

TRANSNET SOC LIMITED

Tender No.: TNPA/2025/10/0008/107713/RFP: Refurbishment of Queens Warehouse building, Port of Durban for a period of eleven (11) months.

ADDENDUM NO. 002-revised

DATED: 11 September 2026

The following information is furnished in addition to, in amplification and substitution of, matters contained in the tender documents issued in respect of the abovementioned work.

1. T1.1 TENDER NOTICE AND INVITATION TO TENDER

Replace T1.1 TENDER NOTICE AND INVITATION TO TENDER in its entirety with attached T1.1 TENDER NOTICE AND INVITATION TO TENDER.

2. T1.2 TENDER DATA

Replace T1.2 TENDER DATA in its entirety with attached T1.2 TENDER DATA.

3. T2.1 List of Returnable Documents, 2.1.5 Agreement and Commitment by Tenderer: T2.2-29 B.U.I.L.D Programme (CIDB Standard for Contract Skills Development Goals / CIDB Standard for Indirect Targeting)

Replace T2.1 List of Returnable Documents in its entirety with attached T2.1 List of Returnable Documents.

Changes are as follow:

T2.2-29 B.U.I.L.D Programme (CIDB Standard for Contract Skills Development Goals / CIDB Standard for Indirect Targeting) – removed from T2.1 List of Returnable Documents & removed from RFP.

4. T2.1 List of Returnable Documents, 2.1.1 These schedules are required for eligibility purposes, Stage One: Eligibility: Administrative & Substantive Responsiveness

Replace T2.2-01 Step 1 - Certificate of attendance at Compulsory Tender Clarification Meeting in its entirety with attached T2.2-01 Step 1 - Certificate of attendance at Compulsory Tender Clarification Meeting

Changes are as follow:

Incorrect date was used for Compulsory Tender Clarification Meeting. Date should be 8 September 2026 and not 29 September 2026.

5. C1.2 Contract Data, Part one - Data provided by the Employer

Replace C1.2 Contract Data, in its entirety with attached C1.2 Contract Data.

6. Part 2: Pricing Data, C2.1 Pricing instructions: Option B

Replace Part 2: Pricing Data, C2.1 Pricing instructions: Option B in its entirety with attached Part 2: Pricing Data, C2.1 Pricing instructions: Option B.

7. C2.2 Bill of Quantities, Final Summary

Replace page 3 & 85 of 85 of C2.2 Bill of Quantities with attached page 3 & 85 of 85 of C2.2 Bill of Quantities.

Changes are as follow:

Removed CIDB Contract Skills Development Goals (CSDG) (0.25% Factor x Sub-Total 1)

Correction made to Total (a.1+a.2+a.3)

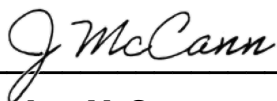
WITNESSES:

1. _____

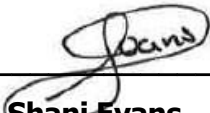
TENDERER / CONTRACTOR

2. _____

WITNESSES:

1. 
Jo-Ann McCann


Sindi Mabele – Project Manager
TRANSNET SOC LIMITED

8. 
Shani Evans

FROM : _____

DATE : _____

**TO : Transnet National Ports Authority
237 Mahatma Gandhi Road
Durban
4000
(Attention: Mrs S Evans - Email. tenderenquiriespdu@transnet.net)**

Dear Sirs / Madam

Tender No.: TNPA/2025/10/0008/107713/RFP: Refurbishment of Queens Warehouse building, Port of Durban for a period of eleven (11) months.

Receipt of **Addendum No. 002** dated **7 September 2026** is hereby acknowledged.

Kind regards

TENDERER

NOTE: This acknowledgement must be signed and returned to this office on or before closing date of tender.

Ref: TNPA/2025/10/0008/107713/RFP

T1.1 TENDER NOTICE AND INVITATION TO TENDER

SECTION 1: NOTICE TO TENDERERS

1. INVITATION TO TENDER

- a) 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]. Only those tenderers who are registered with the Construction Industry Development Regulations, with a designation of ~~7CE or higher or~~ **7GB or higher** class of construction work, are eligible to have their tenders evaluated.

"The CIDB Standard for Developing Skills through Infrastructure Contracts, published in Government Gazette ~~43495 54575 of 3-July-2020-24 April 2026~~ is applicable to this project".

And,

- "The CIDB Standard for Indirect Targeting for Enterprise Development through Construction works Contracts, published in Gazette Notice No. ~~36190 54575 of 25-February-2013 54575~~ is applicable to this project".*

AND

Note: ~~Each of the~~ CPG Standards above, where applicable to this tender, have a related fee which is contained in the Bill of Quantities / Activity Schedule. Additionally, a CIDB BUILD fee at the rate of 0,2% of the tendered value, up to a maximum of R2,000,000.00 is included in the Bill of Quantities/ Activity Schedule.

DESCRIPTION	Refurbishment of Queens Warehouse building, Port of Durban for a period of eleven (11) months
TENDER DOWNLOADING	This Tender may be downloaded directly from the National Treasury eTender Publication Portal at www.etenders.gov.za and the Transnet website at https://transnetetenders.azurewebsites.net (please use Google Chrome to access Transnet link) FREE OF CHARGE.



COMPULSORY TENDER CLARIFICATION MEETING	A Compulsory Tender Clarification Meeting will be conducted at Queens Warehouse, 237 Mahatma Gandhi Road, Durban on the 8 September 2026, at 10h00 [10 O'clock] for a period of ± 2 (two) hours. [Tenderers to provide own transportation and accommodation]. The Compulsory Tender Clarification Meeting will start punctually, and information will not be repeated for the benefit of Tenderers arriving late. A Site visit/walk (non-compulsory) will take place, tenderers are to note: • Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyser testing. • All forms of firearms are prohibited on Transnet properties and premises. • The relevant persons attending the meeting must ensure that their identity documents, passports or drivers licences are on them for inspection at the access control gates. Certificate of Attendance in the form set out in the Returnable Schedule T2.2-01 hereto must be completed and submitted with your Tender as proof of attendance is required for a compulsory tender clarification. Tenderers are required to bring this Returnable Schedule T2.2-01 to the Compulsory Tender Clarification Meeting to be signed by the Employer's Representative. Tenderers failing to attend the compulsory tender clarification will be disqualified.
---	---



B.U.I.L.D PROGRAMME CONDITIONS	This tender will apply to the following BUILD Programme conditions:	
		Tick
	Payable Fee	
	Standard for Skill Development – Contract Skill Development Goals (CSDG)	
	Standard for Enterprise Development [Indirect Targeting- Contract Participation Goals (CPG)]	
	The successful Tenderer will be required to adhere to the requirements of the selected BUILD Programme as a condition of contract.	
CLOSING DATE	16h00 on 29 September 2026 - Tenderers must ensure that tenders are uploaded timeously onto the system. If a tender is late, it will not be accepted for consideration.	

2. TENDER SUBMISSION

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

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.
- 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;
- 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 **T2.2-23 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 pertaining to matters that might present an unacceptable commercial risk to the *employer*, including but not limited to the following:
 - *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.*
- 4.13. Transnet reserves the right to not award to such a low offer that would pose an unacceptable commercial risk.
- 4.14. Transnet reserves the right to make use of a stand-by *contractor* for circumstances where the 1st ranked bidder (main *contractor*) after having accepted the award of business or has signed the contract, indicates that they will not be able to deliver the goods or services or at any time during the execution of the contract, the main contractor is unable to complete the work (delivery of goods and services). The Stand-by *contractor* would be awarded a contract at the same time as the main *contractor*, however, the



terms will stipulate that the contract will only come into effect if the main contractor has deemed that they can no longer continue the works or if the *Employer* has deemed the contractor is unable to complete the works due to unavailability of financing to complete the works, poor performance, heavy time delays caused by the *contractor* and other reasons for termination detailed in the contract in reference to termination. The main *contractor* will be given sufficient opportunity to remedy the situation before termination is decided. All normal procedures for termination of the main *contractor's* duties shall follow the relevant terms and conditions of the signed contract, before the stand-by *contractor* takes over the works. if the stand-by *contractor* takes over the works they will only be paid for the remainder of works to be done, and measured as per the relevant clauses for measurement and payment provided in the signed contract. The stand-by *contractor* will only receive a Purchase Order after termination of the main *contractor* obligations; hence the stand-by *contractor* shall not incur any expenditure towards this contract in preparation for an event where s/he is called in by the *Employer*. The *Employer* will not be liable/accountable for any expenditure incurred by the stand-by *contractor* prior to there being a clear communication from the *Employer* calling on the stand-by *contractor* to deliver part of or full purchase order.

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

6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

Tenderers 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

M	A	A	A								
---	---	---	---	--	--	--	--	--	--	--	--

and

Unique registration reference number

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



T1.2 TENDER DATA

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

The *contractor* shall provide a minimum Contract Participation Goal (CPG) of 30% of the total project value and develop targeted enterprises in the two agreed developmental areas.

The contractor shall appoint an Enterprise Development Co-ordinator who shall:

- a) ~~The contractor shall achieve in the performance of the contract the Contract Skills Development Goals (CSDG) established in the CIDB Standard for Developing Skills through Infrastructure Contracts (published in GN 43495 54575 of 3 July 2020 24 April 2026).~~

~~And/or~~

- b) The *contractor* shall achieve in the performance of the contract the Contract Participation Goals (CPG) related to the engagement of targeted enterprises as established in the CIDB Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts (published in GN ~~36190~~ 54575 of ~~25 February 2013~~ 54575).

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

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

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



Clause	Data
C.1.1	The <i>Employer</i> is Transnet SOC Ltd (Reg No. 1990/000900/30)
C.1.2	The tender documents issued by the <i>Employer</i> comprise: Part T: The Tender Part T1: Tendering procedures T1.1 Tender notice and invitation to tender T1.2 Tender data Part T2: Returnable documents T2.1 List of returnable documents T2.2 Returnable schedules Part C: The contract Part C1: Agreements and contract data C1.1 Form of offer and acceptance C1.2 Contract data (Part 1 & 2) C1.3 Form of Securities Part C2: Pricing data C2.1 Pricing instructions C2.2 Bill of Quantities Part C3: The Scope C3.1 Works Information Part C4: Site information C4.1 Site information
C.1.4	The Employer's agent is: Name: Shani Evans Address: 237 Mahatma Gandhi Road Durban 4000 Tel No. N/A E – mail tenderenquiriespdu@transnet.net



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

Stage One: Eligibility: Administrative & Substantive Responsiveness

Step 1 – 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. Attendance at the compulsory clarification meeting.

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

Step 2 – CIDB Grading

- 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 ~~7CE or higher or~~ **7GB or higher** class of construction work, are eligible to have their tenders evaluated.

b)

- c) 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 ~~7CE or higher or~~ **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.

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



- ~~"The CIDB Standard for Developing Skills through Infrastructure Contracts, published in Government Gazette 43495 dated 3 July 2020 is applicable to this project".~~

~~And,~~

- ~~"The CIDB Standard for Indirect Targeting for Enterprise Development through Construction works Contracts, published in Gazette Notice No.36190 of 25 February 2013 is applicable to this project".~~

AND

~~Note: Each of the Standards above, where applicable to this tender, have a related fee which is contained in the Bill of Quantities / Activity Schedule. Additionally, a CIDB BUILD fee at the rate of 0,2% of the tendered value, up to a maximum of R2,000,000.00 is included in the Bill of Quantities/ Activity Schedule.~~

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

Step 3 – Substantive Test

- Whether the Bid has been lodged on time
- Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time
- Whether the Bid materially complies with the scope and/or specification given
- Whether the Bid contains a priced Bills of Quantities
- Whether the Bid contains a fully and properly completed and signed Form of Offer

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

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 **60** points.

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



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

Stage Three – Preference Point System: Weighted score 100 - Price (80/90) and Specific goals (20/10).

Tenderers who achieve the minimum qualifying score for functionality of **60** points will be evaluated further in terms of price and specific goals. The evaluation criteria for measuring specific goals are stated in C.3.11 below.

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

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

C.2.12 No alternative tender offers will be considered.

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

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

Identification details:	The tender documents must be uploaded with: ▪ Name of Tenderer: (insert company name) ▪ Contact person and details: (insert details) ▪ The Tender Number: TNPA/2025/10/0008/107713/RFP ▪ The Tender Description: Refurbishment of Queens Warehouse building, Port of Durban
-------------------------	---

Documents must be marked for the attention of:

Employer's Agent: Shani Evans

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: **16h00** on the **29 September 2026**

Location: The Transnet e-Tender Submission Portal:

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

NO LATE TENDERS WILL BE ACCEPTED

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

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

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

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

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

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

4. Proof of registration on the Central Supplier Database;

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

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

C3.11.1 The minimum number of evaluation points for functionality is: 60

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

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

Functionality Criteria

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

	Sub-criteria	Sub-criteria points	Max. No. of points
T2.2.03 Previous Experience	Building Works - Building refurbishment projects	5	25 15
	Building Works - Traceable reference letters	5	
	Building Works - Certificates of completion	5	
	HVAC - HVAC projects	3 2	10 5
	HVAC - Traceable reference letters	2	
	HVAC - Certificates of completion	1	
	Electrical - Electrical projects	3 2	10 5
	Electrical projects - Traceable reference letters with performance evaluations.	2	
	Electrical projects - Certificates of completion	1	



T2.2.04 Method statement	Method Statement	10	10
T2.2.05 Quality Management	Project Quality Plan (as per QAL-STD-0001)	5	10
	Quality Control Plans (as per QAL-STD-0001)		
	Quality Control Plan (QCP) specific to the Project but not limited to: 1. Building works	4	
	Quality Policy	1	
T2.2.06 Environmental Management	Environmental Management Plan	8	10
	Environmental Policy	2	
T2.2.07 Health and Safety Requirements	Policy (State points allocated)	1	15
	Roles & Responsibilities	2	
	Overview of the Baseline risk assessment	4	
	Safety Questionnaire	6	
	Cost Breakdown Sheet	2	
T2.2.08 Programme	The Tenderer must submit a programme in Microsoft Projects (MsP) or Primavera, the Tenderer's Programme submission must meet these requirements: 1. Schedules for submission must be Resource loaded.	5	10

	2. Logically linked using the critical path method (CPM). 3. The Tender has also submitted the Basis of Schedule (BoS). 4. The Tender Programme has captured the complete scope at minimum level 4(Construction schedule) for each discipline. 5. The Tender Programme shall be aligned to the Pricing Data as contained under Part C2 and detailed at an appropriate level of decomposition and Approach Paper.		
	The Tenderer clearly indicates in the schedule all milestones, activities & information related to the following: 1. Float and Time Risk Allowances 2. SHEQ requirements specified in the contract. 3. Work by the Employer and Others and Acceptances of contractor's design's as per signed Contract e.g: shop drawings 4. Starting date, access dates, Key Dates and Completion Date and Planned Completion for each Key Date for each option and the complete works. 5. Sectional completion dates as per C3 document.	5	
T2.2-09: Key Personnel Qualifications, Experience and Registrations	Project Manager - Qualification	3	20
	Project Manager - Experience	2	
	Construction Manager - Qualification	2	
	Construction Manager - Experience	2	
	HVAC Technician - Qualification	2	

	HVAC Technician - Experience	1	
	Electrical Technician - Qualification	2	
	Electrical Technician - Experience	1	
	Health & Safety Officer - Qualification	2	
	Health & Safety Officer - Experience	1	
	Environmental Officer - Qualification	1	
	Environmental Officer - Experience	1	
Maximum possible score for Functionality			100



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

- T2.2.03: Evaluation Schedule: Previous Experience – 25 points
- T2.2.04: Evaluation Schedule: Method statement – 10 points
- T2.2.05: Evaluation Schedule: Quality Management – 10 points
- T2.2.06: Evaluation Schedule: Environmental Management – 10 points
- T2.2.07: Evaluation Schedule: Health and Safety Requirements – 15 points
- T2.2.08: Evaluation Schedule: Programme – 10 points
- T2.2.09: Key Personnel Qualifications, Experience and Registrations – 20 points

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

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

C.3.11 Stage Three – Preference Point System: Only tenderers that achieve the minimum Qualifying **60** points for functionality will be evaluated further in accordance with the 80/20 or 90/10 preference points system as described in Preferential Procurement Regulations.

- the 80/20 system for requirements with a Rand value equal to or below R50 000 000 (all applicable taxes included).

or

- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).



Preference points for this bid shall be awarded for:

Threshold	Thresholds Minimum
Technical / functionality	60

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

Transnet will use the lowest acceptable bid to determine the applicable preference points system.

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

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

Selected Specific Goal	Number of points 20	Number of points 10
B-BBEE Status Level of Contributor 1 or 2	06	03
Local Content and Local Production	04	02
The promotion of supplier development through subcontracting for a minimum of 30% of the value of a contract to South African companies which are: I. EMEs and/or QSEs black owned	10	05
Non-compliant and/or B-BBEE Level 3-8 contributors	00	00



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

Specific Goals	Acceptable Evidence
B-BBEE Status Level of Contributor 1 or 2	B-BBEE Certificate / Sworn - Affidavit / CIPC B-BBEE Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines.
Local Content and Local Production	Returnable Local Content Annexures: • (SDB 6.2, Annexure C, D & E)
The promotion of supplier development through subcontracting for a minimum of 30% of the value of a contract to South African companies which are: I. EMEs and/or QSEs black owned	• Sub-contracting agreement(s). • Subcontractors B-BBEE Certificate / Sworn – Affidavit / CIPC B-BBEE Certificate as per DTIC guidelines.



The maximum points for this bid are allocated as follows:

<u>DISCRIPTION</u>	<u>POINTS</u>	<u>POINTS</u>
PRICE	80	90
B-BBEE Status Level of Contributor 1 or 2	06	03
Local Content and Local Production (Refer to T2.2-09)	04	02
The promotion of supplier development through subcontracting for a minimum of 30% of the value of a contract to South African companies which are: I. EMEs and/or QSEs black owned	10	05
Non-Compliant and/or B-BBEE Level 3-8 contributors	00	00
Total points for Price and Specific Goals must not exceed	100	100

Specific Goals = 20 or 10 point's 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 BBBEE rating not be provided, tenderers with no verification will score zero points for preferencing.**

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



C.3.13 Tender offers will only be accepted if:

1. The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
2. the tenderer does not appear on Transnet's list for restricted tenderers and National Treasury's list of Tender Defaulters;
3. the tenderer has fully and properly completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state.
4. Transnet reserves the right to award the tender to the tenderer who scores the highest number of points overall, unless there are **objective criteria** which will justify the award of the tender to another tenderer. **Objective criteria** include but are not limited to the outcome of a due diligence exercise to be conducted. The due diligence exercise may take the following factors into account inter alia;

the tenderer:

- a) Bidder(s) is not in good standing with Transnet National Ports Authority due to a poor track record of past performance with Transnet SOC Ltd and or Transnet National Ports Authority;
- b) There is clear, uncontrived and/or overwhelming evidence and/or facts that the bidder has or continues to be in breach of any of the provisions contained in the Integrity Pact;
- c) The Probity check undertaken by Transnet National Ports Authority establishes the existence of any unmitigated risks which would have a negative impact on the project;
- d) Unless the appointment of the bidder would result in a negative impact on Transnet's
- e) Return on Investment;
- f) It is necessary to rotate Suppliers to promote opportunities for other suppliers, in circumstances where the bidder has been awarded business previously and the award of the tender will result in inequitable allocation of business;



- g) The tenderer or its members, directors, partners:
- Is under restrictions as contemplated in the Integrity Pact,
 - Is a subject of a process of restriction by Transnet or other state institution that Transnet may be aware of and there is a clear, uncontrived and/or overwhelming evidence and/or facts in relation to the alleged wrongdoing on the basis of which the restriction process has been initiated
- h) Cannot, as necessary and in relation to the proposed contract, demonstrate that it possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- i) Has no legal capacity to enter into the contract;
- j) Is insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, being wound up, has its affairs administered pursuant to a court order, has ceased or suspended their business activities, or is subject to legal proceedings in respect of any of the foregoing.
- k) Does not comply with the legal requirements, if any, stated in the tender document; and
- l) Is not able to perform the contract free of conflicts of interest.
- m) Is able, in the option of the employer to perform the contract free of conflicts of interest.
- n) An unacceptable commercial risk to the employer due to unduly high or unduly low tendered rates or amounts in the tender offer. Before rejecting a tender on the grounds that it is unduly low, the employer will request in writing details of the constituent elements of the tender which it considers relevant, including:
- o) the economics of the construction method, the manufacturing process or the services provided;
- i. the economics of the construction method, the manufacturing process or the services provided;
 - ii. the technical solutions chosen or any exceptionally favourable conditions (or both) available to the tenderer for the execution of the work or the provision of the supplies or services
 - iii. the originality of the work, supplies or services proposed by the tenderer;
- compliance with the statutory provisions such as those relating to the



employment of labour, health and safety etc. The employer will verify these constituent elements by consulting the tenderer, taking account of the evidence and presentations provided including supplier quotations etc.. if the tenderer cannot justify the unduly low price, the Employer will award the tender to the next ranked bidder. If the next ranked bidder is unduly low the same process above shall apply.

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



T2.1 List of Returnable Documents

2.1.1. These schedules are required for eligibility purposes:

Stage One: Eligibility: Administrative & Substantive Responsiveness

T2.2-01 Step 1 - Certificate of attendance at Compulsory Tender Clarification Meeting

T2.2-02 Step 2 - CIDB Registration – ~~7CE or higher or~~ **7GB or higher**

2.1.2. Stage Two: these schedules will be utilised for evaluation purposes:

T2.2-03: **Evaluation Schedule:** Company Previous Experience

T2.2-04: **Evaluation Schedule:** Method statement

T2.2-05: **Evaluation Schedule:** Quality Management

T2.2-06: **Evaluation Schedule:** Environmental Management

T2.2-06a: Environmental Declaration of Understanding

T2.2-07: **Evaluation Schedule:** Health and Safety Requirements

T2.2-07a: TNPA Estimate Health and Safety Cost Breakdown

T2.2-07b: Contractor Safety Questionnaire

T2.2-08: **Evaluation Schedule:** Programme

T2.2-09 **Evaluation Schedule:** Management and CV's

2.1.3. Stage Three: Preference Point System

Preference Point System: Valid Evidence of Preference Claim Form requirements stipulated in SBD 6.1

T2.2-10 Schedule of Proposed Sub-contractor

T2.2-11 SBD 6.2: Declaration of Certificate for Local Production and Content for Designated Sectors

- Annexure C, D, & E – Roof and Cladding
- Annexure C, D, & E – Ducting and Structural Pipework
- Annexure C, D, & E – Gutters, downpipes & launders
- Annexure C, D, & E – Polyvinyl Chloride (PVC) Pipes
- Annexure C, D, & E – High Density Polyethylene (HDPE) Pipes
- Annexure C, D, & E – Cement
- Annexure C, D, & E – Fasteners (Bolts, nuts, screws, rivets and nails)
- Annexure C, D, & E – Frames (Doors and Windows)
- Annexure C, D, & E – Fabricated Structural steel
- Annexure C, D, & E – Low Voltage



- Annexure C, D, & E – Optic Fibre Cables
- Annexure C, D, & E – Copper Telecoms Cables
- Annexure C, D, & E – Storage tanks / geysers

2.1.4. Returnable Schedules:

General:

T2.2-12 Record of addenda to tender documents

T2.2-13 Letter of Good Standing

T2.2-14 Risk Elements

T2.2-15 Proposed Organisation Staffing

T2.2-16 Site Establishment requirements

T2.2-17 Capacity and Ability to meet Delivery Schedule

T2.2-18 Availability of Equipment and Other Resources

T2.2-19 Authority to submit tender

2.1.5. Agreement and Commitment by Tenderer:

T2.2-20 RFP Declaration Form

T2.2-21 Declaration of Understanding

T2.2-22 Certificate of Acquaintance with Tender Document

T2.2-23 RFP – Breach of Law

T2.2-24 Annex G Compulsory Enterprise Questionnaire inclusive of Section 7: attached SBD4
and Section 8: attached SBD 6.1

T2.2-25 Supplier Code of Conduct

T2.2-26 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")

T2.2-27 Domestic Prominent Influential Persons (DPIP) Or Foreign Prominent Public Officials
(FPPO)

T2.2-28 Non-Disclosure Agreement

~~T2.2-29 B.U.I.L.D Programme (CIDB Standard for Contract Skills Development Goals / CIDB
Standard for Indirect Targeting)~~

T2.2-30 Job Creation

T2.2-31 Service Provider Integrity Pact

**2.1.6. Bonds/Guarantees/Financial/Insurance:**

T2.2-32 Forecast Rate of Invoicing

T2.2-33 Insurance provided by the Contractor

T2.2-34 Form of Intent to provide a Performance Guarantee

T2.2-35 Three (3) years audited financial statements

2.1.7. Transnet Vendor Registration Form:

T2.2-36 Transnet Vendor Registration Form

~~Note 1: In the case of the CIDB Standard for Skills Development there are NO returnable documents (except for pricing the relevant section of the Bill of Quantities). Following award of the contract to the successful tenderer, the employer shall provide to the Contractor the following documents which shall be completed by the Contractor and submitted within the stipulated period:~~

~~o A1—List of Recognized Skills Development Agencies (21 days after acceptance);~~

~~o A2—Baseline Training Plan (21 days after acceptance);~~

~~o A3—Project Interim Report (21 days after the end of each reporting period);~~

~~o A4—Supervisor Agreement (21 days after acceptance); and~~

~~o A5—Project Completion Report (21 days after Final Completion)~~

~~In respect of the CIDB Standard for Indirect Targeting & Enterprise Development, there are NO returnable documents (except for pricing the relevant section of the Bill of Quantities). Following award of the contract to the successful tenderer, the employer shall provide to the Contractor the following documents which shall be completed by the Contractor and submitted within the stipulated period:~~

~~o The Needs Analysis (60 days after acceptance);~~

~~o The Project Interim Report (21 days after the end of each reporting period);~~

~~o The Project Completion Report (21 days after Final Completion); and~~

~~o The Declaration (21 days after acceptance).~~

**2.2 C1.1 Offer portion of Form of Offer & Acceptance****2.3 C1.2 Contract Data****2.4 C1.3 Forms of Securities****2.5 C2.1 Pricing Instructions****2.6 C2.2 Bill of Quantities**

T2.2-01: Step 1: 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:	Queens Warehouse, 237 Mahatma Gandhi Road, Durban	
On (date)	29 8 September 2026	Starting time: 10:00am

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

29 8 September 2026

T2.2-03: Evaluation Schedule – Company Previous Experience (25 Points)

Note to Tenderers:

Previous Experience – Building Works (15 points)

Bidder to submit traceable references with experience in building refurbishment or building construction, in relation to the scope of work in the last 5 years, and to this end shall supply a sufficiently detailed reference list with contact details of customers, completion certificates and indicate their previous experience.

If the Contractor fulfills the experience for one discipline, TNPA will accept sub-contractor experience for the evaluation of the other two disciplines e.g. if you are a GB contractor and you provide sub-contractor experience in the format required for electrical and HVAC work, TNPA will accept this and score you accordingly, so long as the submission is in the required format and the sub-contractor agreements have been provided as part of tender submission ,ideally under T2.2-10 Schedule of proposed sub-contractor

Reference letter and completion certificate must have a letterhead of company that work was done, references should include the following:

- (1) The project description,
- (2) Client contact able details (email and telephone),
- (3) Project duration: start and end date, which confirms project done within the past 5 (five) years signed by the client
- (4) The reference letter should state that the work was completed to a good standard,
- (5) Completion certificates must be signed/stamped by the client. Completion certificate of reference letter that does not have all the above requirements will not be considered.

Previous Experience – HVAC (5 points)

The bidder must specify the subcontractor to be utilized for the HVAC works and provide traceable references demonstrating at least 5 years of experience in the installation of VRV systems within the scope of work. The references should include contact details of previous customers, completion certificates, and a comprehensive overview of their prior experience.

Additionally, the selected HVAC Contractor must be approved by the manufacturer of the VRV systems for the installation of their products, and relevant certificates of approval must be submitted.

Reference letter must have a letterhead of company that work was done, references should include the following:

- (1) The project description,
- (2) Client contact able details (email and telephone),
- (3) Project duration: start date and end date, which confirms project done within the past 5 (five) years signed by the client,
- (4) The reference letter should state that the work was completed to a good standard,
- (5) Completion certificates. Completion certificate of reference letter that does not have all the above requirements will not be considered.

Previous Experience – Electrical (5 points)

The bidder must specify the subcontractor to be utilized for the Electrical LV works and provide traceable references demonstrating at least 5 years of experience in the installation. The references should include contact details of previous customers, completion certificates, comprehensive overview of their prior experience and signed performance evaluations from clients that explicitly address quality of workmanship, adherence to budget, timelines, and defects.

Reference letter must have a letterhead of company that work was done, references should include the following:

- (1) The project description,
- (2) Client contact able details (email and telephone),
- (3) Project duration: start date and end date, which confirms project done within the past 5 (five) years signed by the client,
- (4) The reference letter should state that the work was completed to a good standard,
- (5) Completion certificates must be signed /stamped by the client. Completion certificate of reference letter that does not have all the above requirements will not be considered.

Please provide your previous experience showing but not limited to refurbishment projects:

- Building Refurbishment
- HVAC design and installation
- Electrical design and installation

Fill in as many line items as needed for the similar previous projects undertaken, starting from the most recent projects completed:

Clients	Client contact details	Project Description	Start date	Completion date	Project Value

Index of documentation attached to this schedule:

.....

.....

.....

.....

.....

.....

Previous Experience – Building Works (15 points)

Reference letters & Certificate of Completion will be verified with the clients.

	Building refurbishment projects The tenderer has completed Construction/Refurbishment projects = 100%	Traceable reference letters The tenderer has submitted traceable reference letters with performance evaluations = 100%	Certificates of completion The tenderer has submitted certificates of completion = 100%
	5	5	5
Score 0	The tenderer has submitted no information, or the tenderer has submitted a list of projects with no traceable references or certificates of completion.		
Score 20	The tenderer has successfully completed one (1) to three (3) projects relative to the scope of works in the last 5 years.	The tenderer has submitted one (1) to three (3) traceable reference letters.	The tenderer has submitted one (1) to three (3) certificates of completion.
Score 40	The tenderer has successfully completed four (4) projects relative to the scope of <i>works</i> in the last 5 years.	The tenderer has submitted four (4) traceable reference letters.	The tenderer has submitted four (4) certificates of completion.
Score 60	The tenderer has successfully completed Five (5) projects relative to the scope of <i>works</i> in the last 5 years.	The tenderer has submitted five (5) traceable reference letters.	The tenderer has submitted Five (5) certificates of completion.
Score 80	The tenderer has successfully completed six (6) projects relative to the scope of <i>works</i> in the last 5 years.	The tenderer has submitted six (6) traceable reference letters with performance evaluations.	The tenderer has submitted six (6) certificates of completion.

Score 100	The tenderer has successfully completed seven (7) or more projects relative to the scope of <i>works</i> in the last 5 years.	The tenderer has submitted seven (7) or more traceable reference letters with performance evaluations.	The tenderer has seven (7) or more certificates of completion.
------------------	---	--	--

Previous Experience – HVAC (5 points)

	HVAC projects The tenderer has completed HVAC (VRV) projects = 100%	Traceable reference letters The tenderer has submitted traceable reference letters = 100%	Certificates of completion The tenderer has submitted certificates of completion = 100%
	2	2	1
Score 0	The tenderer has submitted no information, or the tenderer has submitted a list of projects with no traceable references or certificates of completion.		
Score 20	The tenderer has successfully completed one (1) project relative to the scope of works in the last 5 years.	The tenderer has submitted one (1) traceable reference letters.	The tenderer has submitted one (1) certificates of completion.
Score 40	The tenderer has successfully completed two (2) projects relative to the scope of <i>works</i> in the last 5 years.	The tenderer has submitted two (2) traceable reference letters.	The tenderer has submitted two (2) certificates of completion.
Score 60	The tenderer has successfully completed three (3) projects relative to the scope of <i>works</i> in the last 5 years.	The tenderer has submitted three (3) traceable reference letters.	The tenderer has submitted three (3) certificates of completion.
Score 80	The tenderer has successfully completed four (4) projects relative to the scope of <i>works</i> in the last 5 years.	The tenderer has submitted four (4) traceable reference letters.	The tenderer has submitted four (4) certificates of completion.
Score 100	The tenderer has successfully completed four (4) or more projects relative to the scope of works in the last 5 years.	The tenderer has submitted (4) or more traceable reference letters.	The tenderer has (4) or more certificates of completion.

Previous Experience – Electrical (5 points)

	Electrical projects The tenderer has completed Electrical projects = 100%	Traceable reference letters with performance evaluations. The tenderer has submitted traceable reference letters = 100%	Certificates of completion The tenderer has submitted certificates of completion = 100%
	2	2	1
Score 0	The tenderer has submitted no information, or the tenderer has submitted a list of projects with no traceable references or certificates of completion.		
Score 20	The tenderer has successfully completed one (1) project relative to the scope of works in the last 5 years.	The tenderer has submitted one (1) traceable reference letters with performance evaluations.	The tenderer has submitted one (1) certificates of completion.
Score 40	The tenderer has successfully completed two (2) projects relative to the scope of <i>works</i> in the last 5 years.	The tenderer has submitted two (2) traceable reference letters with performance evaluations.	The tenderer has submitted two (2) certificates of completion.
Score 60	The tenderer has successfully completed three (3) projects relative to the scope of <i>works</i> in the last 5 years.	The tenderer has submitted three (3) traceable reference letters with performance evaluations.	The tenderer has submitted three (3) certificates of completion.
Score 80	The tenderer has successfully completed four (4) projects relative to the scope of <i>works</i> in the last 5 years.	The tenderer has submitted four (4) traceable reference letters with performance evaluations.	The tenderer has submitted four (4) certificates of completion.

Score 100	The tenderer has successfully completed four (4) or more projects relative to the scope of works in the last 5 years.	The tenderer has submitted four (4) or more traceable reference letters with performance evaluations.	The tenderer has four (4) or more certificates of completion.
------------------	---	---	---

T2.2-09: Evaluation Schedule - Key Personnel Qualifications, Experience and Registrations - 20 points

Please describe the management arrangements for the work and the tenderer is to take note that evaluation of this schedule will be referred to T2.2-04.

Comprehensive CVs should be attached to this schedule:

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

- i) Personal particulars;
- ii) Qualifications (degrees, grades of membership of professional societies and Professional registrations, all these certificates are to be attached);
- iii) Skills;
- iv) Name of current employer and position;
- v) Name of previous and past employer and position;
- vi) Overview of post graduate experience (year, organisation, position and responsibilities); and
- vii) Outline of recent assignments/ detailed experience that has a bearing on the scope of work.

Key Personnel:

a) 1x Project Manager

- Project Manager must have a minimum NQF Level 6 (National Diploma) qualification in the built environment, coupled with SACPCMP registration as a professional Project Manager.
- Must have 1 year experience post registration in building construction or building refurbishment projects, with traceable references.

b) 1x Construction Manager

- Construction Manager must as a minimum have an NQF Level 6 (National Diploma) qualification in the built environment, coupled with SACPCMP registration as a professional Construction Manager.
- Must have 1 year experience post registration in building construction or building refurbishment projects, with traceable references.

c) 1 x HVAC Technician

- Must have HVAC/refrigeration qualification/certificate or trade test certificate
- Must have 5 years' experience post qualification in similar type of projects within the air-conditioning installation, with traceable references in the last 5 years.

d) 1x Electrical Technician

- Must have NQF level 6 or above in the Electrical design and installation, coupled with ECSA registration as a professional Technician/ Engineer
- Must have 5 years' experience post registration in similar type of projects within the Electrical design and installation, with traceable references in the last 5 years.

e) 1x Health and Safety Officer

- Must have NQF level 6 in Safety Management qualification or other relevant disciplines such as SAMTRAC or NEBOSH or modern accredited SHEQ risk management training course as a minimum qualification.
- Professional registration with South African Council for the Project and Construction Management (SACPCMP) or any recognised equivalent regulative professional body.
- Must have 5 years relevant work experience in building refurbishment and building construction projects with traceable reference.

f) Environmental Officer

- Must have NQF level 7 qualification, specifically a Bachelor Degree in Environmental Science/ Environmental Management or an equivalent environmental related degree.
- Must have at least minimum 5 years work experience in environmental management within the construction environment.

List of Key Persons assigned to the above disciplines

Key Persons	Name and Surname	CV attached (Yes/No)	Qualification attached (Yes/No)
Project Manager			
Construction Manager			
HVAC Technician			
Electrical Technician			
Safety Officer			
Environmental Officer			

Attached submissions to this schedule:

The scoring of the Key Personnel Qualifications, Experience and Registrations will be as follows:

Qualifications will be verified with the various institutes.

Weight - 5 points		Score 0	Score 20	Score 40	Score 60	Score 80	Score 100
Project Manager <i>Failure to submit proof of a valid Professional Registration as a professional Project Manager for the candidate will lead to a score of zero for both Qualification & Experience</i>	Qualification (3 points)	Tenderer has not submitted relevant qualifications/ has submitted irrelevant qualifications.	NQF Level 4 and below qualification in Built Environment and proof thereof.	NQF Level 5 qualification in Built Environment and proof thereof.	NQF Level 6 qualification in Built Environment and proof thereof.	NQF Level 7 qualification in Built Environment and proof thereof.	NQF Level 8 or higher qualification in Built Environment and proof thereof.
	Experience (2 points)	Tenderer has not submitted CV and/or less than 5 years' experience in the building refurbishment and construction project with traceable references	No professional registration, but the candidate has 5 years' experience in the building refurbishment and construction project with traceable references	Less than 1 year experience post registration in building construction or building refurbishment projects and proof thereof.	1 year experience post registration in building construction or building refurbishment projects and proof thereof.	2 years' experience post registration in building construction or building refurbishment projects and proof thereof.	More than 2 years' experience post registration in building construction or building refurbishment projects and proof thereof.

Weight - 4 points		Score 0	Score 20	Score 40	Score 60	Score 80	Score 100
Construction Manager <i>Failure to submit proof of a valid Professional Registration as a Construction Manager for the candidate will lead to a score of zero for both Qualification & Experience</i>	Qualification (2 points)	Tenderer has not submitted relevant qualifications / has submitted irrelevant qualifications.	NQF Level 4 and Below qualification in Built Environment and proof thereof.	NQF Level 5 qualification in Built Environment and proof thereof.	NQF Level 6 qualification in Built Environment and proof thereof.	NQF Level 7 qualification in Built Environment and proof thereof.	NQF Level 8 or higher qualification in Built Environment and proof thereof.
	Experience (2 points)	Tenderer has not submitted CV and / or less than 2 years' experience in the building refurbishment and construction project with traceable references.	No professional registration, but the candidate has 5 years' experience in the building refurbishment and construction project with traceable reference	Less than 1 years' experience post registration in building construction or building refurbishment projects and proof thereof.	1 year experience post registration in building construction or building refurbishment projects and proof thereof.	2 years' experience post registration in building construction or building refurbishment projects and proof thereof.	More than 2 years' experience post registration in building construction or building refurbishment projects and proof thereof.

Weight - 3 points		Score 0	Score 20	Score 40	Score 60	Score 80	Score 100
HVAC Technician	Qualification (2 points)	Tenderer has not submitted relevant qualifications or has submitted irrelevant qualifications.	Basic HVAC/refrigeration training or short course only.	Relevant HVAC/refrigeration certificate or equivalent technical qualification.	Recognized HVAC/refrigeration qualification with demonstrated practical training.	Trade test certificate or qualification or recognized HVAC or refrigeration qualification.	Trade test certificate or qualification plus additional HVAC/refrigeration training/certification directly applicable to split-units installation.
	Experience (1 points)	Tenderer has not submitted CV and/or less than 2 years relevant experience.	Greater than or equal to 2 years but less than 3 years' relevant experience in hands-on installation of split-unit air-conditioning systems.	Greater than or equal to 3 years but less than 4 years' relevant experience in hands-on installation of split-unit air conditioning systems.	4 - 5 years' relevant experience in hands-on installation of split-unit air-conditioning systems including comparable split-unit installations.	Greater than 5 years but less than 6 years relevant experience in hands-on installation of split-unit air-conditioning systems with extensive comparable installations	Greater than or equal to 6 years' relevant experience in hands-on installation of split-unit air-conditioning systems with extensive comparable split-unit installation, testing and commissioning experience.

Weight - 3 points		Score 0	Score 20	Score 40	Score 60	Score 80	Score 100
Electrical Technician	Qualification (2 points)	Tenderer has not submitted relevant qualifications or has submitted irrelevant qualifications.	NQF Level 4 and Below.	NQF level 5 in Electrical Engineering and proof thereof.	NQF level 6 in Electrical design and installation, coupled with ECSA registration as a professional Technician/ Engineer and proof thereof.	NQF level 7 in Electrical design and installation, coupled with ECSA registration as a professional Technician/ Engineer and proof thereof.	NQF level 8 in Electrical design and installation, coupled with ECSA registration as a professional Technician/ Engineer and proof thereof.
	Experience (1 points)	Tenderer has not submitted CV and/or less than 2 years relevant experience.	Greater than or equal to 2 years but less than 3 years' relevant experience in Electrical engineering.	Greater than or equal to 3 years but less than 4 years' relevant experience in Electrical engineering.	5 - 6 years' relevant experience in Electrical engineering.	Greater than 6 years but less than 7 years. Relevant experience in Electrical engineering.	Greater than or equal to 7 years' relevant experience in Electrical engineering.

Weight - 3 points		Score 0	Score 20	Score 40	Score 60	Score 80	Score 100
Health & Safety Officer <i>Failure to submit proof of a valid Professional Registration as a Health & Safety Officer for the candidate will lead to score of zero for both Qualification & Experience</i>	Qualification (2 points)	Tenderer has not Submitted relevant qualifications / has submitted irrelevant qualifications.	NQF Level 4 and below qualification in Safety Management / NEBOSH / SAMTRAC and proof thereof.	NQF Level 5 qualification in Safety Management / NEBOSH / SAMTRAC and proof thereof.	NQF Level 6 qualification in Safety Management / NEBOSH / SAMTRAC and proof thereof.	NQF Level 7 qualification in Safety Management/ NEBOSH / SAMTRAC and proof thereof.	NQF Level 8 or Higher qualification in Safety Management/ NEBOSH / SAMTRAC and proof thereof.
	Experience (1 points)	Tenderer has not submitted CV as Health and Safety Management in multi-disciplinary projects.	Tenderer has submitted a CV with 2 years of experience but less than 3 years as Health and Safety Management in multi-disciplinary projects.	Tenderer has submitted a CV with 3 years of experience but less than 4 years as Health and Safety Management in multi-disciplinary projects.	Tenderer has submitted a CV with 5 years of experience as Health and Safety Management in multi-disciplinary projects.	Tenderer has submitted a CV with 5 years of experience but less than 6 years as Health and Safety Management in multi-disciplinary projects.	Tenderer has submitted a CV with 7 or more years' experience Health and Safety Management in multi-disciplinary projects.

~~T2.2-29: CIDB Standard for Contract Skills Development Goals~~

~~The contractor shall achieve, in the performance of the contract, the Contract Skills Development Goal (CSDG) established in the CIDB Standard for Developing Skills through Infrastructure Contracts, published in Gazette Notice No.43495 of 3 July 2020.~~

~~This standard is applicable to a contract, or an order issued in terms of a framework that has a duration of 12 months or more and a contract amount exceeding R20 million in the case of an engineering and construction works, or design and build contract or an order issued in terms of such contract. The Standard is applicable to all CIDB Classes of Works.~~

~~This standard establishes a minimum contract skills development goal to be achieved in the performance of a contract in relation to the provision of different types of workplace opportunities, linked to work associated with a contract culminating in or leading to:~~

- ~~a) a part or full occupational qualification registered on the National Qualification Framework;~~
- ~~b) a trade qualification leading to a listed trade (GG No. 35625, 31 August 2012)~~
- ~~c) a national diploma registered on the National Qualification Framework; and~~
- ~~d) registration in a professional category by one of the professional bodies listed in the standard~~

~~The standard is obtainable from the CIDB's website www.cidb.org.za~~

~~The following construction skills development goals (%) for different classes of engineering and construction works contracts will apply:~~

Class of construction works as identified in terms of the cidb regulation		Construction skills development goal (%)
Designation	Description	
CE	Civil Engineering	0.25
CE and GB	Civil Engineering and General Building	0.375
EB	Electrical Engineering work (buildings)	0.25
EP	Electrical Engineering works (infrastructure)	0.25
GB	General Building	0.5
ME	Mechanical Engineering	0.25
	Specialist works	0.25

~~In the case of the Standard there are no returnable documents notwithstanding the Employer shall provide the proforma documents that shall be completed by the contractors after award of the contract within the stipulated period. (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)~~

~~PRO-FORMA DOCUMENTS ARE ATTACHED AS ANNEXURE A~~

~~Note 1: In the case of the CIDB Standard for Skills Development there are NO returnable documents (except for pricing the relevant section of the Bill of Quantities). Following award of the contract to the successful tenderer, the employer shall provide to the Contractor the following documents which shall be completed by the Contractor and submitted within the stipulated period:~~

- ~~o A1—List of Recognized Skills Development Agencies (21 days after acceptance);~~
- ~~o A2—Baseline Training Plan (21 days after acceptance);~~
- ~~o A3—Project Interim Report (21 days after the end of each reporting period);~~
- ~~o A4—Supervisor Agreement (21 days after acceptance), and~~
- ~~o A5—Project Completion Report (21 days after Final Completion)~~

~~In respect of the CIDB Standard for Indirect Targeting & Enterprise Development, there are NO returnable documents (except for pricing the relevant section of the Bill of Quantities). Following award of the contract to the successful tenderer, the employer shall provide to the Contractor the following documents which shall be completed by the Contractor and submitted within the stipulated period:~~

- ~~o The Needs Analysis (60 days after acceptance);~~
- ~~o The Project Interim Report (21 days after the end of each reporting period);~~
- ~~o The Project Completion Report (21 days after Final Completion); and~~
- ~~o The Declaration (21 days after acceptance).~~

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General The <i>conditions of contract</i> are the core clauses and the clauses for main Option dispute resolution Option and secondary Options	B: Priced contract with Bill of Quantities W1: Dispute resolution procedure X2 Changes in the law X5: Sectional Completion X7 Delay damages X13 Performance Bond X16 Retention X18 Limitation of liability Z Additional conditions of contract

of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013)



10.1	The <i>Employer</i> is:	Transnet SOC Ltd (Registration No. 1990/000900/30)
	Address	Registered address: Transnet Corporate Centre 96 Rissik Street Braamfontein Johannesburg Gauteng 2017
	Having elected its Contractual Address for the purposes of this contract as:	Transnet National Ports Authority Transnet SOC Ltd Queens Warehouse 237 Mahatma Gandhi Road 1ST Floor Durban 4000
10.1	The <i>Project Manager</i> is: (Name)	T.B.A.
	Address	Queens Warehouse 237 Mahatma Gandhi Road 1ST Floor Durban
	Tel	T.B.A.
	e-mail	T.B.A.
10.1	The <i>Supervisor</i> is: (Name)	T.B.A.
	Address	Queens Warehouse 237 Mahatma Gandhi Road 1ST Floor Durban
	Tel No.	T.B.A.
	e-mail	T.B.A.
11.2(13)	The <i>works</i> are	Refurbishment of Queens Warehouse building, Port of Durban for a period of eleven (11) months)



11.2(14)	The following matters will be included in the Risk Register	➤ Working in close proximity to operations. ➤ Traffic Congestion. ➤ Unforeseen damage to existing unknown underground services.	
11.2(15)	The <i>boundaries of the site</i> are	As stated in Part C4.1. Description of the Site and its surroundings”	
11.2(16)	The Site Information is in	Part C4	
11.2(19)	The Works Information is in	Part C3	
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.	
13.1	The <i>language of this contract</i> is	English	
13.3	The <i>period for reply</i> is	Two (2) weeks	
2	The <i>Contractor's</i> main responsibilities	No additional data is required for this section of the <i>conditions of contract</i>.	
3	Time		
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	15 October 2027	
30.1	The <i>access dates</i> are	Part of the Site 1 Phase 1 (2nd & ground Floor) 2 Phase 2 (1st floor) 3 Phase 3 (Ground floor)	Date 05 February 2027 10 May 2027 13 August 2027
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	Two (2) weeks of the Contract Date.	
31.2	The <i>starting date</i> is	20 November 2026 (provisional date, to be updated on award)	
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	Two (2) weeks.	

35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.	
4	Testing and Defects	
42.2	The <i>defects date</i> is	Fifty-Two (52) weeks after Completion of the whole of the <i>works</i>.
43.2	The <i>defect correction period</i> is	Two (2) weeks
5	Payment	
50.1	The <i>assessment interval</i> is monthly on the	25th (twenty fifth) day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand.
51.2	The period within which payments are made is	Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.
51.4	The <i>interest rate</i> is	the prime lending rate of Rand Merchant Bank of South Africa.
6	Compensation events	
60.1(13)	The <i>weather measurements</i> to be recorded for each calendar month are,	the cumulative rainfall (mm)
		the number of days with rainfall more than 10 mm
		the number of days with minimum air temperature less than 0 degrees Celsius
		the number of days with snow lying at 08:00 hours South African Time.
	The place where weather is to be recorded (on the Site) is:	The <i>Contractor's</i> Site establishment area
	The <i>weather data</i> are the records of past <i>weather measurements</i> for each calendar month which were recorded at:	Durban Weather Station

and which are available from:

**South African Weather Service 012 367 6023
or info3@weathersa.co.za.**

7	Title	No additional data is required for this section of the <i>conditions of contract</i>.
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	None
84.1	The <i>Employer</i> provides these insurances from the Insurance Table	
	1 Insurance against:	Loss of or damage to the <i>works</i>, Plant and Materials is as stated in the Insurance policy for Contract Works/ Public Liability.
	Cover / indemnity:	to the extent as stated in the insurance policy for Contract Works / Public Liability
	The deductibles are:	as stated in the insurance policy for Contract Works / Public Liability
	2 Insurance against:	Loss of or damage to property (except the <i>works</i>, Plant and Materials & Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising out of or in connection with the performance of the Contract as stated in the insurance policy for Contract Works / Public Liability
	Cover / indemnity	Is to the extent as stated in the insurance policy for Contract Works / Public Liability
	The deductibles are	as stated in the insurance policy for Contract Works / Public Liability
	3 Insurance against:	Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability
	Cover / indemnity	Is to the extent as stated in the insurance policy for Contract Works / Public Liability
	The deductibles are:	As stated in the insurance policy for Contract Works / Public Liability

4 Insurance against:	Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon
Cover / indemnity	Cover / indemnity is to the extent provided by the SASRIA coupon
The deductibles are	The deductibles are, in respect of each and every theft claim, 0,1% of the contract value subject to a minimum of R2,500 and a maximum of R25,000.
Note:	The deductibles for the insurance as stated above are listed in the document titled "Certificate of Insurance: Transnet (SOC) Limited Principal Controlled Insurance."
84.1 The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is	The <i>Contractor</i> must comply at a minimum with the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended.
The <i>Contractor</i> provides these additional Insurances	1 Where the contract requires that the design of any part of the <i>works</i> shall be provided by the <i>Contractor</i> the <i>Contractor</i> shall satisfy the <i>Employer</i> that professional indemnity insurance cover in connection therewith has been affected 2 Where the contract involves manufacture, and/or fabrication of Plant & Materials, components or other goods to be incorporated into the <i>works</i> at premises other than the site, the <i>Contractor</i> shall satisfy the <i>Employer</i> that such plant & materials, components or other goods for incorporation in the <i>works</i> are adequately insured during manufacture and/or fabrication and transportation to the site.

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

84.2 The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the works, Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) caused by activity in connection with this contract for any one event is

Whatever the *Contractor* requires in addition to the amount of insurance taken out by the *Employer* for the same risk.

84.2	The insurance against loss of or damage to the works, Plant and Materials as stated in the insurance policy for contract works and public liability selected from:	Principal Controlled Insurance policy for Contract
9	Termination	There is no additional Contract Data required for this section of the <i>conditions of contract</i>.
10	Data for main Option clause	
B	Priced contract with Bill of Quantities	No additional data is required for this Option.
60.6	The <i>method of measurement</i> is	The Bill of Quantities have been measured in accordance with the Standard System of Measuring Building Work and SANS 1200.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is	Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the Chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i>.
W1.2(3)	The <i>Adjudicator nominating body</i> is: If no <i>Adjudicator nominating body</i> is entered, it is:	The Chairman of the Association of Arbitrators (Southern Africa) the Association of Arbitrators (Southern Africa)
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)
	The place where arbitration is to be held is	Durban, Kwa-Zulu Natal, South Africa

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

The Chairman of the Association of Arbitrators (Southern Africa)

12 Data for secondary Option clauses

X2 Changes in the law No additional data is required for this Option

X5 Sectional Completion

X5.1	The <i>completion date</i> for each <i>section</i> of the <i>works</i> is:			
		<i>Section</i>	<i>Description</i>	<i>Completion date</i>
		1	Phase 1	09 December 2026
		2	Phase 2	26 April 2027
		3	Phase 3	22 June 2027

X5 & X7 Sectional Completion and delay damages used together

X7.1	Delay damages for late			
X5.1	Completion of the <i>sections</i> of the <i>works</i> are:	Section	Description	Amount per day
		1	Phase 1	Six Thousand Three Hundred Rand (R6 300)
		2	Phase 2	Six Thousand Three Hundred Rand (R6 300)
		3	Phase 3	Six Thousand Three Hundred Rand (R6 300)

X13 Performance bond

X13.1	The amount of the performance bond is	Five percent (5%) of the total of the Prices including VAT.
-------	---------------------------------------	--

X16 Retention

X16.1	The retention free amount is	Nil
	The retention percentage is	Ten percent (10%) on all payments certified.

Limitation of liability

X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	Nil
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to:	The deductible of the relevant insurance policy
X18.3	The <i>Contractor's</i> liability for Defects due to his design which are not listed on the Defects Certificate is limited to:	The cost of correcting the Defect

X18.4 The *Contractor's* total liability to the *Employer* for all matters arising under or in connection with this contract, other than excluded matters, is limited to:

The Total of the Prices

X18.5 The *end of liability date* is

Five (5) years after Completion of the whole of the *works*

Z *Additional conditions of contract are:*

Z1 Obligations in respect of Subcontracting

Z1.1 The *Contractor's* Subcontracting percentage as detailed in the tender submission Returnable T2.2-21 will constitute a binding agreement throughout the duration of the contract until Completion, if not, it will be deemed that the *Contractor* has failed in full to meet the material term of the contract, which may constitute a reason for termination.

Z1.2 The *Contractor* shall report to the *Employer* on a monthly basis during the term of the Contract, the amounts spent on each subcontractor.

Z1.3

In addition to Clause 26.2. The *Contractor* may not replace any sub-contractor without acceptance of the *Project Manager*. The *Project Manager* shall before acceptance of a replacement by the *Contractor* of any sub-contractor as detailed in the tender submission Returnable T2.2-21, obtain representations or input from the initial sub-contractor to make an informed decision as to the proposed replacement. The sub-contracting arrangement/contract remains between the *Contractor* and sub-contractor.

Z1.4

The *Contractor* shall provide to the *Employer*, upon receiving an instruction to do so, any documentation and/or evidence required by the *Employer*, which in the *Employer's* opinion would be necessary to verify whether the *Contractor* has maintained the subcontracting percentage. The *Contractor* shall provide the said documentation and/or evidence within the period stated in the instruction. The provision of the documentation and/or evidence shall not constitute a compensation event.

Z1.5	The <i>Contractor's</i> Subcontracting percentage as detailed in the tender submission Returnable T2.2- 18 will constitute a binding agreement throughout the duration of the contract until Completion, if not, it will be deemed that the material term of the contract, which may constitute a reason for termination.
Z2	Additional clause relating to Performance Bonds and/or Guarantees
Z2.1	The Performance Guarantee under X13 above shall be an irrevocable, on-demand performance guarantee, to be issued exactly in the form of the Pro Forma documents provided for this purpose under C1.3 (Forms of Securities), in favour of the <i>Employer</i> by a financial institution reasonably acceptable to the <i>Employer</i>.
Z3	Protection of Personal Information Act
Z3.1	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.

Z4 Additional clauses relating to Joint Venture

Z4.1 Insert the additional core clause 27.5

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

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

- **A brief description of the Contract and the Deliverables;**
 - **The name, physical address, communications addresses and domicilium citandi et executandi of each of the constituents and of the Joint Venture;**
 - **The constituent's interests;**
 - **A schedule of the insurance policies, sureties, indemnities and guarantees which must be taken out by the Joint Venture and by the individual constituents;**
 - **Details of an internal dispute resolution procedure;**
-

Z4.1

- **Written confirmation by all of the constituents:**
 - i. **of their joint and several liabilities to the *Employer* to Provide the Works;**
 - ii. **identification of the lead partner in the joint venture confirming the authority of the lead partner to bind the joint venture through the *Contractor's* representative;**
 - iii. **Identification of the roles and responsibilities of the constituents to provide the Works.**
- **Financial requirements for the Joint Venture:**
 - iv. **the working capital requirements for the Joint Venture and the extent to which and manner whereby this will be provided and/or guaranteed by the constituents from time to time;**
 - v. **the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.**

Z4.2

Insert additional core clause 27.6

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

Z5	Additional obligations in respect of Termination	
Z5.1		The following will be included under core clause 91.1: In the second main bullet, after the word 'partnership' add 'joint venture whether incorporate or otherwise (including any constituent of the joint venture)' and Under the second main bullet, insert the following additional bullets after the last sub-bullet: • commenced business rescue proceedings (R22) • repudiated this Contract (R23)
Z5.2	Termination Table	The following will be included under core clause 90.2 Termination Table as follows: Amend "A reason other than R1 – R21" to "A reason other than R1 – R23" Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."
Z6	Right Reserved by the Employer to Conduct Vetting through SSA	
Z6.1		The <i>Employer</i> reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any <i>Contractor</i> who has access to National Key Points for the following without limitations:
Z6.1		1. Confidential – this clearance is based on any information which may be used by malicious, opposing or hostile elements to harm the objectives and functions of an organ of state.

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

Z7 Additional Clause Relating to Collusion in the Construction Industry

Z7.1 The contract award is made without prejudice to any rights the *Employer* may have to take appropriate action later with regard to any declared tender rigging including blacklisting.

Z8 Transfer of rights The *Employer* owns the *Contractor's* rights over material, including but not limited to design and documentation, prepared for this contract by the *Contractor* except as stated otherwise in the Works Information. The *Contractor* obtains other rights for the *Employer* as stated in the Works Information and obtains from a Sub-*Contractor* or third-party equivalent rights for the *Employer* of the material prepared by the Sub-*Contractor*. The *Contractor* provides to the *Employer* the documents which transfer these rights to the *Employer* at no costs to the *Employer*.

Z9 **The first *assessment interval***

Z9.1 In the event that the *Contractor* is not loaded on the vendor data base, the *Project Manager's* first assessment of the amount due will be done once the *Contractor* has been successfully loaded as a vendor on the *Employers* data base following submitting all valid updated documents to the Procurement officer. Therefore, on NEC ECC Clause 50.1 the following text is removed in its entirety "and is no later than the *assessment interval* after the *starting date*"

Z10 **Additional Clause Relating to the *Employer's* rights to take appropriate action**

Z10.1 The contract award is made without prejudice to any rights the *Employer* may have to take appropriate action later with regard to:

Z10.1.1 Any declared, exposed or confirmed tender rigging.

The *Consultant* further undertakes:
not to give or cause any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract.

Z10.1.2

To comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the Employer is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.

Z10.1.3

The *Consultant's* breach of this clause constitutes grounds for terminating the *Consultant's* obligation to Provide the Services or taking any other action as appropriate against the *Consultant* (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.

Z10.1.4

If the *Consultant* is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuity, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the *Employer*, the *Employer* shall be entitled to terminate the contract forthwith and take any other action as appropriate against the *Consultant* (including civil or criminal action).

Z10.2	The contract award is made without prejudice to any rights the <i>Employer</i> may have to take appropriate action later with regard to:	Politically Exposed Persons including any allegations with regards to State Capture.
--------------	---	---

Z10.3	The contract award is made without prejudice to any rights the <i>Employer</i> may have to take appropriate action later with regard to:	Blacklisting by any State Entity on the National Treasury database.
--------------	---	--

Z11	Time	
------------	-------------	--

Z11.1		<i>Clause 33.2. is added as an additional clause.</i> The <i>Employer</i> may at any time suspend part or all of the <i>services</i>. As a consequence, if the <i>Contractor</i> is required to demobilise and then remobilise its staff and equipment, the <i>Contractor</i> will be reimbursed at cost. The <i>Contractor</i> will be required to reduce and mitigate all its costs during the period of suspension and will be entitled to compensation only to the extent that it can demonstrate it has incurred costs which were not capable of being mitigated.
--------------	--	--

Z12 Compensation Events

Z12.1 **Clause 61.4: The first bullet point is amended to read as follows: arises from the fault, error, negligence or default of the *Contractor*.**

Z13 Limitation of liability

Z13.1 **Add to core clause 82.1 and X18**

For the avoidance of doubt the parties expressly agree that the total liability of the *Contractor* to the *Employer* applies jointly and severally across all organisations comprising of the *Contractor*.

Z14 Additional clauses relating to cession of rights

Z14.1 **The *Contractor* shall not cede any rights under this contract without the approval of the *Employer*.**

Z14.2 **The *Employer* may on written notice to the *Contractor* cede and assign its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the *Employer*.**

Z15 Additional clauses relating to interpretation of the law

Z15.1 Add to core clause 12.3 Any extension, concession, waiver or relaxation of any action by the Parties, the *Employers' Agent* or *Adjudicator* does not constitute a waiver of rights and does not give rise to an Estoppel or Lien, unless the Parties agree otherwise and confirm such an agreement in writing.

Z16 *Employer's Step-in rights*

Z16.1 If the *Contractor* defaults by failing to comply with his obligations and fails to remedy such default within two (2) weeks of the notification of the default by the *Project Manager*, the *Employer*, without prejudice to his other rights, powers and remedies under the contract, may remedy the default either himself or procure a third party (including any sub-consultant or Supplier of the *Contractor*) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the *Contractor*.

Z16.2

The *Contractor* co-operates with the *Employer* and facilitates and permits the use of all required information, materials and other matter (including but not limited to documents and all other drawings, CAD materials, data, software, models, plans, designs, programs, diagrams, evaluations, materials, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the *Contractor* under the contract or otherwise for and/or in connection with any subsequent *works*) and generally does all things required by the *Project Manager* to achieve this end.

Z17 Local Content Obligations

Z17.1

In terms of Local Production and Content (SBD 6.2), Annexure A and Annexure C of the Returnable Schedule T2.2-09 Declaration Certificate of Local Production and Content, the *Contractor* has undertaken to fulfil its obligations of the Local Production and Content for the following designated sectors:

- Roof and Cladding
- Ducting and Structural Pipework
- Gutters, downpipes & launders

Z17.1

- Polyvinyl Chloride (PVC) Pipes
- High Density Polyethylene (HDPE) Pipes
- Cement
- Fasteners (Bolts, nuts, screws, rivets and nails)
- Frames (Doors and Windows)
- Fabricated Structural steel
- Electrical Cable Products Low Voltage
- Optic Fibre Cables
- Copper Telecoms Cables
- Storage tanks / geysers

Z17.2

The *Contractor* is required to note that the *Employer*, the Department of Trade, Industry and Competition [DTIC] and/or the body appointed by the DTIC as the verification authority for local content may conduct compliance audits with regard to the Local Production and Content requirements.

Z17.3

The *Contractor* is required to continuously update Declarations C, D and E of the Local Production and Content Declaration commitments with the actual local content values for the duration of the contract.

The *Contractor* shall report to the *Employer* on a monthly basis during the term of the Contract, the amounts spend on Local Production and Content for the designated sectors for the duration of the contract.

Z17.4	The <i>Contractor</i> must refer to Schedule A attached to the Returnable Schedule T2.2-09 Declaration Certificate of Local Production and Content concerning non-compliance penalties applicable to Local Production and Content.
Z17.5	Breach of Local Production and Content commitments provides the <i>Employer</i> cause to terminate the contract.
Z18 CIDB-BUILD Standard Contract Skills Development Goal (CSDG) & Contract Participation Goals (CPG)	The <i>Contractor</i> shall achieve in the performance of the contract the Contract Skills Development Goal (CSDG) established in the CIDB Standard for Developing Skills through Infrastructure Contracts, published in Gazette Notice No.43495 of 3 July 2020. The CSDG stipulated for this contract is 0.25 %. And The <i>Contractor</i> shall achieve in the performance of the contract the Contract Participation Goals (CPG) relating to the engagement of targeted enterprises as established in the CIDB Standard for Indirect Targeting for Enterprise Development through Construction works Contracts Gazette Notice No.36190 of 25 February 2013.

Z18	INDIRECT TARGETING STANDARDS	The contractor shall achieve in the performance of the contract the Contract Participation Goals (CPGs) established in the CIDB Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, published in Gazette Notice No. 54575 of 24 April 2026. Note: CPG is applicable for projects that have a tender value from grade 7 and above The Employer shall provide the proforma documents that shall be completed by the contractors after award of the contract within the stipulated period. (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)
Z19	Obligations in respect of Job Creation	
Z19.1		It will be a material term of this contract that the <i>Contractor</i> must contribute to the <i>Employer's</i> job-creation objectives as set out in Returnable Schedule T2.2-30
Z19.2		The <i>Contractor's</i> undertaking as to the number of new jobs created due to the award of this contract as set out in Returnable Schedule T.2.2-30 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 this specific material term of the contract, which may constitute a reason for termination.

Z19.3

The *Contractor* shall provide to the *Employer*, on a monthly basis or upon receiving an instruction to do so by the *Project Manager*, any documentation and/or evidence required by the *Employer*, which in the *Employer's* opinion would be necessary to verify whether the *Contractor* has maintained the job-creation undertaking as stipulated in Returnable Schedule T.2.2-30. The *Contractor* shall provide the said documentation and/or evidence within the period stated or as instructed. The provision of the documentation and/or evidence shall not constitute a compensation event.

C1.2 Contract Data

Part two - Data provided by the *Contractor*

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

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

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



3	Name:	
	Job: HVAC Technician	
	Responsibilities:	
	Qualifications:	
	Experience:	
4	Name:	
	Job: Electrical Technician	
	Responsibilities:	
	Qualifications:	
	Experience:	
5	Name:	
	Job: Safety Officer	
	Responsibilities:	
	Qualifications:	
	Experience:	
6	Name:	
	Job: Environmental Officer	
	Responsibilities:	
	Qualifications:	
	Experience:	
		CV's (and further key persons data including CVs) are appended to Contract Data Part Two.
11.2(14)	The following matters will be included in the Risk Register	
B	Priced contract with bill of quantities	
11.2(21)	The <i>bill of quantities</i> is in	PART 2: PRICING DATA, C2.2 the Bill of Quantities

11.2(31)	The tendered total of the Prices is	R.....(in figures) (in words), excluding VAT		
Data for Schedules of Cost Components		<i>Note "SCC" means Schedule of Cost Components starting on page 60 of ECC, and "SSCC" means Shorter Schedule of Cost Components starting on page 63 of ECC.</i>		
B	Priced contract with bill of quantities	Data for the Shorter Schedule of Cost Components		
41 in SSCC	The percentage for people overheads is:	%		
21 in SSCC	The published list of Equipment is the last edition of the list published by			
	The percentage for adjustment for Equipment in the published list is	% (state plus or minus)		
22 in SSCC	The rates of other Equipment are:	Equipment	Size or capacity	Wet Rate
61 in SSCC	The hourly rates for Defined Cost of design outside the Working Areas are	Category of employee		Hourly rate
	ECSCA Gazetted Designated Rates Category A - D			

Description of the works: Refurbishment of Queens Warehouse building, Port of Durban for a period of eleven (11) months

62 in SSCC	The percentage for design overheads is	%
63 in SSCC	The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are:	

PART 2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions for Bill of Quantities	7
C2.2	Bill of Quantities	85

C2.1 Pricing instructions: Option B

1. The *conditions of contract*

B.U.I.L.D PROGRAMME STANDARDS

~~The contractor shall determine the contract skills participation goals, expressed in Rand, which shall not be less than the contract amount multiplied by a percentage (0.25%) factor as required by the Standard for the applicable class of construction works. (CSDG).~~

Transnet has determined the percentage (30% sub-contracting) to be paid for the Contract Participation Goal (CPG) on the contract, and this amount shall be stated under the section Enterprise Development as a Provisional Sum in the Preliminaries and Generals (P&Gs). (Indirect Targeting)

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

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

Identified 11

and defined 11.2 terms

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

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

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

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

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

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

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

1.2 Function of the Bill of Quantities

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

1.3 Guidance before pricing and measuring

Employers preparing tenders or contract documents, and tendering contractors are advised to consult the sections dealing with the bill of quantities in the NEC3 Engineering and Construction Contract (April 2013) Guidance Notes before preparing the *bill of quantities* or before entering rates and lump sums into the *bill*.

Historically bill of quantities based contracts in South Africa have been influenced by the different approaches of the civil engineering and building sectors of the industry through their respective discipline based standard forms of contract and methods of measurement. This is particularly apparent in the approach to the bills of quantities. On the other hand, because ECC3 caters for a number of disciplines in the same contract, including electrical works, a different approach not currently found in local methods of measurement may have been used.

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

2 Measurement and Payment

2.2 Symbols

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

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

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

2.2 General assumptions

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

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

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

2.2.3 The Prices and rates stated for each item in the Bill of Quantities shall be treated as being fully inclusive of all work, risks, liabilities, obligations, overheads, profit and everything necessary as incurred or required by the *Contractor* in carrying out or providing that item.

2.2.4 Clause 63.13 in Option B provides that these rates and Prices may be used as a basis for assessment of compensation events instead of Defined Cost.

2.2.5 Where this contract requires detailed drawings, designs or other information to be provided, and no rates or prices are included in the *bill* specifically for such matters, then the *Contractor* is deemed to have allowed for all costs associated with such requirements within the tendered rates and Prices in the Bill of Quantities.

2.2.6 An item against which no Price is entered will be treated as covered by other Prices or rates in the *bill of quantities*. If a number of items are grouped together for pricing purposes, this will be treated as a single lump sum.

2.2.7 The quantities contained in the Bill of Quantities may not be final and do not necessarily represent the actual amount of work to be done. The quantities of work assessed and certified for payment by the *Project Manager* at each assessment date will be used for determining payments due and not the quantities given in the Bill of Quantities.

2.2.8 The short descriptions of the items of payment given in the *bill of quantities* are only for the purposes of identifying the items. More detail regarding the extent of the work entailed under each item is provided in the Works Information.

2.2.9 The price against each item shall be deemed to take cognizance of the preambles and supplementary preambles within the boq, works information and all other documentation attached to the tender document.

2.2.10 All fluctuations in foreign exchange rates will only be applied on a proven cost basis to the actual cost of the imported materials excluding any mark-ups, labour and profit, etc.

2.2.11 All provisional sums stated in the bills of quantities will be treated as compensation events and based on defined costs using the shorter schedule of costs components.

2.2.12 **~~Contract Skills Development Goals (CSDG)~~**

~~The contractor shall determine the CSDG expressed in Rand, which shall not be less than the contract amount multiplied by a percentage (%) factor given in Table 2 in the Standard for the applicable class of construction works.~~

~~The contractor's attention is brought to the following:~~

~~The Employer shall include a line item under the Skills Development in the Final Tender Summary section described as "Minimum Contract Skills Development Goal (CSDG)" as illustrated in table below:~~

~~To prevent a tender being non-responsive, the Employer shall bring to the Contractor's attention the required CSDG percentage (%) as prescribed in the final tender summary section. The percentage (%) factor multiplied by the subtotal of the tender amount will determine the minimum CSDG that needs to be achieved in the contract.~~

~~Payment to the contractor to accommodate Work Integrated Learners and Candidates for Professional Registration:~~

~~The contractor shall apportion the cost of accommodating work integrated learners (P1 and P2 learners) and candidates for professional registration by using Table 3 in the Standard and this cost will be used to determine the value in Rand and will be added to the provisions for training as provided for in the Preliminary & General section in the Bill of Quantities/ Pricing schedules/ Activity schedule.~~

~~Supervisors and Mentors~~

~~Payment to the contractor for supervision and mentoring Part/ Full occupational qualification and Trade qualification learners:~~

~~The Employer shall make no provision for an additional payment item for the payment of the supervisor and/or mentors for the provision of training as provided for in the Preliminary & General section of the Bill of quantities/ Pricing schedules/ Activity schedule for the training of part time/ full time occupational learners and/ or trade qualification learners.~~

~~Payment to the contractor for supervision and mentoring Work Integrated Learners and Candidates for professional registration:~~

~~The contractor shall apportion the cost of mentoring work integrated learners (P1 and P2 learners) and candidates for professional registration by using Table 3 in the Standard and will form part of the cost as provided for in the Preliminary & General section in the Bill of Quantities/ Pricing schedules/ Activity schedules for training.~~

Indirect Targeting – Enterprise Development

The *Employer* shall determine the percentage to be paid for the Contract Participation Goal (CPG) on the contract and this amount shall be stated under the section Enterprise Development as a Provisional Sum in the Preliminaries and Generals (P&Gs).

The rates illustrated in table 3 are the recommended rates to guide the *Employer* to determine the amount for Enterprise Development per targeted enterprise. The

Employer may adjust these rates which may be affected by factors such as location of the project. The *Employer* must include this amount as a Provisional Sum in the Preliminary and General (P&G) section as illustrated.

2.3 Departures from the method of measurement

N/A

2.4 Amplification of or assumptions about measurement items

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

Table 2: Construction skills development goals for different classes of engineering and construction works contracts.

Class of construction works as identified in terms of the cidb regulation		Construction skills development goal (%)
Designation	Description	
CE	Civil Engineering	0.25
CE and GB	Civil Engineering and General Building	0.375
EB	Electrical Engineering work (buildings)	0.25
EP	Electrical Engineering works (infrastructure)	0.25
GB	General Building	0.5
ME	Mechanical Engineering	0.25
	Specialist works	0.25

Table 3: The notional cost of providing training opportunities per quarter.

Type of Training Opportunity	Provision for stipends (Unemployed learners only)	Provisions for mentorship	Provisions for additional costs*	Total costs	
				Unemployed learners	Employed learners
Method 1					
Occupational qualification	R7 000	R0	R9 000	R16 000	R9 000
Method 2					
TVET College graduates	R14 000	R0	R9 000	R23 000	N/A
Apprenticeship	R14 000	R0	R12 000	R26 000	R12 000
Method 3					
P1 and P2 learners	R24 000	R20 000	R4 500	R48 500	N/A
Method 4					
Candidates with a 3 year diploma	R37 000	R20 000	R4 500	R61 500	R20 000
Candidates with 4 year qualification	R47 000	R20 000	R4 500	R71 500	R20 000

		Amount	
16	As-built surveys	Item	
17	Security	Item	
<u>Enterprise Development (CIDB B.U.I.L.D Program) - Indirect Targeting for Enterprise Development through Construction Works Contracts, Gazette Notice No. 36190 of 25 February 2013</u>			
<u>(a) Enterprise Development of Targeted Enterprise or JV Partners</u>			
18	(a.1) Needs analysis and Enterprise Development Plans for Targeted Enterprises (allowance based on five (5) targeted enterprises)	Prov Sum	25,000.00
19	(a.2) Monitoring and interim reporting for Targeted Enterprises per quarter for the duration of the contract (allowance based on a four (4) quarters)	Prov Sum	80,000.00
20	(a.3) Project completion reporting for Targeted Enterprises (allowance based on five (5) targeted enterprises)	Prov Sum	25,000.00
	Total (a.1+a2.+a3.)	Prov Sum	80,000.00 130,000.00
<u>Contract Participation Goal (CPG) in relation to Subcontracting / Supplier Development of Targeted Enterprises as a Condition of Tender to be in accordance with Indirect Targeting for Enterprise Development through Construction Works Contracts, Gazette Notice No. 36190 of 25 February 2013</u>			
21	It is required that the contractor shall achieve a CPG of 30% (by value) via sub-contracting. The value is determined as the contract value (excluding VAT, escalation, contingencies) of the contract including labour and material to EME's and QSE's. This amount is to include all costs associated with the management of all sub-contractors associated with the Contract Participation Goal (CPG)	Item	
TIME RELATED PRELIMINARY ITEMS			
22	Time related preliminary obligations may relate to fixed preliminary items and items not listed	Item	
	Time related obligations		
Carried To Section Summary		R	
Section No. 1			
Bill No. 1			
Preliminaries			

				Amount
Section No.	<u>FINAL SUMMARY</u>	Pages		
1	PRELIMINARIES	3	R	
2	QUEENS WAREHOUSE	56	R	
3	ELECTRICAL WORK	13	R	
4	MECHANICAL WORK	6	R	
5	SECURITY INSTALLATION	1	R	
	SUB-TOTAL 1		R	
	GIDB-Contract-Skills-Development-Goals-(GSDG) (0.25%-Factor x Sub-Total 1)		R	
	SUB-TOTAL 2		R	
	CIDB Build Fee (0.2% Factor x Sub-Total 2)		R	
	Total Excluding VAT Carried to Form of Offer and Acceptance (Subtotal (2) + CIDB Fee)		R	