety aspects required under this contract will be carried by the *Contractor* and therefore be covered under the rates tendered

6.3.2 Site Supervision/ Construction Manager

The *Contractor* shall comply with OH&S Act – Section 8, 9, 13 and 16 and the Construction Regulations 2014.

The *Contractor* must nominate and appoint a responsible person on site to whom the *Project Manager* may refer in connection with the Works. Persons are nominated for all shifts worked or whilst any activity relating to the Contract is being performed on site and must have the authority to bind the *Contractor* with respect to the Contract. (OH&S Act - 16 Sections (2)).

The *Contractor* must ensure that the performance of all specified Works is supervised throughout by a sufficient number of qualified and competent appointed representatives of the *Contractor*, who have experience in the type of work specified. (OH&S Act – Construction Reg. 8 (1) and 8 (2.)) The *Supervisor* must have legal liability training, HIRA and construction safety training e.g IRCON.

Note: No work may commence and or continue without *Supervisory* Appointees present on site. The *Contractor's* Site *Supervisor* must be equipped with a mobile telephone with message bank and/or pager or an equivalent communication device so that communication throughout the Contract can be maintained at all times.

The *Contractor's* Site *Supervisor* must provide a list of names and contact telephone numbers of all *Contractors* and Sub-*Contractor's* contact persons on Site. This list is updated as a new *Contractor* or Sub-*Contractor* employee commences on Site.

The *Contractor's* Site *Supervisor* must keep a record of all employees, including date of induction, relevant skills and licences, and be able to produce this list at the request of the *Supervisor*.

The *Contractor's Site Supervisor* must complete manning sheets describing the day's activities, labour numbers and classifications and issue these to the *Supervisor* prior to 9.00 am on a daily basis.

The *Project Manager's Risk Officer* is notified of any new starter with evidence of induction and site specific induction prior to commencement of work.

6.3.3 *Contractor's Health and Safety Manager*

The *Contractor* Health and Safety Manager specific tasks are

- Design the health and safety management systems specific to the need of the project, organisational and specific construction project management system.
- Facilitate and coordinate the preparation of a site-specific construction health and safety plan.
- Manage the process for the assessments and approval of sub-*Contractors* health and safety plan in line to the Client requirements.
- Facilitate monthly health and safety meetings.
- Ensure identification of the hazards and risks relevant to the construction project through regular coordinated site inspections.
- Attend and participate in all project meetings
- Use of trends analysis to identify systems deficiencies and incident trends, outline relevant improvements
- Manage the necessary changes to the health and safety plans
- Manage the reporting and investigation of project related incidents
- Manage and maintain health and safety and communication structures and systems, distribution of health and safety specific documents to *Contractors*
- Monitor, measure and report on health and safety system performance through facilitating compliance health and safety audits
- Analysing of audit results and trends to ensure continual improvement
- Evaluate the levels of compliance of *Contractors* to the project health and safety plan and TRANSNET site specific health and safety specifications.
- Manage and evaluate processes for reporting of non-compliance issues and implementation of identified appropriate corrective and preventative action
- Manage site health and safety during defects liability period
- Prepare a health and safety close-out report as per Client requirements

Health and Safety Manager must register with SACPCMP to be allowed to practise construction safety in TRANSNET managed projects.

Before placing a Health and Safety Manager on the project site(s), the *Contractor* must forward a copy of the person's CV and proof of registration with SACPCMP to the nominated project management representative or to the TRANSNET Stream Health and Safety Manager for review and acceptance. A proposed candidate may be rejected should he/she not meet the experience and / or qualification requirements, or due to poor work performance on previous projects.

6.3.4 *Contractor's Health and Safety Officer*

The *Contractor* must appoint a full-time Health and Safety Officer for the duration of the contract that is registered with the SACPCMP (The South African Council for Project Construction Management Professions). If more than 100 employees are deployed on the project site(s) (directly or through sub-*Contractors*), at least two full-time Health and Safety Officers must be appointed, with an additional Health and Safety Officer appointed for every 100 additional employees thereafter.

The Health and Safety Officer must be on site when work commences at the start of the day and must remain on site until all activities for that day (including the activities of sub-*Contractors*) have

been completed. A Health and Safety Officer must be present during all shifts, so if work is carried out over more than one shift per day, the *Contractor* must make provision for an additional Health and Safety Officer.

Contractor Health and Safety Officer shall be responsible for:

- Reviewing all applicable legal and project health and safety requirements and providing guidance to *Contractor* and sub-*Contractor* personnel (particularly the *Contractor's* Project Manager) to help ensure compliance at all times;
- Assisting with the implementation of effective hazard identification and risk management processes for all work to be carried out by the *Contractor*.
- Participating in the Baseline Risk Assessment for the *Contractor's* scope of work (prior to site establishment) and ensuring that identified control measures are implemented;
- Participating in all Task-Based Risk Assessments conducted for the work to be carried out by the *Contractor* and ensuring that identified control measures are implemented;
- Conducting *Contractor* health and safety induction training for all *Contractor* and sub-*Contractor* personnel;
- Compiling and maintaining all health and safety related documents and records required of the *Contractor*;
- Communicating relevant health and safety information to *Contractor* and sub-*Contractor* personnel (e.g. incidents and lessons learnt, leading practices, hazards, risks and control measures, etc.);
- Evaluating (on a daily basis) the content of the Daily Safe Task Instructions (DSTI's) conducted by the *Contractor's* appointed *Supervisors*, and attending at least one DSTI each day;
- Attending monthly *Contractor* and Site Health and Safety Meetings;
- Assisting with the implementation of the *Contractor's* Health and Safety Management Plan and associated Safe Work Procedures;
- Carrying out Planned Task Observations on an ad hoc basis;
- Assisting with the implementation, testing and maintenance of an effective Emergency Response Plan for all *Contractor* and sub-*Contractor* activities;
- Responding to workplace incidents (as appropriate);
- Participating in incident investigations;
- Maintaining accurate health and safety statistics (for the *Contractor* and all sub-*Contractors*), and compiling health and safety performance reports as required;
- Auditing the health and safety management system and workplace activities of the *Contractor* and each sub-*Contractor* on a monthly basis to assess compliance with the project health and safety requirements; and
- Tracking and reporting on the implementation of corrective actions (arising from incident investigations, audits, inspections, etc.).
- The *Contractor* must ensure that they have made adequate provision of safety officers as per the *works* information *works* packages i.e (construction of mechanical and electrical *works*) Health and Safety Officer is adequately equipped to enable him to perform his duties effectively. Each Health and Safety Officer must:
 - A Health and Safety Officer must be computer literate, fluent in English, and must have the following minimum qualifications, training and experience:
 - At least 3 years' experience as a Health and Safety Officer on construction projects;
 - SAMTRAC or an equivalent training course as a minimum qualification;
 - Experience and appropriate training with regard to implementing and maintaining a health and safety management system compliant with national legislation or an international standard;
 - Experience and appropriate training with regard to construction related hazard identification and risk management processes;

- Competence, experience and relevant training with regard to incident investigation procedures and causation analysis;
- Health and safety auditing experience and training;
- A valid Driving Licence (light motor vehicle).

Registered as a Health and Safety Officer or Health and Safety Manager with SACPCMP depending on the size of the project and on the risk.

Before placing a Health and Safety Officer on the project site(s), the *Contractor* must forward a copy of the person's CV and proof of registration with SACPCMP to the nominated project management representative or to the Programme Health and Safety manager for review and acceptance. A proposed candidate may be rejected should he not meet the experience and/or qualification requirements, or due to poor work performance on previous projects.

6.3.5 *Contractor's* Safety File

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

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

6.3.6 Performance Measurement and Reporting

a) Health and Safety Statistics

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

b) Safety Management Records

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

c) Field Technical/Safety Audit by the Project Manager

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

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

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

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

The Project Manager or the Project Manager's nominated Representative will establish a schedule of regular field safety audits which will be based on an audit tool aligned to the legislative requirements. The *Contractor* audit conformance will be assessed as a percentage and where conformance is better than 80% it will be considered satisfactory and the *Contractor* must develop and implement an action plan within 4 weeks, to be reviewed at the next regular audit. Where the *Contractor* level of conformance is between 70 – 79%, a corrective action plan will be required to be developed and implemented within 2 weeks, and a follow up audit will be carried out. Where the *Contractor* conformance is less than 69% the *Contractor* must implement remedial actions within 7 days.

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

d) Unsafe Act/Condition Auditing

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

All such observations must be recorded and delivered to the TNPA Project Health and Safety Manager/Officer.

6.3.7 Involvement, Communication and Motivation

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

a) Safety Meetings

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

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

Such meetings should at least address:

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

- General safety topics
- Job or work look-ahead issues
- Safety statistics
- Incident Review

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

b) Pre-Start Safety Briefings

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

c) Safety Review Meetings

The *Contractor* Site Manager and a Site Safety Representative must take part in monthly safety review meetings between the *Contractor* and the Project Manager or the Project Manager's nominated Representative.

The *Contractor* must attend all project safety meetings as outlined in the Project Safety Management Plan.

d) Site Safety Review Committee

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

6.3.8 Roles and responsibilities

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

Construction Manager

The CM is responsible for health and safety on the Site and Working Areas and reports to the *Project Manager* the CM must be registered with SACPCMP as a Pr.CM

The CM specific tasks are:

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

6.3.9 Commissioning Safety Plan

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

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

- Mechanical and electrical integrity systems are in place (e.g. equipment tests and inspections of critical equipment, quality control procedures, etc.) which will confirm that construction, equipment and materials are in accordance with design specifications
- Formal hazard analyses for pre-commissioning and commissioning activities have been completed, appropriately documented and communicated, and are available to all personnel.
- Punch-list work has been sufficiently completed so that installations are safe to apply hazardous energy.
- Documentation relevant to any modifications has been created/updated.
- Safe operating, maintenance and emergency procedures are in place.
- Operating and maintenance manuals are available and training of commissioning employees has been completed.
- The Project Manager will ensure that after commissioning there is a formal documented hand over to operations and maintenance personnel and others who will be impacted by hazards that have been identified during project activities. This will involve communication of any changes to the process hazards, procedures and operating philosophy. Safe systems of work will be established and updated throughout the Project. Safe systems of work will be subject to on-going review to ensure their effectiveness.

6.4 Environmental constraints and management

6.4.1 The *Contractor* must produce a waste management plan and a skip must be provided for waste. No waste must be placed on the floor and it should be removed and disposed of at a permitted landfill site by a credible waste Service Provider.

6.4.2 The *Contractor* complies with the following ENV-STD-001 Rev02 (CEMP):

The *Contractor* performs the *works* and all construction activities within the Site and Working Areas having due regard to the environment and to environmental management practices as more particularly described within the SES.

The SES describes 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.

The PES may require higher minimal standards than those described in the SES as may be required by the *Project Manager* or Others.

The overarching obligations of the *Contractor* under the CEMP before construction activities commence on the Site and/or Working Areas is to provide an environmental method statement for a particular construction operation at the Site and/or Working Area by the *Contractor* and where requested by the CM and to comply with the following:

Where relevant, method statements, as detailed in the SES and PES, shall be provided by the *Contractor*. These include, but are not limited to, the following where applicable:

- Establishment of construction lay down area
- Hazardous and non-hazardous solid waste management
- Storm water management
- Contaminated water management
- Prevention of marine pollution
- Hydrocarbon spills
- Diesel tanks and refuelling procedures
- Dust control
- Spoil dumping
- Sourcing, excavating, transporting and dumping of fill material
- Noise and vibration control

- Removal of rare, endemic or endangered species
- Removal and stockpiling of topsoil
- Rodent and pest control
- Environmental awareness training
- Site division
- Emergency procedures for environmental incidents
- *Contractor's* SHE Officer
- Closure of construction laydown area

The *Contractor* shall ensure that his management, foremen and the general workforce, as well as all suppliers and visitors to Site have attended the 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 Induction Programme and are made aware of the environmental specifications on Site.

Where applicable, the *Contractor* ensures that he appoints a suitably qualified Sub*Contractor*, to be approved by the *Project Manager*, to undertake the "Removal of rare, endemic or endangered species". This appointment must be completed at least three weeks before commencement of any other work on Site.

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*.

The plant search and rescue (if applicable) must be undertaken and completed prior to any Site clearance or any other construction activity that may damage the vegetation can commence on Site.

The *Contractor* must appoint a sufficient number of named assistants to the CSHEO to monitor environmental issues e.g. litter, spills, illegal activities, fence patrol, dust etc. These appointments, along with details of the individuals being appointed and job descriptions, must be sent to the *Project Manager* for his approval.

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

A copy of the SES, and the relevant PES 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 contained in the SES (as amended by the PES).

Method statements that are required during construction must be submitted to the *Project Manager* for approval at least 20 days 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 *Project Manager*.

Where applicable, the *Contractor* shall provide job-specific training on an *ad hoc* basis when workers are engaged in activities, which require method statements.

The *Contractor* shall ensure that any Materials delivery drivers are informed of all procedures and restrictions (e.g. which access roads to use, no go areas, speed limits, noise, etc) required by the CEMP before they arrive at Site and off load any Materials.

The *Contractor* shall be responsible for rehabilitating and re-vegetating all areas to the satisfaction of the *Project Manager* as detailed in the SES and PES.

The *Contractor* shall clear and clean the Site and Working Areas and ensure that everything not forming part of the works is removed from the Site and Working Areas and that all rehabilitation

has taken place in accordance with the PES. An Environmental Closure has been issued by the SHEC and signed off by the *Project Manager*.

The *Contractor* complies with environmental inspections and audits as contained within Annexure ENV-STD-001-Rev02.

The *Contractor* makes copies of the CEMP, SES and PES available at the offices of the *Contractor* on Site. The *Contractor* ensures that all personnel on Site (including SubContractors) are familiar with and understand the requirements of the CEMP.

6.4.3 The *Contractor* complies with the following SES (ENV-STD-002 Rev 02):

The *Contractor* shall identify the kinds of environmental impacts that will occur as a result of his activities and then prepare separate method statements describing how each of those impacts will be prevented or managed so that the standards set out in this document are achieved. These method statements will be prepared in accordance with the requirements set out in the CEMP.

To ensure that environmental issues are taken into account in the establishment of the Site offices and all other facilities on Site.

6.4.4 The *Contractor* complies with the following PES:

As per paragraph 6.4.2 of the *Works Information*.

6.4.5 The lines of communication of the various personnel acting on behalf of the *Project Manager* who communicate to the *Contractor* and his keys persons with respect to the CEMP are contained within in Section 5.2 of the CEMP.

6.4.6 The roles and responsibilities of the various personnel acting on behalf of the *Project Manager* with respect to environmental issues are stated in Section 5.1 of the CEMP.

6.4.7 The ProjEM is responsible for ensuring that the *Contractor* complies with the CEMP. The ProjEM acts on behalf of the *Project Manager*.

6.4.8 The *Contractor* complies with the CEMP, SES and PES. The *Contractor* abides by the instructions of the *Project Manager* regarding the implementation of the CEMP.

6.5 Quality assurance requirements

6.5.1 General

The *Contractor* shall have, maintain and demonstrate its use to the *Project Manager* the documented Quality Management System to be used in the performance of the *works*.

The *Contractor's* Quality Management System shall conform to International Standard ISO 9001 (or an equivalent standard acceptable to the *Project Manager*) and as a minimum to the requirements of specification TNPA-QUAL-REQ-0141, General Quality requirements for *Suppliers* and *Contractors* as contained in the Annexure to this *Works Information*.

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:

- Project Quality Plan (PQP) for the contract;
- Quality Control Plans (QCP)
- Quality Policy
- Index of Procedures to be used; and
- A schedule of internal and external audits during the contract

6.5.2 Project Quality Plan

The Project Quality Plan means the *Contractor's* statement, which outlines strategy, methodology, resources allocation, Quality Assurance and Quality Control co-ordination activities to ensure that the *works* meet the standards stated in the *Works Information*. Site Access will not be granted unless the PQP has been accepted by the *Project Manager*.

The *Contractor's* PQP includes or references to the quality plans of his Sub-*Contractors* and Suppliers.

Where specified, the *Contractor* submits a PQP to the *Project Manager* by the first Key Date as stated in the Contract Data. The PQP details how the *Contractor's* Quality System will be applied to the Scope of Works specified in the Contract, and shall address the following:

- Satisfying the technical and quality requirements of the *Contractor's* Scope of Work, and relevant elements of the applicable ISO 9001 standard
- 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 the specified Contractual requirements.
- Include a listing of all special processes (e.g. welding and non-destructive testing, cube testing etc.) envisaged for use, including confirmation of personnel certification as required.
- Include all proposed method statements (for site based work activities).
- Include a description of the *Contractor's* project organogram, with key positions and responsibilities identified and individuals named. The organisation structure shall also indicate the resources committed to the management and coordination of QA / QC activities.
- Include a listing of all Quality Control Plans (QCPs), and associated Field Inspection Checklists (FICs), as applicable.
- Identify in the PQP any Sub-*Contractor*/Supplier work. Sub-*Contractor*/Supplier plans are approved by the *Contractor*
- Include the proposed Approved Inspection Authority (where applicable -for pressurised equipment and systems).
- Include a schedule of proposed quality records
- 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 either 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*.

6.5.3 Quality Control Plans

The Quality Control Plans shall identify all inspection, test and verification requirements to meet Contractual obligations, specifications, drawings and related details including destructive, non-destructive testing, witness and hold points. The *Contractor* shall not commence fabrication, manufacture or construction prior to review and acceptance of the applicable QCP's by the *Project Manager*.

6.5.4 Material Traceability

Where, and to the extent that material traceability is required, the *Contractor* shall provide its procedures for the maintenance of material identification throughout all phases of manufacture. Methods of identification, routines for re-stamping or stencilling as appropriate shall be defined and agreed with the *Project Manager*.

Adequate records shall be maintained throughout construction enabling traceability of key materials from final product back to original material certificates. The material traceability records shall form part of the Data Pack. The *Contractor* shall prepare a schedule of materials and equipment that are subject to traceability requirements.

6.5.5 As-built documentation, Maintenance and Operating Manuals

The *Contractor* ensures that the documentation as described in the *Works Information* is presented to the *Project Manager* before Completion.

The *Contractor* ensures that the *Project Manager* has a full and accurate dossier of As-built documents that represent the Scope of Works that reflect the status of the completed Works, General Layouts and Detail Drawings to present to the *Employer*.

The *Contractor* ensures that the *Project Manager* has a full and accurate dossier of Maintenance and Operating Manuals that reflect the status of the completed Works at the earlier of take-over or Completion.

6.5.6 Third Party testing on imported materials.

Where directed by the *Supervisor*, the *Contractor* makes arrangements for samples of the imported materials he intends to use in the *works* to be tested by an independent testing authority. The frequency of tests shall be, at a minimum, 10% of the total number of items supplied.

6.5.7 Sub-Contractors and Suppliers

The *Contractor* shall provide a list of their approved Sub-Contractors and Suppliers to the *Project Manager*. This register shall identify materials where special conformations are required to avail Quality Control inspection and certification. Sub-Contractors and Suppliers are obligated to adhere to the same conditions of contract as the *Contractor*.

All the proposed Sub-Contractors shall be submitted to the *Project Manager* for acceptance.

The proposed Suppliers and Sub-suppliers of pre-fabricated items and materials where special conformations are required shall be submitted to the *Project Manager* for acceptance.

6.6 Programming constraints

6.6.1 The *Contractor* presents his first programme and all subsequently revised programmes (see ECC Clauses 31.2 and 32.1) in hard copy format printed in full colour in A3 size and in soft copy 'Native' format with activity layout files (Note that PDF soft copy versions are not acceptable). Within seven days of award of contract, the *Contractor* submits his Level 4 programme to the *Project Manager* for acceptance, together with the associated *works* method statements and a supporting Basis of Schedule document.

6.6.2 The *Contractor* shows on each programme he submits to the *Project Manager*, the requirements as outlined in the ECC (Clause 31 and associated contract specific clauses). Additionally the *Contractor* shows on each programme he submits all internal procurement activities conducted by himself as well as associated *works* and/or deliveries of materials and/or services the *Contractor* procured via external parties.

- 6.6.3 The *Contractor* complies with the *Employer's* site access restrictions and occupation windows. It is expected that the *Contractor* allows sufficient Time Risk Allowances and/or plans concurrent works so as not to hinder progress should changes to occupation windows occur.
- 6.6.4 The *Contractor* uses Primavera version 6 for his programme submissions or a similar programme software package equivalent to Primavera version 6 subject to the prior written notification and acceptance by the *Project Manager*.
- 6.6.5 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.
- 6.6.6 The *Contractor's* programme shows duration of operations in working days. A normal working week comprises five working days, each of eight working hours. Alternative working hours are to be submitted to the *Project Manager* for approval.
- 6.6.7 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 codes as agreed with the *Project Manager*, this will be agreed post Contract award. 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
- 6.6.8 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*.
- 6.6.9 The *Contractor* submits progress tracker sheet information to the *Project Manager* at least 1 (one) full working day prior to progress meetings at weekly intervals. Tracker reports are to have back to back relationships with Fabrication and GA Drawings with the works detailed such that all aspects of the works can be monitored and tracked through its fabrication/construction sequence. Sheets to have work steps and weight factor percentages utilized to develop the progress tracking sheets. Where necessary multiple tracking sheets may be required to track each assembly member throughout its development.
- 6.6.10 The *Contractor* submits programme report information to the Project Manager at least 1 (one) full working day prior to progress meetings at fortnightly intervals in addition to the intervals for submission of revised programmes stated under Contract Data Part One.
- 6.6.11 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
 - Progress Tracker Sheets for Fabrication, Erection, Installation, Construction & Commissioning.
 - 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.

- Detailed narrative status and performance of operations on the Site and Working Areas.
- Detailed narrative status and performance of operations outside the Working Areas.
- Deviation from the Accepted Programme register with associated action plans to rectify.
- Critical action items (Top 10)
- Key Risks (Top 10)

6.7 Contractor's management, supervision and key people

6.7.1 Contractor's Project Manager

The *Contractor* appoints a Construction Project Manager (CPM) as key persons under ECC3 Clause 24.1. The CPM is the responsible person on site to whom the *Project Manager* may refer in connection with the Works.

6.7.2 Contractor's Construction Manager

The *Contractor* appoints a Construction Manager (CM) as key persons under ECC3 Clause 24.1.

The CM is employed on a full-time basis and shall be site-based for the duration of the construction activities.

6.7.3 Contractor's Civil Engineer/Technician

The *Contractor* appoints a Civil Engineer/Technician as key persons under ECC3 Clause 24.1. The Civil Engineer/Technician will be responsible for all building works on site as listed in Section 4.2.1 of the *Works Information*.

6.7.4 Contractor's Mechanical Engineer/Technician

The *Contractor* appoints a Mechanical Engineer/Technician as key persons under ECC3 Clause 24.1. The Mechanical Engineer/Technician will be responsible for all HVAC and fire system works on site.

6.7.5 Contractor's Electrical Engineer/Technician

The *Contractor* appoints a Electrical Engineer/Technician as key persons under ECC3 Clause 24.1. The Electrical Engineer/Technician will be responsible for all EL&P works on site.

6.7.6 Contractor's Quality Officer

The *Contractor* appoints a Quality Officer as key persons under ECC3 Clause 24.1. The Quality Officer should have a certified qualification in ISO 9001:2015. At least 3 years of experience in quality systems within built environment is required, understanding and implementing ISO 9001:2015

6.7.7 Contractor's Health and Safety Officer

The *Contractor* employs a Health and Safety Officer as a key person under ECC Clause 24.1.

The Health and Safety Officer will be responsible for all activities listed in Section 6.3.4 of the *Works Information*.

The Health and Safety Officer must be on site when work commences at the start of the day and must remain on site until all activities for that day (including the activities of sub-Contractors) have been completed.

6.8 Training workshops and technology transfer

6.8.1 Safety and Environmental Awareness

Inductions

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

- The *Employer's* Site Induction - All personnel must complete the Project Site Induction prior to working on the site. The purpose will be to ensure that all personnel are made aware of and are conversant with the requirements of this Safety Plan, site rules, environmental requirements, cultural heritage and community relations
- *Contractor* Job Specific Induction - All personnel shall complete Job Specific Inductions for the contracted *works* prior to commencing work. These inductions will be the responsibility of specific *Contractors*
- Visitors - A Visitors Safety Induction program will be established at all sites explaining the site, the conditions applicable to their entry onto site and the necessary PPE they will be required to wear

Contractor's Training Programs

Contractor's training programs will include coverage of the following where relevant to individual's duties:

- The Project's Safety Plan
- *Contractor's* Safety Plans
- Fitness for Work
- Operating mobile plant
- Slings and moving loads and using lifting devices
- Manual handling
- Working at height
- Purpose of inspections and inspection reports
- *Contractor's* site specific inductions
- Confined space
- Hot work
- Pre start checks
- PPE use and training
- Isolation
- Scaffolding; and
- Hazardous substance handling, storage and use

At the completion of all training, competency of individuals shall be validated by the trainer. This will be by means of an examination (written, oral or practical) or an assessment of the trained person's performance during the training. A record of safety training undertaken by each employee will be documented and retained permanently on a database and the employee's site identification and security card.

Competency

All personnel engaged to carry out work on the Project must have the necessary skills and knowledge and be competent to perform the tasks for which they have been employed.

Contractors and new employees will be required to furnish proof by way of licences, permits, certificates or by recognition of prior learning (RPL) or by written certification by a qualified assessor of their skills, competencies and knowledge of their work tasks.

No person may carry out any work on the Project unless proof of competency has been provided to the *Project Manager*.

Training Workshops and Technology Transfer for the Owner's personnel

The installation of the new plant will make a significant change in the operation and maintenance requirements. Both Operations and Maintenance personnel will be exposed to new technology

- 6.8.2 It is therefore essential that the *Contractor* provides comprehensive training (both theoretical and practical) to the *Employer's* staff members in the operation and maintenance of the *works*. On completion of the training, it is expected that the *Employer's* personnel will be able to deal competently with any out-of-course situation that may arise during daily operation of the plant and the associated controls.
- 6.8.3 The *Contractor* compiles a Training Manual containing easy-to-understand notes on all the subject matter covered in the training courses. Separate manuals may be prepared for Operations training and Maintenance training. Each Learner must receive a copy of the Training Manual for the course that he/she has attended. In addition, three copies of the Training Manual must be handed to the *Employer* for reference purposes.
- 6.8.4 The *Contractor* submits a Training Programme to the Project Manager for review no later than two weeks before the commencement of the cold commissioning. Because the *Employer's* personnel are engaged on shift work, it may be necessary to schedule a number of training courses at different times in the day.
- 6.8.5 The *Contractor* maintains an accurate record of the training given and is to submit a report on completion of the training. The report will include, but not be limited to, details of the Trainer, the scope of the training, the duration of training on each topic and the *Employer's* personnel who received training.

6.9 Insurance provided by the *Employer*

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

6.10 Contract change management

- 6.10.1 No additional requirements apply to ECC Clause 60 series.

6.11 Provision of bonds and guarantees

- 6.11.1 The form in which a bond or guarantee required by the conditions of contract (if any) is to be provided by the *Contractor* is given in Part 1 Agreements and Contract Data, document C1.3, Sureties.
- 6.11.2 The *Contractor* provides a bond or guarantee as required by the conditions of contract concurrently with the execution by the Parties of the form of agreement for the ECC contract.

6.12 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:

- Records of design employees location of work (if appropriate); and
- Records of Equipment used and people employed outside the Working Areas (if applicable); and

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

- Records of design employees location of work (if appropriate);
- Records of Equipment used and people employed outside the Working Areas (if applicable); and

6.13 The Contractor's Invoices

6.13.1 When the *Project Manager* certifies payment (see ECC Clause 51.1) following an assessment date, the *Contractor* complies with the *Employer's* procedure for invoice submission.

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

6.13.3 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 4720103177;

The Contract number: TBC

The invoice contains the supporting detail which shall include a statement of the contract account, indicating invoices, dates, debit/credit notes, and payments.

6.13.4 The invoice is presented either by post or by hand delivery.

6.13.5 Invoices submitted by post are addressed to:

Transnet National Ports Authority

P O Box 181

Richards Bay

3900

For the attention of Selena Moodley, Project Manager

The invoice is presented as an original.

6.14 People

6.14.1 Minimum requirements of people employed on the Site:

- Direct employment of all labour is preferred.
- Wherever possible, general labour shall be recruited from the communities that are local to the Port of Richards Bay.
- Recruitment of labour in and around the site is not permitted.
- Recruitment of personnel already employed within the Port of Richards Bay is expressly prohibited.
- All personnel shall provide proof of competency appropriate to their appointment.
- All personnel shall undergo medical examination prior to undergoing site induction and be certified fit to work on the site, with particular reference to working at heights.

6.14.2 The *Contractor* complies with the following PIRPMP:

N/A

6.15 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.

6.16 Industrial Action by Contractor Employees

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

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

6.16.3 In the event of any industrial action by the *Contractor's* employees, the *Contractor* is obliged:

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.

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

- a) Industrial incident report,
- b) Attendance register,
- c) Productivity / progress to schedule reports,
- d) Operational contingency plan,
- e) Site security report,
- f) Industrial action intelligence gathered.

- 6.16.4 The final Industrial Action Report is to be delivered 24 hours after finalisation of the industrial action.
- 6.16.5 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.
- 6.16.6 The resolution of any disputes or industrial action by the *Contractor's* employees is the sole responsibility of the *Contractor*.
- 6.16.7 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.
- 6.16.8 The *Contractor* complies with the requirements of the IRCC involving the engineering construction *Contractors* engaged (including all future *Contractors*) by the *Employer*.
- 6.16.9 The roles and responsibilities of the various personnel acting on behalf of the Project Manager with respect to IR issues are stated in the paragraphs following:
- 6.16.10 The PIRM is responsible for ensuring that the *Contractor* complies with the PIRPMP. The PIRM acts on behalf of the Project Manager.
- 6.16.11 The PIRM specific tasks are:
- To complete the PLA prior to the Contract Date; and
 - To assign specific duties to the PSIRM.
- 6.16.12 The PIRM specific tasks are:
- The PSIRM is responsible for IR (to include the PLA) on the Site and Working Areas and reports to the *Project Manager*.
- 6.16.13 The SIRM is responsible, *inter alia*, for day-to-day IR on the Site and Working Areas through the implementation of the PIRPMP. The SIRM reports directly to the PSIRM and the *Project Manager*.
- 6.16.14 The SIRM specific tasks are:
- To liaise with the *Contractor* prior to the commencement of construction activities (as per the *Contractor's* programme accepted by the Project Manager) with respect to IR issues under the SIP.

6.17 Plant and Materials

- 6.17.1 Quality
- 6.17.2 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*.
- 6.17.3 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.
- 6.17.4 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.
- 6.17.5 Plant & Materials provided "free issue" by the *Employer*:

N/A

6.17.6 The *Employer* provides the following Plant and Materials for the *Contractor* to use in the *works*:

N/A

6.17.7 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*.

6.17.8 The *Contractor* takes receipt of the Plant and Materials from the *Employer* in accordance with the following procedure:

N/A

6.17.9 The *Contractor* provides all other Plant and Materials necessary for the *works* not specifically stated to be provided “free issue” by the *Employer*.

6.17.10 *Contractor's* procurement of Plant and Materials:

The *Contractor* performs the following with respect to Plant and Materials procured for the *works*:

- Submit manufacturers' certificates of origin;
- Submit manufacturers' test certificates detailing the international standard or code of practice under which the testing was performed;
- Ensure that the English language is used for data plates attached to components
- Arrange for all manufacturer and vendor warranties to be vested in the *Employer*;
- Any shipment originating from outside the Republic of South Africa is inspected immediately prior to shipment to confirm its condition and a condition report delivered to the *Project Manager*.
- All shipments are to be opened on site and inspected for transit damage in the presence of the *Supervisor*. The *Contractor* compiles a damage report, signed and countersigned by the *Contractor* and *Project Manager*, and submits this to the *Contractor's* insurance broker (see notes at Contract Data - Part One) with copies to the *Project Manager* and the *Employer*.
- All warranties provided by manufacturers of Plant and Materials procured by the *Contractor*, either directly or through sub-contracts, for incorporation in the *works* are to be in favour of the *Employer*.
- Provides a waiver of lien in respect of goods that have been supplied but not yet incorporated in the *works* and for which the *Contractor* claims payment.

6.17.11 The *Contractor* performs the following with respect to Plant and Materials procured for the *works*:

As per paragraph 6.17.10 above.

6.17.12 Spares and consumables

The *Contractor* provides a schedule of recommended spare parts for the complete dust control plant. The recommended spare parts list should cover the anticipated requirement for a minimum of 12 months operation of the plant from hand-over.

The following data is to be listed for each item:

- Part Description,
 - Positional Assembly Indication,
 - Part/Drawing Number,
 - Quantity Used,
 - Quantity Recommended,

- Delivery Time and Price,
- Vendor Details.

The *Contractor* identifies on the schedule those spare parts which are regarded as essential for the continuous operation of the plant.

The *Contractor* submits the schedule of spares and consumables as indicated in the CDS.

6.17.13 The *Contractor* provides the following spares and consumables to the *Employer*:

The *Contractor* provides all spare parts and consumables that may be required during commissioning of the plant, including the performance test.

The *Contractor* does not supply any other spare parts or consumables. However, the *Contractor* must guarantee availability within 24 hours of all parts that may be required for breakdown repairs during the defects period.

6.18 Tests and inspections before delivery

The *Supervisor* may, at his discretion, perform surveillance inspection at the *Contractor's* premises, Sub-*Contractor's* premises or at the location of the Scope of Work.

Dependent on the nature of the Scope of Work and the frequency of inspections the *Supervisor* may elect to have inspection personnel resident at the place of manufacture, fabrication, or assembly.

The *Contractor* shall ensure free entry and access is given to the *Supervisor* (or his representative), certifying authorities and statutory authorities to inspect the Scope of Work and review procedures and quality records at all parts of the *Contractor's* and Sub- *Contractor's* premises, or at the location of the Scope of Work while any work or test is in progress.

The *Contractor* shall provide the *Supervisor* with all necessary tools, calibrated measuring equipment, safety equipment and workspace to verify or witness tests in progress.

Where the *Supervisor* cannot easily visit the *Contractor's* or Sub-*Contractor's* premises for any reason, the *Supervisor* may direct that the tests and inspections be undertaken by an approved inspection authority or independent nominated consultant.

Where inspections and test are carried out by such inspection authority, the *Contractor* submits to the *Supervisor* details to certify that tests and inspections have been carried out on Plant and Materials by Others.

6.19 Marking Plant and Materials outside the Working Areas

The *Contractor* prepares and marks items of Plant and Materials outside the Working Areas with 'Property of Transnet SOC Ltd' and the Contract number.

Plant and Material outside the Working Areas are to be clearly and indelibly marked using hard stamping, or security tags. The *Contractor* provides designated areas sealed off from the rest of the manufacturer's production run in which to store Plant and Material that complete and is awaiting delivery to site.

The *Contractor* delivers digital photographs to the *Supervisor* as proof of marking and storage in designated areas.

6.20 Contractor's Equipment (including temporary works).

The *Contractor* provides all Equipment necessary to provide the *works* in a safe and efficient manner.

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* shall notify the PSSM 24 hours in advance prior to bringing any new mobile equipment on site. All required documentation and certificate of fitness (COF) issued by a competent person shall accompany the equipment.

The *Contractor* shall inspect Equipment on a daily basis prior to use in accordance with statutory regulations and legislation.

6.21 Preparation of post Completion contracts

N/A

SECTION 3

C3.2 CONTRACTOR'S WORKS INFORMATION

N/A

Part C4: Site Information

1. Description of the Site and its surroundings

1.1. General Site Description

- 1.1.1 The location for the *Works* to be conducted in at the Elwazini Conference Facility located at the Bayvue precinct within the Port of Richards Bay Boundary.



Figure 1: Port of Richards Bay - Port Boundary



Figure 2: Elwazini Conference Facility

- 1.1.2 Entry to the Port of Richards Bay (Latitude 28 ° 48' S Longitude 32 ° 02' E) is via from existing public and maintenance road networks through the Main/RBCT, Bayvue and East security entrances. Access must be subject to the Transnet National Ports Authority security requirements and regulations, which states that "access should be obtain for all the Contractor's personnel at Permit Office located at Sizakala Truck Staging Facility".
- 1.1.3 There is a permit card access system to enter the Port Area. The Port Staff must arrange the required access permits and issue them to the *Consultant* free of charge. Should any person loose his/her access permit these must be replaced at a cost of R 360-00 per person, cost to be incurred by the *Consultant*. This must also apply if permits are not returned at the end of the project completion.
- 1.1.4 Normal working hours at the Port of Richards Bay are from 08:00 to 16:30, Monday to Friday, Inclusive. Transnet National Ports Authority has a strict Health and Safety policy in place. No person(s) may enter the site and undertake work on the site until undergoing the mandatory induction. The induction must be arranged by the Port personnel at no cost to the *Consultant*. Prior arrangement must be made with the *Employer*.
- 1.1.5 The Contractor shall attend a site visit and get acquainted with the nature of the services, the conditions under which the work is to be performed, and the means of access to the site, any limitations or other authorities and in general with all matters that may influence or affect the contract.
- 1.1.6 The Contractor shall be deemed to have allowed in their tender for any additional cost to be involved due to the foregoing.