



TRANSNET PORT TERMINALS  
CONTRACT NUMBER: ICLM DB 974/TPT  
DESIGN, SUPPLY AND INSTALL, THEREAFTER RENTAL, MANTAIN AND REPAIR PARKHOMES FOR TRANSNET SOC LTD REG. NO. 1990/000900) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") FOR THE DURBAN CONTAINER TERMINAL – PIER 2, FOR A PERIOD OF SIXTY (60) MONTHS.

## **Transnet Port Terminals**

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

## **REQUEST FOR PROPOSAL (RFP)**

**FOR THE: DESIGN, SUPPLY AND INSTALL, THEREAFTER RENTAL, MANTAIN AND REPAIR PARKHOMES FOR TRANSNET SOC LTD REG. NO. 1990/000900) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") FOR THE DURBAN CONTAINER TERMINAL – PIER 2, FOR A PERIOD OF FIVE (5) YEARS.**

<b>RFP NUMBER</b>	<b>: ICLM DB 974/TPT</b>
<b>ISSUE DATE</b>	<b>: 06 OCTOBER 2025</b>
<b>COMPULSORY BRIEFING</b>	<b>: 13 OCTOBER 2025</b>
<b>CLOSING DATE</b>	<b>: 24 OCTOBER 2025</b>
<b>CLOSING TIME</b>	<b>: 12h00pm</b>
<b>TENDER VALIDITY PERIOD</b>	<b>: 180 Days from closing date</b>



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## T1.1 TENDER NOTICE AND INVITATION TO TENDER

### SECTION 1: NOTICE TO TENDERERS

#### 1. INVITATION TO TENDER

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

<b>DESCRIPTION</b>	<b>DESIGN, SUPPLY AND INSTALL, THEREAFTER RENTAL, MANTAIN AND REPAIR PARKHOMES FOR TRANSNET SOC LTD REG. NO. 1990/000900) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") FOR THE DURBAN CONTAINER TERMINAL – PIER 2, FOR A PERIOD OF FIVE (5) YEARS.</b>
<b>TENDER DOWNLOADING</b>	<b>This Tender may be downloaded directly from the National Treasury eTender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> and the Transnet website at <a href="https://transnetetenders.azurewebsites.net">https://transnetetenders.azurewebsites.net</a> (please use Google Chrome to access Transnet link) <b>FREE OF CHARGE.</b></b>
<b>TENDER INCLUDES BUILD PROGRAMME REQUIREMENTS</b>	<p>It is estimated that tenderers must have a CIDB contractor grading designation of 7EP or higher class of construction work.</p> <p>This project will be implemented under the Construction Industry Development Board Contract Skills Development Goal (CSDG) programme, and the successful Tenderer will be required to adhere to the requirements of:</p> <ul style="list-style-type: none"> <li>• The CIDB Standard for Developing Skills Through Infrastructure Contracts is obtainable from the cidb's website <a href="http://www.cidb.org.za">www.cidb.org.za</a></li> </ul> <p>Pro-Forma Documents</p> <p><b>To be downloaded from CIDB (Form A1 List of Recognised Skills Development Agencies, Form A2 Baseline Training Plan, Form A3 Project Interim Report, Form A4 Supervisor Agreement, Form A5 Project Completion Report</b></p>
<b>COMPULSORY TENDER</b>	<b>A Compulsory Tender Clarification Meeting will be conducted at the Port of Durban Container Terminal, Bayhead Road off Entrance 7,</b>

<b>CLARIFICATION MEETING</b>	<p><b>Pier 2, New Parkhome Big Room 2 Boardroom, , on the 13<sup>th</sup> of OCTOBER 2025., at 10:00am</b> for a period of <math>\pm</math> 3 (three) hours. [Tenderers to provide own PPE (<b>safety vest and safety shoes</b>), transportation and accommodation].</p> <p>The Compulsory Tender Clarification Meeting will start punctually, and information will not be repeated for the benefit of Tenderers arriving late.</p> <p><b>Site visit will take place after the clarification meeting, tenderers are to note:</b></p> <ul style="list-style-type: none"> <li>• Tenderers are required to wear safety shoes, high visibility vests and hard hats.</li> <li>• Tenderers without the recommended PPE will not be allowed on the site walk.</li> <li>• Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyser testing.</li> <li>• All forms of firearms are prohibited on Transnet properties and premises.</li> <li>• The relevant persons attending the meeting must ensure that their identity documents, passports or drivers' licences are on them for inspection at the access control gates.</li> </ul> <p>Certificate of Attendance in the form set out in the <b>Returnable Schedule T2.2-01a</b> hereto must be completed and submitted with your Tender as proof of attendance is required for a <b>compulsory</b> site meeting and/or tender briefing.</p> <p><b>Tenderers are required to bring this Returnable Schedule T2.2-01a to the Compulsory Tender Clarification Meeting to be signed by the <i>Employer's</i> Representative.</b></p> <p><b>Tenderers failing to attend the compulsory tender briefing will be disqualified.</b></p>
<b>CLOSING DATE</b>	<p><b>12:00pm on 24<sup>th</sup> OCTOBER 2025</b></p> <p>Tenderers must ensure that tenders are uploaded timeously onto the system. <b>If a tender is late, it will not be accepted for consideration.</b></p>

## 2. TENDER SUBMISSION

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

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

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

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

- b) Each company must register its profile using its company details and use the corresponding registered profile to log an intent to bid as well as submitting any bid.
- c) Transnet will not accept a bid or will disqualify a bidder who submits a bid in the Transnet e-tender submission through another bidders'/Company's profile. In other words, each bidder must register the intent to bid and submit its bid through its own profile under the same company name that will eventually bid for the tender. No company shall submit a bid on behalf of another company regardless of the company being a subsidiary or holding company.
- d) In case of a Joint Venture, any of the parties/companies to the Joint Venture may use its registered profile to submit a bid on behalf of the Joint Venture.



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- e) 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.
- f) 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;



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- 4.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 4.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;
- 4.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;
- 4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);
- 4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.
- 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.
- 4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable on T2.2-18, [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.
- 4.12. Transnet reserves the right to perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer:
  - *unduly high or unduly low tendered rates or amounts in the tender offer;*
  - *contract data of contract provided by the tenderer; or*
  - *the contents of the tender returnables which are to be included in the contract.*

5. Transnet will not reimburse any Tenderer for any preparatory costs or other work performed in connection with this Tender, whether or not the Tenderer is awarded a contract.



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## 6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

Tenderer are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. The CSD can be accessed at <https://secure.csd.gov.za/>. Tenderer are required to provide the following to Transnet in order to enable it to verify information on the CSD:

Supplier Number..... and Unique registration reference number.....(Tender Data)

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



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## T1.2 TENDER DATA

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

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

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

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

Clause	Data
C.1.1 The <i>Employer</i> is	<b>Transnet SOC Ltd</b> <b>(Reg No. 1990/000900/30)</b>
C.1.2 The tender documents issued by the <i>Employer</i> comprise:	
<b>Part T: The Tender</b>	
Part T1: Tendering procedures	T1.1 Tender notice and invitation to tender T1.2 Tender data
Part T2 : Returnable documents	T2.1 List of returnable documents T2.2 Returnable schedules
<b>Part C: The contract</b>	
Part C1: Agreements and contract data	C1.1 Form of offer and acceptance C1.2 Contract data (Part 1) C1.3 Form of Securities



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	Part C2: Pricing data	C2.1 Pricing instructions C2.2 Priced contract with price list
	Part C3: Scope of work	C3.1 Works Information
	Part C4: Site information	C4.1 Site information
C.1.4	The Employer's agent is:	Contracts Specialist
	Name:	Dumisani Mphili
	Address:	TPT Admin Building, Durban Container Terminal – Pier 2, 2 <sup>nd</sup> Floor Port of Durban
	Tel No.	031 – 361 8708
	E – mail	<a href="mailto:Dumisani.Mphili@transnet.net">Dumisani.Mphili@transnet.net</a> or <a href="mailto:Hlengiwe.Mthimkhulu@transnet.net">Hlengiwe.Mthimkhulu@transnet.net</a>

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Transnet will utilise the following methodology and criteria in selecting a preferred Supplier, if so required:

# 1. Stage One - Administrative and Substantive responsiveness

C.2.1

- **Step One:** The test for administrative responsiveness to this RFP will include the following

Administrative responsiveness check	RFP Reference
• Whether the Bid has been lodged on time	<i>T.1.1 Section 1/ E-tender Management System</i>
• Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time	<i>Part T2</i>
• Verify the validity of all returnable documents	<i>All Sections</i>
• Verify if the Bid document has been duly signed by the authorised respondent	<i>All sections</i>

***The test for administrative responsiveness [Step One] must be passed for a Respondent's Proposal to progress to Step Two for further evaluation***

- **Step Two:** The test for substantive responsiveness to this RFP will include the following:

Substantive responsiveness check	RFP Reference
• Whether any general and legislation qualification criteria set by Transnet, have been met	<i>All sections</i>
• Whether the Bid contains a priced offer as prescribed in the pricing and delivery schedule	<i>Part C1.1/ C2.1 &amp; C2.2</i>
• Verify the validity of all returnable documents	<i>All Sections</i>

- Whether the Bid materially complies with the scope and/or specification given

*All sections*

***The test for substantive responsiveness [Step Two] must be passed for a Respondent's Proposal to progress to Step Three for further evaluation***

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

- **Step Three: Eligibility with regards to attendance at the compulsory clarification meeting:**

An authorised representative of the tendering entity or a representative of a tendering entity that intends to form a Joint Venture (JV) must attend the compulsory clarification meeting in terms C2.7. **(Refer to Schedule Returnable T2.2-xx)**

- **Step Four: Eligibility with regards to valid and active Professional Registrations:**

Tenderers are to attach proof of valid and active Professional Registrations as part of this returnable. Failure to comply with eligibility criteria i.e., a "No" answer / response and No attachment will lead to disqualification. (\*Bidders will be tested via the Professional Bodies) – **(Refer to Schedule Returnable T2.2-xx)**

- **Step Five: Eligibility in terms of the Construction Industry Development Board:**

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

b) Joint Venture (JV)

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

1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation of not lower than one level below the required class of construction works under consideration and possesses the required recognition status; and
3. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or

higher than a contractor grading designation determined in accordance with the sum tendered for a 7EP or higher class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations

The tenderer shall provide a certified copy of its signed joint venture agreement  
**(Refer to Schedule Returnable T2.2-xxx)**

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

## **2. Stage Two - Functionality:**

Only those tenderers who obtain the minimum qualifying score for functionality will be evaluated further in terms of price and the applicable preference point system. The minimum qualifying for score for functionality is **80** points.

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

## **3. Stage Three – Weighted Scoring (Price & Specific Goals):**

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

**Preferential Procurement points will be allocated as per the table below:**

**Preference Point System 90/10**

<b>Specific Goals</b>	<b>Number of Points</b>	<b>Price</b>
B-BBEE Level 1 OR 2	5	
30% Sub-contracting to: BO EMEs OR QSE (51% BO)	5	
<b>Total</b>	<b>10</b>	<b>90</b>

**Note:** Stage three also includes post tender negotiations, objective criteria and award of business

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

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

C.2.12 No alternative tender offers will be considered.

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

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

Identification details:

The tender documents must be uploaded with:

- Name of Tenderer: .....
- Contact person and details: .....
- The Tender Number: **iCLM DB 974/TPT**
- The Tender Description: **The Design, Supply and Install and, thereafter Rental Maintain and Repair Parkhomes at the Ports of Durban Terminal – Pier 2, for Transnet SOC Ltd (Reg no. 1990/000900/30) operating as Transnet Port Terminals (hereinafter referred as "TPT") Pier 2, for a period of Sixty (60) Months.**

Documents must be marked for the attention of:

***Employer's Agent: Dumisani Mphili***

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

C.2.15 The closing time for submission of tender offers is:  
Time: **12:00pm** on the **24 October 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 **180 days** after the closing date. Tenderers are to note that they may be requested to extend the validity period of their tender, on the same terms and conditions, if Transnet's internal evaluation and governance approval processes has not been finalised within the validity period.

C.2.23 The tenderer is required to submit with his tender:  
1. A valid Tax Clearance Certificate issued by the South African Revenue Services.  
**Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status.**

2. A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a **sworn affidavit** confirming annual turnover and level of black ownership in case of all EMEs and QSEs with 51% black ownership or more together with the tender;
3. Proof of CIDB 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

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C3.11 The minimum number of evaluation points for functionality is : **80**

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

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

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### **Functionality Criteria**

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

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

- T2.2-03 Evaluation Schedule: Track Record
- T2.2-04 Evaluation Schedule: Proof of Vehicle Ownership
- T2.2-05 Evaluation Schedule: Proof of Employee Training Certificates

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).



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

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

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

Evaluation Criteria	Final Weighted Scores
Price	90
Specific goals: Scorecard	10
<b>TOTAL SCORE:</b>	<b>100</b>

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

Selected Specific Goal	Number of points allocated (10)
B-BBEE Level of contributor – Level 1 or 2	5
30% Sub-contracting to EMEs & QSE who are 51%Black Owned (BO)	5

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

Specific Goals	Acceptable Evidence
B-BBEE	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
The promotion of supplier development through sub-contracting or JV for a minimum of 30% of the value of a contract to South African Companies which are: EMEs and/or QSEs who are 51% black-owned	Sub-contracting agreements and Declaration / Joint Venture Agreement and CIPC – B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate as per DTIC guideline

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

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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) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his





TRANSNET PORT TERMINAL

TENDER NUMBER: ICLM DB 974/TPT

DESCRIPTION OF THE WORKS: DESIGN, SUPPLY AND INSTALL, THEREAFTER RENTAL, MANTAIN AND REPAIR PARKHOMES FOR TRANSNET SOC LTD REG. NO. 1990/000900) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") FOR THE DURBAN CONTAINER TERMINAL – PIER 2, FOR A PERIOD OF SIXTY (60) MONTHS.

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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,

e) complies with the legal requirements, if any, stated in the tender data and

f) is able, in the option of the employer to perform the contract free of conflicts of interest.

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

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**STAATSKOERANT, 8 AUGUSTUS 2019**

**DEPARTMENT OF PUBLIC WORKS**

**NOTICE 423 OF 2019**

**STANDARD FOR UNIFORMITY IN ENGINEERING AND CONSTRUCTION**

**WORKS CONTRACTS**

**AUGUST 2019**

## **Annex C**

### **Standard Conditions of Tender**

#### **C.1 General**

##### **C.1.1 Actions**

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

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

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

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

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

### **C.1.2 Tender Documents**

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

### **C.1.3 Interpretation**

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

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

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

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

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

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

c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;

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

### **C.1.4 Communication and employer's agent**

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

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### **C.1.5 Cancellation and Re-Invitation of Tenders**

- C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if
- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
  - b) funds are no longer available to cover the total envisaged expenditure; or
  - c) no acceptable tenders are received.
  - d) there is a material irregularity in the tender process.
- C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised
- C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender Invitation for the second time.

### **C.1.6 Procurement procedures**

#### **C.1.6.1 General**

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

#### **C.1.6.2 Competitive negotiation procedure**

- C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.
- C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.
- Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, Specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.
- C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer

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to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

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

### **C.1.6.3 Proposal procedure using the two stage-system**

#### **C.1.6.3.1 Option 1**

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

#### **C.1.6.3.2 Option 2**

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

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

### **C.2 Tenderer's obligations**

#### **C.2.1 Eligibility**

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

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

#### **C.2.2 Cost of tendering**

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

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requirements.

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

### **C.2.3 Check documents**

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

### **C.2.4 Confidentiality and copyright of documents**

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

### **C.2.5 Reference documents**

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

### **C.2.6 Acknowledge addenda**

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

### **C.2.7 Clarification meeting**

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

### **C.2.8 Seek clarification**

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

### **C.2.9 Insurance**

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

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### **C.2.10 Pricing the tender offer**

- C.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes Except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the tender data.
- C.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.
- C.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.
- C.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

### **C.2.11 Alterations to documents**

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

### **C.2.12 Alternative tender offers**

- C.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.
- C.2.12.2 Accept that an alternative tender offer must be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.
- C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

### **C.2.13 Submitting a tender offer**

- C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.
- C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
- C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number Of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format

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as they were issued by the employer.

C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer.

Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

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

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

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

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

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

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

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

#### **C.2.15 Closing time**

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

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

#### **C.2.16 Tender offer validity**

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



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

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

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

### **C.2.17 Clarification of tender offer after submission**

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

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

### **C.2.18 Provide other material**

C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

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

### **C.2.19 Inspections, tests and analysis**

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

### **C.2.20 Submit securities, bonds and policies**

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

#### **C.2.21 Check final draft**

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

#### **C.2.22 Return of other tender documents**

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

#### **C.2.23 Certificates**

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

### **C.3 The employer's undertakings**

#### **C.3.1 Respond to requests from the tenderer**

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

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

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

#### **C.3.2 Issue Addenda**

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

closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

### **C.3.3 Return late tender offers**

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

### **C.3.4 Opening of tender submissions**

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

C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.

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

### **C.3.5 Two-envelope system**

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

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

### **C.3.6 Non-disclosure**

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

### **C.3.7 Grounds for rejection and disqualification**

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

### **C.3.8 Test for responsiveness**

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

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

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

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified. Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

### **C.3.9 Arithmetical errors, omissions and discrepancies**

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

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

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

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

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

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follows:

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

### **C.3.10 Clarification of a tender offer**

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

### **C.3.11 Evaluation of tender offers**

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project. Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

**The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:**

#### **Requirement Qualitative interpretation of goal**

**Fair** The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.

**Equitable** Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.

**Transparent** The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.

**Competitive** The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.

**Cost effective** The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

**The activities associated with evaluating tender offers are as follows:**

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

**C.3.11.1 General**

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

**C.3.12 Insurance provided by the employer**

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

**C.3.13 Acceptance of tender offer**

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

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform

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the contract;

c) has the legal capacity to enter into the contract;

d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;

e) complies with the legal requirements, if any, stated in the tender data; and

f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

### **C.3.14 Prepare contract documents**

C.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by

The employer as part of the tender documents to take account of:

a) addenda issued during the tender period,

b) inclusion of some of the returnable documents and

c) other revisions agreed between the employer and the successful tenderer.

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

### **C.3.15 Complete adjudicator's contract**

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

### **C.3.16 Registration of the award**

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

### **C.3.17 Provide copies of the contracts**

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

### **C.3.18 Provide written reasons for actions taken**



TRANSNET PORT TERMINAL

TENDER NUMBER: iCLM DB 974/TPT

DESCRIPTION OF THE WORKS: DESIGN, SUPPLY AND INSTALL, THEREAFTER MANTAIN AND REPAIR PARKHOMES FOR TRANSNET SOC LTD REG. NO. 1990/000900) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") FOR THE DURBAN CONTAINER TERMINAL – PIER 2, FOR A PERIOD OF SIXTY (60) MONTHS.

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





## T2.1 List of Returnable Documents

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

- T2.2-01 (a) **Stage One: Eligibility Criteria Schedule** - Certificate of attendance at Compulsory Tender Clarification Meeting
- T2.2-02 **Stage One: Eligibility Criteria Schedule** - Copy of ECSA Level 3 as stipulated registration
- T2.2-03 **Stage One: Eligibility Criteria Schedule** - CIDB Registration Grade 7GB or higher

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

- T2.2-04 **Evaluation Schedule:** Track Record
- T2.2-05 **Evaluation Schedule:** Proof of Vehicle Ownership
- T2.2-06 **Evaluation Schedule :** Proof of Employee Training Certificate

### Stage Three: these schedules will be utilised for Specific Goals:

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

### 2.1.3 Returnable Schedules:

#### General:

- T2.2-07 Authority to submit tender
- T2.2-08 Record of addenda to tender documents
- T2.2-09 Letter of Good Standing
- T2.2-10 Risk Elements
- T2.2-11 Details of Plant Offered
- T2.2-12 Schedule of proposed Subcontractors
- T2.2-13 Site Establishment requirements

#### Agreement and Commitment by Tenderer:

- T2.2-14 CIDB SFU ANNEX G Compulsory Enterprise Questionnaire
- T2.2-15 Non-Disclosure Agreement
- T2.2-16 RFP Declaration Form
- T2.2-17 RFP – Breach of Law
- T2.2-18 Certificate of Acquaintance with Tender Document
- T2.2-19 Supplier Integrity Pact
- T2.2-20 Supplier Code of Conduct



TRANSNET PORT TERMINAL

TENDER NUMBER: iCLM DB 974/TPT

DESCRIPTION OF THE WORKS: DESIGN, SUPPLY AND INSTALL, THEREAFTER REANTAL, MANTAIN AND REPAIR PARKHOMES FOR TRANSNET SOC LTD REG. NO. 1990/000900) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") FOR THE DURBAN CONTAINER TERMINAL – PIER 2, FOR A PERIOD OF SIXTY (60) MONTHS.

T2.2-21 Protection of Personal Information Act, 4 of 2013 ("POPIA")

T2.2-22 Domestic prominent influential persons (DPIP) or foreign prominent public officials (FPPO)

**Bonds/Guarantees/Financial/Insurance:**

T2.2-23 Insurance provided by the Contractor

T2.2-24 Three (3) years audited financial statements

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

**2.3 C1.2 Contract Data**

**2.4 C1.3 Forms of Securities**

**2.5 C2.2 Priced Contract with Price List**

**2.7 C3 Works Information inclusive of Site Information**

## T2.2-01 (a) : Eligibility Criteria Schedule:

### Certificate of Attendance at Tender Clarification Meeting

This is to certify that

(Company Name)

Represented  
by:

(Name and  
Surname)

Was represented at the compulsory tender clarification meeting

Held at:	Port of Durban Container Terminal – Pier 2	
On (date)		

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

Name

Signature

Capacity

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

Name

Signature

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

Date



TRANSNET PORT TERMINALS

TENDER NUMBER: ICLM DB 974/TPT

DESCRIPTION OF THE WORKS: DESIGN, SUPPLY AND INSTALL, THEREAFTER RENTAL, MANTAIN AND REPAIR PARKHOMES FOR TRANSNET SOC LTD REG. NO. 1990/000900) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") FOR THE DURBAN CONTAINER TERMINAL – PIER 2, FOR A PERIOD OF SIXTY (60) MONTHS.

## T2.2-02: Eligibility Criteria Schedule - ECSA Certification

Tenderers are to indicate their compliance in terms of **ECSA Certification** by filling in the table below.

**Attach a copy of the ECSA Certificate as a ECSA registered Professional.**

Failure to comply with eligibility criteria i.e., a <b>"No" answer</b> or <b>"No" response</b> will lead to disqualification.			
Eligibility Criteria:		Comply (Yes/No)	Evidence Provided (Yes/No)
1.	The Tenderer to provide <b>ECSA Certification</b> and must be ECSA registered as a Professional Engineer (must be verifiable on the ECSA website).		

Signed \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

Tenderer \_\_\_\_\_

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

### Note to tenderers:

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

CRS Number	Status	Grading	Expiry Date

1. Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a **7GB 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:

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

TECHINAL EVALUATION FOR.

**DESIGN, SUPPLY AND INSTALL, THEREAFTER MANTAIN AND REPAIR FOR TRANSNET SOC LTD REG. NO. 1990/000900) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") FOR THE DURBAN CONTAINER TERMINAL – PIER 2, FOR A PERIOD OF SIXTY (60) MONTHS PERIOD**

EVALUATION METHODOLOGY	SCORING PRINCIPLE	RETURNABLE SCHEDULE	WEIGHT (Points)
ELIGIBILITY	Tenderers are to indicate their CIDB Grading by attaching a copy of the valid CIDB Grading as per the following requirements <b>Classes of Works: Building Works – (GB)</b>	copy of the valid CIDB Grading stating the building work, grade 7)	Yes/ No
	The supplier is required to provide ECSA Level 3 as stipulated in ECSA Reg for the responsible engineer	Copy of ECSA Level 3 as stipulated registration,	Yes/ No
TRACK RECORDS	<p>The Bidder must submit a traceable, signed reference letter on the company letterhead, and clearly state the services rendered by the Bidder, including the duration of the contract as poof of providing Parkhome service for a period of three (3) years.</p> <ul style="list-style-type: none"> <li>• 3X reference letters companies with proof submitted = <b>25 points</b></li> <li>• 2X reference letters companies with proof submitted = <b>10 points</b></li> <li>• 1 X reference letters companies with proof submitted = <b>5 points</b></li> <li>• No reference letter submitted = <b>0 points</b></li> </ul>	Traceable Signed, References on a client Company Letter Head	25 Points

FUNCTIONALITY	<p>The Bidder to submit proof of vehicle ownership or lease agreement. Lease agreement must have a company letterhead, signed by both parties. The vehicle must be road worthy and in compliance with lifting equipment statutory requirements.</p> <ol style="list-style-type: none"> <li>Proof of road worth by providing copy of disc licence, issued by licensing office accompanied by proof of load tested for owned vehicle or leased vehicle = <b>30 Points</b></li> <li>No Proof of road worth by providing copy of disc licence, issued by licensing office accompanied by proof of load tested for owned vehicle or leased vehicle submitted = <b>0 Points</b></li> </ol>	Proof of road worth by providing copy of disc licence, issued by licensing office accompanied by proof of load tested for owned vehicle or leased vehicle	30 Points
	<p>Demonstrate in form of training that the staff is competent to execute the Parkhome related tasks (loading and offloading of Parkhome, repair and maintenance of Parkhome by submitting the below information/certificates.</p> <ul style="list-style-type: none"> <li>Lifting Machine Operations NQF Level 03 and above that is registered with South African Qualifications Authority African Qualifications Authority submitted</li> <li>Wiremen's licence for electrical installation work as stipulated in the ELECTRICAL INSTALLATION REGULATIONS</li> <li>Plumber trade test certificate from Quality Council for Trades and Occupations (QCTO) for employees responsible for plumbing work</li> </ul> <ol style="list-style-type: none"> <li>All of the above certificates or information required submitted = <b>45 Points</b></li> <li>No certificates or information required submitted = <b>0 Points</b></li> </ol>	Valid Copy of Lifting Machine Operations Valid copy of wiremen's licence Valid copy of plumber's trade test	45 Points
TOTAL			100 Points
MINIMUM TECHNICAL THRESHOLD REQUIRED			80 Points

## T2.2-04: Evaluation Schedule: Track Record

### Note to tenderers:

The Bidder must submit a traceable, signed reference letter on the company letterhead, and clearly state the services rendered by the Bidder, including the duration of the contract as poof of providing Parkhome service for a period of three (3) years.

Score	Track Record
0	No reference letter submitted.
5	1 X reference letters companies with proof submitted.
10	2X reference letters companies with proof submitted.
25	3X reference letters companies with proof submitted.

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

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

Tenderer  
\_\_\_\_\_



## T2.2-05: Evaluation Schedule: Proof of Vehicle Ownership

### Note to tenderers:

The Bidder to submit proof of vehicle ownership or lease agreement. Lease agreement must have a company letterhead, signed by both parties. The vehicle must be road worthy and in compliance with lifting equipment statutory requirements.

Score	Proof of Vehicle Ownership
0	No Proof of road worth by providing copy of disc licence, issued by licensing office accompanied by proof of load tested for owned vehicle or leased vehicle submitted.
30	Proof of road worth by providing copy of disc licence, issued by licensing office accompanied by proof of load tested for owned vehicle or leased vehicle submitted.

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

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

Tenderer  
\_\_\_\_\_

## T2.2-06: Evaluation Schedule: Proof of Employee Training

### Certificates

#### Note to tenderers:

Demonstrate in form of training that the staff is competent to execute the Parkhome related tasks (loading and offloading of Parkhome, repair and maintenance of Parkhome by submitting the below information/certificates.

1. Lifting Machine Operations NQF Level 03 and above that is registered with South African Qualifications Authority African Qualifications Authority submitted
2. Wiremen's licence for electrical installation work as stipulated in the ELECTRICAL INSTALLATION REGULATIONS
3. Plumber trade test certificate from Quality Council for Trades and Occupations (QCTO) for employees responsible for plumbing work.

Score	Proof of Employee Training Certificates
0	No certificates or information required submitted.
45	All of the above certificates or information required submitted.

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

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

Tenderer  
\_\_\_\_\_

## T2.2-07: 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

TRANSNET PORT TERMINALS

TENDER NUMBER: ICLM DB 974/TPT

DESCRIPTION OF THE WORKS: DESIGN, SUPPLY AND INSTALL, THEREAFTER RENTAL MANTAIN AND REPAIR PARKHOMES FOR TRANSNET SOC LTD REG. NO. 1990/000900) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") FOR THE DURBAN CONTAINER TERMINAL – PIER 2, FOR A PERIOD OF SIXTY (60) MONTHS.

## D. Certificate for Sole Proprietor

I, \_\_\_\_\_, hereby confirm that I am the sole owner of the business trading as \_\_\_\_\_.

Signed

Date

Name

Position

Sole Proprietor

## T2.2-08: Record of Addenda to Tender Documents

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

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

Attach additional pages if more space is required.

## **T2.2-09 Letter/s of Good Standing with the Workmen's Compensation Fund**

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

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

Name of Company/Members of Joint Venture:

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



## T2.2-10: 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 ruling lines. The lines are evenly spaced and extend across the width of the page. There is a solid black vertical line along the left edge, creating a margin. The top and bottom edges also have thin black lines. The overall appearance is that of a clean, unused piece of stationery or a template for writing.

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.



TRANSNET PORT TERMINALS

TENDER NUMBER: iCLM EL 725/TPT

DESCRIPTION OF THE WORKS: DESIGN, SUPPLY AND INSTALL, THEREAFTER RENTAL, MANTAIN AND REPAIR PARKHOMES FOR TRANSNET SOC LTD REG. NO. 1990/000900) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") FOR THE DURBAN CONTAINER TERMINAL – PIER 2, FOR A PERIOD OF SIXTY (60) MONTHS.

## T2.2-11: Details of Plant Offered

### Note to Tenderer:

Tenderers are required to submit the form of offer for critical plant as per the scope of Work

#	Description.	Compliance requirement.	Complies Yes/No	Comments
1				
2				
3				

Signed

Date

Name

Position

Tenderer

## T2.2-12: Schedule of Proposed Subcontractors

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

### Note to tenderers:

- In terms of PPPFA Regulation 6 (5), A tenderer may not be awarded points for B-BBEE status level of contributor if the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, unless the intended subcontractor is an EME that has the capability to execute the subcontract.
- In terms of PPPFA Regulation 12 (3), A person awarded a contract may not subcontract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-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	

DESCRIPTION OF THE WORKS: DESIGN, SUPPLY AND INSTALL, THEREAFTER RENTAL, MANTAIN AND REPAIR PARKHOMES FOR TRANSNET SOC LTD REG. NO. 1990/000900) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") FOR THE DURBAN CONTAINER TERMINAL – PIER 2, FOR A PERIOD OF SIXTY (60) MONTHS.

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

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

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## T2.2-14 : Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

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

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

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

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

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

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

Name	Identity number	Personal income tax number

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

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

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

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

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

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

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

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

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

Signed	Date
Name _____	Position _____
Enterprise name _____	

**SBD 6.1****PREFERENCE POINTS CLAIM FORM**

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

**1. GENERAL CONDITIONS**

- 1.1 The following preference point systems are applicable to all bids:
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the 90/10 preference point system shall be applicable. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.
- 1.3 Preference points for this bid shall be awarded for:
- (a) Price;
  - (b) B-BBEE Status Level of Contribution; and
  - (c) Any other specific goal determined in the Transnet preferential procurement policy
- 1.4 The maximum points for this bid are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	<b>90</b>
<b>SPECIFIC GOALS</b>	
<b>B-BBEE STATUS LEVEL OF CONTRIBUTION Level 1 or 2</b>	<b>5</b>
<b>30% Sub-contracting to:</b> <b>• BO EMEs OR QSE (51% BO)</b>	<b>5</b>
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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



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

## 2. DEFINITIONS

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the supply/provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents
- (h) **"Price"** includes all applicable taxes less all unconditional discounts.
- (i) **"Proof of B-BBEE Status Level of Contributor"**
  - i) the B-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 PREFERENCE POINT SYSTEMS

A maximum of 90 points is allocated for price on the following basis:  
90/10

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

Where

$P_s$  = Points scored for comparative price of bid under consideration

$P_t$  = Comparative price of bid under consideration

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

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

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

Specific Goals	Acceptable Evidence
B-BBEE Status contributor	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
EME or QSE 51% Black Owned	B-BBEE Certificate / Sworn-Affidavit / CIPC Certificate

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

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

<b>EME<sup>1</sup></b>	<p>Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership</p> <p>Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership</p> <p>Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard</p>
------------------------	--

- 4.3 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.
- 4.4 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 4.5 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 4.6 A person awarded a contract may sub-contract more than 30% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.
- 4.7 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

## 5. BID DECLARATION

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

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

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

<sup>1</sup> 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 clause 4.1

## 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	
-----	--	----	--

- v) Specify, by ticking the appropriate box, if subcontracting with any of the following enterprises:

Designated Group: An EME or QSE which is at last 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 Supplier/Service provider
- ☐ Other Suppliers/Service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

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

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

exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and

(f) forward the matter for criminal prosecution.

<p>WITNESSES</p> <p>1. ....</p> <p>2. ....</p>	<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE: .....</p>
--	---

**SBD4**

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

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

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees /

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

shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of institution	State

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

2.2.1 If so, furnish particulars:

.....  
 .....

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

2.3.1 If so, furnish particulars:

.....  
 .....

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or

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



TENDER NUMBER: ICLM DB 974/TPT

DESCRIPTION OF THE WORKS: DESIGN, SUPPLY AND INSTALL, THEREAFTER RENTAL, MANTAIN AND REPAIR PARKHOMES FOR TRANSNET SOC LTD REG. NO. 1990/000900) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") FOR THE DURBAN CONTAINER TERMINAL – PIER 2, FOR A PERIOD OF SIXTY (60) MONTHS.

- arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

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



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## **T2.2-15 NON-DISCLOSURE AGREEMENT**

DESCRIPTION OF THE WORKS: DESIGN, SUPPLY AND INSTALL, THEREAFTER MANTAIN AND REPAIR PARKHOMES FOR TRANSNET SOC LTD REG. NO. 1990/000900) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") FOR THE DURBAN CONTAINER TERMINAL – PIER 2, FOR A PERIOD OF SIXTY (60) MONTHS.

**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:

DESCRIPTION OF THE WORKS: DESIGN, SUPPLY AND INSTALL, THEREAFTER MANTAIN AND REPAIR PARKHOMES FOR TRANSNET SOC LTD REG. NO. 1990/000900) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") FOR THE DURBAN CONTAINER TERMINAL – PIER 2, FOR A PERIOD OF SIXTY (60) MONTHS.

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- 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.

DESCRIPTION OF THE WORKS: DESIGN, SUPPLY AND INSTALL, THEREAFTER MANTAIN AND REPAIR PARKHOMES FOR TRANSNET SOC LTD REG. NO. 1990/000900) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") FOR THE DURBAN CONTAINER TERMINAL – PIER 2, FOR A PERIOD OF SIXTY (60) MONTHS.

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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.

- 2.5 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.

DESCRIPTION OF THE WORKS: DESIGN, SUPPLY AND INSTALL, THEREAFTER MANTAIN AND REPAIR PARKHOMES FOR TRANSNET SOC LTD REG. NO. 1990/000900) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") FOR THE DURBAN CONTAINER TERMINAL – PIER 2, FOR A PERIOD OF SIXTY (60) MONTHS.

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## **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.

DESCRIPTION OF THE WORKS: DESIGN, SUPPLY AND INSTALL, THEREAFTER MANTAIN AND REPAIR PARKHOMES FOR TRANSNET SOC LTD REG. NO. 1990/000900) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") FOR THE DURBAN CONTAINER TERMINAL – PIER 2, FOR A PERIOD OF SIXTY (60) MONTHS.

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

Signed

Date

Name

Position

Tenderer

## T2.2-16: RFP DECLARATION FORM

NAME OF COMPANY:

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

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

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

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Indicate nature of relationship with Transnet:

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

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

6. We accept that any dispute pertaining to this tender will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to respondents" below).
7. We further accept that Transnet reserves the right to reverse a tender award or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.
8. We have acquainted ourselves and agree with the content of T2.2-20 "Service Provider Integrity Pact".



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

### IMPORTANT NOTICE TO TENDERERS

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

## T2.2-17: REQUEST FOR PROPOSAL – BREACH OF LAW

NAME OF COMPANY:

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

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

NATURE OF BREACH:

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DATE OF BREACH:

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

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

---

SIGNATURE OF TENDER

## T2.2-18 Certificate of Acquaintance with Tender Documents

NAME OF TENDERING ENTITY:

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

- a) prices;
  - b) geographical area where Services will be rendered [market allocation]
  - c) methods, factors or formulas used to calculate prices;
  - d) the intention or decision to submit or not to submit, a Tender;
  - e) the submission of a tender which does not meet the specifications and conditions of the tender; or
  - f) Tendering with the intention not winning the tender.
7. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Services to which this tender relates.
8. The terms of the accompanying tender have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.
9. I/We am/are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [NPA] for criminal investigation. In addition, Tenderers that submit suspicious tenders may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

## **T2.2-19 Service Provider Integrity Pact**

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

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

### **INTEGRITY PACT**

Between

**TRANSNET SOC LTD**

Registration Number: 1990/000900/30

("Transnet")

and

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

## **PREAMBLE**

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

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

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

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

## **1 OBJECTIVES**

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

## **2 COMMITMENTS OF TRANSNET**

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

- 2.1 Transnet hereby undertakes that no employee of Transnet connected directly or indirectly with the sourcing event and ensuing contract, will demand, take a promise for or accept directly or through intermediaries any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage

from the Tenderer, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the tendering process, Tender evaluation, contracting or implementation process related to any contract.

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

### 3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

- 3.1 Transnet has a '**Zero Gifts**' Policy. No employee is allowed to accept gifts, favours or benefits.
  - a) Transnet officials and employees **shall not** solicit, give or accept, or from agreeing to solicit, give, accept or receive directly or indirectly, any gift, gratuity, favour, entertainment, loan, or anything of monetary value, from any person or juridical entities in the course of official duties or in connection with any operation being managed by, or any transaction which may be affected by the functions of their office.
  - b) Transnet officials and employees **shall not** solicit or accept gifts of any kind, from vendors, suppliers, customers, potential employees, potential vendors, and suppliers, or any other individual or organisation irrespective of the value.
  - c) Under **no circumstances** should gifts, business courtesies or hospitality packages be accepted from or given to prospective suppliers participating in a tender process at the respective employee's Operating Division, regardless of retail value.
  - d) Gratuities, bribes or kickbacks of any kind must never be solicited, accepted or offered, either directly or indirectly. This includes money, loans, equity, special

privileges, personal favours, benefit or services. Such favours will be considered to constitute corruption.

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

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

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

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

3.5 The Tenderer/Service Provider/Contractor will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Tenderer/Service Provider/Contractor will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.



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

- Principle 7: Businesses should support a precautionary approach to environmental challenges;
  - Principle 8: undertake initiatives to promote greater environmental responsibility; and
  - Principle 9: encourage the development and diffusion of environmentally friendly technologies.
- d) Anti-Corruption
- Principle 10: Businesses should work against corruption in all its forms, including extortion and bribery.

#### **4 INDEPENDENT TENDERING**

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

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

## **5 DISQUALIFICATION FROM TENDERING PROCESS**

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

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

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

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

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

business, Transnet may decide to terminate some or all existing contracts with the company/person as well.

6.6 A Service Provider or Contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.

6.7 Grounds for blacklisting include: If any person/Enterprise which has submitted a Tender, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Tender or contract:

- a) Has, in bad faith, withdrawn such Tender after the advertised closing date and time for the receipt of Tenders;
- b) has, after being notified of the acceptance of his Tender, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the Tender documents;
- c) has carried out any contract resulting from such Tender in an unsatisfactory manner or has breached any condition of the contract;
- d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;
- e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;
- f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:
  - (i) he made the statement in good faith honestly believing it to be correct; and
  - (ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;
- g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
- h) has litigated against Transnet in bad faith.

6.8 Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National

Treasury's database of Restricted Service Providers or Register of Tender Defaulters.

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

## **7 PREVIOUS TRANSGRESSIONS**

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

## **8 SANCTIONS FOR VIOLATIONS**

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

- f) Exclude the Tenderer/ Service Provider/Contractor from entering into any Tender with Transnet in future.

## **9 CONFLICTS OF INTEREST**

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

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

## **10 DISPUTE RESOLUTION**

- 10.1 Transnet recognises that trust and good faith are pivotal to its relationship with its Tenderer / Service Provider / Contractor. When a dispute arises between Transnet and its Tenderer / Service Provider / Contractor, the parties should use their best endeavours to resolve the dispute in an amicable manner, whenever



possible. Litigation in bad faith negates the principles of trust and good faith on which commercial relationships are based. Accordingly, following a blacklisting process as mentioned in paragraph 6 above, Transnet will not do business with a company that litigates against it in bad faith or is involved in any action that reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:

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

## 11 GENERAL

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

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

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

Signature .....

Date .....



## T2.2-20 : Supplier Code of Conduct

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

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

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

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

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

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

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



- Win or retain business or to influence any act or decision of any person involved in sourcing decisions; or
- Gain an improper advantage.
- There may be times when a supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our Suppliers to use our "Tip-offs Anonymous" Hot line to report these acts. (0800 003 056).

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

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

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

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

- Suppliers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.

***Conflicts of Interest***

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

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

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

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

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

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

\_\_\_\_\_  
Signature



## **T2.2-21: Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")**

### **1. PREAMBLE AND INTRODUCTION**

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

### **2. PROTECTION OF PERSONAL INFORMATION**

- 2.1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No. of 2013 "(POPIA)":
- consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.
- 2.2. The Operator will process all information by the Transnet in terms of the requirements contemplated in Section 4(1) of the POPIA:
- Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.
- 2.3. The Parties acknowledge and agree that, in relation to personal information of Transnet and the information of a third party that will be processed pursuant to this Agreement, the Operator is (.....) hereinafter Operator and the Data subject is "Transnet". Operator will process personal information only with the knowledge and authorisation of Transnet and will treat personal information and the information of a third party which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.
- 2.4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this Agreement and the Operator is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.
- 2.5. In terms of this Agreement, the Operator acknowledges that it will obtain and have access to personal information of Transnet and the information of a third party and agrees that it shall only process the information disclosed by Transnet in terms of this Agreement and only for the purposes as detailed in this Agreement and in accordance with any applicable law.
- 2.6. Should there be a need for the Operator to process the personal information and the information of a third party in a way that is not agreed to in this Agreement, the Operator must request consent

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

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

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

<b>YES</b>	
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<b>NO</b>	
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2.13. Further, the Operator acknowledges that it will be held liable by Transnet should it fail to process personal information in line with the requirements of the POPIA. The Operator will be subject to any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that Transnet submitted to it.

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

### **3. SOLE AGREEMENT**

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

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

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

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

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

**TBC**

(Operator)

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

**AS WITNESSES:**

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

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



## T2.2-22: DOMESTIC PROMINENT INFLUENTIAL PERSONS (DPIP) OR FOREIGN PROMINENT PUBLIC OFFICIALS (FPPO)

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

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

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

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

Respondents declaring a commercial relationship with a DPIP or FPPO are to note that Transnet is required to annually

publish on its website a list of all business contracts entered into with DPIP or FPPO. This list will include successful

Respondents, if applicable.





## T2.2-23: Insurance provided by the *Contractor*

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

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

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

## **T2.2-24: Three (3) years audited financial statements**

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

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

.....

.....

.....

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.....

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.....

TRANSNET PORT TERMINAL

TENDER NUMBER: iCLM DB 974/TPT

DESCRIPTION OF THE WORKS: DESIGN, SUPPLY AND INSTALL, THEREAFTER REANTAL, MANTAIN AND REPAIR PARKHOMES FOR TRANSNET SOC LTD REG. NO. 1990/000900) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") FOR THE DURBAN CONTAINER TERMINAL – PIER 2, FOR A PERIOD OF SIXTY (60) MONTHS

## 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 DESIGN, SUPPLY AND INSTALL, THEREAFTER REANTAL, MANTAIN AND REPAIR PARKHOMES FOR TRANSNET SOC LTD REG. NO. 1990/000900) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") FOR THE DURBAN CONTAINER TERMINAL – PIER 2, FOR A PERIOD OF SIXTY (60) MONTHS

The tenderer, identified in the Offer signature block, has

<i>either</i>	examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.
<i>or</i>	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	
Value Added Tax @ 15% is	
The offered total of the Prices inclusive of VAT is	
(in words) - N/A	

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

TRANSNET PORT TERMINAL

TENDER NUMBER: iCLM DB 974/TPT

DESCRIPTION OF THE WORKS: DESIGN, SUPPLY AND INSTALL, THEREAFTER REANTAL, MANTAIN AND REPAIR PARKHOMES FOR TRANSNET SOC LTD REG. NO. 1990/000900) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") FOR THE DURBAN CONTAINER TERMINAL – PIER 2, FOR A PERIOD OF SIXTY (60) MONTHS

**For the  
tenderer:**

*(Insert name and address of organisation)*

Name &  
signature of  
witness

Date

TRANSNET PORT TERMINAL

TENDER NUMBER: iCLM DB 974/TPT

DESCRIPTION OF THE WORKS: DESIGN, SUPPLY AND INSTALL, THEREAFTER REANTAL, MANTAIN AND REPAIR PARKHOMES FOR TRANSNET SOC LTD REG. NO. 1990/000900) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") FOR THE DURBAN CONTAINER TERMINAL – PIER 2, FOR A PERIOD OF SIXTY (60) MONTHS

## 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

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 PORT TERMINAL

TENDER NUMBER: iCLM DB 974/TPT

DESCRIPTION OF THE WORKS: DESIGN, SUPPLY AND INSTALL, THEREAFTER REANTAL, MANTAIN AND REPAIR PARKHOMES FOR TRANSNET SOC LTD REG. NO. 1990/000900) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") FOR THE DURBAN CONTAINER TERMINAL – PIER 2, FOR A PERIOD OF SIXTY (60) 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

TRANSNET PORT TERMINAL

TENDER NUMBER: iCLM DB 974/TPT

DESCRIPTION OF THE WORKS: DESIGN, SUPPLY AND INSTALL, THEREAFTER REANTAL, MANTAIN AND REPAIR PARKHOMES FOR TRANSNET SOC LTD REG. NO. 1990/000900) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") FOR THE DURBAN CONTAINER TERMINAL – PIER 2, FOR A PERIOD OF SIXTY (60) MONTHS

## 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.

TRANSNET PORT TERMINAL

TENDER NUMBER: iCLM DB 974/TPT

DESCRIPTION OF THE WORKS: DESIGN, SUPPLY AND INSTALL, THEREAFTER REANTAL, MANTAIN AND REPAIR PARKHOMES FOR TRANSNET SOC LTD REG. NO. 1990/000900) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") FOR THE DURBAN CONTAINER TERMINAL – PIER 2, FOR A PERIOD OF SIXTY (60) MONTHS

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.

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





TRANSNET PORT TERMINAL

CONTRACT NUMBER: ICLM DB 974/TPT

DESCRIPTION OF SERVICE: DESIGN, SUPPLY AND INSTALL, THEREAFTER RENTAL, MANTAIN AND REPAIR PARKHOMES FOR TRANSNET SOC LTD REG. NO. 1990/000900) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") FOR THE DURBAN CONTAINER TERMINAL – PIER 2, FOR A PERIOD OF SIXTY (60) MONTHS

## C1.2 Contract Data

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

Clause	Statement	Data
<b>1</b>	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	dispute resolution Option	<b>A:</b> Priced contract with price list
	and secondary Options	<b>W1:</b> Dispute resolution procedure
		<b>X1:</b> Price adjustment for inflation
		<b>X2:</b> Changes in the law
		<b>X17:</b> Low service damages
		<b>X18:</b> Limitation of liability
		<b>X19:</b> Task Order
		<b>Z:</b> <i>Additional conditions of contract</i>
	of the NEC3 Term Service Contract (June 2005) (and amended June 2006 and April 2013)	
10.1	The <i>Employer</i> is:	<b>Transnet SOC Ltd</b>
	Address	Registered address: <b>Carlton Centre</b> <b>150 Commissioner Street</b> <b>Johannesburg</b> <b>2001</b>
	Having elected its Contractual Address for the purposes of this contract as:	<b>Transnet Port Terminals</b> <b>202 Anton Lembede Street</b> <b>Durban</b> <b>4001</b>
	Tel No.	<b>031 361 8708</b>
10.1	The <i>Service Manager</i> is (name):	<b>Silindile Mpungose</b>



## TRANSNET PORT TERMINAL

CONTRACT NUMBER: ICLM DB 974/TPT

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Address	<b>Transnet Port Terminals Port of Durban Container Terminal</b>	
Tel	<b>031 361 8708</b>	
e-mail	<a href="mailto:Dumisani.Mphili@transnet.net">Dumisani.Mphili@transnet.net</a>	
11.2(2)	The Affected Property is	<b>Transnet Port Terminals, Durban Container Terminal, Pier 2</b>
11.2(13)	The <i>service</i> is	<b>DESIGN, SUPPLY AND INSTALL, THEREAFTER RENTAL, MANTAIN AND REPAIR PARKHOMES FOR SIXTY (60) MONTHS</b>
11.2(14)	The following matters will be included in the Risk Register	Including but not limited to: <ul style="list-style-type: none"> <li>• Facility(ties) disruptions</li> <li>• Compliances to legislation</li> <li>• Compliance to SHEQ</li> <li>• Natural disasters damages</li> </ul>
11.2(15)	The Service Information is in	<b>Part 3: Scope of Work and all documents to which it refers.</b>
12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.</b>
13.1	The <i>language of this contract</i> is	<b>English</b>
13.3	The <i>period for reply</i> is	<b>1 week</b>
<b>2</b>	<b>The <i>Contractor's</i> main responsibilities</b>	(If the optional statement for this section is not used, no data will be required for this section)
21.1	The <i>Contractor</i> submits a first plan for acceptance within	<b>2 weeks of the Contract Date</b>
<b>3</b>	<b>Time</b>	
30.1	The <i>starting date</i> is.	<b>TBA</b>
30.1	The <i>service period</i> is	<b>SIXTY (60) MONTHS</b>
<b>4</b>	<b>Testing and defects</b>	<b>No additional data is required for this section of the <i>conditions of contract</i>.</b>
<b>5</b>	<b>Payment</b>	
50.1	The <i>assessment interval</i> is	<b>25<sup>th</sup> (twenty fifth) day of each successive month.</b>
51.1	The <i>currency of this contract</i> is the	<b>South African Rand.</b>
51.2	The period within which payments are made is	<b>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.</b>



TRANSNET PORT TERMINAL

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51.4	The <i>interest rate</i> is	<b>The prime lending rate of the Standard Bank South Africa.</b>
<b>6</b>	<b>Compensation events</b>	<b>Where there are changes in the Service Information that will require additional costs, prior approval must be obtained from Service Manager</b>
<b>7</b>	<b>Use of Equipment Plant and Materials</b>	<b>No additional data is required for this section of the <i>conditions of contract</i>.</b>
<b>8</b>	<b>Risks and insurance</b>	
80.1	These are additional <i>Employers</i> risks	<b>1. To be added to risk register after negotiations</b> <b>2. Loss of or damage to Plant and Materials supplied to the Contractor by the Employer, or by the Others on the Employer's behalf, until the Contractor has received and accepted</b>
83.1	The minimum limit of indemnity for insurance in respect of loss and damage to property (except goods, plant and materials and equipment) and liability for bodily injury 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:	<b>Whatever <i>Contractor</i> deems necessary as the <i>Employer</i> is not carrying this indemnity.</b>
83.1	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:	<b>As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act.</b>
<b>9</b>	<b>Termination</b>	<b>Non-compliance to facility licence, legislative and regulatory requirements.</b>
<b>10</b>	<b>Data for main Option clause</b>	
<b>A</b>	<b>Priced contract with price list</b>	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	<b>1 week after completion of service.</b>
<b>11</b>	<b>Data for Option W1</b>	
W1.1	The <i>Adjudicator</i> is (Name)	<b>Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i>.</b>



TRANSNET PORT TERMINAL

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W1.2(3)	The <i>Adjudicator nominating body</i> is:	
	If no <i>Adjudicator nominating body</i> is entered, it is	<b>The Association of Arbitrators (Southern Africa)</b>
W1.4(2)	The <i>tribunal</i> is:	<b>Arbitration</b>
W1.4(5)	The <i>arbitration procedure</i> is	<b>The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)</b>
	The place where arbitration is to be held is	<b>Durban, South Africa</b>
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	
	- if the arbitration procedure does not state who selects an arbitrator, is	<b>The Chairman of the Association of Arbitrators (Southern Africa)</b>
<b>12</b>	<b>Data for secondary Option clauses</b>	
<b>X1</b>	<b>Price adjustment for inflation</b>	
X1.1	The <i>base date</i> for indices is	<b>1 year from contract start date linked to the Consumer Price Index (CPI).</b>
<b>X2</b>	<b>Changes in the law</b>	<b>No additional data is required for this Option</b>
<b>X4</b>	<b>Parent company guarantee</b>	<b>No additional data is required for this Option</b>
<b>X13</b>	<b>Performance bond</b>	<b>N/A</b>
X13.1	The amount of the performance bond is	<b>N/A</b>
<b>X17</b>	<b>Low service damages</b>	
X17.1	The <i>service level table</i> is in	
<b>X18</b>	<b>Limitation of liability</b>	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	<b>Nil.</b>
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	<b>The deductible of the relevant insurance policy</b>



TRANSNET PORT TERMINAL

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X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	<p><b>The greater of:</b></p> <ul style="list-style-type: none"> <li>• the total of the Prices at the Contract Date and</li> <li>• the amounts excluded and unrecoverable from the Employer's insurance (other than the resulting physical damage to the Employer's property which is not excluded)</li> </ul>
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 the excluded matters, is limited to	<p><b>the total of the Prices other than for the additional excluded matters.</b></p> <p><b>The Contractor's total liability for the additional excluded matters is not limited.</b></p> <p><b>The additional excluded matters are amounts for which the Contractor is liable under this contract for</b></p> <ul style="list-style-type: none"> <li>• Defects due to his design, plan and specification,</li> <li>• Defects due to manufacture and fabrication outside the Affected Property,</li> <li>• loss of or damage to property (other than the Employer's property, Plant and Materials),</li> <li>• death of or injury to a person and</li> <li>• infringement of an intellectual property right.</li> </ul>
X18.5	The <i>end of liability date</i> is	<b>6 months after the end of the service period.</b>
<b>X19</b>	<b>Task Order</b>	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	<b>3 days of receiving the Task Order</b>
<b>Z</b>	<b><i>Additional conditions of contract</i></b>	



TRANSNET PORT TERMINAL

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## **Z1 Obligations in respect of Termination**

Z1.1	<p>The following will be included under core clause 91.1:</p> <p>In the second main bullet, after the word 'partnership' add 'joint venture whether incorporated or otherwise (including any constituent of the joint venture)'; and</p> <p>Under the second main bullet, insert the following additional bullets after the last sub-bullet:</p> <ul style="list-style-type: none"> <li>• commenced business rescue proceedings (R22)</li> <li>• repudiated this Contract (R23)</li> </ul>
Z1.2	<p>Termination Table</p> <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>
Z1.3	<p>Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."</p>

## **Z2 Right Reserved by Transnet to Conduct Vetting through SSA**

Z2.1	<p>Transnet reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any Contractor who has access to National Key Points for the following without limitations:</p> <ol style="list-style-type: none"> <li>1. Confidential – this clearance is based on any information which may be used by malicious, opposing or hostile elements to harm the objectives and functions of an organ of state.</li> <li>2. Secret – clearance is based on any information which may be used by malicious, opposing or hostile elements to disrupt the objectives and functions of an organ of state.</li> <li>3. Top Secret – this clearance is based on information which may be used by malicious, opposing or hostile elements to neutralise the objectives and functions of an organ of state.</li> </ol>
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TRANSNET PORT TERMINAL

CONTRACT NUMBER: ICLM DB 974/TPT

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**Z3 Additional clause relating to Collusion in the Construction Industry**

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Z3.1	The contract award is made without prejudice to any rights Transnet may have to take appropriate action later with regard to any declared bid rigging including blacklisting.
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**Z4 Protection of Personal Information Act**

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Z4.1	The <i>Employer</i> and the <i>Contractor</i> are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act
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**Z5 Obligations in respect of Subcontracting (If applicable)**

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Z5.1	It will be a material term of this contract that the <i>Contractor</i> must subcontract a minimum of 30% of the value of the contract.
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Z5.2	The <i>Contractor's</i> Subcontracting percentage as detailed in the tender submission Returnable T2.2.14 will constitute a binding agreement throughout the duration of the contract until Completion, if not, it will be deemed that the <i>Contractor</i> has failed in full to meet the material term of the contract, which may constitute a reason for termination.
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Z5.3	The <i>Contractor</i> shall report to the <i>Employer</i> on a monthly basis during the term of the Contract, the amounts spent on each sub-contractor.
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Z5.4	Insert addition to Clause 26.2. The <i>Contractor</i> may not replace any sub-contractor without acceptance of the <i>Service Manager</i> . The <i>Service Manager</i> shall before acceptance of a replacement by the <i>Contractor</i> of any sub-contractor as detailed in the tender submission Returnable T2.2.14, obtain representations or input from the initial sub-contractor to make an informed decision as to the proposed replacement.
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	The sub-contracting arrangement/contract remains between the <i>Contractor</i> and sub-contractor.
--	--

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## C1.2 Contract Data

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

The tendering contractor is advised to read both the NEC3 Term Service Contract (June 2005) and the relevant parts of its Guidance Notes (TSC3-GN) in order to understand the implications of this Data which the tenderer is required to complete.

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(14)	The following matters will be included in the Risk Register	.....
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	.....
21.1	The plan identified in the Contract Data is contained in:	.....
24.1	The key persons are:	
	1 Name:	.....
	Job:	.....
	Responsibilities:	.....
	Qualifications:	.....
	Experience:	.....
	2 Name:	.....
	Job	.....
	Responsibilities:	.....
	Qualifications:	.....
	Experience:	.....
		.....
		<b>CV's (and further key person's data including CVs) are in .....</b>



Transnet  
Contract number:  
Description of the Service:

A	Priced contract with price list	
11.2(12)	The <i>price list</i> is in	.....
11.2(19)	The tendered total of the Prices is	<b>R.....</b>

## C1.3 Forms of Securities

### Pro forma Performance Guarantee

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

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

Option X13: Performance bond

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

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

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

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

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

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

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

Date:

Dear Sirs,

### Performance Bond for Contract No. iCLM DB 974/TPT

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

**Transnet SOC Limited, Registration No. 1990/000900/30**

(the *Employer*) and

**{Insert registered name and address of the Contractor}**

(the *Contractor*), for

**{Insert details of the works from the Contract Data}**

TRANSNET PORT TERMINAL  
TENDER NUMBER: iCLM DB  
974/TPT

DESCRIPTION OF THE  
WORKS: DESIGN, SUPPLY  
AND INSTALL, THEREAFTER  
REANTAL, MANTAIN AND  
REPAIR PARKHOMES FOR  
TRANSNET SOC LTD REG.  
NO. 1990/000900)  
OPERATING AS TRANSNET  
PORT TERMINALS  
(HEREINAFTER REFERRED  
TO AS "TPT") FOR THE  
DURBAN CONTAINER  
TERMINAL – PIER 2, FOR A  
PERIOD OF SIXTY (60)  
MONTHS.

I/We the undersigned

on behalf of the  
Guarantor

of physical address

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

1. The terms *Employer*, *Contractor*, *Project Manager*, *works* and Completion Certificate have the meaning as assigned to them by the *conditions of contract* stated in the Contract Data for the aforesaid Contract.
2. We renounce all benefits from the legal exceptions "Benefit of Excussion and Division", "No value received" and all other exceptions which might or could be pleaded against the validity of this bond, with the meaning and effect of which exceptions we declare ourselves to be fully acquainted.
3. The *Employer* has the absolute right to arrange his affairs with the *Contractor* in any manner which the *Employer* deems fit and without being advised thereof the Guarantor shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the Guarantor. Without derogating from the foregoing compromise, extension of the construction period, indulgence, release or variation of the *Contractor's* obligation shall not affect the validity of this performance bond.
4. This bond will lapse on the earlier of
  - the date that the Guarantor receives a notice from the *Project Manager* stating that the Completion Certificate for the whole of the *works* has been issued, that all amounts due from the *Contractor* as certified in terms of the contract have been received by the *Employer* and that the *Contractor* has fulfilled all his obligations under the Contract, or
  - the date that the Surety issues a replacement Performance Bond for such lesser or higher amount as may be required by the *Project Manager*.
5. Always provided that this bond will not lapse in the event the Guarantor is notified by the *Project Manager*, (before the dates above), of the *Employer's* intention to institute claims and the particulars thereof, in which event this bond shall remain in force until all such claims are paid and settled.
6. The amount of the bond shall be payable to the *Employer* upon the *Employer's* demand and no later than 7 days following the submission to the Guarantor of a certificate signed by the *Project Manager* stating the amount of the *Employer's* losses, damages and expenses incurred as a result of the non-performance aforesaid. The signed certificate shall be deemed to be conclusive proof of the extent of the *Employer's* loss, damage and expense.
7. Our total liability hereunder shall not exceed the sum of:  
  
(say) \_\_\_\_\_  
  
R \_\_\_\_\_
8. This Performance Bond is neither negotiable nor transferable and is governed by the laws of the Republic of South Africa, subject to the jurisdiction of the courts of the Republic of South Africa

DESCRIPTION OF THE WORKS: DESIGN, SUPPLY AND INSTALL, THEREAFTER REANTAL, MANTAIN AND REPAIR PARKHOMES FOR TRANSNET SOC LTD REG. NO. 1990/000900) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") FOR THE DURBAN CONTAINER TERMINAL – PIER 2, FOR A PERIOD OF SIXTY (60) MONTHS.

---

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

Signature(s)

Name(s) (printed)

Position in Guarantor company

Signature of Witness(s)

Name(s) (printed)

## PART C2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option A	1
C2.2	Price List	2

## C2.1 Pricing instructions: Option A

### 1.1 The conditions of contract

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

Clause 11 in NEC3 Term Services Contract (TSC), June 2005 (with amendments June 2006 and April 2013) Option A states:

Identified 11  
and defined  
terms

11.2 (17) The Price for Services Provided to Date is the total of

- the Price for each lump sum item in the Price List which the *Contractor* has completed and
- where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate.

(19) The Prices are the amounts stated in the Price column of the Price List, where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

### 1.3 Measurement and Payment

1.3.1 The Price List provides the basis of all valuations of the Price for Services Provided to Date, payments in multiple currencies and general progress monitoring.

1.3.2 The amount due at each assessment date is based on activities and/or milestones completed as indicated on the Price List.

1.3.3 The Price List work breakdown structure provided by the *Contractor* is based on the activity/milestone provided by the Employer. The activities listed by the *Employer* are the minimum activities acceptable and identify the specific activities which are required to achieve Completion. **The Price List work breakdown structure is compiled to the satisfaction of the Employer with any additions and/or amendments deemed necessary.**

1.3.4 The *Contractor's* detailed Price List summates back to the activity/milestone provided by the *Employer* and is sufficient detail to monitor completion of activities related to the operations on the Accepted Plan in order that payment of completed activities may be assessed.

1.3.5 The Prices are obtained from the Price List. The Prices includes for all direct and indirect costs, overheads, profits, risks, liabilities, obligations, etc. relative to the contract.

## C2.2 Price List

ITEM DESCRIPTION	Frequency	Quantity	Monthly price Year 1	Cost Year 1 (A)	Monthly price Year 2	Cost Year 2 (B)	Monthly price Year 3	Cost Year 3 (C)	Monthly price Year 4	Cost Year 4 (D)	Monthly price Year 5	Cost Year 5 (E)	TOTAL COST A + B + C + D + E
Transport to DCT Pier 2	Once off	144											
Transport back to Service Provider	Once off	144											
Site Establishment (Commissioning)	Once-off	144											
Decommissioning	Once-off	144											
12 Meter Parkhome office open plan with aircon and 4.5 fire extinguisher and blinds	Monthly	15											
9 Meter Parkhome office open plan with aircon and 4.5 fire extinguisher and blinds	Monthly	19											
6 Meter Parkhome office open plan with aircon and 4.5 fire extinguisher and blinds	Monthly	15											
12 Meter Parkhome (Kitchen) open plan with kitchen	Monthly	20											
6 Meter Parkhome (Kitchen) open plan with kitchen sink and cupboard and hydro-boil, 4.5 fire extinguisher, extractor fans and aircon and blinds	Once-off	18											
3 Meter Parkhome (two compartment)	Monthly	5											



for Toilets) with signage and extractor fans													
12 Meter Parkhome (Ablution) showers and change room with signage 4.5 fire extinguisher, aircon and extractor fans	Monthly	21											
6 Meter Parkhome (Toilets) with signage and extractor fans	Once off	18											
Flat pack double story (18mx4.8m overall made with 6 mx2.4m units) offices, change room, ablutions and mess room with aircon and 4.5 fire extinguisher for each floor and blinds at the kitchen and office, hydro-boil for the kitchen	Monthly	13											
Preventive maintenance for supplied Parkhome including spares for planned and unplanned repairs	Monthly	144											
Labour: Standard fees including Call out fee rate per hour 4 Hours per call out ,electrical or Plumbing (including weekend and public holiday)	Monthly	3											
Parkhome internal movement /relocation as per business requirements (this applies to movable Parkhome)	Quarterly	5											

DESCRIPTION OF THE WORKS: DESIGN, SUPPLY AND INSTALL, THEREAFTER MANTAIN AND REPAIR PARKHOMES FOR TRANSNET SOC LTD REG. NO. 1990/000900) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") FOR THE DURBAN CONTAINER TERMINAL – PIER 2, FOR A PERIOD OF SIXTY (60) MONTHS.

Statutory requirements: Fire equipment service annually and monthly inspection including recharging of used fire extinguisher	Monthly	144												
Axillary/ Admin Costs for the duration of the contract	Monthly	144												
<b>TOTAL COSTS (excluding vat)</b>														
<b>CSDG (0.25% factor) build programme</b>														
<b>Vat 15% (if applicable)</b>														
<b>TOTAL COSTS (including vat)</b>														

ITEM DESCRIPTION	Frequency	Quantity	Monthly price Year 1	Cost Year 1 (A)	Monthly price Year 2	Cost Year 2 (B)	Monthly price Year 3	Cost Year 3 (C)	Monthly price Year 4	Cost Year 4 (D)	Monthly price Year 5	Cost Year 5 (E)	TOTAL COST A + B + C + D + E
Decommissioning	Once off	144											
Design, Supply and Install Parkhome at Port of Durban, Pier 2, Durban Container Terminal	Once off	144											
Preventive maintenance for supplied Parkhome including spares for planned and unplanned repairs	Monthly	144											
Labour: Standard fees including Call out fee rate per hour (including weekend and public holiday) (Estimate of call out, 4hrs per call out (either electrician or plumber)	Monthly	3											
Parkhome internal movement /relocation as per business requirements (this applies to movable Parkhome)	Quarterly	5											

Statutory requirements: Fire equipment service annually and monthly inspection including recharging of used fire extinguisher	Monthly	144											
Axillary/ Admin Costs for the duration of the contract	Monthly	144											
<b>TOTAL COSTS (excluding vat)</b>													
<b>CSDG (0.25% factor) build programme</b>													
<b>Vat 15% (if applicable)</b>													
<b>TOTAL COSTS (including vat)</b>													



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## 1. DEFINITIONS

Table 1: Definitions

Terminology	Description
<i>Employer</i>	For the purpose of this document, the Employer shall be regarded as Transnet Port Terminals
<i>Contractor</i>	For the purposes of this document the <i>Contractor</i> refers to the person(company) whom has been awarded the contract to perform the works stipulated by the employer
Specialist	Is a person or company appointed by the <i>Contractor</i> or employer who has significant expertise in execution of a particular work
Employer's Engineer	For the purpose of this document, the Employer's Engineer is a technical representative appointed by the Employer who holds a BSc/BEng/BTech/NDip and registered with ECSA as Pr. Eng/Pr. Technologist in a relevant field of engineering. The purpose for the Employer's Engineer is to review, support and accept the designs, documents and drawings for this project.
Accepted	For the purpose of this document, the term "Accepted" shall be used to describe that an activity/task/document/drawing/design/calculation is received and believed to be true. However, by Accepting any of the above items does not alleviate legal and ethical responsibilities that is carried by the ECSA responsible signatory for the item
Supported	For the purpose of this document, the term "Supported" shall be used to describe that an activity/task/document/drawing/design/calculation is received and the contents herein with are agreed upon with encouragement to proceed.



## 2. INTRODUCTION

### Description of Works

The primary objective is to secure the services of a supplier who will handle the design, manufacturing, transportation, and placement of one hundred and forty-four (144) parkhomes at the Port of Durban, Pier No. 2, Durban Container Terminal.

### Project Location

The 144 park homes are positioned in various locations within the Durban Container Terminal (DCT) and is located approximately 12 kilometres south of Durban CBD.



Fig. 1 Locality Plan, indicating the areas, where park homes will be positioned. (Indicated by red line)

### Site Conditions



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The general site condition for the project are as follows:

Table 2: Site conditions

<b>General Description:</b>	Staging area
<b>Surfacing:</b>	Concrete paving and asphalt. <i>Contractor to confirm on site</i>
<b>Services:</b>	Supply of services (electrical supply, water) provided
<b>Altitude:</b>	Approximately 10 MSL
<b>Ambient temperatures:</b>	5 - 45°C
<b>Relative humidity:</b>	Up to 100% (dew point)
<b>Corrosive atmosphere:</b>	Severe
<b>Air pollution:</b>	Severe: coal, saline, petroleum
<b>Function of site:</b>	Bulk, break-bulk and container logistics.
<b>Ground Flash Density (GFD):</b>	0.02 to 1 flashes/km2/annum

### 3. STANDARDS AND SPECIFICATIONS





All work done, and materials supplied, must conform to the requirements of the relevant acts, regulations and standards as set out in the following schedules:

#### Acts and Regulations

Table 3: Acts and Regulations table

<b>Acts and Regulations</b>	
OSHACT, 1993	Occupational Health and Safety Act, Act 85 of 1993
SANS 10400	South African National Building Regulations
NEMA	National Environmental Management Act, Act 107 of 1998
Construction Regulation, 2014	Construction Regulations of 2014
Facilities, 2004	Facilities Regulations of 2004.

#### National and International Codes and Standards

Table 4: SANS specifications table

<b>SANS Specifications</b>	
SANS 10400	South African National Building Regulations
SANS 10400-O	Lighting & Ventilation
SANS 10400-T	Fire Protection
SANS 10389	Exterior lighting
SANS 10142	Wiring of premises
SANS 10292	Earthing of Low Voltage (LV) distribution systems
SANS 10114	Interior lighting
SANS 10254	The installation, maintenance, replacement and repair of fixed electric storage water heating systems
SANS 151	Fixed electric storage water heaters
SANS 10252-1	Water supply and drainage for buildings Part 1: Water supply installations for buildings



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SANS 10252-2	Water supply and drainage for buildings Part 2: Drainage installations for buildings.
SANS 10400-P	Drainage
SANS 1200	Code of practice for use with standardized specification for civil engineering construction
SANS 1200 LB	Sewers
TPD-002-DBSPEC	Specification for low voltage distribution boards
SANS 10142	Wiring of premises
SANS 10292	Earthing of Low Voltage (LV) distribution systems
SANS 2001	Construction works and specific standards for water supply
SANS 966	Specifications for pipes and fittings
SANS 791	Pipes for Water Supply and Sewerage

## Transnet Standards and General Specifications

Table 5: Transnet and general specifications table

Transnet and General Specifications	
S406	Specification for the supply of stone
S420	Specification for concrete works
E10/1 to E10/4	Supplementary specifications
SARTSM	South African Road Traffic Sign Manual
TBG 2007	Transnet Brand Guidelines: Signage kit of parts and specifications
TMH-01: M3-1	Visual Assessment Manual for Concrete Pavements
EEAM-Q-008	Corrosion Protection
EEAM-Q-009	Quality Management
EEAM-Q-010	Specification For Reinforced Concrete And Structural Steel Structures

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QAL-STD-0001 Rev0	General Quality Requirements for Contractors and Suppliers
TPD-002-DBSPEC	Specification for low voltage distribution boards
TPD-004-EARTHINGSPEC	Specification for earthing and the protection of buildings and structures against lightning.

Where there is any contradiction between the requirements of the Transnet standard specifications and the requirements of this Works Information, the higher level of specification shall apply.



#### 4. DESIGN ROLES AND RESPONSIBILITIES

Transnet Engineering Design

*The Employer* submits the following for inclusion into sourcing documentation:

- 4.1.1. Engineering Scope of Work (ESOW) – this document
- 4.1.2. Engineering drawings as per the list below attached as annexures:

Table 6: Engineering Drawing Register

Drawing Number	Drawing Description

#### 5. ARCHITECTURAL SCOPE

- 5.1 The application of the National Building Regulations (SANS 10400) is to be strictly adhered to.
- 5.2 Park homes to be designed, constructed, positioned and commissioned by *the Contractor*.
- 5.3 All loose furniture to be provided by TPT.
- 5.4 Built in fittings to be provided by *the Contractor* (including kitchen units, sanitary fittings, sanitary ware, etc.).
- 5.5 All internal services (plumbing and electrical) to be provided and connected into existing supplies and discharges.
- 5.6 Provide hot water geysers to showers. Min size 250 litres.
- 5.7 Floor finish: Rubber gym mat
- 5.8 Provide frosted glass to all locker room shower and toilet areas
- 5.9 Provide vertical blinds to all offices and boardrooms.
- 5.10 Provide new steel walkway connections from park home to existing walkways where applicable.



- 5.11 Protection of works: The *Contractor* shall provide all necessary dust sheets, hoarding, etc. and shall exercise all necessary care to prevent marking surfaces, walls, floors, glass, electrical fittings, etc. and shall keep all parts of *The Works* perfectly clean and free at all times from spotting, accumulation of rubbish, debris of dirt arising from the operations. Any surface disfigured or otherwise damaged shall be completely renovated or replaced as necessary by the *Contractor* at his own expense to the *Supervisor's* approval. The premises shall be left clean and fit for occupation at completion of the work.
- 5.12 TPT does not guarantee that the information stated in the table above will be accurate at the time of intent. The information stated below is indicative and is subject to change based on the business demands strategy.
- 5.13 Service provider must note that space for placing park homes is critical and hence, optimization shall be the driving design requirement to get the most out of each available space.
- 5.14 Service provider is required to design all unites as per Transnet specifications and all applicable standards respective SANS standards of building regulations informed by particular use of each park home.
- 5.15 See Annexure A for number of specific requirements including number of parkhome per site, fittings and park home usage.

## **6 CIVIL ENGINEERING SCOPE**

- 6.1 An overview of the civil works includes, but is not limited to the following:
- a. Ensuring levelled surface
  - b. Proofing of services to determine best method of connections – Employer acceptance required before commencement of the works.
  - c. Sewer services connection to the existing.
  - d. External Plumbing Design – water supply and drainage.
  - e. Overhead Support bar
- 6.2 General
- 6.2.1 As a guide only, the Employer informs the Contractor about the known location of various existing underground services within the project area. The positions of these services are approximate, and it is acknowledged that other services may exist that are not identified and may affect the Works. The Employer advises the Contractor to exercise caution and take all necessary steps to verify and locate any existing services prior to commencing any work. In instances that drawings of existing services cannot



be provided from the Client, the responsibility is on the Contractor to confirm location of existing services.

- 6.2.2 The Contractor exercises due care and attention in planning any excavation works to avoid damage or disruption to existing services.
- 6.2.3 The Contractor is to proof services and obtain acceptance by the Employers Engineer before commencement of works.
- 6.2.4 The contractor shall ensure that all findings and verifications are communicated promptly to the project manager to avoid any delays or conflicts during the project execution.
- 6.2.5 It is essential that no above ground services affect operational activities e.g. quay Rubber tyred gantry (RTG) wheel path.
- 6.2.6 Where pipework and connections are above ground and pose a tripping hazard, the following is to be implemented:
  - Warning signage
  - Yellow & black painted safety barrier chains and poles are to be placed (Figure 1 or similar).



Figure 1: Example Safety Barrier Pole and Chains

### 6.3 Surveying Levelling and Proofing of Services

- 6.3.1 The contractor is responsible for proofing services and determining service connections on-site.
- 6.3.2 For connections to manholes and septic tanks, the contractor must ensure that the pipes are installed with a minimum gradient according to relevant sewer specification standards and provide the following information for sewer design calculations to ensure proper flow:



- 6.3.2.1 Invert Level
- 6.3.2.2 Cover Level
- 6.3.2.3 Distance to parkhome sewer connection.

---

~~6.3.2.4 Height of parkhome sewer pipe connection.~~

The Employer's Engineer will review and approve the provided information but will not be responsible for designing the civil services.

#### 6.4 Sewer services

- 6.4.1 Proofing of services required and connection method to be determined on-site by Contractor.
- 6.4.2 The typical works for the sewer system include the following:
  - 6.4.2.1 Excavate, supply, bed and lay Class 34 PVC sewer pipes
  - 6.4.2.2 Construction of sewer manholes, rodding eyes and gullies.
  - 6.4.2.3 Connection of new pipes to existing pipe network, gullies and manholes
- 6.4.3 The contractor is required to connect a new sewer pipes from the new park homes to the existing sewer system. This connection should be made in compliance with standard engineering practices. The contractor must perform a site inspection to determine the location and specifications of the existing sewer line, ensuring compatibility and proper alignment with the new pipe. Any discrepancies or uncertainties encountered during the connection process should be promptly communicated to the Employer's engineer for further guidance it is preferred that sewer pipes are to be laid subsurface to prevent tripping hazard or obstruction to operations. Except for elevated Parkhome where sewer pipe connection shall be above ground. It is imperative that proofing of services is performed in order to decide the best method.
- 6.4.4 Above ground pipes shall be adequately supported and secured.
- 6.4.5 Rodding eyes, Vent Pipes and Vent Valves to be provided.
- 6.4.6 Tie in point, invert level, gradient and method to be accepted by Engineer before construction.
- 6.4.7 Existing surface to be reinstated and made good where it was disturbed.

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6.4.8 Installation of rodding eyes and inspection eyes as per standards.

**6.5 External Plumbing**

6.5.1 The parkhome internal plumbing are brought to the external face of the building structure. The Contractor is to connect the parkhome internal plumbing to external water supply and drainage.

6.5.2 External Parkhome plumbing to be designed in accordance to the standards referenced in this document.

6.5.3 A Plumbing Certificate of Compliance (COC) must be provided.

6.5.4 Waste Pipe Connection: The contractor shall connect all unplasticized polyvinyl chloride (uPVC) gravity flow waste pipes to the new 110mm sewer pipes as necessary. The contractor must confirm the connection details and services on-site. The tie-in point and connection method must be approved by the Facilities Manager.

6.5.5 Water Supply Connection: The contractor shall connect the 15mm diameter polypropylene (PP) water supply to the Parkhome in accordance with the applicable specifications and standards. The water supply must be securely supported using an overhead support beam. The contractor is responsible for verifying the proofing of services and determining the connection details on-site. The tie-in point and method of connection must be approved by both the Facilities Manager and the Engineer.

6.5.6 Within the Model Preamble for Trades 1999 Q, PLUMBING AND DRAINAGE, Q.24 TESTS shall be deemed to be included as work to be performed by the Contractor by the Completion Date.

## **7 MECHANICAL ENGINEERING SCOPE**

The mechanical engineering scope of works shall include all the mechanical building services which must be supplied and installed in accordance with the SANS codes specified in the SANS table as listed below:

- HVAC - Air conditioning and ventilation
- Plumbing Works– Internal pipework
- Fire protection fixtures and signage

### **7.1 HVAC**



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- Split type air conditioning systems must be supplied and installed for all office, kitchen, and mess room areas.
- Ventilation systems must be provided for all areas in park homes which include but which will not be limited to office, kitchen, mess room and ablution facilities and must be adequately sized to provide the necessary air change rates for the specific occupied areas in accordance with the SANS 10400-O code.
- Air conditioning systems must be sized such that it will be able to adequately service all the heat loads which is generated and introduced within the space to be air conditioned. Split air conditioning system sizing must also allow for servicing of the heat load generated by the introduction of the required fresh air in accordance with SANS 10400-O.
- Ventilation systems must include the relevant weather louvers, door grilles, and filters required for adequate fresh air introduction.
- All plant components of HVAC and associated components shall be new and of good robust quality from a reputable brand manufacturer.
- All coils and fins of air conditioning split units must be Bluechem corrosion treated by an authorised Bluechem treatment service provider.
- HVAC contractor must be SARACCA registered.
- All HVAC plant must be tested and commissioned in accordance with the relevant applicable procedure before hand over to the *Employer*.
- Relevant COC's (certificate of compliance) to be provided for all HVAC split unit installations by SARACCA registered air conditioning contractor.

**7.2 Plumbing Works**

The plumbing works for the park home facilities shall include but will not be limited to the following works:

- All pipework to be designed and installed in accordance with SANS 10252-1
- All plumbing must be connected with the suitably sized and selected connection fittings to the outdoor water connection points.
- Pipework must be adequately sized to allow for the adequate required flows for wash hand basins, showers, urinals, and cisterns.



- All pipework must be adequately supported on the wall at the relevant increments with suitably sized and selected pipe holderbats.
- All pipework to be surface run on the inside of the park home walls where thoroughly protected from direct sunlight.
- All taps and water fixtures in the park homes shall be supplied by cold water only apart from showers which must be supplied with hot water as well.
- The individual water supply lines to each group of wash hand basin, shower, kitchen water fixtures/fittings must be provided with an isolating ball valve for local isolation.
- All kitchens to be fitted with hydro-boil (equal or similar approved) instant boiling water unit of adequate size in accordance with the occupancy numbers of the area/mess room it serves.
- PIRB (Plumbing Industry Regulation Board) COC's to be provided for all plumbing work installations.

### **7.3 Fire protection fixtures and signage**

The fire protection works for the park homes shall include but will not be limited to the following works:

- All fire extinguishers to be supplied and installed in accordance with the SANS 10400-T code.
- All fire and emergency escape signage must be supplied and installed in accordance with SANS 10400-T and SANS 1186.
- All fire fixtures to comply with the relevant applicable SANS codes.
- All fire fixtures, signage and associated components shall be new and of good robust quality from a reputable brand manufacturer and in compliance with the SANS codes referred to in SANS 10400-T.
- All relevant COC's to be provided for fire extinguishers.

## **8 ELECTRICAL ENGINEERING SCOPE**

### **8.1 General Requirements**

- a. Electrical designs and installation shall comply with all applicable Transnet, international, and national electrical codes and regulations.

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- b. Electrical designs and installation performed by the contractor shall be in accordance with the Employer specifications and submitted to the employers engineer for acceptance prior to execution and as built.
- c. The Contractor shall supply, and install new electrical supply to all parkhomes in accordance to relevant acts and national standards. All installation performed by the Contractor shall be in accordance to the Employers specifications and submitted to the Employers Engineer for acceptance prior to execution and as-built.
- d. Service provider to account for at least 30 meters for main electrical connections.

**8.2 Lighting**

- a. The interior and exterior lighting of each parkhome shall be of an energy-efficient LED lighting fixtures.
- b. The contractor shall design, supply, and install lighting controls such as switches and occupancy sensors for optimal energy usage.
- c. The contractor shall do lighting designs to ensure adequate illumination levels in all areas. All lighting fixtures shall be rated for intended application and comply with OSH Act No.85 of 1993.

**8.3 Emergency and Safety Systems**

- a. The contractor shall supply and install emergency luminaries.

**8.4 Electrical Distribution**

- a. Parkhome shall be equipped with a main distribution board that comply with TPD-002-DBSPEC and SANS 10142.

**8.5 Kitchen and Mess**

- a. Socket plugs should be provided in various wall positions where necessary for easy use.
- b. Isolator plugs should be provided in various wall positions where necessary for easy use for hydro boil and extraction fan(s).
- c. The parkhomes shall have power outlets, with the following minimum specifications: All electrical plugs should be 220V with a three-point plugin socket, and comply with SANS standards.

**8.6 Locker Room**

- a. Socket plugs should be provided in various wall positions where necessary for easy use.
- b. Isolator plugs should be provided in various wall positions where necessary for easy use for air conditioning and extraction fan(s).
- c. The parkhomes shall have power outlets, with the following minimum specifications:



All electrical plugs should be 220V with a three-point plugin socket, and comply with SANS standards.

#### **8.7 Toilets**

- a. Socket plugs should be provided in various wall positions where necessary for easy use.
- b. Isolator plugs should be provided in various wall positions where necessary for easy use for extraction fan(s).

#### **8.8 Food Lockers**

- a. Socket plugs should be provided in various wall positions where necessary for easy use.
- b. Isolator plugs should be provided in various wall positions where necessary for easy use for air conditioning and extraction fan(s).

#### **8.9 Compliance Certificates**

- a. The tenderer is required to test the installation in the presence of the Employer and issue compliance certificates of compliance (SANS10142)

### **9 STRUCTURAL ENGINEERING SCOPE**

The Structural scope to be carried out by the Contractor shall include but not be limited to the following:

#### **9.1. Design, supply and installation of:**

- 9.1.1. All ground levelling, support, anchorage, and site preparation where required.
- 9.1.2. All structural works pertaining to the Park homes.

#### **9.2 The Contractor will be required to:**

- 9.2.1. Review and understand current operations.
- 9.2.2. Provide a method statement to execute the works.
- 9.2.3. Undertake a detailed assessment of the area to verify the scope of works.
- 9.2.4. Develop and submit engineering specifications for the works.
- 9.2.5. Design, supply and construct the works in accordance with Transnet's Requirements and processes, industry best practices and latest statutory codes and standards.

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- 9.2.6. The contractor is to ensure that the stability and integrity of the infrastructure is maintained at all times.
- 9.2.7. All repair works are to comply with statutory and legislative codes and standards and must be signed off by an ECSA registered Professional.
- 9.2.8. On completion, issue a certificate of stability signed by an ECSA professionally registered engineer.
- 9.2.9. The designs must consider all operational and maintenance requirements and tie into the current infrastructure. The design will be required to incorporate all applied loads and necessary fixings and supports to ensure safe installation of associated infrastructure and equipment.
- 9.2.10. Structures shall be designed to comply with the relevant parts of the international or national regulation.
- 9.2.11. Design calculations and analyses shall consider the most unfavourable combination of static, dynamic, erection and lay-down loads and loads due to temperature and shrinkage effects, to which the structure or component part may be subjected, both for the serviceability and ultimate limit states. Methods of computation and magnitude of loads shall be in accordance with the relevant standards and codes of practices.
- 9.2.12. Structural Steelwork must be corrosion protected and reinstated in accordance with EEAM specifications.
- 9.2.13. All new structural steelwork to be hot-dipped galvanised and corrosion protected as per Transnet specification.
- 9.2.14. The stability and integrity of all existing infrastructure is not to be compromised during construction.
- 9.2.15. The Contractor is responsible for the design of all temporary works.
- 9.2.16. The Contractor is to make provisions in his designs and his construction methodology for undertake construction works under live operational conditions. Existing operations is not to be disrupted.
- 9.2.17. The Contractor is to submit all updated as-built drawings, specifications, and designs in both native electronic and signed hardcopies.



### **9.3 Employer's requirements**

#### **9.3.1 Professional Appointments Requirement**

- 9.3.1.1. All design and construction Works within this project are to be conducted by an ECSA Professional Registered personnel with experience in the relevant infrastructure design.

#### **9.3.2 The Contractor design complies with the following:**

- 9.3.2.1. All international, national legislation, and Transnet specifications. Where there is a duplication of specifications, the most stringent shall apply.
- 9.3.2.2. Engineering supervision and construction monitoring normal services and additional services to ECSA Level 3 as stipulated in ECSA Reg
- 9.3.2.3. Approval of Shop drawings by the responsible professional engineer prior to fabrication
- 9.3.2.4. Specialized products are to be approved by the responsible engineer and applied in accordance with the manufacturer's specifications.
- 9.3.2.5. Method statements for remedial works are to be provided by the contractor and accepted by the responsible engineer prior to any work undertaken.
- 9.3.2.6. Providing and signing-off the critical hold points for all critical construction and fabrication works,
- 9.3.2.7. Respond to field engineering queries,
- 9.3.2.8. Engineering changes and updates to drawings.

### **9.4 Governing Standards and Guidelines**

All works shall comply with the requirements of all South African National Standards (SANS) and CODES as applicable.

Where reference is made to code, standard or specification, the reference shall be taken to mean the latest edition of the code, standards, or specification, including the



latest Addenda, supplements, and revisions thereto. Where no SANS documents are available the works shall be in accordance with recognized international standards or codes, e.g. ANSI, BS, DIN, EU, ISO, etc.

### **9.5 Design standards**

All relevant and applicable SANS codes, National and International, specifications and standards.

### **9.6 Transnet Specifications and Standards**

- S420 Transnet specification for concrete work
- EEAM-Q-003 General - Specification for Steel Wire
- EEAM-Q-006 Structural steel work
- EEAM-Q-008 Corrosion Protection
- EEAM-Q-009 Quality Management
- EEAM-Q-010 Specification for Reinforced Concrete and Structural
- EEAM-Q-013 Punch List Specification
- EEAM-Q-016 General Requirements and Conditions

## **10 LIST OF ANNEXURES**

- Annexure A – Table of Requirements

### **10.1 The successful bidder is expected follow the below;**

- 10.1.1 Design the Parkhomes and accessories,
- 10.1.2 Manufacture Parkhomes and accessories,
- 10.1.3 Transport Parkhomes and accessories,
- 10.1.4 Position Parkhomes and
- 10.1.5 Maintain Parkhomes and accessories,
- 10.1.6 Relocation of park home, as and when required.

### **10.2 PARKHOME FEATURES AND ACCESSORIES**

#### **10.2.1 Kitchens – All applicable units**

- 10.2.1.1 Fit cupboards as per estimated numbers per shift.
- 10.2.1.2 The top surface of the cupboards must be granite (2.5 x 1 sqm minimum).
- 10.2.1.3 Install air conditions and Extraction fans
- 10.2.1.4 Supply and install 2 x 7,5L hydro boils or equivalent.
- 10.2.1.5 Two (2) X double sink basins.
- 10.2.1.6 Allocate and install taps according to the number of sinks.
- 10.2.1.7 Six electric socket plugs along the unit wall and three (3) socket plugs for microwaves.
- 10.2.1.8 Top cupboards to accommodate microwave placement.
- 10.2.1.9. Certificate of compliance to be issued for all electrical works and plumbing;
- 10.2.1.10 Sitting space plan arrangement to allow placement of benches
- 10.2.1.11 The top surface of the cupboards must be granite (2.5 x 1 sqm minimum).
- 10.2.1.12 Install air conditions and Extraction fans
- 10.2.1.13 Supply and install 2 x 7,5L hydro boils or equivalent.



- 10.2.1.14 Two (2) X double sink basins.
- 10.2.1.15 Allocate and install taps according to the number of sinks.
- 10.2.1.16 Six (6) electric socket plugs along the unit wall and three (3) socket plugs for microwaves.
- 10.2.1.17 Top cupboards to accommodate microwave placement.
- 10.2.1.18 Certificate of compliance to be issued for all electrical works and plumbing;
- 10.2.1.1. Sitting space plan arrangement to allow placement of benches.
- 10.2.1.20 Ten to twenty (10 to 20) seater dining chairs and table at eating area depending on the size of the Parkhomes

### **10.2.3 Male Ablution Rooms– All applicable units**

- 10.2.3.1 Six (6) x fully plumbed toilet
- 10.2.3.2 Six (6) urinals with doors,
- 10.2.3.3 Six (6) x fully plumbed shower with doors and
- 10.2.3.4 Four (4) x fully plumbed basin per unit designated as ablution (stainless steel or ceramic).
- 10.2.3.5 One (1) x fully plumbed outside concrete double basin for hands wash.
- 10.2.3. 6.Two (2) x fully plumbed disable shower with close door
- 10.2.3.7 Two (2) fully plumbed disable toilet with doors
- 10.2.3.8 For FLATPACK (double story) (6 shower, 6 toilets, change room, and kitchen 1x fully plumbed disable toilet.
- 10.2.3.9 In all ablution: 2.5m – 3m length x 1m height mirror coverage above basins positioned as per design standard.

10.2.3.10 In all ablution and kitchen: install water geysers as per the provided park-home functionality requirements in respect to shift patterns and number of users per shift.

10.2.3.11 Install air conditions and Extraction fans according to the building regulation SANS 10400-O; and

10.2.1.12 Change room space to allow placement of lockers and benches with privacy partitioning wall

#### **10.2.4 Female Ablution Rooms – All applicable units**

10.2.4.1 Six (6) X fully plumbed toilet with doors,

10.2.4.2 Six (6) X fully plumbed shower with doors and

10.2.4.3 One (1) X fully plumbed outside concrete double basin for hands wash.

10.2.4.4 Four (4) x fully plumbed basin per unit designated as ablution (stainless steel or ceramic).

10.2.4.5 Two (2) x fully plumbed disable shower with close door and 2 fully plumbed disable toilet with doors

10.2.4.6 FLATPACK (6 shower, 6 toilets, change room, and kitchen 1x fully plumbed disable toilet.

10.2.4.7 In all ablution: 2.5m – 3m length x 1m height mirror coverage above basins positioned as per design standard.

10.2.4.8 In all ablution and kitchen: install water geysers as per the provided park-home functionality requirements in respect to shift patterns and number of users per shift.

Install air conditions and Extraction fans according to the building regulation SANS 10400-O; and

10.2.4.9 Change room space to allow placement of lockers and benches with privacy partitioning wall.

#### **10.2.5. Unisex Ablution All applicable units**

10.2.5.1 One (1) X Fully plumbed shower

10.2.5.2 One (1) X fully plumbed toilets

10.2.5.3. One (1) X fully plumbed outside concrete double basin hand wash

10.2.5.4. Size, and install water geysers as per the provided park-home functionality requirements in respect to shift patterns and number of users per shift.

**10.2.6. Combined: Offices /kitchen- All applicable units**

10.2.6.1 Office area

10.2.6.2 Eating Area and Kitchen with sink and cupboard

10.2.6.3 7,5L Litre hydro Boil

10.2.6.4 Air conditioner as per HVAC standards regulation

**10.2.7 Cubicles Units – All applicable units**

10.2.7.1 Cubicles to accommodate, fridge, locker and working desk/chairs

10.2.7.2 Ergonomic eating arrangement, it must be in an elevated position to allow employee communication with truck driver

10.2.7.3 Electrical wiring to allow charging and power access

**10.2.8 Security - All applicable units**

10.2.8.1 One (1) x fully plumbed toilet with the door

10.2.8.2 Sink with single basin; and

10.2.8.3 Air conditioner as per HVAC standards regulations

**10.2.9 Canteen /Mess Room Facility - All applicable units**

10.2.9.1 Single story modular canteen park home

10.2.9.2 Sufficient space for eating

10.2.9.3 Ablution facility to cater for food service provider (disabled capable toilet, Shower, and wash basins)

10.2.9.4 A kitchen area partition on the ground floor

10.2.9.5 One (1) x Office room

10.2.9.6 Storage space/room

10.2.9.7 Size, and install water geysers as per the provided park-home functionality requirements in respect to shift patterns and number of users per shift.

10.2.9.8 Access stairway to the first story.

#### **10.2.10. Change Rooms - All applicable units (Male and Females)**

10.2.10.1 Single story modular canteen park home

10.2.10.2. Park home to have a bridge connection door to allow coupling of change rooms with ablution park homes.

10.2.10.3 Bridge connection doors must open to inside with door stoppers for perfect fit functionality

10.2.10.4 Park home to have privacy retaining wall place at minimum of 1 m and parallel to the main door.

10.2.10.5 Perpendicular to the privacy retaining wall, install a total of 8 hand wash basins protruding from the wall, and placed back-to-back in a series number of 4 each side.

10.2.10.6 In between the basins, divide by a wall and place mirrors (2.5 – 3 m span) both sides, and extending a height of 1m at minimum.

10.2.10.7 Bidder must assess, identify, design, and install a floor raise by about 150mm high for all areas designated for change room lockers to avoid lockers corrosion due to cleaning water and chemical detergents.

#### **10.2.11 Storeroom Unit**

10.2.11.1 Install air vents and air conditioner

10.2.11.2 Open plan with kitchen sink, hydro boil

#### **10.3. Site installation**

10.3.1 Service provider shall supply to site and install units as per the method statement and quality control plan. Service provider must carry out installation of units in a way which may not interfere with the business operation

10.3.2 No installation shall be conducted without approval by the presiding project leader

10.3.3 Final commissioning shall be approved by the project leader and hand units to end user.

10.3.4 Service provider to note that all craneage, rigging and transport of units shall be at their own provision and cost.

10.3.5 It is service provider's responsibility to assess the site, locate connection points, identify, and note requirements to integrate the plumbing of park homes into the existing Transnet system.

#### **10.4 Maintenance and Call-out.**

10.4.1 The contractor is required for the period of the contract, to maintain the facility and always sustain it in an acceptable condition for use as part of the leasing agreement

10.4.2 The contractor must identify frequently used spares based on their experience with Parkhomes, keep and maintain inventory of the frequently used spares on site for prompt response as and when required

10.4.3 Comprehensive maintenance must cover and not limited to:

10.4.3.1 All plumbing work

10.4.3.2 All electrical work including lighting bulbs (power saving or LEDs)

10.4.3.3 Corrosion Protection of the facility

10.4.3.4 Structural integrity

10.4.3.5 All ablution facilities

10.4.3.6 Semester high-pressure water cleaning of all park homes.

10.3.4 Contractor to carry out monthly inspection, compile and submit a monthly inspection report during SLA meetings. This report shall also include the cost incurred due to damages in all park homes.

10.4.5 Service provider to confirm in writing through guarantee & warranties schedule that the support maintenance service shall be provided in swift response, and within an hour to problems related to electrical faults with high risks, fire, drainage systems blockage, etc.

10.4.6 Failure to conform to the above requirement will result in contract breach, which will eventually invoke issuing of non-conformance.

10.4.7 The provided contact details must be available in alignment to TPT shifts and service response to callouts of serious breakdowns, must be provided on 24 hrs. Basis.

10.4.8 All critical spares to be kept readily available for any reported issue which would affect the business (Bulbs, valves, plumbing rubber seals, etc.) in accordance with maintenance strategy of the Service prover.

10.4.9 The contractor must illustrate their inventory management plan for critical spares and maintenance plan under method statement.

10.4.10 To satisfy this requirement, the service provider will be required to provide relevant information pertaining their resources: Electrician, Plumber, Mechanical Fitter, and assistants.

## **11. VEHICLES & EQUIPMENT:**

11.1. The Contractor must ensure that all vehicles to be used on site and in the Port are kept and

Maintained in good condition and working order, are constructed as per legislation requirements

11.2. The Contractor must provide the licensed driver/s for any the type of vehicle/s to be used on site

And the rates shall include for fuel and any other vehicle associated costs.

11.3. The Contractors Drivers and Equipment Operators must:

11.3.1 Have and use all safety and personal protective equipment (PPE) necessary for the safe operation of the equipment.

11.3.2 Be certified, skilled and competent to work with the equipment (competence certificates shall be provided)

11.3.3 Be licensed for driving on roads.

## **12. CONTRACTORS STAFF AND LABOURERS TO BE USED ON SITE:**

12.1. At least skilled trade tested plumber, skilled trade tested electrician, and two assistants need to be based on-site once a week from 06H00 to 16H00 for the full duration of the contractor to ensure that minor maintenance and breakdowns (e.g. water leaks) are promptly attended to.

12.2. The Contractors Staff and Labourers to be used on site must:

12.2.1 Be inducted by the Durban Container Terminal Pier 2 SHEQ Department before working on site and in the Port.

12.2.2. Have and use all safety and personal protective equipment (PPE) necessary for the task to be performed on site.

12.2.3 be certified, skilled and competent to conduct their duties (competence certificates shall be provided)

12.3. Conform to the acceptable standards of behaviour and dress appropriately.

## **13. WORKING HOURS**

13.1 The working hours shall be between 06h00 to 16h00, any day from Monday to Friday thereafter the call out process will be initiated as and when required or due to the complexity and the nature of work it may be determined between the successful bidder and Durban Container Terminal Pier 2 and a 24 hr/day for seven days a week service is required for call outs

13.2 The contractor must not vary the working hours without written instruction from the Durban Container Terminal Pier 2 Facilities Manager

13.3 On monthly basis before invoicing the Contractor must submit to the Durban Container Terminal Pier 2 Facilities Manager a data sheets which show for the day of work (including any hours of call outs).

13.4 All data sheets shall be signed off and submitted together with the monthly invoices.

#### **14. INDEMNITY AND INJURY MANAGEMENT**

14.1 The Contractor or Operator and any persons from the Contractor working on site must first ensure that they provide their signatures on the indemnity form before entering the site.

#### **15. COMMUNICATION**

15.1 All communication and instructions shall be via, email, letter.

15.2 SLA meetings: The Service provider must provide TPT with the maintenance and inspection reports on monthly basis during SLA meetings, failure to comply may position the service provider incompetent to render services and lead to issuing of non-conformance (NCR). Fines or withholding of payments shall be exercised where the service provider has demonstrated poor quality of work

15.3 All verbal communication and instruction made, be it on site or elsewhere, shall be confirmed in writing.

#### **16. COMPLIANCE**

16.1 The Contractor must comply and ensure that the Operator complies with all legislation such as stipulated on the attached scope of work

16.2. The Contractor must obtain all necessary permits, licenses and approvals, give all notices required to be given and pay all applicable relevant fees in connection with the Plant and provide evidence of the compliance to the Durban Container Terminal Pier 2 representative on request.

#### **17. DURBAN CONTAINER TERMINAL PIER 2 SHE REQUIREMENTS**

17.1 All general SHE TPT SHE documentations



17.2 Comply with Contractor Procedure requirement as per TEAMS element 14

17.3 Detailed breakdown of the project and what it may entail in terms of Health and Safety,

17.4 Identify with SHEQ what is the minimum required SHE documentation to be submitted to Durban Container Terminal for approval.

17.5 The SHE File shall be submitted to DCT Pier 2 within 1 (one) week.

17.6 In the case of any amendments / additional requirements to the submitted SHE documentations, the Contractor shall submit their revised SHE File to DCT Pier 2 for approval within 1 (one) week of receipt of the request to amend / submit missing information

17.7 Only one amendment / submission of missing information will be allowed, and the contractor shall submit all that is requested by DCT Pier 2

17.9 Upon receiving the PO and during execution of work the contractor shall ensure that all excess and discarded material shall be disposed of at a registered landfill site. The service provider must ensure while working on site the discarded material shall be placed in a suitable waste container or skip to avoid ground or water pollution. The service provider must receive weighbridge slip or disposal certificate from the landfill site. All relevant legislation pertaining "WASTE" must be adhered to. Any deviation from the scope needs to be authorised before the work is performed.

## **18 DAMAGE TO TRANSNET PROPERTY / EQUIPMENT OR TO CONTRACTOR'S PROPERTY / EQUIPMENT**

18.1. The Contractor is to ensure that all equipment is protected from damages caused during his/her services at the Terminal. The contractor will be solely responsible for any damages to Transnet or His /Her property caused by his/her staff and sub-contractors. Promptly repair damages caused to equipment and property at no cost to Transnet. Therefore, the service provider shall their labour for such damages repairs

## **19. GENERAL**

- 19.1 Upon Purchase order approval the project plan must be made available to the Durban Container Terminal Pier 2 Facilities Manager for perusal and approval, Facilities Manager will discuss the expected date of commencement with the successful service provider.
- 19.2 All Materials and equipment needed pertaining to this project must be made available and shall be provided at the designated site, and the acceptance of the material / and equipment will be  
  
Subjected to correct equipment being delivered on site. **(No material or equipment will be provided by Durban Container Terminal Pier 2)**
- 19.3 The Contractor must ensure that the equipment and material used are kept and maintained in good  
  
condition and working order and must pay for all maintenance, servicing, repairs, fuels, lubricants, spare parts and other items necessary to maintain and keep the equipment/material in good condition and working order.
- 19.4 All other conditions of contract shall be as per the Durban Container Terminal Pier 2 Procurement Department's contract documentations and procurement policies.
- 19.5 The contractor shall familiarise himself with and shall comply with all legislation applicable to a contract of this nature.
- 19.6 For the duration of the Contract, the Facilities Manager will provide an area, free of charge, of the Contractor to establish his offices, lay down areas, stores, workshops, and other Contractor's Equipment when needed.
- 19.7 The Facilities Manager provides the Contractor with a connection to the Employer's water-borne sewerage network. Where no suitable connection to a sewerage system is feasible, portable chemical type toilets may be used.
- 19.8 All costs for preparation of the site establishment area are for the Contractor's account.
- 19.9 The Contractor is responsible for his own connection to the Employer's services and for the reticulation of his services from the connection point. The cost of meters,

connections, reticulation, and all other usage costs associated with the provision of services are for the Contractor's account.

- 19.10 The Contractor provides, at his own cost, enough toilets and maintains them in a clean and sanitary working condition.
- 19.11 The Contractor provides temporary lighting and fencing around every section occupied by him during the construction of the works.
- 19.12 Such fencing demarcates and secures the construction area. The fencing is erected before any work starts and is removed only upon completion of the work in the area.
- 19.13 The Contractor includes for all costs for such lighting and fencing, including access control into and out of these restricted areas.
- 19.14 Wherever the Contractor provides facilities (either his own or for the Facilities Manager and/or Supervisor) and all items of Equipment, involving, inter alia, offices, accommodation, laboratories, Materials storage, compound areas etc., within the Working Areas, then the Contractor makes good and provides full reinstatement to the land (including all apparatus of the Employer and Others in, on or under the land) and surrounding areas to its original standard, upon dismantling of such facilities and items of Equipment.
- 19.15 Upon completion, and within one month of the date of acceptance of the works, the Contractor completely removes from the Site and Working Area all his Equipment, including the foundations of any structures, stores, office accommodation or any other asset belonging to him, and leaves the Site and Working Areas in a tidy condition to the satisfaction of the Project Manager.
- 19.16 No excess or discarded materials or Equipment may be buried or dumped within the port boundary.
- 19.17 Demolition of all temporary structures, surfaces, etc., shall be first approved by the Facilities Manager prior to the work being carried out.
- 19.18 The Employer does not provide any security for the Site and Working Areas. The Contractor provides same and indemnifies and hold indemnified the Facilities

Manager and Employer against any claims and actions that may arise out of Site and Working Areas security.

19.19 No housing is available for the Contractor's employees. The Contractor makes his own arrangements to house his employees and transports them to site in a closed vehicle specifically designed for passenger transport (bus or similar), accepted by the Project Manager.

19.20 The Contractor shall provide everything else necessary for providing the Works

19.21 Wherever the Employer provides facilities (including, inter alia, temporary power, water, and waste .Disposal, telecommunications etc.) for the Contractor's use within the Working Areas and the Contractor adapts such facilities for use, then the Contractor makes good and provides full reinstatement to the land (including all apparatus of the Employer and Others in, on or under the land) and surrounding areas to its original standard upon dismantling of such facilities and handback to the Employer

## 20. TOTAL NUMBER OF PARKHOME AND ASSEORIES

	LIST OF AREAS AS PER ARIAL	Total No of employees	Females	Males	Open Plan for Offices or changeroom or mess room required?	Ablution required? (shower and toilets )	Office (Area)	Ablutions (Area)	Sanitary Fittings Total	Total Area & No. of Containers (Area)
1.	Cranes Workshop	55	20	35	Open plan parkhomes Office for staff meeting to accommodate <b>30 people</b>	Yes	16m x 5m boardroom = <b>60sqm</b>	<b>Female</b> = 2 Showers / 2 WC/ 2 whb) <b>Male</b> = 3 showers/ 1 WC/ 2 urinals/ 2 whb) <b>Mess Room</b> 9mx4m  = <b>60sqm</b>	WC – 3 Urinals – 2 WHB – 4 Kitchen Sink - 1	<b>120sqm</b> <b>7 containers</b>
2.	Rail	Open plan Parkhome to accommodate 4 supervisors with desk				Yes	3mx6m Office = <b>18sqm</b>	<b>Female</b> = 1 Showers / 1 WC/ 1 whb) <b>Male</b> = 1 showers/ 1 WC/ 1 urinals/ 1 whb) = <b>10sqm</b>	WC – 2 Urinals – 1 WHB – 2	<b>28sqm</b> <b>2 containers</b>
3.	Rail	Open plan Parkhome to accommodate cleaners stock (toilet paper , hand towel , brooms ,				No	3mx3m = <b>9sqm</b>	<b>None</b>	<b>None</b>	<b>9sq</b> <b>1 container</b>
4.	Rail	Open plan Parkhome to store drinking water for emergency preparedness				No	3mx6m Office = <b>18sqm</b>	<b>None</b>	<b>None</b>	<b>1 Container</b>
5.	Rail	Open plan Parkhome to accommodate furniture (chairs microwave , fridge				No	3mx6m Office = <b>18sqm</b>	<b>None</b>	<b>None</b>	<b>1 Container</b>
6.	202 Tower opposite Cranes workshop	20	10	10	Open plan Parkhome to accommodate 4 supervisors with desk	Yes	3mx6m Office = <b>18sqm</b>	<b>Female</b> = 1 Showers / 1 WC/ 1 whb) <b>Male</b> = 1 showers/ 1 WC/ 1 urinals/ 1 whb) = <b>10sqm</b>	WC – 2 Urinals – 1 WHB – 2 Kitchen Sink - 1	<b>28sqm</b> <b>2 containers</b>
7.	300 , opposite Building 31	32	28	4	Open plan Parkhome to accommodate <b>2 supervisors</b> with desk	Yes	3mx6m Office = <b>18sqm</b>	<b>Female</b> = 3 Showers / 2 WC/ 2 whb) <b>Male</b> = 1 showers/ 1 WC/ 1 urinals/ 1 whb) <b>Mess Room</b> 8mx4m	WC – 3 Urinals – 1 WHB – 3 Kitchen Sink - 1	<b>70sqm</b> <b>4 Containers</b>

								=52sqm		
8.	400 Opposite Rail Substation	24	8	16	Open plan Parkhome to accommodate 4 supervisors with desk	Yes	3mx6m Office =18sqm	Female = 1 Showers / 1 WC/ 1 whb) Male = 1 showers/ 1 WC/ 1 urinals/ 1 whb) Mess 3x6m =28sqm	WC – 2 Urinals – 1 WHB – 2 Kitchen Sink - 1	46sqm 3 containers
9.	Admin building Parkhome for unions (Untu)	Open plan Parkhome to accommodate 6 union rep with small round table area				No	2x(3mx6m) Office =36sqm	None	None	36sqm 2 Containers
10.	Admin building Parkhome for unions (Satawu)	Open plan Parkhome to accommodate 6 union rep with small round table area				No	2x(3mx6m) Office =36sqm	None	None	36sqm 2 Containers
11.	202Tower	56	12	44	Open plan Parkhome to accommodate 2 supervisors with desk	Yes	3mx6m Office =18sqm	Female = 2 Showers / 2 WC/ 2 whb) Male = 3 showers/ 1 WC/ 2 urinals/ 2 whb) Mess Room 9mx4m =60sqm	WC – 3 Urinals – 2 WHB – 4 Kitchen Sink - 1	78sqm 5 Containers
12.	204 Empty Stack	40	20	20	Open plan Parkhome to accommodate 4 supervisors with desk	Yes	3mx6m Office =18sqm	Female = 2 Showers / 2 WC/ 2 whb) Male = 2 showers/ 1 WC/ 2 urinals/ 2 whb) Mess Room 9mx4m =58sqm	WC – 3 Urinals – 2 WHB – 4 Kitchen Sink - 1	76 sqm 4 Containers
13.	205 Tower opposite SADC	64	16	48	Open plan Parkhome to accommodate 4 supervisors with desk	Yes	3mx6m Office =18sqm	Female = 2 Showers / 2 WC/ 2 whb) Male = 4 showers/ 2 WC/ 2 urinals/ 2 whb) Mess Room 12mx6m =98sqm	WC – 3 Urinals – 1 WHB – 3 Kitchen Sink - 1	116sqm 7 Containers
14.	205 Tower corner and RR1	Open plan Parkhome to accommodate 1 security guard per shift				Yes	3mx6m Office =18sqm	None	None	18sqm 1 Containers
15.	RR1 Reefer yard	32	20	12	Open plan Parkhome to accommodate 20 reefer season	Yes	5x(3mx6m) Office =90sqm	Female = 2 Showers / 2 WC/ 2 whb) Male = 1 showers/ 1 WC/ 2 urinals/ 2 whb)	WC – 3 Urinals – 2 WHB – 4 Kitchen Sink - 1	126sqm 7 Containers

					employees supervisors with desk			Mess Room 6mx3m 36sqm		
16.	Berth 203 including HH1 reefer yard	56	24	32	Open plan Parkhome to accommodate 20 reefer season employees supervisors with desk	Yes	5x(3mx6m) Office =90sqm	Female = 2 Showers / 2 WC/ 2 whb) Male = 4 showers/ 2 WC/ 2 urinals/ 2 whb) Mess Room 12mx6m =98sqm	WC – 4 Urinals – 2 WHB – 4 Kitchen Sink - 1	188sqm 10 Containers
17.	Berth 202 including reefer yard	126	52	74	Open plan Parkhome to accommodate 20 reefer season employees supervisors with desk	Yes	5x(3mx6m) Office =90sqm	Female = 3 Showers / 3 WC/ 3 whb) Male = 5 showers/ 2 WC/ 4 urinals/ 4 whb) Mess Room 24mx6m =185sqm	WC – 3 Urinals – 1 WHB – 3 Kitchen Sink - 1	275sqm 15 Containers
18.	Berth 108 including reefer yard	40	15	25	Open plan Parkhome to accommodate 20 reefer season employees supervisors with desk	Yes	5x(3mx6m) Office =90sqm	Female = 2 Showers / 2 WC/ 2 whb) Male = 2 showers/ 1 WC/ 2 urinals/ 2 whb) Mess Room 9mx4m =58sqm	WC – 3 Urinals – 2 WHB – 4 Kitchen Sink - 1	148sqm 8 Containers
19.	109 Tower including 109A including reefer yard	24	12	12	Open plan Parkhome to accommodate 20 reefer season employees supervisors with desk	Yes	5x(3mx6m) Office =90sqm	Female = 2 Showers / 2 WC/ 2 whb) Male = 2 showers/ 1 WC/ 2 urinals/ 2 whb) Mess Room 6mx3m =40sqm	WC – 3 Urinals – 2 WHB – 4 Kitchen Sink - 1	130 sqm 7 Containers
20.	Straddle Carries Workshop	197	54	123	Open plan Parkhome to accommodate 25 contract employees supervisors with desk	Yes	6x(3mx6m) Office =108sqm	Female = 3 Showers / 3 WC/ 3 whb) Male = 6 showers/ 3 WC/ 4 urinals/ 4 whb) Mess Room 24mx6m =185sqm	WC – 6 Urinals – 4 WHB – 7 Kitchen Sink - 2	293sqm 16 Containers
21.	CVR Workshop	30	10	20	Open plan Parkhome to accommodate 10 contract employees supervisors with desk	Yes	2x(3mx6m) Office =36sqm	Female = 2 Showers / 2 WC/ 2 whb) Male = 2 showers/ 1 WC/ 2 urinals/ 2 whb) Mess Room 9mx4m =58sqm	WC – 3 Urinals – 2 WHB – 4 Kitchen Sink - 1	94sqm 5 Containers

22.	Civils Workshop	30	10	20	Open plan Parkhome to accommodate 10 contract employees supervisors with desk	Yes	2x(3mx6m) Office =36sqm	Female = 2 Showers / 2 WC/ 2 whb) Male = 2 showers/ 1 WC/ 2 urinals/ 2 whb) Mess Room 9mx4m =58sqm	WC – 3 Urinals – 2 WHB – 4 Kitchen Sink - 1	94sqm 5 Containers
23.	Overnights(operation s )	52	37	15	Yes	Yes	3mx6m Office =18sqm	Female = 3 Showers / 2 WC/ 2 whb) Male = 1 showers/ 1 WC/ 1 urinals/ 1 whb) Mess Room 8mx4m =52sqm	WC – 3 Urinals – 1 WHB – 2 Kitchen Sink - 1	70sqm 4 Containers
24.	Overnights(Cleaners )	12	12	n/a	Yes	Yes	3mx6m Office =18sqm	Female = 2 Showers / 1 WC/ 1 whb) =8sqm	WC – 1 WHB – 1	26sqm 2 Containers
25.	Training site	20	10	10	Open plan Parkhome to accommodate 4 trainers with desk	Yes	3mx6m Office =18sqm	Female = 1 Showers / 1 WC/ 1 whb) Male = 1 showers/ 1 WC/ 1 urinals/ 1 whb) Mess 3x6m =28sqm	WC – 2 Urinals – 1 WHB – 2 Kitchen Sink - 1	46sqm 3 Containers
26.	A –Check exit	Open plan Parkhome to accommodate 1 security guard per shift				Yes	3mx6m Office =18sqm	None	None	18sqm 1 Containers
27.	A-check entrance (security kiosk at help desk	Open plan Parkhome to accommodate 1 security guard per shift					3mx6m Office =18sqm	None	None	18sqm 1 Containers
28.	A-check entrance at help desk	20	10	10	Open plan Parkhome to accommodate 10 controllers /admin windows	Yes	2x(3mx6m) Office =36sqm	Female = 1 Showers / 1 WC/ 1 whb) Male = 1 showers/ 1 WC/ 1 urinals/ 1 whb) Mess 3x6m =28sqm	WC –2 Urinals – 1 WHB – 2 Kitchen Sink - 1	64sqm 4 Containers
29.	A –Check exit	Open plan Parkhome to accommodate 1 security guard per shift					3mx6m Office =18sqm	None	None	18sqm 1 Containers
30.	Shuttle services fleet	120	41	79	Yes	Yes		Female = 3 Showers / 3 WC/ 3 whb) Male = 5 showers/ 2 WC/ 4 urinals/ 4 whb)	WC – 5 Urinals – 4 WHB – 7 Kitchen Sink - 2	293sqm 16 Containers



