



SECTION 1

Request for Proposal

Transnet National Ports Authority

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR PROPOSAL (RFP)

**REPLACEMENT AND INSTALLATION OF FENCE AT THE PORT OF NGQURA AND
COEGA KOP QUARRY FOR A PERIOD OF 10 MONTHS**

RFP NUMBER	:	TNPA/2025/04/0017/94422/RFP
ISSUE DATE	:	29 MAY 2025
NON-COMPULSORY CLARIFICATION MEETING	:	11 JUNE 2025
CLARIFICATION MEETING VENUE	:	MICROSOFT TEAMS (REFER TO SECTION 1 OF T1.1 TENDER NOTICE)
COMPULSORY SITE VISIT	:	12 JUNE 2025 (REFER TO SECTION 1 OF T1.1 TENDER NOTICE)
CLOSING DATE	:	30 JUNE 2025
CLOSING TIME	:	15H00
TENDER VALIDITY PERIOD	:	12 WEEKS FROM CLOSING DATE

ESSENTIAL RETURNABLE SCHEDULE FOR TENDERING OPTIONS AVAILABLE:

Tenderer's Name:			
Scope of Work Sections		Tenderer to select the scope of work section tendering for - Tenderer to respond with either:	
		Yes	No
1	Section 1 - Coega Kop Quarry: Concrete Fencing for 5months		
2	Section 2 - Port of Ngqura: Hot Dipped Galvanized Mesh Fencing for 5months		

Note to Tenderers:

- Tenderers are allowed to tender for any section of the scope of work or for the complete scope of work. The maximum number of sections of the scope of work that can be tendered for is two (2),
- The stages of evaluation will be conducted at the tenderer's level and at item level for each section of the scope of work tendered for as detailed on Tender Data C.2.1.
- The tender will either be awarded to one (1) successful tenderer OR the tender will be split between the two (2) sections of the scope of work and awarded to two (2) successful tenderers:
 - Section 1: Coega Kop Quarry for Concrete Fencing for 5months,
 - Section 2: Port of Ngqura for Hot Dipped Galvanized Mesh Fencing for 5months.

Note to tenderers:

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 tenderers 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.

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**RFP FOR THE REPLACEMENT AND INSTALLATION OF FENCE AT THE PORT OF NGQURA AND COEGA
KOP QUARRY FOR A PERIOD OF 10 MONTHS**

SBD1 FORM

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF TRANSNET NATIONAL PORTS AUTHORITY, A DIVISION TRANSNET SOC LTD							
BID NUMBER:	TNPA/2025/04/0017/94422/RFP	ISSUE DATE:	29 May 2025	CLOSING DATE:	30 June 2025	CLOSING TIME:	15h00
DESCRIPTION	FOR THE REPLACEMENT AND INSTALLATION OF FENCE AT THE PORT OF NGQURA AND COEGA KOP QUARRY FOR A PERIOD OF 10 MONTHS						
BID RESPONSE DOCUMENTS SUBMISSION							
RESPONDENTS ARE TO UPLOAD THEIR BID RESPONSE PROPOSALS ONTO THE TRANSNET SYSTEM AGAINST EACH TENDER SELECTED (please refer to section 2, paragraph 3 for a detailed process on how to upload submissions): https://transnetetenders.azurewebsites.net							
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO				TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON	Kwanele Mtembu			CONTACT PERSON	Kwanele Mtembu		
TELEPHONE NUMBER	None			TELEPHONE NUMBER	None		
FACSIMILE NUMBER	None			FACSIMILE NUMBER	None		
E-MAIL ADDRESS	TNPAPOELABOVE@transnet.net			E-MAIL ADDRESS	TNPAPOELABOVE@transnet.net		
SUPPLIER INFORMATION							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE			NUMBER			
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE			NUMBER			
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE	UNIQUE REGISTRATION REFERENCE NUMBER: MAAA		
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No			B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED FOR PURPOSES OF COMPLIANCE WITH THE B-BBEE ACT]							

Respondent's Signature

Date & Company Stamp

1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER QUESTIONNAIRE BELOW]
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- | | |
|---|--|
| IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| DOES THE ENTITY HAVE A BRANCH IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? | <input type="checkbox"/> YES <input type="checkbox"/> NO |

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

PART B TERMS AND CONDITIONS FOR BIDDING

1. TAX COMPLIANCE REQUIREMENTS

- 1.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 1.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 1.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 1.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 1.5 IN BIDS WHERE UNINCORPORATED CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 1.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE: _____

The Tender

Part T1

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	FOR THE REPLACEMENT AND INSTALLATION OF FENCE AT THE PORT OF NGQURA AND COEGA KOP QUARRY FOR A PERIOD OF 10 MONTHS
TENDER DOWNLOADING	<p>This Tender may be downloaded directly from these websites: ALL FREE OF CHARGE</p> <ol style="list-style-type: none"> 1. National Treasury e-Tender Publication Portal at www.etenders.gov.za, 2. Transnet e-Tender Publication Portal website at https://transnetetenders.azurewebsites.net (please use Google Chrome to access Transnet link), and 3. CIDB website https://www.cidb.org.za/cidb-tenders/current-tenders/
NON-COMPULSORY TENDER CLARIFICATION MEETING AND COMPULSORY SITE VISIT	<p>NON-COMPULSORY CLARIFICATION MEETING</p> <p>A Non-Compulsory Tender Clarification Meeting will be conducted virtually on Microsoft Teams on the 11th of June 2025, from 10h00am for a period of ± 2 (two) hours.</p> <p>To access and attend the meeting, click on the link: Replacement & Installation of Fence PoN & CKQ</p> <p>Despite the clarification meeting being non-compulsory, Transnet nevertheless encourages all tenderers to attend. Transnet will not be held responsible if any tenderer who did not attend the non-compulsory clarification meeting subsequently feels disadvantaged as a result thereof.</p> <p>COMPULSORY SITE VISIT (Non-attendance will disqualify tenderer)</p> <p>Site walk/visit will take place on a different day than the non-compulsory clarification meeting in the following order:</p>

	<p>The site visit will be held on 12 June 2025 from 8h30am. All potential tenderers to assemble at the Port of Ngqura, eMendi Building, Lower Ground, Elwandle Boardroom, Port Elizabeth.</p> <p>The order of visiting the sites will be as follows: Firstly, to view the free issue material, the successful tenderer will also analyze the free issue material in detail upon award for utilization Secondly, to the Eastern Breakwater, Thirdly, to the Multi-purpose Terminal (including C100), Fourthly, to the Sand Bypass, and Fifthly and lastly, to the Coega Kop Quarry.</p> <p>It is preferable that the authorized representative/s of the tendering entity or a representative/s of a tendering entity that intends to form a Joint Venture (JV) allow any but not limited to the following three (3) key personnel, Construction Manager, Quality Officer, Civil Engineer and the tendering entity's supplier of fencing (concrete and hot dipped galvanized wire mesh) to attend the site visit where they will enquire on the drawings, site related questions to ensure the tendering entity quotes accurately for each section of the scope of work.</p> <ul style="list-style-type: none"> • Tenderers to provide own transportation and accommodation (if required). • It is compulsory for tenderers to wear hard hats, safety shoes/boots, reflective visibility vests. • Tenderers are requested to bring life jackets in the event where a tenderer wishes to view the site/s close to water boundaries. • Tenderers without the recommended Personal Protective Equipment (PPE) will not be allowed on the site walk/visit. • 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. <p>The relevant people attending the meeting must ensure that their identity documents, passports, or drivers' licenses are in their possession for inspection at the access control gates.</p> <p>Certificate of Attendance in the form set out in the Returnable Schedule T2.2-01 hereto must be completed and submitted with your Tender as proof of attendance is required for a compulsory site visit. An attendance register will be completed for the compulsory site visit and used to issue the Returnable Schedule T2.2-01 Certificate of Attendance signed by the Employer's Representative at the end of the compulsory site visit.</p>
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	Tenderers failing to attend the compulsory site visit will be disqualified.
CLOSING DATE	15h00 on 30 June 2025 Tenderers must ensure that tenders are uploaded timeously onto the system. If a tender is late, it will not be accepted for consideration.

2. TENDER SUBMISSION

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

- 2.1. This tender document includes a clause indicating that all tenderers must not submit information relating to 3rd parties as part of their bid submission unless there is an agreement between the tenderer and the 3rd party, for the tenderer to submit such information, or the tenderers have formed a JV/Consortiums or the information is relating to a subcontractor.
- 2.2. The Transnet e-Tender Submission Portal can be accessed as follows:
Log on to the Transnet e-Tenders management platform website (<https://transnetetenders.azurewebsites.net>);
 - 2.2.1. Click on "ADVERTISED TENDERS" to view advertised tenders;
 - 2.2.2. Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);
 - 2.2.3. Click on "SIGN IN/REGISTER" - to sign in if already registered;
 - 2.2.4. Toggle (click to switch) the "Log an Intent" button to submit a bid;
 - 2.2.5. Submit bid documents by uploading them into the system against each tender selected.
 - 2.2.6. 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.**
- 2.3. 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.

- 2.4. 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 five (5) 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 T2.2-24, **[Breach of Law]** whether or not they have been found guilty of a serious breach of law during the past five (5) 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:
 - 4.12.1. *unduly high or unduly low tendered rates or amounts in the tender offer;*
 - 4.12.2. *contract data of contract provided by the tenderer; or*
 - 4.12.3. *the contents of the tender returnables which are to be included in the contract.*
- 4.13. Modify the RFP's Works information;
- 4.14. Award a contract in connection with this Proposal at any time after the RFP's closing date;
- 4.15. Award a contract for only a portion of the proposed Works which are reflected in the scope of this RFP;
- 4.16. Split the award of the contract between more than one Contractor, as may be explicitly articulated in the conditions or objective criteria to this RFP;
- 4.17. Cancel the bid process;
- 4.18. Validate any information submitted by Respondents in response to this bid. This would include, but is not limited to, requesting the Respondents to provide supporting evidence. By submitting a bid, Respondents hereby irrevocably grant the necessary consent to Transnet to do so;
- 4.19. Request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 4.20. Not accept any changes or purported changes by the Respondent to the bid rates after the closing date and/or after the award of the business, unless the contract specifically provided for it;
- 4.21. To cancel the contract and/request that National Treasury place the Respondent on its Database of Restricted Suppliers for a period not exceeding 10 years, on the basis that a contract was awarded on the strength of incorrect information furnished by the Respondent or on any other basis recognised in law;
- 4.22. To award the business to the next ranked tenderer, provided that he/she is still prepared to provide the required Works at the quoted price, should the preferred tenderer fail to sign or commence with the contract within a reasonable period after being requested to do so. Under such circumstances, the validity of the bids of the next ranked bidder(s) will be deemed to remain valid, irrespective of whether the outcome of the tender has been published the outcome of the bid process on the National Treasury e-tender Portal and Transnet website. Tenderers may therefore be requested to advise whether they would still be prepared to provide the required Works at their quoted price.
- 4.23. Request a tenderer to furnish further information relating to its Environmental, Social and Governance (ESG) standing at any stage of the procurement or contracting process. This information may not be used for purposes of evaluation and/or disqualify tenderer but may be use for purpose of record and analysis of ESG compliance.

- 4.24. Where sub-contracting is applied in a tender, conduct due diligence assessment on the sub-contractor(s) and this may entail requesting the tenderer to provide further information relating to the sub-contractor(s) or directly requesting the information from the sub-contractor(s) as well as conducting any necessary investigations on the sub-contractor(s) to detect issues of "FRONTING".
- 4.25. Note that Transnet will not reimburse any Respondent for any preparatory costs or other work performed in connection with its Proposal, whether or not the Respondent is awarded a 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

Signed

Date

.....

.....

Name

Position

.....

.....

Tenderer

.....

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
Annexure A	How to Access Transnet e-Tenders guide
	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
Annexure B	Certificate of Insurance
Annexure C	List of Guarantee Issuers
Part C2: Pricing data	C2.1 Pricing instructions
	C2.2 Bill of Quantities
Part C3: Scope of work	C3.1 Works Information and Drawings
Part C4: Site information	C4.1 Site information

C.1.4	The Employer's agent is:	Regional Procurement Manager
	Name:	Kwanele Mtembu
	Address:	1 Hely Hutchinson Road, Quikney, East London
	E – mail	TNPAPOELABOVE@transnet.net

Tenderers are to note the following key activities regarding the scope of work for replacement of fence:

- Section 1:** There will be replacement of concrete palisade fence with concrete wall at Coega Kop Quarry.
- Section 2:** There will be replacement of steel palisade fence including new swing gates with hot dipped galvanised mesh fence at the Port of Ngqura as the Eastern breakwater, Western breakwater and Sand bypass are currently fenced off with steel palisade fencing.
- Section 2:** There will be replacement of wire mesh fence including new swing gates with hot dipped galvanised mesh fence, at the Port of Ngqura and these areas include the Eastern breakwater (Lighthouse area) and Multi-purpose Terminal (including C100).
- Section 2:** There will be new installation of hot dipped galvanised wire mesh fence including new swing gates, new pedestrian gate and a new turnstile for the previously not fenced off areas at the Port of Ngqura Provision of as-built drawings and these areas are Seawall between Automated Mooring System and C-berth, and a section at Western Breakwater.

Tenderers are to further take note of the current available **free issue material** that the successful tenderer will assess upon award prior to procurement of material of the project:

No.	Material Description	Quantity
1	Posts 3200mm coated	2 937
2	Post Caps	2 020

C.2.1

Evaluation Criteria and Scoring Scale

Tests for Administrative and Substantive Responsiveness

1. Stage One Step 1: Test for Administrative Responsiveness – **evaluation at Tenderer's level**

The test for administrative responsiveness will include the following:

<i>Administrative and Substantive responsiveness check</i>	
• Whether the Bid has been lodged on time	
• Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time	
• Verify the validity of all returnable documents	
• Verify if the Bid document has been duly signed by the authorised respondent	
• Verify the tendering option/s tendered for	
• Whether any technical pre-qualification criteria set by Transnet, have been met as follows:	
✓ Valid Professional Registration of Key Personnel:	
▪ Construction Manager – to be registered as a Professional Construction Manager (Pr. CM) with the South African Council for the Project and Construction Management Professions (SACPCMP) and	
▪ Civil Engineer – to be registered as a Professional Engineer (Pr. Eng), or Professional Engineering Technologist (Pr. Tech Eng) or Professional Engineering Technician (Pr. Eng Techni) with the Engineering Council of South African (ECSA)	
✓ CIDB Grading of	7SQ or higher

- | |
|--|
| <ul style="list-style-type: none"> • Whether the Bid contains a responsive priced offer |
| <ul style="list-style-type: none"> • Whether the Bid materially complies with the scope of work given |

2. Stage One Step 2: Test for Substantive Responsiveness – **evaluation at Tenderer's level**

2.1 Stage One Step 2A - Eligibility with regards to attendance at the compulsory site visit (not to be confused with a non-compulsory clarification meeting):

- 2.1.1. 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 site visit.
- 2.1.2. It is preferable that the authorised representative/s of the tendering entity or a representative/s of a tendering entity that intends to form a Joint Venture (JV) allow any of the following three (3) key personnel, Project Manager, Quality Officer, Civil Engineer and the tendering entity's supplier of fencing (concrete and hot dipped galvanized wire mesh) to attend the site visit where they will enquire on the drawings, site related questions to ensure the tendering entity quotes accurately for each section of the scope of work.
- 2.1.3. The arrangements for a compulsory site visit are as stated in the Tender Notice and Invitation to Tender. Tenderers must complete and sign the attendance register. Addenda will be issued to tenderers that attended and will only be received from those tendering entities including those entities that intends forming a joint venture appearing on the attendance register.
- 2.1.4. Tenderers are also urged to bring **Annexure A Drawings** of the scope of work to the site visit and obtain the returnable document **T2.2-01 certificate of attendance** signed off by the Employer's authorised representative at the end of the site visit.

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

2.2 **Stage One Step 2B - Technical Pre-Qualification of Key Personnel Registrations:**

- 2.2.1 Only tenderers with the two (2) listed key personnel (Construction Manager and Civil Engineer) who are registered with South African Council for the Project and Construction Management Professions (SACPCMP) and Engineering Council of South Africa (ECSA), will be evaluated on this stage as per the below registration requirements.

No.	Key Personnel	Registration Requirements
1	Construction Manager	Valid registration with South African Council for the Project and Construction Management Professions (SACPCMP) as a Professional Construction Manager (Pr. CM)
2	Civil Engineer	Valid Registration with Engineering Council of South Africa (ECSA) as a Professional Engineer (Pr. Eng) or Professional Engineering Technologist (Pr. Tech Eng) or Professional Engineering Technician (Pr. Eng Techni)

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

2.3 **Stage One Step 2C - Eligibility in terms of the Construction Industry Development Board:**

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

2.3.2 The most up to date information is always available on the CIDB web site.
As a result, TNPA must check the status of contractors on the website and not rely on contractor registration certificates.

2.3.3 Joint Venture (JV)

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

- 2.3.3.1 every member of the joint venture is registered with the CIDB;
 - 2.3.3.2 the lead partner has a contractor grading designation of not lower than one level below the required class of construction works under consideration and possesses the required recognition status; and
 - 2.3.3.3 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 an **7SQ 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
- 2.3.4 The tenderer shall provide a certified copy of its signed joint venture agreement.
- 2.3.5 The most up to date information is always available on the CIDB web site.
As a result, TNPA must check the status of contractors on the website and not rely on contractor registration certificates.

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

The test for administrative responsiveness [Step One] and the test for substantive responsiveness [Step Two] must be passed for a Respondent's Proposal to progress to Stage Two for further evaluation.

C3.11 **3. Stage Two – Functionality – evaluation at Tenderer's level**

Only those tenderers who obtain the minimum qualifying score for functionality will be evaluated further in terms of price and the applicable preference point system. The minimum qualifying for score for functionality is **60** points.

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

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

Functionality shall be scored independently by not less than two (2) qualified evaluators and averaged in accordance with the following schedules:

- 3.1. T2.2-04 Tenderer's Organogram
- 3.2. T2.2-05A to B Key personnel experience and qualifications
- 3.3. T2.2-06 Tenderer's Previous Experience
- 3.4. T2.2-07 Method Statement
- 3.5. T2.2-08 Programme
- 3.6. T2.2-09 Health and Safety Requirements
- 3.7. T2.2-10 Quality Management
- 3.8. T2.2-11 Environmental Management

Each evaluation criteria will be assessed in terms of scores of 0, 20, 40, 60, 80 or 100
The scores of each of the evaluators will be averaged, weighted, and then totalled to
obtain the final score for functionality, unless scored collectively. (See CIDB Inform
Practice Note #9).

**Note: Any tender not complying with the above-mentioned requirements,
will be regarded as non-responsive and will therefore not be considered for
further evaluation.**

Functionality Criteria

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

Functionality criteria	Sub-criteria	Sub-criteria points	Maximum number of points
T2.2-04 Tenderer’s Organogram	Tenderer’s Organogram	04	04
T2.2-05A TO B Key Personnel Experience and Qualifications	Experience	15	20
	Qualification/s	5	
T2.2-06 Tenderer’s Previous Experience	Tenderer’s Previous Experience	20	20
T2.2-07 Method Statement	The method statement shall include as a minimum but not limited to the following critical elements 1. Construction method and sequence of all aspects of the works 2. The removal of the existing fencing 3. Approval process between the Employer	25	25

	<p>and Contractor when procuring items and executing the construction works.</p> <p>4. The setting out and excavation process to be conducted</p> <p>5. Formwork, mixing and pouring of concrete methodology</p> <p>6. The installation of the fencing including handover and security management plan</p> <p>7. The guaranteed requirements for both the hot dipped galvanised mesh fence and precast concrete wall</p>		
T2.2-08 Programme	The Tenderer must provide a programme which provides the detail that would indicate the order and timing of activities to carry out the works in terms of the Employer's requirements and within the stipulated timeframes	10	10
T2.2-09 Health and Safety	Health and Safety (H&S) Management system	2	07
	Baseline Risk Assessment	1	
	Health and Safety Officer's Experience and Qualification	1	
	Health and Safety Officer's Registration	2	
	Health and Safety Cost Breakdown	1	

T2.2-10 Quality Requirements	Project Quality Plan	2	07
	Quality Officer's Experience	1	
	Quality Officer's Qualifications	2	
	Quality Control Plan	2	
T2.2-11 Environmental Requirements	Environmental Management Plan	2	07
	Environmental Policy	2	
	Environmental Officer Qualification	1	
	Environmental Officer Experience	1	
	List of projects	1	
Maximum possible score for Functionality			100
<i>Any tenderer that fails to meet the stipulated minimum threshold criteria of 60 points will be regarded as an unacceptable tender.</i>			

4. Stage Three – Preference Point System – evaluation at Item (Each Section of the Scope of Work) level

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

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

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

Tenderers will be evaluated per group of number of Sections of the scope of work they tendered for:

Group 1: All Tenderers tendering for all 2 Sections of the scope of work

Group 2: All Tenderers tendering for Section 1: Coega Kop Quarry for Concrete fencing

Group 3: All Tenderers tendering for Section 2: Port of Ngqura for Hot Dipped Galvanized Mesh fencing.

Thresholds	Minimum Threshold
Functionality	60

Evaluation Criteria	Final Weighted Scores	Final Weighted Scores
Price and Total Cost of Ownership	80	90
Specific goals - Scorecard	20	10
TOTAL SCORE:	100	100

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

In terms of Transnet Preferential Procurement Policy (TPPP) and Procurement Manuals, the following preference points must be awarded to a tenderer who provides the relevant required evidence for claiming points per Group 1 to 3.

Specific Goals	Number of points (80/20 system)	Number of points (90/10 system)
B-BBEE Status Level of Contributor 1 or 2	06	03
The promotion of supplier development through subcontracting for a minimum of 30% of the value of a contract to South African Companies which are: I. EMEs and/or QSEs black owned	14	07

Non-compliant and/or Level 3-8 contributors	00	00
---	----	----

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

Specific Goal	Acceptable Evidence
B-BBEE Status Level of Contributor 1 or 2	1. B-BBEE Certificate / Sworn Affidavit / CIPC B-BBEE Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines
Note: Sub-contracting agreement to outline the contract activities to be subcontracted in line with the scope of works	
The promotion of supplier development through subcontracting for a minimum of 30% of the value of a contract to South African Companies which are: I. EMEs and/or QSEs black owned	1. Sub-contracting agreement/s 2. Subcontractors B-BBEE Certificate / Sworn Affidavit / CIPC B-BBEE Certificate as per DTIC guidelines

The maximum points for this bid are allocated as follows per Group 1 to 3:

<u>DESCRIPTION</u>	<u>POINTS</u>	<u>POINTS</u>
Price	80	90
B-BBEE Status Level of Contributor 1 or 2	06	03
The promotion of supplier development through subcontracting for a minimum of 30% of the value of a contract to South African Companies which are: I. EMEs and/or QSEs black owned	14	07
Non-compliant and/or Level 3-8 contributors	00	00
Total points for Price and Specific Goals must not exceed	100	100

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

5. Stage Four – Commercial Evaluation - evaluation at Item (Each Section of the Scope of Work) level

This evaluation will be conducted on shortlisted Tenderers that have qualified on all stages of evaluations per Group 1 to 3.

6. Stage Five – Financial Risk Analysis Evaluation - evaluation at Tenderer's level

This evaluation will be conducted on shortlisted Tenderers that have qualified on all stages of evaluations.

7. Stage Six – Probity Check Evaluation - evaluation at Tenderer's level

This evaluation will be conducted on shortlisted Tenderer/s that have qualified on all stages of evaluations.

8. Stage Seven – Post Tender Negotiations (PTN) - evaluation at Item (Each Section of the Scope of Work) level

This evaluation will be conducted on Tenderers that have qualified on all stages of evaluations per Group 1 to 3.

- 8.1 Respondents are to note that Transnet may not award a contract if the price offered is not market related. In this regard, Transnet reserves the right to engage in PTN with the view to achieving a market-related price.
- 8.2 Negotiations will be done in a sequential manner i.e.:
 - first negotiate with the highest ranked tenderer per Section of the scope of work, should such negotiations fail,
 - negotiate with the 2nd to the last ranked tenderer per Section of the scope of work (if required) in a sequential manner.
- 8.3 In the event of any Respondent being notified of such short-listed/preferred tenderer status, his/her bid, as well as any subsequent negotiated best and final offer/s (BAFO), will automatically be deemed to remain valid during the negotiation period and until the ultimate award of business.
- 8.4 Should Transnet conduct post tender negotiations, Respondents will be requested to provide their best and final offers to Transnet based on such negotiations. Where a market related price has been achieved through negotiation, the contract will be awarded to the successful Respondent(s).

9. Step Eight – Objective Criteria - evaluation at Item (Each Section of the Scope of Work) level

Transnet reserves the right to award the business to the highest scoring tenderer per Group of 1 to 3 unless objective criteria justify the award to another tenderer as stated on C.3.13 below.

10. Step Nine - Award of business and conclusion of contract/s - evaluation at Item (Each Section of the Scope of Work) level

10.1 Immediately after approval to award the contract/s has been received, the successful tenderer(s) will be informed of the acceptance of his/their Bid by way of a Letter of Award. Thereafter the final contract/s will be concluded with the successful Respondent(s).

10.2 A final contract will be concluded and entered into with the successful tenderer/s at the acceptance of a letter of award by the Respondent/s.

10.3 The award of business will be on either one of the following options:

10.3.1 **Option 1:** an award to one (1) tenderer for all two (2) Sections of the scope of work, or

10.3.2 **Option 2:** a split award to two (2) tenderers per Section of the scope of work as per the group rankings on Stage three (3) of preference point system.

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

C2.15.1 offer are as follows:

Identification details:

The tender documents must be uploaded with:

- Name of Tenderer:
- Contact person and details:
- The Tender Number: TNPA/2025/04/0017/94422/RFP
- The Tender Description: For the Replacement of Fence at the Port of Ngqura and Coega Kop Quarry for a period of 10 months

Documents must be marked for the attention of:

Employer's Agent: Kwanele Mtembu

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: **15h00** on the **30th of June 2025**

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** from 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 an **affidavit** confirming annual turnover and level of black ownership, in line with the code of good practice, together with the tender;
3. A valid CIDB certificate in the correct designated grading;
4. Proof of registration on the Central Supplier Database;
5. Letter of Good Standing with the Workmen's compensation fund by the tendering entity or separate Letters of Good Standing from all members of a newly constituted JV.

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

C.3.13 Tender offers will only be accepted if:

1. The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
 2. the tenderer does not appear on Transnet's list for restricted tenderers and National Treasury's list of Tender Defaulters;
-

3. the tenderer has fully and properly completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state.
 4. Transnet reserves the right to award the tender to the tenderer who scores the highest number of points overall, unless there are **objective criteria** which will justify the award of the tender to another tenderer. Objective criteria include but are not limited to the outcome of a due diligence exercise to be conducted. The due diligence exercise may take the following factors into account inter alia;

the tenderer:
 - a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
 - b) is not undergoing a process of being restricted by Transnet or other state institution that Transnet may be aware of,
 - c) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise, and the personnel, to perform the contract,
 - d) has the legal capacity to enter into the contract,
 - e) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
 - f) complies with the legal requirements, if any, stated in the tender data and
 - g) is able, in the option of the employer to perform the contract free of conflicts of interest.
 5. **The objective criteria to be used for this tender is the following:** The rotation of suppliers to promote opportunities for other suppliers, by overlooking a
-

supplier that has been awarded business repeatedly overtime in order to benefit other suppliers in the market.

6. The objective criteria will be applied as follows: Transnet will request any relevant information from the shortlisted tenderers to confirm 6.1.1 to 6.1.3 statements below -
 - 6.1. Tenderers who have been awarded two (2) or more fencing projects from January 2022 to-date by TNPA (Head Office and all eight (8) Ports);
 - 6.1.1. where two (2) or more of those projects are $\geq 50\%$ incomplete to-date when compared to the original project programme, or
 - 6.1.2. where two (2) or more of those projects are underperforming against the original awarded programme and will not be completed by the original contracted period, or
 - 6.1.3. where two (2) or more of those projects are underperforming due to a lack of key resources that are shared between two (2) or more projects as contrary to the original awarded proposed resources for each project,
 - 6.2. the highest scoring tenderer will be overlooked to benefit other Contractors subject to 6.1.1 to 6.1.3
7. As part of the Tenderer's Previous Experience, tenderers are requested to submit a list of fencing projects awarded by Transnet National Ports Authority (Head Office and all eight (8) Ports) from January 2022 to-date including the period of each project.

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

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

Annexure A

How to Access Transnet e-Tenders guide

"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

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
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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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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
☒

Submit Intent **Cancel**

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](#)



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MY SUBMISSION INTENTS

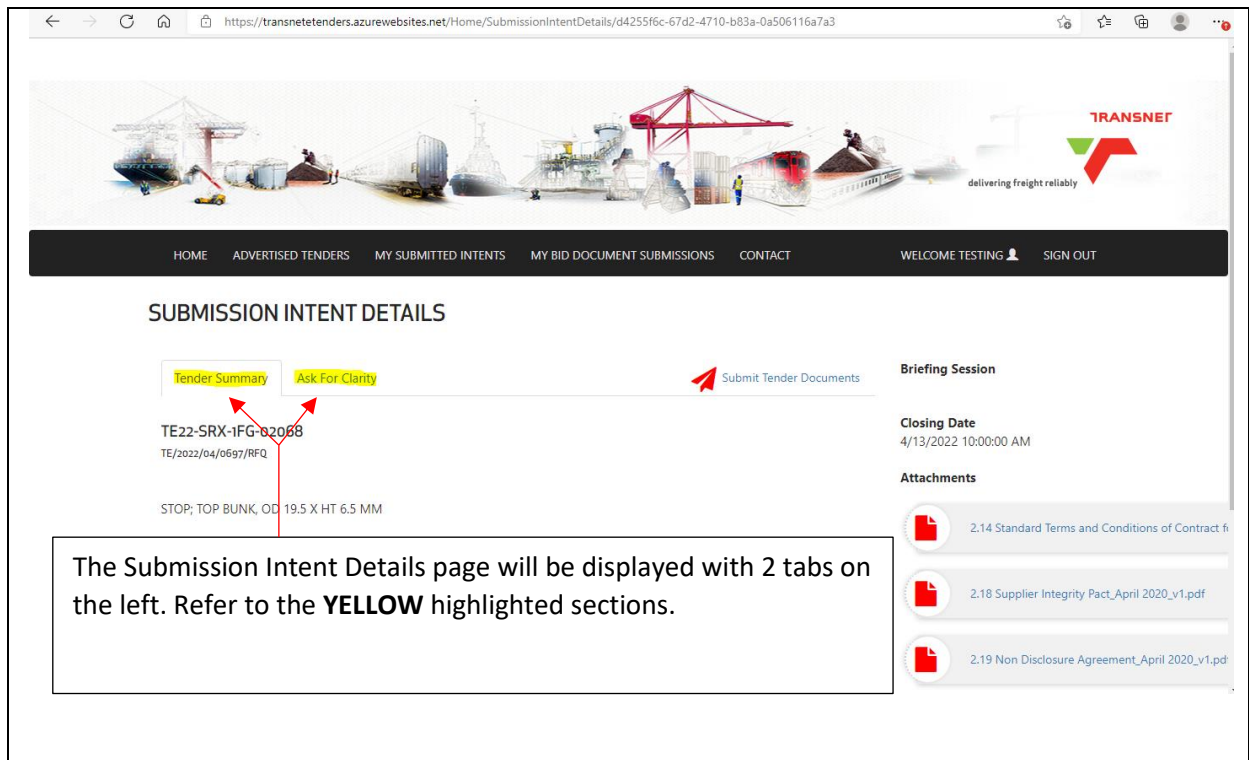
Show 10 entries

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://transnetetenders.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://transnetetenders.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

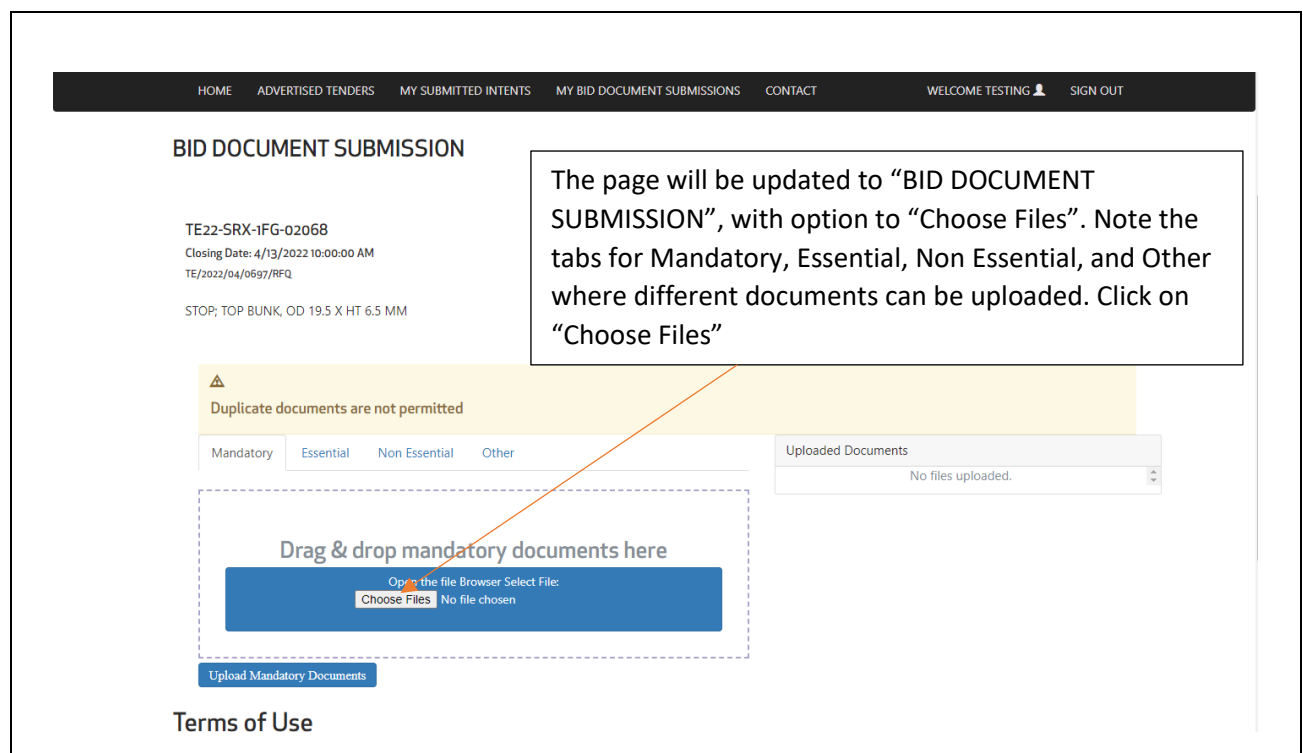
When the bidder has completed the returnable documents and scanned to their PC/Laptop, the next step would be to upload the documents. Click on “Submit Tender Documents”

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.



BID DOCUMENT SUBMISSION

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

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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”

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

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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
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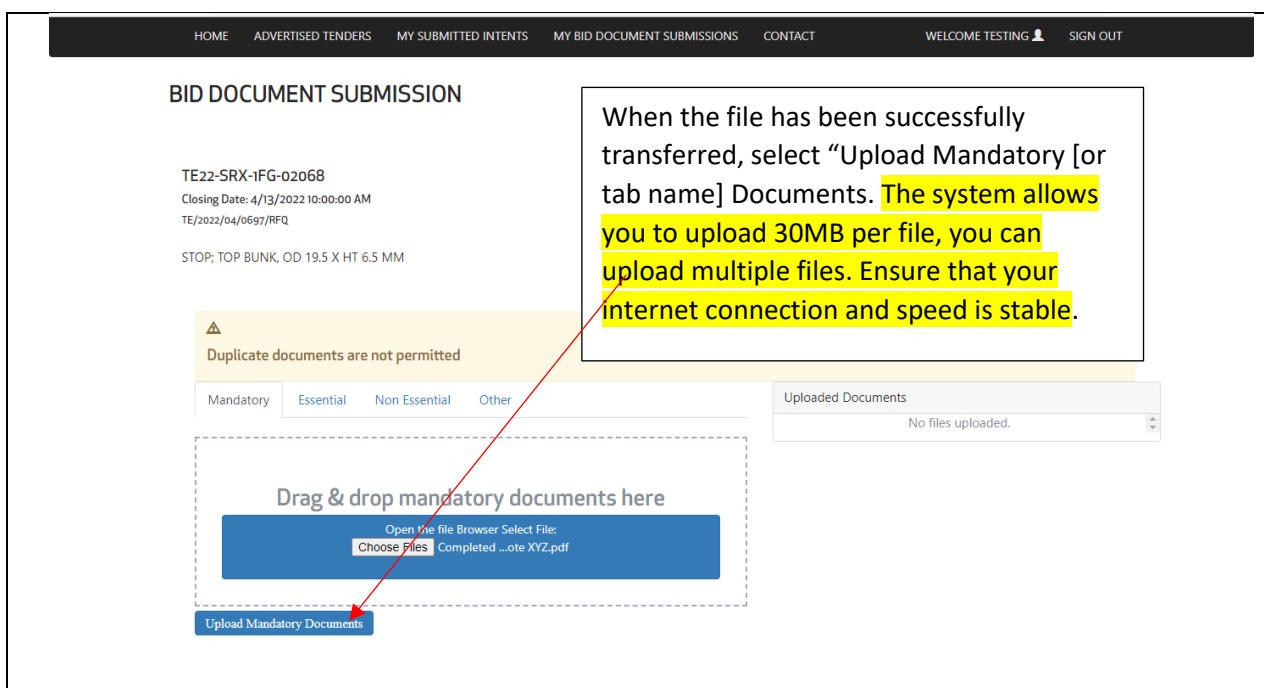
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Upload Mandatory Documents

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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.



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TE/2022/04/0697/RFQ

STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

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Mandatory Essential Non Essential Other

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Choose Files No file chosen

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Completed quote XYZ.pdf - Document Type: Mandatory Documents

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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.

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Show 10 entries Search:

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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.

The Tender

Part T2

T2.1 List of Returnable Documents

2.1.1 This schedule is required for the purpose of tendering options:

The available two (2) tendering options: Schedule for tendering options as part of the RFP cover page

2.1.2 These schedules are required for pre-qualification and eligibility purpose

T2.2-01 **Stage One Step 2A** as per Compulsory attendance of Site Visit: **Eligibility Criteria Schedule** - Certificate of attendance at Compulsory Tender Site Visit

T2.2-02 **Stage One Step 2B** as per valid Professional Registrations: **Eligibility Criteria Schedule** – Professional Registrations with SACPCMP and ECSA

T2.2-03 **Stage One Step 2C** as per Construction Industry Development Board: **Eligibility Criteria Schedule** CIDB Registration or Application

2.1.3 Stage Two: these schedules will be utilised for evaluation purposes:

T2.2-04 Tenderer's Organogram

T2.2-05 Key Personnel Experience and Qualifications

T2.2-05a Curriculum Vitae indicated required experience for all key personnel

T2.2-05b Copies of qualifications for all key personnel

T2.2-06 Tenderer's Previous Experience

T2.2-06a Award Letters/Form of Offer with Contract Data for Previous Civil/Fencing construction projects

T2.2-06b Reference Letters for Previous Civil/Fencing construction projects

T2.2-06c Completion Certificate Letters for Previous Civil/Fencing construction projects

T2.2-06d List of fencing projects awarded by Transnet National Ports Authority (Head Office and all eight (8) Ports) from January 2022 to-date including the period of each project (for objective criteria)

T2.2-07 Method Statement

T2.2-08 Programme

T2.2-09 Health and Safety Management

T2.2-09a Project Specific Health and Safety Plan

T2.2-09b	Signed and Dated Health and Safety Policy
T2.2-09c	Emergence Procedure
T2.2-09d	Incident Management Procedure
T2.2-09e	Letter of Good Standing
T2.2-09f	Baseline risk assessment
T2.2-09g	Copy/ies of qualification/s of Safety Officer
T2.2-09h	Curriculum Vitae indicating experience of Safety Officer
T2.2-09i	Professional Registration of Safety Officer with SACPCMP
T2.2-09j	H&S Cost budget
T2.2-10	Quality Management
T2.2-10a	Project Quality Plan
T2.2-10b	Curriculum Vitae indicating experience of Quality Officer
T2.2-10c	Copy/ies of qualification/s of Quality Officer
T2.2-10d	Quality Control Plan
T2.2-11	Environmental Management
T2.2-11a	Environmental Management Plan
T2.2-11b	Environmental Policy
T2.2-11c	Curriculum Vitae indicating experience of Environmental Officer
T2.2-11d	Copy/ies of qualification/s of Environmental Officer
T2.2-11e	List of projects where environmental duties of a similar nature

2.1.4 Returnable Schedules:

General:

	Standard Bidding Document (SBD) 1
T2.2-12	Authority to submit tender
T2.2-13	Record of addenda to tender documents
T2.2-14	Letter of Good Standing for Occupational Injuries and Diseases Act (COIDA)
T2.2-15	Risk Elements
T2.2-16	Availability of equipment and other resources
T2.2-17	Schedule of proposed Subcontractors
T2.2-18	Site Establishment requirements
T2.2-19	Capacity and capability to meet delivery schedule

T2.2-20 CIDB SFU ANNEX G Compulsory Enterprise Questionnaire

T2.2-21 Job Creation

2.1.5 Agreement and Commitment by Tenderer:

T2.2-22 Non-Disclosure Agreement

T2.2-23 RFP Declaration Form

T2.2-24 RFP – Breach of Law

T2.2-25 Certificate of Acquaintance with Tender Document

T2.2-26 Service Provider Integrity Pact

T2.2-27 Supplier Code of Conduct

T2.2-28 Certified copy of signed joint venture agreement (where applicable)

T2.2-29 DPIIP or FPPO

T2.2-30 POPIA

T2.2-31 Supplier Declaration Form

2.1.6 Bonds/Guarantees/Financial/Insurance:

T2.2-32 Insurance provided by the Contractor

T2.2-33 Form of Intent to provide a Performance Guarantee

T2.2-34 Forecast Rate of Invoicing

T2.2-35 Latest 3 Years Audited Financial Statements

2.1.7 Stage Three: These schedules will be utilised for claiming points for preference point system (80/20 or 90/10):

T2.2-36 **B-BBEE** Certificate or Sworn Affidavit or CIPC B-BBEE Certificate or Consolidated B-BBEE scorecard in case of JV, will be accepted as per DTIC guidelines.

T2.2-37 The promotion of supplier development through **subcontracting** for a minimum of 30% of the value of a contract to South Africa Companies which are: EMEs and/or QSEs black owned.

T2.2-37a Sub-contracting agreement/s

T2.2-37b Subcontractors B-BBEE Certificate or Sworn Affidavit or CIPC B-BBEE Certificate as per DTIC guidelines

2.2 Agreement

2.2.1 C1.1 Form of Offer & Acceptance

2.2.2 C1.2 Contract Data

TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2025/04/0017/94422/RFP

DESCRIPTION OF THE WORKS: REPLACEMENT AND INSTALLATION OF FENCE AT THE PORT OF NGQURA AND COEGA KOP QUARRY FOR A PERIOD OF 10 MONTHS

2.3 Form of Securities

2.3.1 C1.3 Form of Guarantee (T2.2-33 above)

2.4 Pricing Data

2.4.1 C2.1 Pricing Instructions

2.4.2 C2.2 Bill of Quantities

Signed

Date

Name

Position

Tenderer

T2.2-01: Eligibility Criteria Schedule:

Certificate of Attendance at Compulsory Tender Site Visit

This is to certify that

Represented by: _____ (Company Name)

(Name and Surname)

Was represented at the compulsory tender site visit

Held at:	Port of Ngqura, eMendi Building, 2 Neptune Road, Off Klub Road, Ground Floor, Port Elizabeth (Assembly point) then to the following sites: Firstly, to view the free issue material, Secondly, to the Eastern Breakwater, Thirdly, to the Multi-purpose Terminal (including C100), Fourthly, to the Sand Bypass, and Fifthly and lastly, to the Coega Kop Quarry	
On (date)	12 th of June 2025	Starting time: 08h30am

It is preferable that the authorized representative/s of the tendering entity or a representative/s of a tendering entity that intends to form a Joint Venture (JV) allow any but not limited to the following three (3) key personnel, **Construction Manager, Quality Officer, Civil Engineer** and the **tendering entity's supplier of fencing** (concrete and hot dipped galvanized wire mesh) to attend the site visit where they will enquire on the drawings, site related questions to ensure the tendering entity quotes accurately for each section of the scope of work.

Particulars of person(s) attending the site visit:

Name _____ Signature _____
Capacity _____

Attendance of the above company at the site visit was confirmed:

Name Kwanele Mtembu Signature _____

For and on Behalf of the Employers Agent Date 12 June 2025

T2.2-02: Technical Pre-Qualification Evaluation Schedule: Key Personnel Registrations

Note to tenderers:

Tenderers are to submit professional registered listed key personnel with South African Council for the Project and Construction Management Professions (SACPCMP) and Engineering Council of South Africa (ECSA). Each key personnel must submit a valid proof of registration.

Any tenderer that fails to meet the stipulated technical pre-qualification registrations requirement will be regarded as an unacceptable tender (disqualified) and will not be evaluated further.

No.	Key Personnel	Registration Requirements	Key Personnel's Name	Type of Registration
1	Construction Manager	Valid registration with South African Council for the Project and Construction Management Professions (SACPCMP) as a Professional Construction Manager (Pr. CM)		
2	Civil Engineer	Valid Registration with Engineering Council of South Africa (ECSA) as a Professional Engineer (Pr. Eng) or Professional Engineering Technologist (Pr. Tech Eng) or Professional Engineering Technician (Pr. Eng Techni)		

Signed

Date

Name

Position

Tenderer

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

Note to tenderers:

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

CRS Number ¹	Status	Grading	Expiry Date

1. Only those tenderers who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a valid contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a **7SQ 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:
 - 2.1. every member of the joint venture is registered with the CIDB;
 - 2.2. the lead partner has a contractor grading designation of not lower than one level one level below the required grading designation in the class of construction works under consideration and possesses the required recognition status;
 - 2.3. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **7SQ 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;
 - 2.4. the Contractor shall provide the employer with a certified copy of its signed joint venture agreement; and
 - 2.5. and in the event that the joint venture is an 'Incorporated Joint Venture' the Memorandum of Incorporation to be provided within 4 (four) weeks of the Contract Date.
 - 2.6. The most up to date information is always available on the CIDB web site. As a result, TNPA must check the status of contractors on the website and not rely on contractor registration certificates.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

1 Tenderer to add lines in case of more than one partners tendering such as a Joint Venture or Consortium etc.

T.2.2-04: Evaluation Schedule: Tenderer's Organogram (04 Points)

The Tenderer must provide a **SIGNED** organogram by the company's head/CEO showing on-site and off-site personnel. The organogram must show the key personnel that will be executing the project as listed below and **ATTACH**:

1. A clear and precise indication of at least three (3) of the five (5) key personnel's **FUNCTIONS** that will be executing the project with,
2. Structured descriptions of **ROLES AND RESPONSIBILITIES** of at least three (3) of the five (5) key personnel that will be executing the project.

Key personnel for the project to be visible are:

- 1) **Construction Project Manager**
- 2) **Construction Manager**
- 3) **Site Supervisor**
- 4) **Project Planner**
- 5) **Civil Engineer**

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

TOTAL POINTS (4)		Tenderer's Organogram
Score	0	No Submission / Organogram not signed / functions with roles and responsibilities of key personnel not attached / Organogram with only off-site personnel
	20	The Organogram is signed by the company's head/CEO with a clear and precise indication of one (1) key personnel's functions with structured descriptions of roles and responsibilities of one (1) key personnel
	40	The Organogram is signed by the company's head/CEO with a clear and precise indication of two (2) key personnel's functions with descriptions of roles and responsibilities of two (2) key personnel
	60	The Organogram is signed by the company's head/CEO with a clear and precise indication of three (3) key personnel's functions with structured descriptions of roles and responsibilities of three (3) key personnel
	80	The Organogram is signed by the company's head/CEO with a clear and precise indication of four (4) of the key personnel's functions with structured descriptions of roles and responsibilities of four (4) key personnel
	100	The Organogram is signed by the company's head/CEO with a clear and precise indication of all five (5) the key personnel's functions with structured descriptions of roles and responsibilities of all five (5) key personnel

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

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

T.2.2-05A: Evaluation Schedule - Key Personnel Experience (15 Points)

Key site personnel's experience is required to confirm capability to execute the project and must be submitted in the form of detailed Curriculum Vitae (CVs). Detailed CV's must demonstrate that key site personnel have sufficient knowledge, experience to provide the required works on the construction of similar projects.

Detailed CVs of the following Key site personnel listing minimum requirements will be evaluated:

1) Construction Project Manager:

At least 10 years of post-graduation working experience in the construction of similar projects or related infrastructure projects, focusing on managing and overseeing the construction contract works to completion. As an added advantage the technical experience should include knowledge of the NEC3 Engineering Construction Contract (ECC) management.

2) Construction Manager:

At least 8 years of post-graduation working experience overseeing the management of similar construction projects or related infrastructure projects.

3) Site Supervisor:

At least 5 years of relevant working experience in site supervision is required. Technical experience should be in accordance with the technical and construction legal requirements for the construction of similar projects or related infrastructure projects.

4) Project Planner:

At least 5 years' post-graduation working experience in project planning (developing and managing schedules), mainly in the fields of construction and engineering or similar projects.

5) Civil Engineer:

At least 8 years of post-graduation working experience in Civil Engineering or similar projects.

The scoring of the Key Personnel Experience will be as follows:

TOTAL (15)		Construction Project Manager	Construction Manager	Site Supervisor	Project Planner	Civil Engineer
SUB-TOTAL		(3)	(5)	(1)	(1)	(5)
Score	0	No Submission / Failed to provide relevant experience				
	20	Less than 5 years of post-graduation working experience in the construction of similar projects or related infrastructure projects, focusing on managing and overseeing the construction contract works to completion, including NEC3 Engineering Construction Contract (ECC) management technical experience as an added advantage	Less than 5 years of post-graduation working experience overseeing the management of similar construction projects or related infrastructure projects	Less than 2 years of post-graduation working experience in site supervision of construction of similar projects or related infrastructure projects	Less than 2 years of post-graduation working experience in project planning (developing and managing schedules), mainly in the fields of construction and engineering	Less than 5 years of post-graduation work experience in Civil Engineering or similar projects
	40	From 5 years up to 9 years and 11 months of post-graduation work experience in the construction of similar projects or related infrastructure projects, focusing on managing and overseeing the construction contract works to completion, including NEC3 Engineering Construction Contract (ECC) management technical experience as an added advantage	From 5 years up to 7 years and 11 months of post-graduation working experience overseeing the management of similar construction projects or related infrastructure projects	From 2 years up to 4 years and 11 months of post-graduation working experience in site supervision of construction of similar projects or related infrastructure projects	From 2 years up to 4 years and 11 months of post-graduation working experience in project planning (developing and managing schedules), mainly in the fields of construction and engineering	From 5 years up to 7 years and 11 months post-graduation work experience as a Civil Engineer on similar projects.
	60	10 years of post-graduation work experience in the construction of similar projects or related infrastructure projects, focusing on managing and overseeing the construction contract works to completion, including NEC3 Engineering Construction Contract (ECC) management technical experience as an added advantage	8 years of post-graduation work experience overseeing the management of similar construction projects or related infrastructure projects	5 years of post-graduation working experience in site supervision of construction of similar projects or related infrastructure projects	5 years of post-graduation working experience in project planning (developing and managing schedules), mainly in the fields of construction and engineering	8 years of post-graduation working experience as a Civil Engineer on similar projects.



TOTAL (15)		Construction Project Manager	Construction Manager	Site Supervisor	Project Planner	Civil Engineer
	80	From 10 years, 1month up to 12 years and 11 months of post-graduation working experience in the construction of similar projects or related infrastructure projects, focusing on managing and overseeing the construction contract works to completion, including NEC3 Engineering Construction Contract (ECC) management technical experience as an added advantage	From 8 years, 1month up to 10 years and 11 months of post-graduation work experience overseeing the management of similar construction projects or related infrastructure projects	From 5 years, 1month up to 7 years and 11 months of post-graduation working experience in site supervision of construction of similar projects or related infrastructure projects	From 5 years, 1month up to 7 years and 11 months of post-graduation working experience in project planning (developing and managing schedules), mainly in the fields of construction and engineering	From 8 years, 1month up to 10 years and 11 months of post-graduation working experience as a Civil Engineer on similar projects.
	100	13 years or more post-graduation work experience in the construction of similar projects or related infrastructure projects, focusing on managing and overseeing the construction contract works to completion, including NEC3 Engineering Construction Contract (ECC) management technical experience as an added advantage	11 years or more post-graduation working experience overseeing the management of similar construction projects or related infrastructure projects	8 years and more post-graduation work experience in site supervision of construction of similar projects or related infrastructure projects	8 years or more post-graduation working experience in project planning (developing and managing schedules), mainly in the fields of construction and engineering	11 years or more of post-graduation working experience as a Civil Engineer on similar projects.

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

Signed

Date

Name

Position

Tenderer

T.2.2-05B: Evaluation Schedule - Key Personnel Qualifications (5 Points)

Key site personnel's qualifications are required to confirm capability to execute the project and must be submitted in the form of copies of qualifications. The qualification/s must not only be listed in a CV, but copies of the qualification/s must be submitted for evaluation. The qualifications must be relevant to the project. Irrelevant qualification/s will not be considered and will score no points (zero).

Copies of the minimum qualifications of the following Key site personnel will be evaluated:

1) Construction Project Manager:

A minimum qualification of NQF level 6 in BSc/BEng/BTech/Techni or equivalent qualification in Construction Management/any Engineering or Built Environment fields.

2) Construction Manager:

A minimum relevant qualification of NQF level 6 in BSc/BEng/BTech/Techni or equivalent qualification in Construction Management/any Engineering or Built Environment fields.

3) Site Supervisor:

A minimum relevant qualification of NQF level 4 (National Senior Certificate or Grade 12 certificate) or equivalent in Construction Management.

4) Project Planner:

A minimum relevant qualification of NQF level 6 (Advance Certificate or Higher Certificate or Diploma) or equivalent in Project/Construction Management, **AND** a Microsoft Projects or Primavera P6 training certificate or equivalent.

5) Civil Engineer:

A minimum relevant qualification of NQF Level 6 in (Advance Certificate or Diploma) in Civil Engineering or equivalent.

The scoring of the Key Personnel Qualifications will be as follows:

TOTAL (5)		Construction Project Manager	Construction Manager	Site Supervisor	Project Planner	Civil Engineer
SUB-TOTAL		(1)	(1)	(1)	(1)	(1)
Score	0	No Submission / irrelevant qualification / if submitted 1 of the 2 qualifications for a Planner				
	20	A relevant qualification of lower than an NQF level 5 (Higher Certificate or Advance National-Vocational Certificate) or equivalent qualification in Construction Management/any Engineering or Built Environment fields	A relevant qualification of lower than an NQF level 5 (Higher Certificate or Advance National-Vocational Certificate) or equivalent qualification in Construction Management/any Engineering or Built Environment fields	A relevant qualification of lower than NQF level 3 (General Education and Training Certificate or National Certificate - Vocational level 2) or equivalent in Construction Management	A relevant qualification of NQF level 4 or lower (National Senior Certificate or Grade 12 certificate) or equivalent in Project/Construction Management, AND a Microsoft Projects or Primavera P6 training certificate or equivalent	A relevant qualification of NQF Level 4 or lower (National Senior Certificate or Grade 12 Certificate) or equivalent in Civil Engineering
	40	A relevant qualification of NQF level 5 (Higher Certificate or Advance National-Vocational Certificate) or equivalent qualification in Construction Management/any Engineering or Built Environment fields	A relevant qualification of NQF level 5 (Higher Certificate or Advance National-Vocational Certificate) or equivalent qualification in Construction Management/any Engineering or Built Environment fields	A relevant qualification of NQF level 3 (National Certificate - Vocational or Grade 11 certificate) or equivalent in Construction Management	A relevant qualification of NQF level 5 (Higher Certificate or Advance National-Vocational Certificate) or equivalent in Project/Construction Management, AND a Microsoft Projects or Primavera P6 training certificate or equivalent	A relevant qualification of NQF Level 5 (Higher Certificate or Advance National-Vocational Certificate) or equivalent in Civil Engineering
	60	A relevant qualification of NQF level 6 (Advance Diploma or Higher Certificate or Professional Diploma) in BSc/BEng/BTech or equivalent qualification in Construction Management/any Engineering or Built Environment fields	A relevant qualification of NQF level 6 (Advance Diploma or Higher Certificate or Professional Diploma) in BSc/BEng/BTech or equivalent qualification in Construction Management/any Engineering or Built Environment fields	A relevant qualification of NQF level 4 (National Senior Certificate or Grade 12 Certificate) or equivalent in Construction Management	A relevant qualification of NQF level 6 (Advance Certificate or Higher Certificate or Diploma) or equivalent in Project/Construction Management, AND a Microsoft Projects or Primavera P6 training certificate or equivalent	A relevant qualification of NQF Level 6 (Advance Diploma or Professional Diploma) or equivalent in Civil Engineering
	80	A relevant qualification of NQF level 7 (Bachelor's degree) in BSc/BEng/BTech or equivalent qualification in Construction Management/any Engineering or Built Environment fields	A relevant qualification of NQF level 7 (Bachelor's degree) or equivalent qualification in Construction Management/any Engineering or Built Environment fields	A relevant qualification of NQF level 5 (Higher Certificate or Advance National-Vocational Certificate) or equivalent in Construction Management	A relevant qualification of NQF level 7 (Bachelor's Degree) or equivalent in Project/Construction Management, AND a Microsoft Projects or Primavera P6 training certificate or equivalent	A relevant qualification of NQF Level 7 (BTech or Advanced Diploma) in Civil Engineering

TOTAL (5)		Construction Project Manager	Construction Manager	Site Supervisor	Project Planner	Civil Engineer
	100	A relevant qualification of NQF level 8 (Honours degree/Postgraduate Diploma) in BSc/BEng/BTech or equivalent qualification in Construction Management/any Engineering or Built Environment fields	A relevant qualification of NQF level 8 (Honours degree/Postgraduate Diploma) in BSc/BEng/BTech or equivalent qualification in Construction Management/any Engineering or Built Environment fields	A relevant qualification of NQF level 6 (Advance Diploma or Higher Certificate or Professional Diploma) or equivalent in Construction Management	A relevant qualification of NQF level 8 (Honours degree/Postgraduate Diploma) or equivalent in Project/Construction Management, AND a Microsoft Projects or Primavera P6 training certificate or equivalent	A relevant qualification of NQF level 8 (BEng/BSC/Honours degree/Postgraduate Diploma) in Civil Engineering

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

Signed	_____	Date	_____
Name	_____	Position	_____
Tenderer	_____		

T2.2-06: Evaluation Schedule: Tenderer's Previous Experience (20 Points)

Tenderers are required to demonstrate previous experience in the delivery of fencing¹ construction projects (hot dipped galvanized mesh and/or concrete) or similar sized projects, in relation to the scope of work, and to this end shall as a minimum have **completed at least 5 fencing projects or similar projects, specifically 2 of the 5 projects being hot dipped galvanized mesh fence and 3 of the 5 being concrete fence**. The required experience shall be demonstrated on **5 signed reference letters** with **contact details of previous customers, 5 signed award letters OR Form of Offer with Contract Data** and **5 signed completion certificates** per project.

Should the tenderer submit either a reference letter or award letter/form of offer with contract data or completion certificate of another company, it will not be considered unless a clear indication of the relations between the tenderer and another company is proven by supporting documentation and outlined on the cover page of the tender submission.

Tenderer's reference letters or award letters/ form of offer with contract data or completion certificates must be signed and to be from clients on their letterheads confirming the fencing work performed or similar work with specific reference to the tenderer involvement in the construction of fencing or similar projects.

Reference letters, Award Letters/form of offer with contract data and Completion Certificate should as a minimum address the following fields of information to be considered, illustrated as an example below:

Project Name	Project Value	Project Period (Start and Completion date)	Client's Name	Client's Contact Details (cell, tel, email etc)
---------------------	----------------------	---	--------------------------	--

As part of Objective Criteria, tenderers are requested to submit a list of fencing projects awarded by Transnet National Ports Authority (Head Office and all eight (8) Ports) from January 2022 to-date including the period of each project for further verification.

The scoring of Tenderer's Previous Experience will be as follows:

¹ Fencing reference including hot dipped galvanized mesh and concrete

TRANSNET NATIONAL PORTS AUTHORITY
TENDER NUMBER: TNPA/2025/04/0017/94422/RFP
DESCRIPTION OF THE WORKS: REPLACEMENT AND INSTALLATION OF FENCE AT THE PORT OF
NGQURA AND COEGA KOP QUARRY FOR A PERIOD OF 10 MONTHS

Total Points	Reference Letters for Previous Fencing Construction Projects	Completion Certificates for Previous Fencing Construction Projects	Award Letters/Form of Offer with Contract Data for Previous Fencing Construction Projects
(20)	(06 Points)	(10 Points)	(04 Points)
Score 0	No submission / irrelevant reference letter/s submitted / reference letter/s not signed / reference letter/s not in client's letterhead	No submission / irrelevant completion certificate/s submitted / completion certificate/s not signed / completion certificate/s not in client's letterhead	No submission / irrelevant award letter/s submitted / award letter/s or form of offer with contract data not signed / award letter/s not in client's letterhead or form of offer with contract data not signed
Score 20	The tenderer has submitted two (2) reference letters in the delivery of one (1) concrete fencing construction projects or similar sized projects and one (1) hot dipped galvanized mesh fencing construction projects or similar sized projects listing the key minimum information as above	The tenderer has submitted two (2) completion certificates for one (1) completed concrete fencing construction projects or similar sized projects and one (1) completed hot dipped galvanized mesh fencing construction projects or similar sized projects listing the key minimum information as above	The tenderer has submitted two (2) award letters or form of offer with contract data for one (1) concrete fencing construction projects or similar sized projects and one (1) hot dipped galvanized mesh fencing construction projects or similar sized projects listing the key minimum information as above
Score 40	The tenderer has submitted three (3) reference letters in the delivery of two (2) concrete fencing construction projects or similar sized projects and one (1) hot dipped galvanized mesh fencing construction projects or similar sized projects listing the key minimum information as above	The tenderer has submitted three (3) completion certificates for two (2) completed concrete fencing construction projects or similar sized projects and one (1) completed hot dipped galvanized mesh fencing construction projects or similar sized projects listing the key minimum information as above	The tenderer has submitted three (3) award letters or form of offer with contract data for two (2) concrete fencing construction projects or similar sized projects and one (1) hot dipped galvanized mesh fencing construction projects or similar sized projects listing the key minimum information as above
Score 60	The tenderer has submitted five (5) reference letters in the delivery of three (3) concrete fencing construction projects or similar sized projects and two (2) hot dipped galvanized mesh fencing construction projects or similar sized projects listing the key minimum information as above	The tenderer has submitted five (5) completion certificates for three (3) completed concrete fencing construction projects or similar sized projects and two (2) completed hot dipped galvanized mesh fencing construction projects or similar sized projects listing the key minimum information as above	The tenderer has submitted five (5) award letters or form of offer with contract data for three (3) concrete fencing construction projects or similar sized projects and two (2) hot dipped galvanized mesh fencing construction projects or similar sized projects listing the key minimum information as above

TRANSNET NATIONAL PORTS AUTHORITY
TENDER NUMBER: TNPA/2025/04/0017/94422/RFP
DESCRIPTION OF THE WORKS: REPLACEMENT AND INSTALLATION OF FENCE AT THE PORT OF
NGQURA AND COEGA KOP QUARRY FOR A PERIOD OF 10 MONTHS

Total Points	Reference Letters for Previous Fencing Construction Projects	Completion Certificates for Previous Fencing Construction Projects	Award Letters/Form of Offer with Contract Data for Previous Fencing Construction Projects
(20)	(06 Points)	(10 Points)	(04 Points)
Score 80	The tenderer has submitted six (6) reference letters in the delivery of three (3) concrete fencing construction projects or similar sized projects and three (3) hot dipped galvanized mesh fencing construction projects or similar sized projects listing the key minimum information as above	The tenderer has submitted six (6) completion certificates for three (3) completed concrete fencing construction projects or similar sized projects and three (3) completed hot dipped galvanized mesh fencing construction projects or similar sized projects listing the key minimum information as above	The tenderer has submitted six (6) award letters or form of offer with contract data for three (3) concrete fencing construction projects or similar sized projects and three (3) hot dipped galvanized mesh fencing construction projects or similar sized projects listing the key minimum information as above
Score 100	The tenderer has submitted seven (7) or more reference letters in the delivery of four (4) concrete fencing construction projects or similar sized projects and three (3) hot dipped galvanized mesh fencing construction projects or similar sized projects listing the key minimum information as above	The tenderer has submitted seven (7) or more completion certificates for four (4) completed concrete fencing construction projects or similar sized projects and three (3) completed hot dipped galvanized mesh fencing construction projects or similar sized projects listing the key minimum information as above	The tenderer has submitted seven (7) or more award letters or form of offer with contract data for four (4) concrete fencing construction projects or similar sized projects and three (3) hot dipped galvanized mesh fencing construction projects or similar sized projects listing the key minimum information as above

Signed

Date

Name

Position

Tenderer

T2.2-07: Evaluation Schedule: Method Statement (25 Points)

Tenderer is to submit a method statement which responds to the scope of work (installation of a fence within a Marine Environment) and outlines proposed methodology including that relating, but not limited to, programme, technical approach, and an understanding of the project objectives. The method statement should explain the methodologies which are to be adopted and demonstrate compatibility. The method statement should also include and outline processes, procedures, and associated resources, to meet the requirements and indicate how risks will be managed. The Tenderer must highlight the issues of importance and explain the technical approach they would be adopted to address them. The method statement should be categorised for the four (4) areas of replacement of fence as follows:

Area 1: Coega Kop Quarry – replacement of concrete palisade fence with concrete wall;

Area 2: Port of Ngqura – replacement of steel palisade fence with hot dipped galvanised mesh fence with new swing gates;

Area 3: Port of Ngqura - replacement of wire mesh fence with hot dipped galvanised mesh fence with new swing gates; and

Area 4: Port of Ngqura - new installation of hot dipped galvanised wire mesh fence with new swing gates, new pedestrian gate and one new turnstile for the previously not fenced off areas.

The method statement should cover:

- Outline of proposed methodology,
- Narrative related to the programme as contained under T2.2-08,
- Detailed method statement, technical approach, and construction sequencing in terms of the scope of works (Constructability),
- Demonstrate an understanding of the project objectives, and
- Detailed list of equipment, number thereof to execute the works, and areas it will be utilised.

The method statement shall include as a minimum but not limited to the following critical elements (the tenderer must refer to the scope of works for full descriptions):

Excavations, Concrete, Fencing Procurement and Installation

1. A detailed technical method statement is required covering the construction method and sequence of all aspects of the works to enable the Employer to assess the impact of the tenderer's methods with regard to constructability, practicality, quality, health, safety, risk and the environment.

2. A detailed technical method statement is required covering the removal of the existing fencing.
3. A detailed technical method statement is required covering a detailed approval process between the Employer and Contractor when procuring items and executing the construction works.
4. A detailed technical method statement is required covering the setting out and excavation process to be conducted.
5. A detailed technical method statement is required covering formwork, mixing and pouring of concrete methodology.
6. A detailed technical method statement is required covering the installation of the fencing including handover also it is required on the security management plan where measures that are to be put in place to protect the port or quarry from potential intruders during construction should be included.
7. A detailed technical method statement is required covering the guaranteed requirements for both the hot dipped galvanised mesh fence and precast concrete wall. The guaranteed requirements shall include, but not limited to, the guarantee period, the items that are inclusion and exclusion from the guarantee, what constitutes a "failure", the conditions to maintain the guarantee, etc.

The scoring of Method Statement will be as follows:

Constructability, Excavations, Formwork, Concrete and Installation	
Total Points (25)	
Score 0	No method statement submitted
Score 20	The tender's methodology addresses up to three (3) critical elements of the scope of work
Score 40	The tender's method statement submitted addresses more than three (3) up to six (6) critical elements of the scope of work
Score 60	The method statement is specifically tailored to address seven (7) critical elements of the scope of work, project objectives and methodology is sufficiently flexible to accommodate changes that may occur during execution.
Score 80	Besides meeting the "60" score rating, the method statement is detailed to cover all required aspects of the works, methods and equipment required at various stages of the project, health and safety, environmental and quality. The method statement

Constructability, Excavations, Formwork, Concrete and Installation	
	details traffic management plan to minimise disruption to operations and close alignment to programme
Score 100	Besides meeting the “80” score rating, the critical elements are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of state-of-the- art approaches. The method statement details traffic management plan to minimise disruption to operations and close alignment to programme.

	Date
Signed	_____
Name	Position

Tenderer	_____

T.2.2-08: Evaluation Schedule: Programme (10 Points)

A Tenderer to complete the programme according to the site of the scope of work tendering for between Section 1 Coega Kop Quarry for Concrete fencing or Section 2 Port of Ngqura for Hot Dipped Galvanized Mesh fencing or both Sections.

Section 1 Coega Kop Quarry for Concrete fencing only	5months out of the 10months period
Section 2 Port of Ngqura for Hot Dipped Galvanized Mesh fencing only	5months out of the 10months period
Section 1 Coega Kop Quarry for Concrete fencing AND Section 2 Port of Ngqura for Hot Dipped Galvanized Mesh fencing	10months period

The Tenderer must provide a programme which provides the detail that would indicate the order and timing of activities to carry out the works in terms of the Employer's requirements and within the stipulated timeframes. The Tenderer must provide the proposed programme complying with, but not limited to, the minimum format requirements, as follows:

- 1) Level 3 Primavera P6 or MS Projects (pdf copy is acceptable) detailed programme, compatible with Project Scope of Work. Submissions that do not meet the required level or are submitted in Excel, Word or similar will not score points (zero).
- 2) Demonstrate a shortened Construction timeline via Milestones or overall duration.
- 3) The columns that should reflect per activity on the schedule as a minimum but not limited to: Activity No., Activity Name, Start Date, Finish Date, Duration, and Float. (no additional points will be allocated for additional columns that are not indicated as the required minimum).
- 4) The schedule is to have no open-end activities. All activities (including milestones) are to have predecessors and successors except the Start and Finish milestones.
- 5) The schedule is to have no constraints.
- 6) All activities to be practically and logically linked using critical path method (CPM), critical path is to be shown on schedule.
 - a) Schedule showing durations of activities using single unit of measure (days).
- 7) The tenderer to clearly indicate the key milestones for all the activities not limited to the following examples: Project start date, Project Completion date, Site access date, Design/Document review and approval dates, Long Lead Material delivery date, and Sectional handover (if applicable).
- 8) Schedules are to cover all phases within the project scope namely: engineering (covering all engineering activities/deliverables), site mobilisation (pre-construction documents, permits, etc.) and site establishment, de-establishment activities, project close out, construction activities including but not limited to
 - a) main contractors work,
 - b) subcontracted works,
 - c) procurement:
 - (i) ordering of subcontractors,
 - (ii) ordering of long lead items,
 - d) SHERQ requirements, permits and or applications,
 - e) time risk allowance (TRA).

Points broken down as follows:

The total number of criteria above equates to 14 items with some items in the abovementioned criteria requesting multiple items. Criteria where multiple items have been requested, points will be allocated for the number of items submitted against the requested number of items namely: Columns (3), Critical Path (6), Milestones (7), and Phases (8), i.e.: Columns 3/6= 50% will be allocated for this requirement. Criteria 6,7 and 8 points are allocated for each item listed under the specific criteria.

The Programme to indicate the following Columns as a minimum:

Activity No	Activity name	Duration	Start date	Finish date	Float
-------------	---------------	----------	------------	-------------	-------

The scoring of the Programme requirements will be as follows:

The table below indicates the method of scoring that will be followed to evaluate the programme submitted by the Tenderer based on the above-mentioned requirements points 1-14:

Score 0	Tenderer has not submitted the required information. Submitted information is below Level 3.
Score 20	Tenderer has addressed up to 3 out of 14 requirements that supports the scope of work which is less than 25% of all points 1 to 14
Score 40	Tenderer has addressed more than 4 to 6 out of 14 requirements that supports the scope of work which is more than 25% but less than 50% of all points 1 to 14
Score 60	Tenderer has addressed 7 to 10 out of 14 requirements that supports the scope of work which is equal to 50% but less than 75% of all points 1 to 14
Score 80	Tenderers has addressed 11 to 13 out of 14 requirements that supports the scope of work which is more than 75% but less than 100% of all points 1 to 14
Score 100	Tenderers has addressed all 14 requirements that supports the scope of work which is 100% of all points 1 to 14

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

Signed

Date

Name

Position

Tenderer

T2.2-09A: Evaluation Schedule: Health and Safety Requirements (07 Points)

Health and Safety requirements must be submitted with the following documents as a minimum with the tender response:

1. The tenderer must submit a minimum of 3 of the below mentioned Health and Safety documents showing that it has a Health and Safety (H&S) Management system in place:
 - 1.1. Project Specific Health and Safety Plan,
 - 1.2. Signed and dated Health and Safety Policy,
 - 1.3. Incident Management Procedure,
 - 1.4. Valid Letter of Good Standing, and
 - 1.5. Emergence procedure.
2. The tenderer to provide baseline risk assessment indicating at least 3 of the major activities for the fencing project addressing the following activities:
 - 2.1. Site establishment,
 - 2.2. Excavation,
 - 2.3. Removal of existing fence,
 - 2.4. Concrete work, and
 - 2.5. Installation of new fence.
3. Tenderer to have a Health and Safety Officer which has at least 5 years health and safety **(1) experience** within a construction environment. The required health and safety experience must be demonstrated on a Curriculum Vitae (CV). The Health and Safety Officer must possess a minimum **(2) safety related qualification** of an NQF level 5.
4. Tenderer's Health and Safety Officer is to be in good standing with South African Council for Project and Construction Management Professions (SACPCMP) and submit a valid certified copy of the registration certificate.
5. Tenderer must submit the evaluation schedule T2.2-08b as evidence that the tenderer has made adequate provisions of at least 3% of the tender value for the cost of Health & Safety and it is in accordance with CR 5(1)(g).

The scoring of the Health and Safety requirements will be as follows:

Points (07)	Health and Safety (H&S) Management system	Baseline Risk Assessment	Health and Safety Officer's Experience and Qualification	Health and Safety Officer's Registration	Health and Safety Cost Breakdown
	02 Points	01 Point	01 Point	02 Points	01 Point
Score	Proof of Health Safety management system by submitting the following documents: <ul style="list-style-type: none"> - Project Specific Health and Safety Plan - Signed and dated Health and Safety Policy - Incident Management Procedure - Valid Letter of Good Standing - Emergence procedure 	Baseline risk assessment indicating major activities for the project: <ul style="list-style-type: none"> - Site establishment - Excavation - Removal of existing fence - Concrete work - Installation of new fence 	H&S Officer's experience with qualification: Minimum NQF level 5 (safety related) qualification with at least 5 years health and safety experience within a construction environment.	Valid registration with SACPCMP Certified copy of Good Standing with SACPCMP	Cost Breakdown Sheet. Complete and return with tender documentation the H&S Cost breakdown sheet included as a returnable.
Score 0	No document submitted	No document submitted / None of the listed activities is covered	No document submitted / Non or not all mandatory documents are submitted	No document submitted / No certified copy of Good Standing with SACPCMP submitted or proof of Good Standing has expired	No document submitted / No provision made for Health and Safety costs
Score 20	1 of 5 documents submitted	1 of 5 project specific major activity in baseline risk assessment submitted	NQF level 5 Safety related qualification with CV indicating <2 years health and safety experience within a construction environment	N/A	Health and safety Budget submitted is <2 % of the tender value
Score 40	2 of 5 documents submitted	2 of 5 project specific major activities in baseline risk assessment submitted	NQF level 5 Safety related qualification with CV indicating ≥2 but <5 years health and safety experience within a construction environment	N/A	Health and safety Budget submitted is ≥2 to <3 % of the tender value

Score 60	3 of 5 documents submitted	3 of 5 project specific major activities in baseline risk assessment submitted	NQF level 5 Safety related qualification with CV indicating 5 years health and safety experience within within a construction environment	N/A	Health and safety Budget submitted is 3 % of the tender value
Score 80	4 of 5 documents submitted	4 of 5 project specific major activities in baseline risk assessment submitted	NQF level 5 Safety related qualification with CV indicating >5 but ≤7 years health and safety experience within a construction environment	N/A	Health and safety Budget submitted is >3 to ≤4% of the tender value
Score 100	All 5 documents submitted	All 5 project specific major activities in baseline risk assessment submitted	NQF level 5 Safety related qualification with CV indicating >7 years health and safety experience within a construction environment	Valid certified copy of Good Standing with SACPCMP submitted	Health and safety Budget submitted is >4% of the tender value

Date

Signed _____

Name _____ Position _____

Tenderer _____

Tender Health and Safety Cost Breakdown

T2.2-9B Evaluation Schedule: Health and Safety Management (01 Point)

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			
14.	H&S Reward & Recognition			
15.	Incident Management			

Total Health and Safety Cost (R)	
Total Tender Value (R)	
H&S Cost as % of Tender value	%

Tender Health and Safety Cost Breakdown

Signed

Date

Name

Position

Tenderer

T2.2-10: Evaluation schedule: Quality Management (07 Points)

Due consideration must be given to the deliverables required to execute and complete the fencing project as per the General Quality Requirements for Contractors and Suppliers - TNPA-QUAL-REQ-14.1 (**Annexure E** of the Scope of Work) and ISO 9001:2015 QMS requirements and should include:

1. Project Quality Plan (PQP) detailing at least 3 requirements of how the Contractor's Quality System will be applied to the Scope of Work specified in the project and be aligned to **Section 4.5, 4.6 & 5** of the General Quality Requirements for Contractors and Suppliers - **TNPA-QUAL-REQ-14.1 (Annexure E** of the Scope of Work).
2. **Experience of Quality Officer** - The Quality Officer MUST have a minimum of 3 years' quality experience in Construction Engineering projects submitted in a Curriculum Vitae.
3. **Qualifications of Quality Officer** - The experience should be supplemented by educational qualification which as a minimum should be a Programme in Quality **OR** a Diploma in Quality **OR** a Technical Diploma. In addition to minimum requirements, a tenderer should submit an ISO 9001:2015 Quality Management System (QMS) training certificates (QMS Implementation AND/OR QMS Auditing).
4. At least 3 **Quality Control Plans** (QCPs) shall be in line with the scope of works detailing the Engineering works. These QCP's shall identify all inspections as detailed in the scope of works together with other tests and verifications required to demonstrate that the works comply with the scope of works, specifications, and drawings.

Index of documentation attached to this schedule:

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



The scoring of Quality Management will be as follows:

	Project Quality Plan (PQP) for the project detailing at least 3 of the following: 1. Scope of works 2. Control of documented information 3. Resources 4. Audits 5. Control of non-conforming outputs	Quality Officer		Quality Control Plan (QCP) in line with the scope of works detailing at least 3 of the following: 1. Sequence of activities 2. Procedure/code specifications 3. Intervention points 4. Field inspection checklist 5. Relevant signatories
		Experience	Qualifications 1. Programme in Quality / Diploma in Quality 2. Technical Diploma 3. ISO 9001:2015 QMS Implementation 4. ISO 9001:2015 QMS Auditing	
Total (07) points	2	1	2	2
Score 0	No submission	No submission of CV/ Submitted CV with no quality experience / irrelevant experience submitted	No submission / Submitted qualifications NOT relating to Quality/Technical	No submission
Score 20	Project Quality Plan contains 1 of the 5 PQP requirements.	Below 2 years Quality experience in Construction Engineering projects	Submitted ISO 9001 certificates NOT relating to ISO 9001:2015 QMS Implementation and/or Auditing	Quality Control Plan contains 1 of the 5 QCP requirements.
Score 40	Project Quality Plan contains 2 of the 5 PQP requirements.	Above 2 years but below 3 years Quality experience in Construction Engineering projects	ISO 9001:2015 QMS Implementation AND /OR ISO 9001:2015 QMS Auditing Certificate	Quality Control Plan contains 2 of the 5 QCP requirements.



Score 60	Project Quality Plan contains 3 of the 5 PQP requirements.	3 years Quality experience in Construction Engineering projects	Programme in quality OR Diploma in quality OR Technical Diploma	Quality Control Plan contains 3 of the 5 QCP requirements.
Score 80	Project Quality Plan contains 4 of the 5 PQP requirements.	Above 3 to 10 years Quality experience in Construction Engineering projects	Programme in quality OR Diploma in quality OR Technical Diploma AND ISO 9001:2015 QMS certificate (Implementation of QMS)	Quality Control Plan contains 4 of the 5 QCP requirements.
Score 100	Project Quality Plan contains all 5 of the PQP requirements.	More than 10 years Quality experience in Construction Engineering projects	Programme in quality OR Diploma in quality OR Technical Diploma AND ISO 9001:2015 QMS certificate (Auditing of QMS)	Quality Control Plan contains all 5 of the QCP requirements.

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

Signed _____

Date _____

Name _____

Position _____

Tenderer _____

T2.2-11 Evaluation Schedule: Environmental Management (07 Points)

The Tenderer must review the following documents (**Annexure D** of scope of work) for context to meet the environmental requirements of this tender, namely:

Transnet Governance Framework which comprises of the following:

- a) Transnet Integrated Management System (TIMS) Policy Commitment Statements
- b) Standard Operating Procedure: Construction Environmental Management (009-TCC-CLO-SUS-11386)
- c) Contactor Environmental and Sustainability Specification Guidelines (TRN-IMS-GRP-GDL-014.4)
- d) Environmental Authorisation for Marine Infrastructure including General Cargo Berth and Liquid Bulk Berth: 14/12/16/3/3/2/475

Evaluation Criteria

1. The tenderer must provide evidence of how their **Environmental Management Plan** (EMP) will ensure conformance to **ALL** the below mentioned requirements.

- 1.1. Roles and Responsibilities
- 1.2. Legislative Requirements
- 1.3. Impacts and Mitigation
- 1.4. Incident and Non-conformance Reports
- 1.5. Monitoring and Continuous Improvement

Over and above the minimum EMP requirements, if the tenderer submits additional requirements and evidence of ISO 14001 certification, the tenderer will score the maximum achievable score.

2. The tenderer must provide an **Environmental Policy** signed by Top Management that addresses at least four (4) of the following key components, namely:

- 1.1. Is appropriate given the purpose and context of the tenderer's business;
- 1.2. Provides framework for setting environmental objectives and targets;
- 1.3. Commitment to comply with all applicable environmental laws, regulations and standards;
- 1.4. Commitment to the protection of the environment, including prevention of pollution;
- 1.5. Emphasize the organisation's commitment to continual improvement of their Environmental Management System; and,
- 1.6. Address the sustainable use of resources/ resource conservation.

3. A tenderer to provide an organogram (same as on T2.2-03) evaluation schedule depicting the Environmental Officer and illustrating the environmental reporting structure. In addition to the organogram, the roles and responsibilities of the Environmental Officer must be illustrated in the Curriculum Vitae (CV). The Environmental Officer must have a minimum of three (3) years environmental on the job **experience**. The Environmental Officer must have a Natural Science or Environmental Management Degree or equivalent as a minimum **qualification** and attach a copy of the qualification for evaluation purpose.

4. The tenderer must provide a list or table of **minimum of 3 projects** where construction environmental management duties have been executed including a brief description of such duties.

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

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

	Environmental Management Plan	Environmental Policy	Environmental Officer Qualification	Environmental Officer Experience	List or table of projects where construction environmental management duties have been executed
Points (7)	2	2	1	1	1
Score 0	No information submitted by the tenderer				
Score 20	The tenderer responded up to 2 of the Environmental Management Plan requirements	Environmental Policy addresses 1 of the key components	Environmental Officer's relevant qualification is a Certificate in Natural Science or Environmental management or equivalent	Environmental Officer's job experience in environmental is less than 12 months	Tenderer has only executed environmental management duties in 1 project
Score 40	The tenderer responded to more than 2 up to 4 of the Environmental Management Plan requirements	Environmental Policy addresses more than 1 up to 3 of the key components	Environmental Officer's relevant qualification is a Diploma in Natural Science or Environmental Management or equivalent	Environmental Officer's job experience in environmental is ≥1 year but <3 years	Tenderer has only executed environmental management duties in 2 projects
Score 60	The tenderer responded to all 5 Environmental Management Plan requirements	Environmental Policy addresses 4 of the key components	Environmental Officer's relevant qualification is a Bachelor's Degree in Natural Science or Environmental Management or equivalent	Environmental Officer's job experience in environmental is 3 years	Tenderer has only executed environmental management duties in 3 projects
Score 80	The tenderer responded to all 5 Environmental Management Plan requirements and provided 1 additional element to the EMP regarding performance	Environmental Policy addresses 5 of the key components	Environmental Officer's relevant qualification is a Bachelor's degree with Honours in Natural Science or Environmental Management or equivalent	Environmental Officer's job experience in environmental is >3 years but <8 years	Tenderer has only executed environmental management duties in 4 projects
Score 100	The tenderer responded to all 5 Environmental Management Plan requirements and provided more than 1 additional elements to the EMP regarding performance and evidence of ISO 14001 certification.	Environmental Policy addresses all 6 of the key components	Environmental Officer's relevant qualification is a Master's Degree in Natural Science or Environmental Management or equivalent	Environmental Officer's job experience in environmental is ≥8 years	Tenderer has only executed environmental management duties in 5 or more projects

Signed Date

Name Position

Tenderer

T2.2-12: 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

T2.2-13: Record of Addenda to Tender Documents

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

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

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

T2.2-14 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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.....

Signed	Date
Name	Position
Tenderer	

T2.2-15: Risk Elements

Tenderers to identify and evaluate the potential risk elements associated with the Works and possible mitigation thereof. The risk elements and the mitigation as identified thereof by the Tenderer are to be submitted.

If No Risks are identified "No Risks" must be stated on this schedule.

Tenderers are also to evaluate any risk/s stated by the *Employer* in Contract Data Part C1, and provide possible mitigation thereof.

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

Tenders to note: Notwithstanding this information, all costs related to risk elements which are at the Contractor's risk are deemed to be included in the tenderer's offered total of the Prices.

Signed _____ Date _____

Name	Position
------	----------

Tenderer

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

[illegible]

Tenderer

T2.2-17: Schedule of Proposed Subcontractors

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

Note to tenderers:

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

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

Provide information of the Sub-contractors below:

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

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

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

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

Signed

Date

Name

Position

Tenderer

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There is a solid black vertical line along the left edge, which likely serves as a margin or binding edge. The paper appears to be from a notebook or a set of legal pads.

Tenderer

T2.2-19: 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:

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

Signed

Date

Name

Position

Tenderer

T2.2-20: ANNEX G Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

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

Section 1: Name of enterprise: _____

Section 2: VAT registration number, if any: _____

Section 3: CIDB registration number, if any: _____

Section 4: CSD number: _____

Section 5: Particulars of sole proprietors and partners in partnerships

Name	Identity number	Personal income tax number

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

Section 6: Particulars of companies and close corporations

Company registration number _____

Close corporation number _____

Tax reference number: _____

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

Section 8: The attached SBD 6.1 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 up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value exceeding R50 000 000 (all applicable taxes included)

1.2 The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable, or

1.3 The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the **90/10** preference point system shall be applicable.

1.4 Despite the stipulated preference point systems, Transnet shall use the lowest acceptable bid to determine the applicable preference point system.

1.5 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

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

Specific Goals	Number of points (80/20 system)	Number of points (90/10 system)
B-BBEE Status Level of Contributor 1 or 2	06	03
The promotion of supplier development through subcontracting for a minimum of 30% of the value of a contract to South African Companies which are: I. EMEs and/or QSEs black owned	14	07
Non-Compliant and/or B-BBEE level 3-8 Contributors	00	00

1.7 **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.**

1.8 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 90/10 or 80/20 PREFERENCE POINT SYSTEMS

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

80/20

or

90/10

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

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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

4. EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS

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

Specific Goal	Acceptable Evidence
B-BBEE Status Level of Contributor 1 or 2	1. B-BBEE Certificate / Sworn Affidavit / CIPC B-BBEE Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines
Note: Sub-contracting agreement to outline the contract activities to be subcontracted in line with the scope of works	
The promotion of supplier development through subcontracting for a minimum of 30% of the value of a contract to South African Companies which are: I. EMEs and/or QSEs black owned	1. Sub-contracting agreement/s 2. Subcontractors B-BBEE Certificate / Sworn Affidavit / CIPC B-BBEE Certificate as per DTIC guidelines

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

Enterprise	B-BBEE Certificate & Sworn Affidavit
Large	Certificate issued by SANAS accredited verification agency
QSE	Certificate issued by SANAS accredited verification agency Sworn Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned) [Sworn affidavits must substantially comply with the format that can be obtained on the DTIC's website at www.thedtic.gov.za/economic_empowerment/bee_codes.jsp .]
EME¹	Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard

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

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.

5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contribution: =(maximum of 06/03 points)

(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(***Tick applicable box***)

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

7.1.1 If yes, indicate:

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

(***Tick applicable box***)

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

Designated Group: An EME or QSE which is at least 51% owned by:	EME ✓	QSE ✓
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

☐ Partnership/Joint Venture / Consortium

☐ One person business/sole propriety

☐ Close corporation

☐ Company

☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

☐ Manufacturer

☐ Supplier

☐ Professional Service provider

☐ Other Service providers, e.g., transporter, etc.

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraphs 1.4 and 6.1 of the foregoing certificates, 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

SBD 4

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....

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

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

YES/NO

- 2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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.

of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Tenderer

T2.2-21: JOB-CREATION SCHEDULE

The Government has identified State Owned Enterprises sourcing activities as a key enabler to achieve the National Development Plan (NDP) objective of reducing unemployment from the current baseline of 28% to 6%.

In order to give effect to these job creation objectives, Tenderers are required to provide the following undertaking of new jobs that will be created (either by them or by their subcontractors) should they be awarded this tender.

Tenderers to note, that if successful, any deviations from the Job creation Schedule in the contract phase will be subject to acceptance by the *Project Manager* in terms of the Conditions of Contract. Please also note the applicable Z clauses in Contract Data by *Employer*.

- (a) Please indicate the total number of new jobs that will be created over the term of the contract:

Total number and value of new jobs created	Total number of new jobs	Total rand value of new jobs created

- (b) Of the total number of new jobs created, please indicate the number and value of new jobs to be created for the following designated groups:

	Total number of new jobs	Total rand value of new jobs
Black men		
Black women		
Black Youth		
Black people living in rural or underdeveloped areas or townships		
Black People with Disabilities		

- (c) Of the total number of new jobs created, please indicate the number of skilled, semi-skilled and unskilled new jobs that will be created over the term of the contract:

	Total number of Skilled jobs	Total number of Semi-skilled jobs	Total number of Unskilled jobs
Black men			
Black women			
Black Youth			
Black people living in rural or underdeveloped areas or townships			
Black People with Disabilities			
Other			

- (d) Please indicate the number of new jobs to be created, broken down per quarter over the term of the contract.

Year 1	Q1	Q2	Q3	Q4
Total number of new jobs				
Number of new jobs for Black men				
Number of new jobs for black women				
Number of new jobs for black youth				
Number of new jobs for black people living in rural or underdeveloped areas or townships				
Number of new jobs for black People with Disabilities				
Number of new jobs for other categories				
Number of new skilled jobs				
Number of new semi-skilled jobs				
Number of new unskilled jobs				

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

T2.2-22 NON-DISCLOSURE AGREEMENT

[APRIL 2025]

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	

T2.2-23: 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 Transnet Supply Chain Management (SCM) Complaints and Allegations Office process and will be subject to the Terms of Reference of SCM Complaints and Allegations Office. Transnet Supply Chain SCM Complaints and Allegations Office process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to respondents" below).
7. We further accept that Transnet reserves the right to reverse a tender award or decision based on the recommendations of SCM Complaints and Allegations Office without having to follow a formal court process to have such award or decision set aside.

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

IMPORTANT NOTICE TO TENDERERS

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

-
- 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.

Signed

Date

Name

Position

Tenderer

T2.2-24: 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

T2.2-25 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

T2.2-26 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.
- 3.7 The Tenderer/Service Provider/Contractor will not misrepresent facts or furnish false or forged documents or information in order to influence the tendering process to the advantage of the Tenderer/Service Provider/Contractor or detriment of Transnet or other competitors.
- 3.8 Transnet may require the Tenderer/Service Provider/Contractor to furnish Transnet with a copy of its code of conduct. Such code of conduct must address the compliance programme for the implementation of the code of conduct and reject the use of bribes and other dishonest and unethical conduct.
- 3.9 The Tenderer/Service Provider/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 3.10 The Tenderer/Service Provider/Contractor confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human Rights, Labour, Anti-Corruption and the Environment when undertaking business with Transnet as follows:
- a) Human Rights
- Principle 1: Businesses should support and respect the protection of internationally proclaimed human rights; and
 - Principle 2: make sure that they are not complicit in human rights abuses.
- b) Labour
- Principle 3: Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;
 - Principle 4: the elimination of all forms of forced and compulsory labour;
 - Principle 5: the effective abolition of child labour; and
 - Principle 6: the elimination of discrimination in respect of employment and occupation.
- c) Environment

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

d) Anti-Corruption

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

4 INDEPENDENT TENDERING

4.1 For the purposes of that Certificate in relation to any submitted Tender, the Tenderer declares to fully understand that the word "competitor" shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:

- a) has been requested to submit a Tender in response to this Tender invitation;
- b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
- c) provides the same Goods and Services as the Tenderer and/or is in the same line of business as the Tenderer.

4.2 The Tenderer has arrived at his submitted Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium will not be construed as collusive tendering.

4.3 In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement, or arrangement with any competitor regarding:

- a) prices;
- b) geographical area where Goods or Services will be rendered [market allocation];
- c) methods, factors or formulas used to calculate prices;
- d) the intention or decision to submit or not to submit, a Tender;
- e) the submission of a Tender which does not meet the specifications and conditions of the RFP; or
- f) tendering with the intention of not winning the Tender.

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

5 DISQUALIFICATION FROM TENDERING PROCESS

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

severity will be determined by the circumstances of the case, which will include amongst others the number of transgressions, the position of the transgressors within the company hierarchy of the Tenderer/Service Provider/Contractor and the amount of the damage. The exclusion will be imposed for up to a maximum of 10 (ten) years. However, Transnet reserves the right to impose a longer period of exclusion, depending on the gravity of the misconduct.

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

6 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

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

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

- 6.8 Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National Treasury's database of Restricted Service Providers or Register of Tender Defaulters.
- 6.9 Companies associated with the person/s guilty of misconduct (i.e. entities owned, controlled or managed by such persons), any companies subsequently formed by the person(s) guilty of the misconduct and/or an existing company where such person(s) acquires a controlling stake may be considered for blacklisting. The decision to extend the blacklist to associated companies will be at the sole discretion of Transnet.

7 PREVIOUS TRANSGRESSIONS

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

8 SANCTIONS FOR VIOLATIONS

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

- to recover the payments, already made by Transnet, along with interest;
- e) Cancel all or any other contracts with the Tenderer/Service Provider/Contractor; and
- f) Exclude the Tenderer/ Service Provider/Contractor from entering into any Tender with Transnet in future.

9 CONFLICTS OF INTEREST

- 9.1 A conflict of interest includes, inter alia, a situation in which:
- a) A Transnet employee has a personal financial interest in a tendering / supplying entity; and
 - b) A Transnet employee has private interests or personal considerations or has an affiliation or a relationship which affects, or may affect, or may be perceived to affect his / her judgment in action in the best interest of Transnet, or could affect the employee's motivations for acting in a particular manner, or which could result in, or be perceived as favouritism or nepotism.
- 9.2 A Transnet employee uses his / her position, or privileges or information obtained while acting in the capacity as an employee for:
- a) Private gain or advancement; or
 - b) The expectation of private gain, or advancement, or any other advantage accruing to the employee must be declared in a prescribed form.
- Thus, conflicts of interest of any Tender committee member or any person involved in the sourcing process must be declared in a prescribed form.
- 9.3 If a Tenderer/Service Provider/Contractor has or becomes aware of a conflict of interest i.e. a family, business and / or social relationship between its owner(s)/ member(s)/director(s)/partner(s)/shareholder(s) and a Transnet employee/ member of Transnet's Board of Directors in respect of a Tender which will be considered for the Tender process, the Tenderer/Service Provider/ Contractor:
- a) must disclose the interest and its general nature, in the Request for Proposal ("RFX") declaration form; or
 - b) must notify Transnet immediately in writing once the circumstances has arisen.
- 9.4 The Tenderer/Service Provider/Contractor shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any committee member or any person involved in the sourcing process, where this is done, Transnet shall be entitled forthwith to rescind the contract and all other contracts with the Tenderer/Service Provider/Contractor.

10 DISPUTE RESOLUTION

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

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

11 GENERAL

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

using Transnet's "Tip-Off Anonymous" hotline number 0800 003 056, whereby your confidentiality is guaranteed.

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

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

Signature

Date

T2.2-27 : 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

T2.2-28: Certified copy of signed joint venture agreement

(Where applicable)

Please indicate the submission: Yes ☐ No ☐

Signed

Date

Name

Position

Tenderer

T2.2-29 Domestic prominent influential persons (DPIP) or foreign prominent public officials (FPPO)

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

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

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

The below form contains personal information as defined in the Protection of Personal Information Act, 2013 (the "Act"). By completing the form, the signatory consents to the processing of her/his personal information in accordance with the requirements of the Act. Consent cannot unreasonably be withheld.						
Is the Respondent (Complete with a "Yes" or "No")						
A DPIP/FPPO		Closely Related to a DPIP/FPPO		Closely Associated to a DPIP/FPPO		
List all known business interests, in which a DPIP/FPPO may have a direct/indirect interest or significant participation or involvement.						
No	Name of Entity / Business	Role in the Entity / Business (Nature of interest/ Participation)	Shareholding %	Registration Number	Status (Mark the applicable option with an X)	
					Active	Non-Active
1						
2						
3						
4						

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

Signed

Date

Name

Position

Tenderer

T2.2-30 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 Tenderer 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 Tenderer is (.....insert name of Tenderer/Contractor) hereinafter tenderer and the Data subject is "Transnet". Tenderer 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 Tenderer 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 Tenderer to process the personal information and the information of a third party in a way that is not agreed to in this Agreement, the Tenderer 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 Tenderer 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 tenderer 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 Tenderer 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 Tenderer 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 Tenderer 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 Tenderer 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 Tenderer'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 Tenderer 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 Tenderer 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 Tenderer 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 Tenderer will be subject to any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that Transnet submitted to it.

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

3. SOLE AGREEMENT

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

Signed at _____ on this _____ day of _____ 20_____

Name: _____

Title: _____

Signature: _____

.....

(Tenderer)

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

AS WITNESSES:

1. Name: _____ Signature: _____

2. Name: _____ Signature: _____

T2.2-31 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 DTIC 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 as 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.thedtic.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 using the QSE Scorecard".

2. **If your annual turnover is between R10 million and R50 million**, then in terms of the DTIC 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 DTIC 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-BBEE 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 xxxxxxxx):

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	<input type="radio"/>	NO <input type="radio"/>
FIRST TIME SUPPLIER A supplier that we haven't as yet Traded within Transnet and will be registered via our database for the 1 st time.	YES	<input type="radio"/>	NO <input type="radio"/>
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	<input type="radio"/>	NO <input type="radio"/>
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"/>
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	YES	<input type="radio"/>	NO <input type="radio"/>

developmental area e.g. (They might require training or financial assistance etc.)	
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"	<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 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)	

- 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.
- 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</p> <p>(b) who became citizens of the Republic of South Africa by naturalisation-</p> <p>i. before 27 April 1994; or</p> <p>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> <p>(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> <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 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)	

- 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.
- 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. B-BBEE certificate and detailed scorecard from a SANAS Accredited Verification Agency and/or Sworn Certified Affidavit.		
10. Central Supplier Database (CSD) Summary Registration Report.		

T2.2-32: Insurance provided by the *Contractor*

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

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

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

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

T2.2-33: 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

T2.2-34: Forecast Rate of Invoicing

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

Index of documentation attached to this schedule:

.....

.....

.....

.....

.....

.....

.....

.....

Signed

Date

Name

Position

Tenderer

T2.2-35: Latest three (3) years audited financial statements

Attached to this schedule is the last three (3) years audited¹ financial statements of the single tenderer/members of the Joint Venture.

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

.....

.....

.....

.....

.....

.....

.....

Signed

Date

Name

Position

Tenderer

.....

¹ According to the type, size and public accountability of your company

T2.2-36 TO 37: SPECIFIC GOALS

1. T2.2-36 : B-BBEE Status Level 1 or 2

Evaluation Schedule/s: B-BBEE Certificate or Sworn Affidavit or CIPC B-BBEE Certificate or Consolidated B-BBEE certificate in case of JV, will be accepted as per DTIC guidelines

2. T2.2-37 : The promotion of supplier development through subcontracting for a minimum of 30% of the value of a contract to South Africa Companies which are: EMEs and/or QSEs black owned

Evaluation schedule/s: Sub-contracting agreement/s

Subcontractors B-BBEE Certificate or Sworn Affidavit or CIPC B-BBEE Certificate as per DTIC guidelines.

Signed

Date

Name

Position

Tenderer

The Contract

Part C1

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:

FOR THE REPLACEMENT AND INSTALLATION OF FENCE AT THE PORT OF NGQURA AND COEGA KOP QUARRY FOR A PERIOD OF 10 MONTHS

The tenderer, identified in the Offer signature block, has examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.

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

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

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

Signature(s)

Name(s)

Capacity

For the tenderer:

(Insert name and address of organisation)

Name & signature of witness

Date

Tenderer's CIDB registration number:

Acceptance

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

The terms of the contract, are contained in:

Part C1	Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
Part C2	Pricing Data
Part C3	Scope of Work: Works Information
Part C4	Site Information

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

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

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

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

TRANSNET NATIONAL PORT AUTHORITY
TENDER NUMBER: TNPA/2025/04/0017/94422/RFP
DESCRIPTION OF THE WORKS: FOR THE REPLACEMENT AND INSTALLATION OF FENCE AT THE PORT
OF NGQURA AND COEGA KOP QUARRY FOR A PERIOD OF 10 MONTHS

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

Transnet SOC Ltd

(Insert name and address of organisation)

Name &
signature of
witness

Date

Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		

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

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

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



C1.2 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
		B: Priced contract with bill of quantities
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X2 Changes in the law
		X7: Delay damages
		X13: Performance Bond
		X14: Advance Payment to the Contractor
		X15: Limitation of the Contractor's liability for his design to reasonable skill and care
		X16: Retention
		X18: Limitation of Liability
		Z: <i>Additional conditions of contract</i>
	of the NEC3 Engineering and Construction Contract April 2013)	
10.1	The <i>Employer</i> is:	Transnet SOC Ltd (Registration No. 1990/000900/30)



TRANSNET NATIONAL PORTS AUTHORITY

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DESCRIPTION OF THE WORKS: FOR THE REPLACEMENT AND INSTALLATION OF FENCE AT THE PORT OF NGQURA AND COEGA KOP QUARRY FOR A PERIOD OF 10 MONTHS

	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 eMendi Building N2 Neptune Road Off Klub Road Port of Ngqura Port Elizabeth 6100
10.1	The <i>Project Manager</i> is: (Name)	Nolusindiso Moyakhe
	Address	Transnet SOC Ltd eMendi Building N2 Neptune Road Off Klub Road Port of Ngqura Port Elizabeth 6100
	Tel	None
	e-mail	TBA
10.1	The <i>Supervisor</i> is: (Name)	Yandisa Siralarala
	Address	Transnet National Ports Authority eMendi Building N2 Neptune Road Off Klub Road Port of Ngqura Port Elizabeth 6100
	Tel No.	None
	e-mail	TBA
11.2(13)	The <i>works</i> are	For the replacement and installation of fence at the Port of Ngqura and Coega Kop Quarry for a period of 10 months



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DESCRIPTION OF THE WORKS: FOR THE REPLACEMENT AND INSTALLATION OF FENCE AT THE PORT OF NGQURA AND COEGA KOP QUARRY FOR A PERIOD OF 10 MONTHS

11.2(14)	The following matters will be included in the Risk Register	Controlled entry to the Port Facilities Security of the Port during construction	
11.2(15)	The <i>boundaries of the site</i> are	As stated in Part C4 Description of the Site and its 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 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	30 June 2026¹	
11.2(9)	The <i>key dates</i> and the <i>conditions</i> to be met are:	<i>Condition to be met</i>	<i>key date</i>
		1 Starting date	15 Aug 2025
		2 Completion date	14 July 2026
30.1	The <i>access dates</i> are	Part of the Site	Date
		1 Whole of the Site	15 Aug 2025
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	15 Aug 2025	
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	2 weeks	
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.	Yes	
4	Testing and Defects		

¹ The period 01 to 31 December 2025 is excluded due to festive season shutdown



TRANSNET NATIONAL PORTS AUTHORITY

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DESCRIPTION OF THE WORKS: FOR THE REPLACEMENT AND INSTALLATION OF FENCE AT THE PORT OF NGQURA AND COEGA KOP QUARRY FOR A PERIOD OF 10 MONTHS

42.2	The <i>defects date</i> is	52 (fifty-two) weeks after Completion of the whole of the <i>works</i>
43.2	The <i>defect correction period</i> is	2 weeks
5	Payment	
50.1	The <i>assessment interval</i> is	15th (fifteenth) day of each successive month monthly on the
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.
51.4	The <i>interest rate</i> is	the prime lending rate of Rand Merchant Bank 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:	Port Elizabeth
	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	Monthly Risk Review will be done jointly between <i>Contractor</i> and <i>Employer</i> to identify emerging risks
84.1	The <i>Employer</i> provides these insurances from the Insurance Table, see Annexure I)	
	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"> 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 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



-
- 3 Should the *Employer* have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the *Contractor's* policies of insurance as well as those of any sub-contractor**
 - 4 Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R 5 000 000**
 - 5 Marine Craft Hull insurance in respect of all marine craft or vessels utilised in performance of the Works for a sum sufficient to provide for their replacement**
 - 6 Protection and Indemnity Insurance in respect of all marine craft or vessels utilised in performance of the Works extended for Specialist Operations with a minimum indemnity limit of R 20,000,000**
 - 7 The insurance coverage referred to in 1, 2, 3, 4, 5 and 6 above shall be obtained from an insurer(s) in terms of an insurance policy approved by the *Employer*. The *Contractor* shall arrange with the insurer to submit to the *Project Manager* the original and the duplicate original of the policy or policies of insurance and the receipts for payment of current premiums, together with a certificate from the insurer or insurance broker concerned, confirming that the policy or policies provide the full coverage as required. The original policy will be returned to the *Contractor***
-



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 SANS 1200 unless indicated otherwise
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is	Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the Chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i>.
W1.2(3)	The <i>Adjudicator nominating body</i> is: If no <i>Adjudicator nominating body</i> is entered, it is:	The Chairman of the Association of Arbitrators (Southern Africa) the Association of Arbitrators (Southern Africa)
W1.4(2)	The <i>tribunal</i> is:	Arbitration



TRANSNET NATIONAL PORTS AUTHORITY

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DESCRIPTION OF THE WORKS: FOR THE REPLACEMENT AND INSTALLATION OF FENCE AT THE PORT OF NGQURA AND COEGA KOP QUARRY FOR A PERIOD OF 10 MONTHS

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	Port Elizabeth, 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 <i>works</i>	R25 000.0 per day up to a limit of 7% of the total Contract Price
X13	Performance bond	
X13.1	The amount of the performance bond is	5% of the total of the Prices. A proforma Performance Guarantee is attached with this Contract as Part C1.3 – Forms and Guarantees



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X14	Advance Payment to the Contractor	
X14.1	The amount of the advanced payment	R..... The <i>Employer</i> will make an advanced payment of 10%, however the percentage can be increased or decreased subject to the issuing the with an equivalent percentage Advanced Payment Bond
X14.3		The advanced payment is repaid to the <i>Employer</i> by the in instalments of 15% of the value of the Advanced payment until refunded in full as from the first invoice on the Contract. However, this terms and conditions can be agreed upon during post tender negotiations
X15	Limitation of the Contractor's liability for his design to reasonable skill and care	No additional data is required for this Option
X16	Retention	
X16.1	The retention free amount is	Nil
	The retention percentage is	10% on all payments certified
X18	Limitation of liability	



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

Z	<i>Additional conditions of contract are:</i>	
----------	--	--



Z1 **Obligations in respect of Job Creation****Z1.1**

It will be a material term of this contract that the *Contractor* must contribute to the *Employer's* job-creation objectives as set out in Returnable Schedule T2.2-21

Z1.2

The *Contractor's* undertaking as to the number of new jobs created due to the award of this contract as set out in Returnable Schedule T.2.2-21 will constitute a binding agreement throughout the duration of the contract until Completion, if not, it will be deemed that the *Contractor* has failed in full to meet this specific material term of the contract, which may constitute a reason for termination

Z1.3

The *Contractor* shall provide to the *Employer*, on a monthly basis or upon receiving an instruction to do so by the *Project Manager*, any documentation and/or evidence required by the *Employer*, which in the *Employer's* opinion would be necessary to verify whether the *Contractor* has maintained the job-creation undertaking as stipulated in Returnable Schedule T.2.2-21. The *Contractor* shall provide the said documentation and/or evidence within the period stated or as instructed. The provision of the documentation and/or evidence shall not constitute a compensation event.



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DESCRIPTION OF THE WORKS: FOR THE REPLACEMENT AND INSTALLATION OF FENCE AT THE PORT OF NGQURA AND COEGA KOP QUARRY FOR A PERIOD OF 10 MONTHS

**Z2 Additional clause relating to
Performance Bonds and/or
Guarantees**

Z2.1

The Performance Guarantee under X13 above shall be an irrevocable, on-demand performance guarantee, to be issued exactly in the form of the Pro Forma documents provided for this purpose under C1.3 (Forms of Securities), in favour of the *Employer* by a financial institution reasonably acceptable to the *Employer*. (See attached list of approved bond issuers as Annexure C.)



Z3 Additional clauses relating to Joint Venture

Z3.1

Insert the additional core clause 27.5

27.5. In the instance that the *Contractor* is a joint venture, the *Contractor* shall provide the *Employer* with a certified copy of its signed joint venture agreement, and in the instance that the joint venture is an 'Incorporated Joint Venture,' the Memorandum of Incorporation, within 4 (four) weeks of the Contract Date. The Joint Venture agreement shall contain but not be limited to the following:

- **A brief description of the Contract and the Deliverables;**
- **The name, physical address, communications addresses and domicilium citandi et executandi of each of the constituents and of the Joint Venture;**
- **The constituent's interests;**
- **A schedule of the insurance policies, sureties, indemnities and guarantees which must be taken out by the Joint Venture and by the individual constituents;**
- **Details of an internal dispute resolution procedure;**
- **Written confirmation by all of the constituents:**
 - i. **of their joint and several liabilities to the *Employer* to Provide the Works;**
 - ii. **identification of the lead partner in the joint venture confirming the authority of the lead partner to bind the joint venture through the *Contractor's* representative;**
 - iii. **Identification of the roles and responsibilities of the**



constituents to provide the Works.

- **Financial requirements for the Joint Venture:**

iv. **the working capital requirements for the Joint Venture and the extent to which and manner whereby this will be provided and/or guaranteed by the constituents from time to time;**

v. **the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.**

Z3.2

Insert additional core clause 27.6

27.6. The *Contractor* shall not alter its composition or legal status of the Joint Venture without the prior approval of the *Employer*.

Z4 Additional obligations in respect of Termination

Z4.1

The following will be included under core clause 91.1:

In the second main bullet, after the word 'partnership' add 'joint venture whether incorporate or otherwise (including any constituent of the joint venture)' and

Under the second main bullet, insert the following additional bullets after the last sub-bullet:

- **commenced business rescue proceedings (R22)**
- **repudiated this Contract (R23)**



Z4.2	Termination Table	<p>The following will be included under core clause 90.2 Termination Table as follows:</p> <p>Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"</p>
Z4.3		Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."
Z5	Right Reserved by the Employer to Conduct Vetting through SSA	
Z5.1		<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.
Z6	Additional Clause Relating to Collusion in the Construction Industry	
Z6.1		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.



TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2025/04/0017/94422/RFP

DESCRIPTION OF THE WORKS: FOR THE REPLACEMENT AND INSTALLATION OF FENCE AT THE PORT OF NGQURA AND COEGA KOP QUARRY FOR A PERIOD OF 10 MONTHS

Z7 **Protection of Personal
Information Act**

Z7.1

The *Employer* and the *Contractor* are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act.

C1.2 Contract Data

Part two - Data provided by the *Contractor*

The tendering *Contractor* is advised to read the latest NEC3 Engineering and Construction Contract of 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 only	
24.1	The <i>Contractor's</i> key persons are:	
	1 Name:	
	Job:	
	Responsibilities:	
	Qualifications:	
	Experience:	
	2 Name:	
	Job	
	Responsibilities:	
	Qualifications:	
	Experience:	



TRANSNET NATIONAL PORTS AUTHORITY

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		CV's (and further key persons data including CVs) are appended to Tender Schedule entitled T2.2-05a		
11.2(14)	The following matters will be included in the Risk Register			
31.1	The programme identified in the Contract Data is			
B	Priced contract with bill of quantities			
11.2(21)	The <i>bill of quantities</i> is in			
11.2(31)	The tendered total of the Prices is	(in figures) (in words), excluding VAT		
	Data for Schedules of Cost Components	<i>Note "SCC" means Schedule of Cost Components starting on page 60 of ECC, and "SSCC" means Shorter Schedule of Cost Components starting on page 63 of ECC.</i>		

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



TRANSNET NATIONAL PORTS AUTHORITY

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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:			

Annexure B

Certificate of Insurance

1 April 2025

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 2025 to 31 March 2026 (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:
Insured Contracts :**

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.

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 a 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 10% of the total estimated contract value in the aggregate.
- 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
- Beneficial Occupation – 12 months
- Risk Mitigation – Safety Measures with Respect to Precipitation, Flood and Inundation – 10 years return period

Deductibles:

In respect of loss or damage:

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Registration in South Africa Number 2019/150435/01
Authorized FSP Licence Number 44889

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.

Electrical Cables, Wiring and Accessories 10% of claim minimum R100,000

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:

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 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

- a) 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.
- b) 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,

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Registration in South Africa Number 2013/150155/07
Authorized FSP Licence Number 44889

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 at award exceeding 48 months (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.

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

Maksure Place, Waterfall Point
Cnr Waterfall & Woodmead Drive
Waterfall City, 2090
Johannesburg South Africa
Tel +27 11 805 0086
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Email info@maksure.co.za
Web www.maksure.co.za



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.

Langa Sigodi

A handwritten signature in black ink, consisting of a long horizontal stroke followed by a loop and a short vertical stroke.

Account Executive: Corporate and Global Markets

Authorised Financial Services Provider

Registration in South Africa Number 2013/150155/07
Authorized FSP Licence Number 44889

Annexure C

List of Transnet Guarantee Issuers



RFP FOR THE FOR THE REPLACEMENT OF FENCE AT THE PORT OF NGQURA AND COEGA KOP QUARRY FOR A PERIOD OF 10 MONTHS

APPROVED TRANSNET GUARANTEE ISSUERS

ABSA BANK LIMITED GROUP
 BANK OF AMERICA, N.A
 BANK OF CHINA LIMITED GROUP
 BARCLAYS BANK PLC GROUP
 BESA MEMBERS
 BNP PARIBAS GROUP
 CHINA CONSTRUCTION BANK GROUP
 CITIBANK GROUP
 CREDIT SUISSE GROUP
 DEUTSCHE BANK GROUP
 FIRSTRAND BANK LIMITED GROUP
 GOLDMAN SACHS INTERNATIONAL
 HSBC HOLDINGS GROUP
 INVESTEC BANK LTD
 JPMORGAN CHASE BANK GROUP
 MORGAN STANLEY
 MACQUARIE BANK LIMITED
 NEDBANK LTD
 SOCIETE GENERALE BANK GROUP
 STANDARD BANK GROUP
 STANDARD CHARTERED BANK GROUP
 AFRICAN BANK LTD
 BIDVEST BANK LTD
 CAPITEC BANK LTD
 DISCOVERY BANK LTD
 GRINDROD BANK LTD
 ABN AMRO Bank N.V.
 BANCO BILBAO VIZCAYA ARGENTARIA S.A
 Coöperative Rabobank U.A.
 CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK
 DANSKE BANK
 INDUSTRIAL DEVELOPMENT CORPORATION
 ING Bank N.V.
 KBC BANK
 LANDESBANK BADEN-WUERTTEMBERG
 MIZUHO BANK, LTD
 NATIONAL AUSTRALIA BANK LIMITED

APPROVED TRANSNET GUARANTEE ISSUERS

SKANDINAVISKA ENSKILDA BANKEN
 SUMITOMO MITSUI BANKING CORPORATION
 SVENSKA HANDELSBANKEN AB
 AIG SOUTH AFRICA
 CONSTANTIA INSURANCE LTD
 CREDIT GUARANTEE INSURANCE CORPORATION
 GUARDRISK INSURANCE
 HOLLARD INSURANCE COMPANY
 INFINITY INSURANCE
 LOMBARD INSURANCE GROUP
 MUTUAL & FEDERAL
 RENASA INSURANCE COMPANY
 SANTAM
 BRYTE INSURANCE COMPANY LTD
 ZURICH INSURANCE PLC

The Contract

Part C2

PART 2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option B	5
C2.2	<p>The <i>bill of quantities</i></p> <p>#1 Bill of Quantities: Section 1 Coega Kop Quarry (Concrete Fencing)</p> <p>#2 Bill of Quantities: Section 2 Port of Ngqura (Hot Dipped Galvanized Mesh Fencing)</p> <p>#3 Bill of Quantities: Both Sections</p>	

C2.1 Pricing instructions: Option B

1. The *conditions of contract*

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

Clause 11 in NEC3 Engineering and Construction Contract, June 2005 and 2013 (ECC) Option B states:

**Identified
and defined
terms**

11

11.2

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

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

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

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

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

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

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

1.2. Function of the Bill of Quantities

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

1.3. Guidance before pricing and measuring

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

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

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

2. Measurement and payment

2.1. Symbols

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

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

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

2.2. General assumptions

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

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

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

2.3. Departures from the *method of measurement*

2.4. Amplification of or assumptions about measurement items

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

C2.2 The *bill of quantities* – Following below as:

Section 1 : #1 Coega Kop Quarry for Concrete fencing

**Section 2 : #2 Port of Ngqura for Hot Dipped Galvanized Mesh
Fencing**

: #3 Both Sections

**Note! Complete the Bill of Quantities for the Section/s tendering for
ONLY**



Bill of Quantities

Tendering for Section 1 ONLY

Section 1 Coega Kop Quarry for Concrete Fencing

TENDERING FOR SECTION 1 ONLY: COEGA KOP QUARRY

<u>Item No</u>	<u>Payment Reference</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
		<u>COEGA KOP QUARRY SECTION</u>				
	SANS 1200	<u>SECTION NO. 1: PRELIMINARIES & GENERAL</u>				
		<u>BILL NO.1</u>				
		<u>PRELIMINARIES & GENERAL</u>				
		The Tenderer is referred to the relevant Clauses in the separate document Model Preambles for Trades (2008 Edition) and to the Supplementary Preambles which are incorporated in this Bill.				
		<u>Preliminaries</u>				
		The agreement applicable to this contract is the "NEC 3 Engineering and Construction Contract June 2005" (with amendments April 2013)				
		Tenderers are referred to SANS 1200A for the purpose of payment of Preliminaries and General section of this Bill				
	A 8.2.4					
1	A 8.2.3	<u>FIXED CHARGE ITEMS</u>				
		<u>Contractual requirements</u>				
1.1	A 8.3.1	Contractual requirements	Sum	1.00		
	A 8.3.2 & A 8.3.2.3	<u>Establishment of Facilities on the Site</u>				
	A 8.3.2.1	<u>Facilities for Engineer</u>				
1.2		a) Furnished Offices	Sum	1.00		
	A 8.3.2.2	<u>Facilities for Contractor</u>				
1.3		a) Office and storage sheds	Sum	1.00		
1.4		b) Living accommodation	Sum	1.00		
1.5		c) Ablution and latrine facilities	Sum	1.00		
1.6		d) Tools and equipment	Sum	1.00		
1.7		e) Water supplies, electric power and communications	Sum	1.00		
1.8		f) Plant	Sum	1.00		
		Carried to Collection				

	A 8.3.3	<u>Other Fixed-charge Obligations</u>				
1.9		Setting out of works and surveys	Sum	1.00		
1.10		Provision of as built drawings	Sum	1.00		
1.11		Health and Safety Compliance	Sum	1.00		
1.12		Environmental Compliance	Sum	1.00		
		<u>Removal of site establishment</u>				
1.13	A 8.3.4	Removal of site establishment on completion of work	Sum	1.00		
		Carried to Collection				

		<u>TIME RELATED ITEMS</u>				
		<u>Contractual requirements</u>				
1.14	A 8.4.1	Contractual requirements	Month	5.00		
	A 8.4.2 & A 8.4.2.3	<u>Operation and Maintenance of Facilities on Site, for Duration of Construction, except where otherwise stated</u>				
	A 8.4.2.1	<u>Facilities for Engineer</u>				
1.15		a) Furnished Offices	Month	5.00		
1.16		b) Survey assistants and materials	Month	5.00		
	A 8.4.2.2	<u>Facilities for Contractor</u>				
1.17		a) Office and storage sheds	Month	5.00		
1.18		b) Living accommodation	Month	5.00		
1.19		e) Ablution and latrine facilities	Month	5.00		
1.20		f) Tools and equipment	Month	5.00		
1.21		g) Water supplies, electric power and communications	Month	5.00		
1.22		i) Access and access control	Month	5.00		
1.23		j) Plant	Month	5.00		
		<u>Supervision for Duration of Construction</u>				
1.24	A 8.4.3	Supervision	Month	5.00		
		<u>Company and Head office Overhead Cost</u>				
1.25	A 8.4.4	Company and Head office Overhead Cost for the duration of the contract.	Month	5.00		
	A 8.4.5	<u>Other Time-related Obligations</u>				
1.26		Health and Safety Compliance	Month	5.00		
1.27		Environmental Compliance	Month	5.00		
		Carried to Collection				

TENDERING FOR SECTION 1 ONLY : COEGA KOP QUARRY

<u>Item No</u>	<u>Payment Reference</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
		<u>SECTION NO. 2 : COEGA KOP QUARRY</u>				
		<u>BILL NO.1</u>				
		<u>EARTHWORKS (PROVISIONAL)</u>				
		The Tenderer is referred to the relevant Clauses in the separate document Model Preambles for Trades (2008 Edition) and to the Supplementary Preambles which are incorporated in this Bill				
		Assess the ground conditions below all new foundations (The contractor shall conduct an assessment to confirm the ground conditions below all new foundations and plinths and verify that the ground conditions can support the load of the new fence, and withstand the environmental factors. If the ground requires modifications, the contractor shall obtain approval from the employer before proceeding with the works.	no	1.00		
		<u>DEMOLITIONS ETC</u>				
		<u>Taking down and removing</u>				
2.1		Concrete Palisade fence with posts and droppers including breaking removing any concrete bases then backfill and make good. Fence to be removed include 14m double swing gates. Damaged concrete palisade to be disposed at the municipal disposal site within 35km and gates off at the Port storage within 10km radius of each site.	m	3,100.00		
		<u>SITE CLEARANCE ETC</u>				
		<u>Site clearance</u>				
2.2		Digging up and removing rubbish, debris, vegetation, hedges, shrubs, bush, etc. and trees not exceeding 150mm girth and cart away to prescribed stock piles on site within 3.5km radius	m ²	9,300.00		
2.3		Stripping average 150mm thick layer of topsoil and depositing material in prescribed stock piles on site within 3.5km radius	m ²	4,650.00		
		<u>EXCAVATION, FILLING, ETC.</u>				
		<u>EXCAVATIONS, ETC</u>				
		<u>Excavation in earth not exceeding 2m deep including shaping and trimming for</u>				
2.4		Plinths	m ³	3,720.00		
2.5		Bases	m ³	603.61		
		<u>Extra over trench and hole excavations in earth for excavation in</u>				
		Carried to Collections				

TENDERING FOR SECTION 1 ONLY : COEGA KOP QUARRY

<u>Item No</u>	<u>Payment Reference</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
2.6		Soft rock	m ³	864.72		
2.7		Hard rock	m ³	603.61		
		<u>Extra over all excavation for carting away</u>				
2.8		Surplus material from excavations to prescribed stock piles on site within 3.5km radius	m ³	3,472.00		
		<u>Keeping excavation free of water</u>				
2.90		Keeping excavation free from all water other than subterranean water	Item	1.00		
		<u>EARTHFILLING, ETC. (PROVISIONAL)</u>				
		Contractor to use the relevant filling				
		<u>Filling with material from the excavations and/or prescribed stock piles compacted to a density of at least 98% Mod. AASHTO maximum density</u>				
2.10		Backfilling to trenches, holes, etc.	m ³	3,379.45		
		<u>Compaction of ground surface including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 98% Mod AASHTO density</u>				
2.11		Under trenches and holes	m ²	4,067.20		
		Carried to Collections				
		<u>COLLECTIONS</u>				
		<u>SECTION NO. 2</u>				
		<u>BILL NO. 1: EARTHWORKS (PROVISIONAL)</u>				
		Page			5	
		Page			6	
		Total Collections Carried to Section Summary				
		Section 2 Bill No 1: Earthworks (Provisional)				

TENDERING FOR SECTION 1 ONLY : COEGA KOP QUARRY

<u>Item No</u>	<u>Payment Reference</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
		<u>BILL NO.2</u>				
		<u>CONCRETE, FORMWORK AND REINFORCEMENT (PROVISIONAL)</u>				
		The Tenderer is referred to the relevant Clauses in the separate document Model Preambles for Trades (2008 Edition) and to the Supplementary Preambles which are incorporated in this Bill				
		<u>UNREINFORCED CONCRETE</u>				
		<u>25 MPa/19mm Concrete</u>				
2.12		Plinths	m ³	248.00		
2.13		Bases	m ³	603.61		
		<u>TEST CUBES</u>				
2.14		Making and testing 150 x 150 x 150mm concrete strength test cubes, 3 cubes per load	No.	426		
		<u>ROUGH FORMWORK (PROVISIONAL)</u>				
		<u>Rough Formwork to:</u>				
2.15		Sides of bases	m ²	595.20		
2.16		Sides of plinths	m ²	2,480.00		
		<u>MOVEMENT JOINTS, ETC.</u>				
		<u>Isolation joints with 10mm plywood between bases and plinth, including necessary formwork</u>				
2.17		200 X 400mm expansion joint	m	134.78		
		Allow for a provisional amount of R150 000 (one hundred and fifty thousand) for the modification of ground conditions	sum	1.00	150,000.00	R 150,000.00
		Carried to Collections				



TENDERING FOR SECTION 1 ONLY : COEGA KOP QUARRY

<u>Item No</u>	<u>Payment Reference</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
		<p><u>COLLECTIONS</u></p> <p><u>BILL NO. 2: CONCRETE, FORMWORK AND REINFORCEMENT (PROVISIONAL)</u></p>				
		Page			7	
		Total Collections Carried to Section Summary				
		CKQ Section 1 Bill No. 2 Concrete, Formwork and Reinforcement (Provisional)				

TENDERING FOR SECTION 1 ONLY : COEGA KOP QUARRY

<u>Item No</u>	<u>Payment Reference</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
2.18		<p><u>BILL NO.3</u></p> <p><u>PRECAST CONCRETE WALL PANELS</u></p> <p><u>Design, manufacture, supply, deliver and erect concrete wall panels</u></p> <p><u>The contractor shall engage a reputable fence manufacturer to design, supply, and deliver the concrete fences, including gates and associated fixtures, that fully comply with the specifications and requirements outlined in the scope of works. The shop drawings, including the drawings and specifications from the reputable manufacturer, shall be submitted to the Employer for review and acceptance prior to commencing the works.</u></p> <p>Concrete fence in accordance to the works with drawing number XNQ.N.0018-C-DE-0001-01-0A complete including razor barbed wire coil, spikes and pre-cast concrete post and all required fixtures.</p>	m	3,100.00		
		Carried to Collections				

TENDERING FOR SECTION 1 ONLY : COEGA KOP QUARRY

<u>Item No</u>	<u>Payment Reference</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
2.19		<p><u>Design, manufacture, supply, deliver and erect hot dipped galvanized mesh gates:</u></p> <p><u>The contractor shall engage a reputable fence manufacturer to design, supply, and deliver gate, including gates and associated fixtures, that fully comply with the specifications and requirements outlined in the scope of works. The shop drawings, including the drawings and specifications from the reputable manufacturer, shall be submitted to the Employer for review and acceptance prior to commencing the works.</u></p> <p>Hot Dipped Galvanized then Anti corrosion Bond Coated double swing gate to suit concrete wall panel fence overall size 10000 x 2400mm high complete as per drawing no. XNQ.N.0018-C-DE-0001-01-0B. Concrete footings and foundations measured elsewhere</p>	No.	1.00		
		Carried to Collections				
		<p><u>COLLECTIONS</u></p> <p><u>BILL NO. 3: CONCRETE WALL PANELS AND GATES</u></p>				
		<p>Page 9</p> <p>Page 10</p>				
		Total Collections Carried to Section Summary				
		CKQ Section 2 Bill No.3 Concrete Wall Panels and Gates				

TENDERING FOR SECTION 1 ONLY: COEGA KOP QUARRY

<u>Item No</u>	<u>Description</u>	<u>Amount</u>
	<p><u>COEGA KOP QUARRY SECTION SUMMARY</u></p> <p><u>SECTION NO. 1: PRELIMINARIES & GENERAL</u></p> <p>BILL NO. 1: PRELIMINARIES & GENERAL</p> <p><u>SECTION NO. 2 : COEGA KOP QUARRY</u></p> <p>BILL NO. 1: EARTHWORKS (PROVISIONAL)</p> <p>BILL NO. 2: CONCRETE, FORMWORK AND REINFORCEMENT (PROVISIONAL)</p> <p>BILL NO. 3: CONCRETE WALL PANELS AND GATES</p>	
	Total carried to Form of Offer (excluding VAT)	



Bill of Quantities

Tendering for Section 2 ONLY

Section 2 Port of Ngqura for Hot Dipped Galvanized Mesh Fencing

TENDERING FOR SECTION 2 ONLY: PORT OF NGQURA

<u>Item No</u>	<u>Payment Reference</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
	SANS 1200	PORT OF NGQURA SECTION <u>SECTION NO. 3: PRELIMINARIES & GENERAL</u> <u>BILL NO.1</u> <u>PRELIMINARIES & GENERAL</u> The Tenderer is referred to the relevant Clauses in the separate document Model Preambles for Trades (2008 Edition) and to the Supplementary Preambles which are incorporated in this Bill. <u>Preliminaries</u> The agreement applicable to this contract is the "NEC 3 Engineering and Construction Contract June 2005" (with amendments April 2013) Tenderers are referred to SANS 1200A for the purpose of payment of Preliminaries and General section of this Bill				
3	A 8.2.4					
	A 8.2.3	<u>FIXED CHARGE ITEMS</u> <u>Contractual requirements</u>				
3.1	A 8.3.1	Contractual requirements	Sum	1.00		
	A 8.3.2 & A 8.3.2.3	<u>Establishment of Facilities on the Site</u>				
	A 8.3.2.1	<u>Facilities for Engineer</u>				
3.2		a) Furnished Offices	Sum	1.00		
	A 8.3.2.2	<u>Facilities for Contractor</u>				
3.3		a) Office and storage sheds	Sum	1.00		
3.4		b) Living accommodation	Sum	1.00		
3.5		c) Ablution and latrine facilities	Sum	1.00		
3.6		d) Tools and equipment	Sum	1.00		
3.7		e) Water supplies, electric power and communications	Sum	1.00		
3.8		f) Plant	Sum	1.00		
		Carried to Collection				

TENDERING FOR SECTION 2 ONLY: PORT OF NGQURA

<u>Item No</u>	<u>Payment Reference</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
	A 8.3.3	<u>Other Fixed-charge Obligations</u>				
3.9		Setting out of works and surveys	Sum	1.00		
3.10		Provision of as built drawings	Sum	1.00		
3.11		Health and Safety Compliance	Sum	1.00		
3.12		Environmental Compliance	Sum	1.00		
		<u>Removal of site establishment</u>				
3.13	A 8.3.4	Removal of site establishment on completion of work	Sum	1.00		
		Carried to Collection				

TENDERING FOR SECTION 2 ONLY: PORT OF NGQURA

<u>Item No</u>	<u>Payment Reference</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
		<u>TIME RELATED ITEMS</u>				
		<u>Contractual requirements</u>				
3.14	A 8.4.1	Contractual requirements	Month	5.00		
	A 8.4.2 & A 8.4.2.3	<u>Operation and Maintenance of Facilities on Site, for Duration of Construction, except where otherwise stated</u>				
	A 8.4.2.1	<u>Facilities for Engineer</u>				
3.15		a) Furnished Offices	Month	5.00		
3.16		b) Survey assistants and materials	Month	5.00		
	A 8.4.2.2	<u>Facilities for Contractor</u>				
3.17		a) Office and storage sheds	Month	5.00		
3.18		b) Living accommodation	Month	5.00		
3.19		e) Ablution and latrine facilities	Month	5.00		
3.20		f) Tools and equipment	Month	5.00		
3.21		g) Water supplies, electric power and communications	Month	5.00		
3.22		i) Access and access control	Month	5.00		
3.23		j) Plant	Month	5.00		
		<u>Supervision for Duration of Construction</u>				
3.24	A 8.4.3	Supervision	Month	5.00		
		<u>Company and Head office Overhead Cost</u>				
3.25	A 8.4.4	Company and Head office Overhead Cost for the duration of the contract.	Month	5.00		
	A 8.4.5	<u>Other Time-related Obligations</u>				
3.26		Health and Safety Compliance	Month	5.00		
3.27		Environmental Compliance	Month	5.00		
		Carried to Collection				

TENDERING FOR SECTION 2 ONLY: PORT OF NGQURA

<u>Item No</u>	<u>Payment Reference</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
	A 8.8	<u>TEMPORARY WORKS</u>				
	A 8.8.4	<u>Existing services</u>				
3.28		a) Supply or hire of specialist equipment for the detection of services	Sum	1.00		
3.29		b) The use of equipment referred to in item (a) above	Sum	1.00		
3.30		c) Excavation by hand in soft material to expose services	m³	50.00		
3.31		d) Temporary protection, as required in terms of the project specification of services	Sum	1.00		
3.32		e) Removal and re-installation of existing services	Sum	1.00		
		Carried to Collection				
		<u>COLLECTIONS</u>				
		<u>SECTION NO. 3</u>				
		<u>BILL NO. 1: PRELIMINARIES & GENERAL</u>				
		Page			1	
		Page			2	
		Page			3	
		Page			4	
		Total Collections Carried to Section Summary				
		PoN Section 3 Bill No.1 Preliminaries & General				

TENDERING FOR SECTION 2 ONLY : PORT OF NGQURA

<u>Item No</u>	<u>Payment Reference</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
		<u>PORT OF NGQURA SECTION</u> <u>SECTION NO. 4 : PORT OF NGQURA</u> <u>BILL NO.1</u> <u>EARTHWORKS (PROVISIONAL)</u> <p>The Tenderer is referred to the relevant Clauses in the separate document Model Preambles for Trades (2008 Edition) and to the Supplementary Preambles which are incorporated in this Bill</p> <p>Special care shall be exercised during the progress of the work to ensure that any electrical installations, water supply pipes, telephone and other services which may be encountered are not interfered with and notice shall be given to the Engineer if any disconnection or alterations become necessary</p> <p>Assess the ground conditions below all new foundations (The contractor shall conduct an assessment to confirm the ground conditions below all new foundations and plinths and verify that the ground conditions can support the load of the new fence, and withstand the environmental factors. If the ground requires modifications, the contractor shall obtain approval from the employer before proceeding with the works.</p>				
4.1		Assess the existing concrete walls or pavement structures (All existing concrete walls and pavement structures shall be assessed by the Contractor to verify that it's structural integrity is satisfactory. If the structure requires modifications, the contractor shall obtain approval from the employer before proceeding with the works.	sum	1.00		
4.2		<u>DEMOLITIONS ETC</u> <u>Taking down and removing</u> <p>Palisade fence with steel posts and droppers including breaking removing any concrete bases then backfill and make good. Fence to be removed included 3 gates to be disposed off at the Port storage within 5km radius of each site.</p>	sum	1.00		
4.3		Wire mesh fence with steel posts and droppers including breaking and removing concrete bases then backfill and make good. Fence to be disposed off at the Port storage within 5km radius of each site	m	901.00		
4.4		Breaking of concrete pavements at various depths for excavation of Gate poles	m2	14.00		
4.6		Installation of Intruder detection system	m	2,670.00		
		Carried to Collections				

TENDERING FOR SECTION 2 ONLY : PORT OF NGQURA

<u>Item No</u>	<u>Payment Reference</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
		<u>SITE CLEARANCE ETC</u>				
		<u>Site clearance</u>				
4.7		Digging up and removing rubbish, debris, vegetation, hedges, shrubs, bush, etc. and trees not exceeding 150mm girth and cart away to prescribed stock piles on site within 3.5km radius	m ²	3,292.50		
4.8		Stripping average 150mm thick layer of topsoil and depositing material in prescribed stock piles on site within 3.5km radius	m ²	2,195.00		
		<u>EXCAVATION, FILLING, ETC.</u>				
		<u>EXCAVATIONS, ETC</u>				
		<u>Excavation in earth not exceeding 2m deep including shaping and trimming for</u>				
4.9		Plinths	m ³	171.30		
4.10		Bases	m ³	88.99		
		<u>Back excavation of vertical sides of excavation in earth for working space including backfilling compacted to 98% Mod. AASHTO density</u>				
4.11		Exceeding 500mm and not exceeding 1,5m deep for erection and removal of formwork to bases and plinths	m ²	1,647.10		
		<u>Extra over trench and hole excavations in earth for excavation in</u>				
4.12		Soft rock	m ³	52.06		
4.13		Hard rock	m ³	13.56		
		<u>Extra over all excavation for carting away</u>				
4.14		Surplus material from excavations to prescribed stock piles on site within 3.5km radius	m ³	390.43		
		<u>EARTHFILLING, ETC. (PROVISIONAL)</u>				
		<u>Filling with material from the excavations and/or prescribed stock piles compacted to a density of at least 98% Mod. AASHTO maximum density</u>				
4.15		Backfilling to trenches, holes, etc.	m ³	465.70		
		<u>Compaction of ground surface including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 93% Mod AASHTO density</u>				
		Under trenches and holes	m ²	1,976.52		
		Carried to Collections				

TENDERING FOR SECTION 2 ONLY : PORT OF NGQURA

<u>Item No</u>	<u>Payment Reference</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
		<p><u>COLLECTIONS</u></p> <p><u>SECTION NO. 4</u></p> <p><u>BILL NO. 1: EARTHWORKS (PROVISIONAL)</u></p> <p>Page</p> <p>Page</p> <p>Total Collections Carried to Section Summary</p> <p>PoN Section 4 Bill No.1 Earthworks (Provisional)</p>			<p>5</p> <p>6</p>	

TENDERING FOR SECTION 2 ONLY : PORT OF NGQURA

<u>Item No</u>	<u>Payment Reference</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
		<u>BILL NO.2</u>				
		<u>CONCRETE, FORMWORK AND REINFORCEMENT (PROVISIONAL)</u>				
		The Tenderer is referred to the relevant Clauses in the separate document Model Preambles for Trades (2008 Edition) and to the Supplementary Preambles which are incorporated in this Bill				
		<u>UNREINFORCED CONCRETE CAST IN EXCAVATED SURFACES</u>				
		<u>25 MPa/19mm Concrete</u>				
4.16		Plinths	m ³	131.77		
4.17		Bases	m ³	68.45		
		<u>TEST CUBES</u>				
4.18		Making and testing 150 x 150 x 150mm concrete strength test cubes, 3 cubes per load	No.	100		
		<u>ROUGH FORMWORK (PROVISIONAL)</u>				
		<u>Rough Formwork to:</u>				
4.19		Sides of bases	m ²	684.51		
4.20		Sides of plinths	m ²	1,317.68		
		<u>Boxing in rough formwork to form</u>				
4.21		20 mm 45 degree Chamfers along top edges	m	4,662.23		
		<u>MOVEMENT JOINTS, ETC.</u>				
		<u>and plinth, including necessary formwork</u>				
4.22		200 X 400mm expansion joint	m	113.59		
4.23		Making good all bases by cleaning and filling concrete gaps to receive new mesh fence including installation of holding down bolts etc.	no	407.06		
4.24		Allow for a provisional sum of R100 000 (one hundred thousand) for the modification of ground conditions	prov.s	1.00	100,000.00	R 100,000.00
4.25		Allow for a provisional sum of R50 000 (one hundred thousand rand) for the modification of existing walls	prov.s	1.00	50,000.00	R 50,000.00
		Carried to Collections				

TENDERING FOR SECTION 2 ONLY : PORT OF NGQURA

<u>Item No</u>	<u>Payment Reference</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
		<p><u>COLLECTIONS</u></p> <p><u>SECTION NO. 4</u></p> <p><u>BILL NO. 2: CONCRETE, FORMWORK AND REINFORCEMENT (PROVISIONAL)</u></p> <p>Page</p> <p>Total Collections Carried to Section Summary</p> <p>PoN Section 4 Bill No. 2 Concrete, Formork & Reinforcement (Provisional)</p>			8	

TENDERING FOR SECTION 2 ONLY : PORT OF NGQURA

<u>Item No</u>	<u>Payment Reference</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
		<u>BILL NO.3</u>				
		<u>Transport of Material</u>				
		Transport of free issue material from Coega SEZ to Site (within the Port precinct). Material includes fencing posts and accessories.	sum	1.00		
		<u>HOT DIPPED GALVANIZED MESH FENCE AND GATE</u>				
		<u>Design, manufacture, supply, deliver and erect Hot dipped galvanized mesh fence:</u>				
		<u>The contractor shall engage a reputable and deliver mesh fences, including gates and associated fixtures, that fully comply with the specifications and requirements outlined in the scope of works. The shop drawings, including the drawings and specifications from the reputable manufacturer, shall be submitted to the Employer for review and acceptance prior to commencing the works.</u>				
4.26		Hot Dipped Galvanised mesh fence of 2400mm high ,including spikes, anti-burrow, & accessories & according to specifications etc.	m	660.00		
4.27		Hot Dipped Galvanised mesh fence of 2400mm high with opening panels ,including spikes, anti-burrow, & accessories and according to specifications	m	660.00		
4.28		Hot Dipped Galvanised mesh fence with baseplates of 2400mm high ,including spikes, anti-burrow, & accessories & according to specifications etc.	m	900.00		
4.29		Hot Dipped Galvanised mesh fence with baseplates of 2400mm high with opening panels ,including spikes, anti-burrow, & accessories and according to specifications	m	450.00		
4.30		Connecting new Hot dipped galvanized mesh fence to existing palisade fencing. Details for mounting the new fence to the existing fence shall be designed by a reputable fence manufacturer, ensuring that the mountingsystem is robust enough to withstand the corrosive and harsh marine environment (high Wind Speeds, etc.	No.	8.00		
4.31		Mount the new Hot dipped galvanized mesh fence to the existing concrete walls or pavement structure. (Details for mounting the new fence to the concrete structure shall be designed by a reputable fence manufacturer, ensuring that the mounting system is robust enough to withstand the corrosive and harsh marine environment (high Wind Speeds, etc.).	sum	1.00		
		Carried to Collections				

Replacement and Installation of fence at the Port of Ngqura for a period of 5 months
TNPA/2025/04/0017/94422/RFP



TENDERING FOR SECTION 2 ONLY : PORT OF NGQURA

<u>Item No</u>	<u>Payment Reference</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
		<u>Design, Manufacture, supply, deliver and erect Hot dipped Galvanized mesh gates:</u>				
4.32		Hot Dipped Galvanized and Anti corrosion Bond Coated swing gate for abnormal vehicles to suit mesh fence with overall size of 14000 x 2400mm. Including spikes and all accessories & according to specifications etc.	No.	1.00		
4.33		Hot Dipped Galvanized and Anti corrosion Bond Coated swing gate with base plate to suit mesh fence with overall size of 8000 x 2400mm . Including spikes and all accessories & according to specifications etc.	No.	1.00		
4.34		Hot Dipped Galvanized and Anti corrosion Bond Coated swing gate to suit mesh fence with overall size of 6000 x 2400mm . Including spikes and all accessories & according to specifications etc.	No.	1.00		
4.35		Hot Dipped Galvanized and Anti corrosion Bond Coated swing gate with base plate to suit mesh fence with overall size of 6000 x 2400mm . Including spikes and all accessories & according to specifications etc.	No.	1.00		
4.36		Hot Dipped Galvanized and Anti corrosion Bond Coated swing gate to suit mesh fence with overall size of 10000 x 2400mm . Including spikes and all accessories & according to specifications etc.	No.	3.00		
4.37		Hot Dipped Galvanized and Anti corrosion Bond Coated swing gate with base plate to suit mesh fence with overall size of 10000 x 2400mm . Including spikes and all accessories & according to specifications etc.	No.	5.00		
4.38		Hot Dipped Galvanized and Anti corrosion Bond Coated double leaf swing gate with base plate to suit mesh fence with overall size of 4200 x 2400mm . Including spikes and all accessories & according to specifications etc.	No.	1.00		
4.39		Hot Dipped Galvanized and Anti corrosion Bond Coated pedestrian gate with baseplate posts to suit weld mesh fence with overall size of 1500 x 2400mm . Including spikes and all accessories & according to specifications etc.	No.	1.00		
		<u>Turnstile</u>				
4.40		Supply, deliver and install a 2400m high stainless steel turnstile complete with all the fittings in accordance to the specifications.	No	1.00		
Carried to Collections						

<u>Item No</u>	<u>Payment Reference</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
		<u>COLLECTIONS</u>				
		<u>SECTION NO. 4</u>				
		<u>BILL NO. 3:HOT DIPPED GALVANIZED MESH FENCE AND GATES</u>				
		Page			10	
		Page			11	
		Total Collections Carried to Section Summary				
		PoN Section 4 Bill No.3 Hot Dipped Galvanized Mesh Fence and Gates				

TENDERING FOR SECTION 2 ONLY: PORT OF NGQURA

<u>Item No</u>	<u>Description</u>	<u>Amount</u>
	<p><u>PORT OF NGQURA SECTION SUMMARY</u></p> <p><u>SECTION NO. 3: PRELIMINARIES & GENERAL</u></p> <p>BILL NO. 1: PRELIMINARIES & GENERAL</p> <p><u>SECTION NO. 4 : PORT OF NGQURA</u></p> <p>BILL NO. 1: EARTHWORKS (PROVISIONAL)</p> <p>BILL NO. 2: CONCRETE, FORMWORK AND REINFORCEMENT (PROVISIONAL)</p> <p>BILL NO. 3:HOT DIPPED GALVANIZED MESH FENCE AND GATES</p>	
	Total carried to Form of Offer (excluding VAT)	



Bill of Quantities

Tendering for Both Sections

Section 1 Coega Kop Quarry for Concrete Fencing

Section 2 Port of Ngqura for Hot Dipped Galvanized Mesh Fencing

TENDERING FOR BOTH SECTIONS

<u>Item No</u>	<u>Payment Reference</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
		<u>COEGA KOP QUARRY SECTION</u>				
	SANS 1200	<u>SECTION NO. 1: PRELIMINARIES & GENERAL</u>				
		<u>BILL NO.1</u>				
		<u>PRELIMINARIES & GENERAL</u>				
		The Tenderer is referred to the relevant Clauses in the separate document Model Preambles for Trades (2008 Edition) and to the Supplementary Preambles which are incorporated in this Bill.				
		<u>Preliminaries</u>				
		The agreement applicable to this contract is the "NEC 3 Engineering and Construction Contract June 2005" (with amendments April 2013)				
		Tenderers are referred to SANS 1200A for the purpose of payment of Preliminaries and General section of this Bill				
1	A 8.2.4					
	A 8.2.3	<u>FIXED CHARGE ITEMS</u>				
		<u>Contractual requirements</u>				
1.1	A 8.3.1	Contractual requirements	Sum	1.00		
	A 8.3.2 & A 8.3.2.3	<u>Establishment of Facilities on the Site</u>				
	A 8.3.2.1	<u>Facilities for Engineer</u>				
1.2		a) Furnished Offices	Sum	1.00		
	A 8.3.2.2	<u>Facilities for Contractor</u>				
1.3		a) Office and storage sheds	Sum	1.00		
1.4		b) Living accommodation	Sum	1.00		
1.5		c) Ablution and latrine facilities	Sum	1.00		
1.6		d) Tools and equipment	Sum	1.00		
1.7		e) Water supplies, electric power and communications	Sum	1.00		
1.8		f) Plant	Sum	1.00		
		Carried to Collection				

Replacement and Installation of fence at the Port of Ngqura and Coega Kop Quarry for a period of 10 months						
TNPA/2025/04/0017/94422/RFP						
TENDERING FOR BOTH SECTIONS						
<u>Item No</u>	<u>Payment Reference</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
1.9	A 8.3.3	<u>Other Fixed-charge Obligations</u>				
		Setting out of works and surveys	Sum	1.00		
1.10		Provision of as built drawings	Sum	1.00		
1.11		Health and Safety Compliance	Sum	1.00		
1.12		Environmental Compliance	Sum	1.00		
		<u>Removal of site establishment</u>				
1.13	A 8.3.4	Removal of site establishment on completion of work	Sum	1.00		
Carried to Collection						



Replacement and Installation of fence at the Port of Ngqura and Coega Kop Quarry for a period of 10 months						
TNPA/2025/04/0017/94422/RFP						
TENDERING FOR BOTH SECTIONS						
Item No	Payment Reference	Description	Unit	Qty	Rate	Amount
		<u>TIME RELATED ITEMS</u>				
		<u>Contractual requirements</u>				
1.14	A 8.4.1	Contractual requirements	Month	5.00		
	A 8.4.2 & A 8.4.2.3	<u>Operation and Maintenance of Facilities on Site, for Duration of Construction, except where otherwise stated</u>				
	A 8.4.2.1	<u>Facilities for Engineer</u>				
1.15		a) Furnished Offices	Month	5.00		
1.16		b) Survey assistants and materials	Month	5.00		
	A 8.4.2.2	<u>Facilities for Contractor</u>				
1.17		a) Office and storage sheds	Month	5.00		
1.18		b) Living accommodation	Month	5.00		
1.19		e) Ablution and latrine facilities	Month	5.00		
1.20		f) Tools and equipment	Month	5.00		
1.21		g) Water supplies, electric power and communications	Month	5.00		
1.22		i) Access and access control	Month	5.00		
1.23		j) Plant	Month	5.00		
		<u>Supervision for Duration of Construction</u>				
1.24	A 8.4.3	Supervision	Month	5.00		
		<u>Company and Head office Overhead Cost</u>				
1.25	A 8.4.4	Company and Head office Overhead Cost for the duration of the contract.	Month	5.00		
	A 8.4.5	<u>Other Time-related Obligations</u>				
1.26		Health and Safety Compliance	Month	5.00		
1.27		Environmental Compliance	Month	5.00		
		Carried to Collection				

Replacement and Installation of fence at the Port of Ngqura and Coega Kop Quarry for a period of 10 months TNPA/2025/04/0017/94422/RFP						
TENDERING FOR BOTH SECTIONS						
Item No	Payment Reference	Description	Unit	Qty	Rate	Amount
	A 8.8	<u>TEMPORARY WORKS</u>				
	A 8.8.4	<u>Existing services</u>				
1.28		a) Supply or hire of specialist equipment for the detection of services	Sum	1.00		
1.29		b) The use of equipment referred to in item (a) above	Sum	1.00		
1.30		c) Excavation by hand in soft material to expose services	m³	50.00		
1.31		d) Temporary protection, as required in terms of the project specification of services	Sum	1.00		
1.32		e) Removal and re-installation of existing services	Sum	1.00		
		Carried to Collection				
		<u>COLLECTIONS</u>				
		<u>SECTION NO. 1</u>				
		<u>BILL NO. 1: PRELIMINARIES & GENERAL</u>				
		Page			1	
		Page			2	
		Page			3	
		Page			4	
		Total Collections Carried to Section Summary				
		CKQ Section No.1 Bill No.1 Preliminaries & General				

TENDERING FOR BOTH SECTIONS

<u>Item No</u>	<u>Payment Reference</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
		<u>SECTION NO. 2 : COEGA KOP QUARRY</u>				
		<u>BILL NO.1</u>				
		<u>EARTHWORKS (PROVISIONAL)</u>				
		The Tenderer is referred to the relevant Clauses in the separate document Model Preambles for Trades (2008 Edition) and to the Supplementary Preambles which are incorporated in this Bill				
		Assess the ground conditions below all new foundations (The contractor shall conduct an assessment to confirm the ground conditions below all new foundations and plinths and verify that the ground conditions can support the load of the new fence, and withstand the environmental factors. If the ground requires modifications, the contractor shall obtain approval from the employer before proceeding with the works.	no	1.00		
		<u>DEMOLITIONS ETC</u>				
		<u>Taking down and removing</u>				
2.1		Concrete Palisade fence with posts and droppers including breaking removing any concrete bases then backfill and make good. Fence to be removed include 14m double swing gates. Damaged concrete palisade to be disposed at the municipal disposal site within 35km and gates off at the Port storage within 10km radius of each site.	m	3,100.00		
		<u>SITE CLEARANCE ETC</u>				
		<u>Site clearance</u>				
2.2		Digging up and removing rubbish, debris, vegetation, hedges, shrubs, bush, etc. and trees not exceeding 150mm girth and cart away to prescribed stock piles on site within 3.5km radius	m ²	9,300.00		
2.3		Stripping average 150mm thick layer of topsoil and depositing material in prescribed stock piles on site within 3.5km radius	m ²	4,650.00		
		<u>EXCAVATION, FILLING, ETC.</u>				
		<u>EXCAVATIONS, ETC</u>				
		<u>Excavation in earth not exceeding 2m deep including shaping and trimming for</u>				
2.4		Plinths	m ³	3,720.00		
2.5		Bases	m ³	603.61		
		<u>Extra over trench and hole excavations in earth for excavation in</u>				
		Carried to Collections				

TENDERING FOR BOTH SECTIONS

<u>Item No</u>	<u>Payment Reference</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
2.6		Soft rock	m ³	864.72		
2.7		Hard rock	m ³	603.61		
		<u>Extra over all excavation for carting away</u>				
2.8		Surplus material from excavations to prescribed stock piles on site within 3.5km radius	m ³	3,472.00		
		<u>Keeping excavation free of water</u>				
2.90		Keeping excavation free from all water other than subterranean water	Item	1.00		
		<u>EARTHFILLING, ETC. (PROVISIONAL)</u>				
		Contractor to use the relevant filling				
		<u>Filling with material from the excavations and/or prescribed stock piles compacted to a density of at least 98% Mod. AASHTO maximum density</u>				
2.10		Backfilling to trenches, holes, etc.	m ³	3,379.45		
		<u>Compaction of ground surface including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 98% Mod AASHTO density</u>				
2.11		Under trenches and holes	m ²	4,067.20		
		Carried to Collections				
		<u>COLLECTIONS</u>				
		<u>SECTION NO. 2</u>				
		<u>BILL NO. 1: EARTHWORKS (PROVISIONAL)</u>				
		Page			5	
		Page			6	
		Total Collections Carried to Section Summary				
		Section 2 Bill No 1: Earthworks (Provisional)				

TENDERING FOR BOTH SECTIONS

<u>Item No</u>	<u>Payment Reference</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
		<u>BILL NO.2</u>				
		<u>CONCRETE, FORMWORK AND REINFORCEMENT (PROVISIONAL)</u>				
		The Tenderer is referred to the relevant Clauses in the separate document Model Preambles for Trades (2008 Edition) and to the Supplementary Preambles which are incorporated in this Bill				
		<u>UNREINFORCED CONCRETE</u>				
		<u>25 MPa/19mm Concrete</u>				
2.12		Plinths	m ³	248.00		
2.13		Bases	m ³	603.61		
		<u>TEST CUBES</u>				
2.14		Making and testing 150 x 150 x 150mm concrete strength test cubes, 3 cubes per load	No.	426		
		<u>ROUGH FORMWORK (PROVISIONAL)</u>				
		<u>Rough Formwork to:</u>				
2.15		Sides of bases	m ²	595.20		
2.16		Sides of plinths	m ²	2,480.00		
		<u>MOVEMENT JOINTS, ETC.</u>				
		<u>Isolation joints with 10mm plywood between bases and plinth, including necessary formwork</u>				
2.17		200 X 400mm expansion joint	m	134.78		
		Allow for a provisional amount of R150 000 (one hundred and fifty thousand) for the modification of ground conditions	sum	1.00	150,000.00	R 150,000.00
		Carried to Collections				



TENDERING FOR BOTH SECTIONS

Item No	Payment Reference	Description	Unit	Qty	Rate	Amount
		<p><u>COLLECTIONS</u></p> <p><u>BILL NO. 2: CONCRETE, FORMWORK AND REINFORCEMENT (PROVISIONAL)</u></p>				
		Page			7	
		Total Collections Carried to Section Summary				
		CKQ Section 1 Bill No. 2 Concrete, Formwork and Reinforcement (Provisional)				

TENDERING FOR BOTH SECTIONS

<u>Item No</u>	<u>Payment Reference</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
2.18		<p><u>BILL NO.3</u></p> <p><u>PRECAST CONCRETE WALL PANELS</u></p> <p><u>Design, manufacture, supply, deliver and erect concrete wall panels</u></p> <p><u>The contractor shall engage a reputable fence manufacturer to design, supply, and deliver the concrete fences, including gates and associated fixtures, that fully comply with the specifications and requirements outlined in the scope of works. The shop drawings, including the drawings and specifications from the reputable manufacturer, shall be submitted to the Employer for review and acceptance prior to commencing the works.</u></p> <p>Concrete fence in accordance to the works with drawing number XNQ.N.0018-C-DE-0001-01-0A complete including razor barbed wire coil, spikes and pre-cast concrete post and all required fixtures.</p>	m	3,100.00		
		Carried to Collections				

TENDERING FOR BOTH SECTIONS

<u>Item No</u>	<u>Payment Reference</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
2.19		<p><u>Design, manufacture, supply, deliver and erect hot dipped galvanized mesh gates:</u></p> <p><u>The contractor shall engage a reputable fence manufacturer to design, supply, and deliver gate, including gates and associated fixtures, that fully comply with the specifications and requirements outlined in the scope of works. The shop drawings, including the drawings and specifications from the reputable manufacturer, shall be submitted to the Employer for review and acceptance prior to commencing the works.</u></p> <p>Hot Dipped Galvanized then Anti corrosion Bond Coated double swing gate to suit concrete wall panel fence overall size 10000 x 2400mm high complete as per drawing no. XNQ.N.0018-C-DE-0001-01-0B. Concrete footings and foundations measured elsewhere</p>	No.	1.00		
		Carried to Collections				
		<p><u>COLLECTIONS</u></p> <p><u>BILL NO. 3: CONCRETE WALL PANELS AND GATES</u></p>				
		<p>Page 9</p> <p>Page 10</p>				
		Total Collections Carried to Section Summary				
		CKQ Section 2 Bill No.3 Concrete Wall Panels and Gates				

TENDERING FOR BOTH SECTIONS

<u>Item No</u>	<u>Payment Reference</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
	SANS 1200	PORT OF NGQURA SECTION				
		<u>SECTION NO. 3: PRELIMINARIES & GENERAL</u>				
		<u>BILL NO.1</u>				
		<u>PRELIMINARIES & GENERAL</u>				
		The Tenderer is referred to the relevant Clauses in the separate document Model Preambles for Trades (2008 Edition) and to the Supplementary Preambles which are incorporated in this Bill.				
		<u>Preliminaries</u>				
		The agreement applicable to this contract is the "NEC 3 Engineering and Construction Contract June 2005" (with amendments April 2013)				
		Tenderers are referred to SANS 1200A for the purpose of payment of Preliminaries and General section of this Bill				
3	A 8.2.4					
	A 8.2.3	<u>FIXED CHARGE ITEMS</u>				
		<u>Contractual requirements</u>				
3.1	A 8.3.1	Contractual requirements	Sum	1.00		
	A 8.3.2 & A 8.3.2.3	<u>Establishment of Facilities on the Site</u>				
	A 8.3.2.1	<u>Facilities for Engineer</u>				
3.2		a) Furnished Offices	Sum	1.00		
	A 8.3.2.2	<u>Facilities for Contractor</u>				
3.3		a) Office and storage sheds	Sum	1.00		
3.4		b) Living accommodation	Sum	1.00		
3.5		c) Ablution and latrine facilities	Sum	1.00		
3.6		d) Tools and equipment	Sum	1.00		
3.7		e) Water supplies, electric power and communications	Sum	1.00		
3.8		f) Plant	Sum	1.00		
		Carried to Collection				

Replacement and Installation of fence at the Port of Ngqura and Coega Kop Quarry for a period of 10 months TNPA/2025/04/0017/94422/RFP						
TENDERING FOR BOTH SECTIONS						
<u>Item No</u>	<u>Payment Reference</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
	A 8.3.3	<u>Other Fixed-charge Obligations</u>				
3.9		Setting out of works and surveys	Sum	1.00		
3.10		Provision of as built drawings	Sum	1.00		
3.11		Health and Safety Compliance	Sum	1.00		
3.12		Environmental Compliance	Sum	1.00		
		<u>Removal of site establishment</u>				
3.13	A 8.3.4	Removal of site establishment on completion of work	Sum	1.00		
		Carried to Collection				

TENDERING FOR BOTH SECTIONS

<u>Item No</u>	<u>Payment Reference</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
		<u>TIME RELATED ITEMS</u>				
		<u>Contractual requirements</u>				
3.14	A 8.4.1	Contractual requirements	Month	5.00		
	A 8.4.2 & A 8.4.2.3	<u>Operation and Maintenance of Facilities on Site, for Duration of Construction, except where otherwise stated</u>				
	A 8.4.2.1	<u>Facilities for Engineer</u>				
3.15		a) Furnished Offices	Month	5.00		
3.16		b) Survey assistants and materials	Month	5.00		
	A 8.4.2.2	<u>Facilities for Contractor</u>				
3.17		a) Office and storage sheds	Month	5.00		
3.18		b) Living accommodation	Month	5.00		
3.19		e) Ablution and latrine facilities	Month	5.00		
3.20		f) Tools and equipment	Month	5.00		
3.21		g) Water supplies, electric power and communications	Month	5.00		
3.22		i) Access and access control	Month	5.00		
3.23		j) Plant	Month	5.00		
		<u>Supervision for Duration of Construction</u>				
3.24	A 8.4.3	Supervision	Month	5.00		
		<u>Company and Head office Overhead Cost</u>				
3.25	A 8.4.4	Company and Head office Overhead Cost for the duration of the contract.	Month	5.00		
	A 8.4.5	<u>Other Time-related Obligations</u>				
3.26		Health and Safety Compliance	Month	5.00		
3.27		Environmental Compliance	Month	5.00		
		Carried to Collection				

Replacement and Installation of fence at the Port of Ngqura and Coega Kop Quarry for a period of 10 months TNPA/2025/04/0017/94422/RFP						
TENDERING FOR BOTH SECTIONS						
Item No	Payment Reference	Description	Unit	Qty	Rate	Amount
	A 8.8	<u>TEMPORARY WORKS</u>				
	A 8.8.4	<u>Existing services</u>				
3.28		a) Supply or hire of specialist equipment for the detection of services	Sum	1.00		
3.29		b) The use of equipment referred to in item (a) above	Sum	1.00		
3.30		c) Excavation by hand in soft material to expose services	m³	50.00		
3.31		d) Temporary protection, as required in terms of the project specification of services	Sum	1.00		
3.32		e) Removal and re-installation of existing services	Sum	1.00		
		Carried to Collection				
		<u>COLLECTIONS</u>				
		<u>SECTION NO. 3</u>				
		<u>BILL NO. 1: PRELIMINARIES & GENERAL</u>				
		Page			11	
		Page			12	
		Page			13	
		Page			14	
		Total Collections Carried to Section Summary				
		PoN Section 3 Bill No.1 Preliminaries & General				

TENDERING FOR BOTH SECTIONS

<u>Item No</u>	<u>Payment Reference</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
		<u>PORT OF NGQURA SECTION</u> <u>SECTION NO. 4 : PORT OF NGQURA</u> <u>BILL NO.1</u> <u>EARTHWORKS (PROVISIONAL)</u> <p>The Tenderer is referred to the relevant Clauses in the separate document Model Preambles for Trades (2008 Edition) and to the Supplementary Preambles which are incorporated in this Bill</p> <p>Special care shall be exercised during the progress of the work to ensure that any electrical installations, water supply pipes, telephone and other services which may be encountered are not interfered with and notice shall be given to the Engineer if any disconnection or alterations become necessary</p> <p>Assess the ground conditions below all new foundations (The contractor shall conduct an assessment to confirm the ground conditions below all new foundations and plinths and verify that the ground conditions can support the load of the new fence, and withstand the environmental factors. If the ground requires modifications, the contractor shall obtain approval from the employer before proceeding with the works.</p>				
4.1		Assess the existing concrete walls or pavement structures (All existing concrete walls and pavement structures shall be assessed by the Contractor to verify that it's structural integrity is satisfactory. If the structure requires modifications, the contractor shall obtain approval from the employer before proceeding with the works.	sum	1.00		
4.2		<u>DEMOLITIONS ETC</u> <u>Taking down and removing</u> <p>Palisade fence with steel posts and droppers including breaking removing any concrete bases then backfill and make good. Fence to be removed included 3 gates to be disposed off at the Port storage within 5km radius of each site.</p>	sum	1.00		
4.3		Wire mesh fence with steel posts and droppers including breaking and removing concrete bases then backfill and make good. Fence to be disposed off at the Port storage within 5km radius of each site	m	901.00		
4.4		Breaking of concrete pavements at various depths for excavation of Gate poles	m2	14.00		
4.5		Installation of Intruder detection system	m	2,670.00		
4.6						
		Carried to Collections				

Replacement and Installation of fence at the Port of Ngqura and Coega Kop Quarry for a period of 10 months

TNPA/2025/04/0017/94422/RFP



TENDERING FOR BOTH SECTIONS

<u>Item No</u>	<u>Payment Reference</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
		<u>SITE CLEARANCE ETC</u>				
		<u>Site clearance</u>				
4.7		Digging up and removing rubbish, debris, vegetation, hedges, shrubs, bush, etc. and trees not exceeding 150mm girth and cart away to prescribed stock piles on site within 3.5km radius	m ²	3,292.50		
4.8		Stripping average 150mm thick layer of topsoil and depositing material in prescribed stock piles on site within 3.5km radius	m ²	2,195.00		
		<u>EXCAVATION, FILLING, ETC.</u>				
		<u>EXCAVATIONS, ETC</u>				
		<u>Excavation in earth not exceeding 2m deep including shaping and trimming for</u>				
4.9		Plinths	m ³	171.30		
4.10		Bases	m ³	88.99		
		<u>Back excavation of vertical sides of excavation in earth for working space including backfilling compacted to 98% Mod. AASHTO density</u>				
4.11		Exceeding 500mm and not exceeding 1,5m deep for erection and removal of formwork to bases and plinths	m ²	1,647.10		
		<u>Extra over trench and hole excavations in earth for excavation in</u>				
4.12		Soft rock	m ³	52.06		
4.13		Hard rock	m ³	13.56		
		<u>Extra over all excavation for carting away</u>				
4.14		Surplus material from excavations to prescribed stock piles on site within 3.5km radius	m ³	390.43		
		<u>EARTHFILLING, ETC. (PROVISIONAL)</u>				
		<u>Filling with material from the excavations and/or prescribed stock piles compacted to a density of at least 98% Mod. AASHTO maximum density</u>				
4.15		Backfilling to trenches, holes, etc.	m ³	465.70		
		<u>Compaction of ground surface including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 93% Mod AASHTO density</u>				
		Under trenches and holes	m ²	1,976.52		
		Carried to Collections				

Replacement and Installation of fence at the Port of Ngqura and Coega Kop Quarry for a period of 10 months

TNPA/2025/04/0017/94422/RFP



TENDERING FOR BOTH SECTIONS

<u>Item No</u>	<u>Payment Reference</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
		<p><u>COLLECTIONS</u></p> <p><u>SECTION NO. 4</u></p> <p><u>BILL NO. 1: EARTHWORKS (PROVISIONAL)</u></p>				
		Page			15	
		Page			16	
		Total Collections Carried to Section Summary				
		PoN Section 4 Bill No.1 Earthworks (Provisional)				

TENDERING FOR BOTH SECTIONS

<u>Item No</u>	<u>Payment Reference</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
		<u>BILL NO.2</u>				
		<u>CONCRETE, FORMWORK AND REINFORCEMENT (PROVISIONAL)</u>				
		The Tenderer is referred to the relevant Clauses in the separate document Model Preambles for Trades (2008 Edition) and to the Supplementary Preambles which are incorporated in this Bill				
		<u>UNREINFORCED CONCRETE CAST IN EXCAVATED SURFACES</u>				
		<u>25 MPa/19mm Concrete</u>				
4.16		Plinths	m ³	131.77		
4.17		Bases	m ³	68.45		
		<u>TEST CUBES</u>				
4.18		Making and testing 150 x 150 x 150mm concrete strength test cubes, 3 cubes per load	No.	100		
		<u>ROUGH FORMWORK (PROVISIONAL)</u>				
		<u>Rough Formwork to:</u>				
4.19		Sides of bases	m ²	684.51		
4.20		Sides of plinths	m ²	1,317.68		
		<u>Boxing in rough formwork to form</u>				
4.21		20 mm 45 degree Chamfers along top edges	m	4,662.23		
		<u>MOVEMENT JOINTS, ETC.</u>				
		<u>and plinth, including necessary formwork</u>				
4.22		200 X 400mm expansion joint	m	113.59		
4.23		Making good all bases by cleaning and filling concrete gaps to receive new mesh fence including installation of holding down bolts etc.	no	407.06		
4.24		Allow for a provisional sum of R100 000 (one hundred thousand) for the modification of ground conditions	prov.s	1.00	100,000.00	R 100,000.00
4.25		Allow for a provisional sum of R50 000 (one hundred thousand rand) for the modification of existing walls	prov.s	1.00	50,000.00	R 50,000.00
		Carried to Collections				

Replacement and Installation of fence at the Port of Ngqura and Coega Kop Quarry for a period of 10 months

TNPA/2025/04/0017/94422/RFP



TENDERING FOR BOTH SECTIONS

<u>Item No</u>	<u>Payment Reference</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
		<u>COLLECTIONS</u> <u>SECTION NO. 4</u> <u>BILL NO. 2: CONCRETE, FORMWORK AND REINFORCEMENT (PROVISIONAL)</u> <div>Page</div>			18	
		Total Collections Carried to Section Summary PoN Section 4 Bill No. 2 Concrete, Formork & Reinforcement (Provisional)				

Replacement and Installation of fence at the Port of Ngqura and Coega Kop Quarry for a period of 10 months

TNPA/2025/04/0017/94422/RFP



TENDERING FOR BOTH SECTIONS

<u>Item No</u>	<u>Payment Reference</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
		<u>BILL NO.3</u>				
		<u>Transport of Material</u>				
		Transport of free issue material from Coega SEZ to Site (within the Port precinct). Material includes fencing posts and accessories.	sum	1.00		
		<u>HOT DIPPED GALVANIZED MESH FENCE AND GATE</u>				
		<u>Design, manufacture, supply, deliver and erect Hot dipped galvanized mesh fence:</u>				
		<u>The contractor shall engage a reputable and reputable fence manufacturer to design, supply, and deliver mesh fences, including gates and associated fixtures, that fully comply with the specifications and requirements outlined in the scope of works. The shop drawings, including the drawings and specifications from the reputable manufacturer, shall be submitted to the Employer for review and acceptance prior to commencing the works.</u>				
4.26		Hot Dipped Galvanised mesh fence of 2400mm high ,including spikes, anti-burrow, & accessories & according to specifications etc.	m	660.00		
4.27		Hot Dipped Galvanised mesh fence of 2400mm high with opening panels ,including spikes, anti-burrow, & accessories and according to specifications	m	660.00		
4.28		Hot Dipped Galvanised mesh fence with baseplates of 2400mm high ,including spikes, anti-burrow, & accessories & according to specifications etc.	m	900.00		
4.29		Hot Dipped Galvanised mesh fence with baseplates of 2400mm high with opening panels ,including spikes, anti-burrow, & accessories and according to specifications	m	450.00		
4.30		Connecting new Hot dipped galvanized mesh fence to existing palisade fencing. Details for mounting the new fence to the existing fence shall be designed by a reputable fence manufacturer, ensuring that the mountingsystem is robust enough to withstand the corrosive and harsh marine environment (high Wind Speeds, etc.	No.	8.00		
4.31		Mount the new Hot dipped galvanized mesh fence to the existing concrete walls or pavement structure. (Details for mounting the new fence to the concrete structure shall be designed by a reputable fence manufacturer, ensuring that the mounting system is robust enough to withstand the corrosive and harsh marine environment (high Wind Speeds, etc.).	sum	1.00		
		Carried to Collections				

Replacement and Installation of fence at the Port of Ngqura and Coega Kop Quarry for a period of 10 months

TNPA/2025/04/0017/94422/RFP



TENDERING FOR BOTH SECTIONS

<u>Item No</u>	<u>Payment Reference</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
		<u>Design, Manufacture, supply, deliver and erect Hot dipped Galvanized mesh gates:</u>				
4.32		Hot Dipped Galvanized and Anti corrosion Bond Coated swing gate for abnormal vehicles to suit mesh fence with overall size of 14000 x 2400mm. Including spikes and all accessories & according to specifications etc.	No.	1.00		
4.33		Hot Dipped Galvanized and Anti corrosion Bond Coated swing gate with base plate to suit mesh fence with overall size of 8000 x 2400mm . Including spikes and all accessories & according to specifications etc.	No.	1.00		
4.34		Hot Dipped Galvanized and Anti corrosion Bond Coated swing gate to suit mesh fence with overall size of 6000 x 2400mm . Including spikes and all accessories & according to specifications etc.	No.	1.00		
4.35		Hot Dipped Galvanized and Anti corrosion Bond Coated swing gate with base plate to suit mesh fence with overall size of 6000 x 2400mm . Including spikes and all accessories & according to specifications etc.	No.	1.00		
4.36		Hot Dipped Galvanized and Anti corrosion Bond Coated swing gate to suit mesh fence with overall size of 10000 x 2400mm . Including spikes and all accessories & according to specifications etc.	No.	3.00		
4.37		Hot Dipped Galvanized and Anti corrosion Bond Coated swing gate with base plate to suit mesh fence with overall size of 10000 x 2400mm . Including spikes and all accessories & according to specifications etc.	No.	5.00		
4.38		Hot Dipped Galvanized and Anti corrosion Bond Coated double leaf swing gate with base plate to suit mesh fence with overall size of 4200 x 2400mm . Including spikes and all accessories & according to specifications etc.	No.	1.00		
4.39		Hot Dipped Galvanized and Anti corrosion Bond Coated pedestrian gate with baseplate posts to suit weld mesh fence with overall size of 1500 x 2400mm . Including spikes and all accessories & according to specifications etc.	No.	1.00		
		<u>Turnstile</u>				
4.40		Supply, deliver and install a 2400m high stainless steel turnstile complete with all the fittings in accordance to the specifications.	No	1.00		
Carried to Collections						

Replacement and Installation of fence at the Port of Ngqura and Coega Kop Quarry for a period of 10 months

TNPA/2025/04/0017/94422/RFP



TENDERING FOR BOTH SECTIONS

<u>Item No</u>	<u>Payment Reference</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
		<u>COLLECTIONS</u> <u>SECTION NO. 4</u> <u>BILL NO. 3:HOT DIPPED GALVANIZED MESH FENCE AND GATES</u> <div>Page</div> <div>Page</div>			20 21	
		Total Collections Carried to Section Summary PoN Section 4 Bill No.3 Hot Dipped Galvanized Mesh Fence and Gates				

TENDERING FOR BOTH SECTION

<u>Item No</u>	<u>Description</u>	<u>Amount</u>
	<p><u>COEGA KOP QUARRY SECTION SUMMARY</u></p> <p><u>SECTION NO. 1: PRELIMINARIES & GENERAL</u></p> <p>BILL NO. 1: PRELIMINARIES & GENERAL</p> <p><u>SECTION NO. 2 : COEGA KOP QUARRY</u></p> <p>BILL NO. 1: EARTHWORKS (PROVISIONAL)</p> <p>BILL NO. 2: CONCRETE, FORMWORK AND REINFORCEMENT (PROVISIONAL)</p> <p>BILL NO. 3: CONCRETE WALL PANELS AND GATES</p> <p><u>PORT OF NGQURA SECTION SUMMARY</u></p> <p><u>SECTION NO. 3: PRELIMINARIES & GENERAL</u></p> <p>BILL NO. 1: PRELIMINARIES & GENERAL</p> <p><u>SECTION NO. 4 : PORT OF NGQURA</u></p> <p>BILL NO. 1: EARTHWORKS (PROVISIONAL)</p> <p>BILL NO. 2: CONCRETE, FORMWORK AND REINFORCEMENT (PROVISIONAL)</p> <p>BILL NO. 3: HOT DIPPED GALVANIZED MESH FENCE AND GATES</p> <p>Total carried to Form of Offer (excluding VAT)</p>	