

Transnet National Ports Authority

an Operating Division of **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR PROPOSAL (RFP)

**FOR THE: APPOINTMENT OF A CONTRACTOR TO UNDERTAKE THE ELECTRICAL,
MECHANICAL AND STRUCTURAL WORKS FOR BUILDING B2/455 INCLUDING
ANCILLARY WORKS AT THE OLD I & J SITE IN THE PORT OF DURBAN FOR A
PERIOD OF SIX (6) MONTHS.**

RFP NUMBER	: TNPA/2026/02/0153/1521/RFP
ISSUE DATE	: 09 MARCH 2026
COMPULSORY BRIEFING	: 17 MARCH 2026
CLOSING DATE	: 30 MARCH 2026
CLOSING TIME	: 16H00
TENDER VALIDITY PERIOD	: 12 WEEKS FROM CLOSING DATE

Contents

Number	Heading
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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 Document |
| T2.2 | Returnable Schedules |

The Contract

Part C1: Agreements and Contract Data

- | | |
|------|------------------------------|
| C1.1 | Form of Offer and Acceptance |
| C1.2 | Contract Data (Parts 1 & 2) |

Part C2: Pricing Data

- | | |
|------|----------------------|
| C2.1 | Pricing Instructions |
| C2.2 | Bill Of Quantities |

Part C3: Scope of Work

- | | |
|------|-------------------|
| C3.1 | Works Information |
|------|-------------------|

Part C4: Site Information

- | | |
|------|------------------|
| C4.1 | Site Information |
|------|------------------|

Part T1: Tendering Procedures

T1.1 Tender Notice and Invitation

T1.1 TENDER NOTICE AND INVITATION TO TENDER

SECTION 1: NOTICE TO TENDERERS

1. INVITATION TO TENDER

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

DESCRIPTION	Appointment of a Contractor to undertake the Electrical, Mechanical and Structural Works for Building B2/455 Including Ancillary Works At The Old I & J Site in the Port of Durban for a period of six (6) months.
TENDER DOWNLOADING	This Tender may be downloaded directly from the National Treasury eTender Publication Portal at www.etenders.gov.za and the Transnet website at E-supplier Portal Link (https://esupplierportal.transnet.net.) FREE OF CHARGE.
COMPULSORY TENDER CLARIFICATION MEETING	<p>A Compulsory Tender Clarification Meeting will be conducted at Transnet National Ports Authority, Queens Warehouse 237 Mahatma Gandhi Road, Durban, 4001 on the 17 March 2026, at 10:00am for a period of ± 3 (three) 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.</p> <p>A Site visit/walk will take place, tenderers are to note:</p> <ul style="list-style-type: none"> • Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats. • Tenderers without the recommended PPE will not be allowed on the site walk. • Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyzer 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 licenses are on them for inspection at the access control gates. <p>The 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 briefing.</p>
CLOSING DATE	<p>30 March 2026 at 16:00</p> <p>Tenderers must ensure that tenders are uploaded timeously onto the system. If a tender is late, it will not be accepted for consideration. If a tender has not fully uploaded by the closing time, it will be cut-off and will result in a corrupted file and will not be capable of being evaluated.</p>

<p>ADDENDA TO THE TENDER</p>	<p>Any addenda to the tender or clarifications will be published on the National Treasury’s e-Tender Publication Portal and Transnet e-Tender Submission Portal. Bidders are required to check the National Treasury’s e-Tender Publication Portal and Transnet e-Tender Submission Portal. prior to finalising their bid submissions for any changes or clarifications to the tender.</p> <p>Transnet will not be held liable if Tenderers do not respond by this date and do not receive the latest information regarding this tender with the possible consequence of either being disadvantaged or disqualified as a result thereof.</p>
<p>VALIDITY PERIOD</p>	<p>12 weeks from Closing Date</p> <p>Bidders are to note that they may be requested to extend the validity period of their bid, on the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful bidder(s), the validity of the successful bidder(s)’ bid will be deemed to remain valid until a final contract has been concluded.</p>
<p>ELECTRONIC BID SUBMISSIONS</p>	<p><u>Note to the bidders:</u></p> <p>Tenderers are required to ensure that electronic tender submissions are done at least a day before the closing date to prevent issues which they may encounter due to internet speed, bandwidth or the size of the number of uploads they are submitting. Transnet will not be held liable for any challenges experienced by tenderers as a result of technical challenges. Please do not wait for the last hour to submit.</p> <p>Tenderers shall ONLY use alphabetical and/ or numerical characters in naming their files. Failure to do so will result in files being corrupted/ quarantined and will NOT be available for evaluation.</p> <p>The Tenderer may only upload 30mb per upload and multiple uploads are permitted.</p>

2. TENDER SUBMISSION

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

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

Log on to the Transnet E-supplier Portal Link (<https://esupplierportal.transnet.net>)

- follow the prompts in the attached guide.
 - 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 uploaded at least a day before the closing date to prevent issues which they may encounter due to internet speed, bandwidth or the size or 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.**
 - **Tenderers shall ONLY use alphabetical and/ or numerical characters in naming their files. Failure to do so will result in files being corrupted/ quarantined and will NOT be available for evaluation.**
- b) Each company must register its profile using its company details and use the corresponding registered profile to log with an intent to bid as well as submit any bid.
- c) Transnet will not accept a bid or will disqualify a bid who submits a bid in the Transnet e-tender submission through another bid's/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 tender 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:

Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.

- 4.1 Not necessarily accept the lowest priced tender or an alternative Tender;
- 4.2 Go to the open market if the quoted rates (for award of work) are deemed unreasonable; Should the Tenderers be awarded business on the strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect,
- 4.3 Transnet reserves the right to terminate the contract;
- 4.4 Request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 4.5 Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;
- 4.6 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;
- 4.7 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);

- 4.8 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.
- 4.9 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.
- 4.10 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- 13]**, [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.
- 4.11 Transnet reserves the right to perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer, including but not limited to the following:
- 4.11.1 unduly high or unduly low tendered rates or amounts in the tender offer;
 - 4.11.2 contract data of contract provided by the tenderer; or the contents of the tender returnables which are to be included in the contract
- 5.** Transnet will award the tender to the highest scoring bidder/s unless objective criteria exist that justify the award to another bidder. Transnet may apply the **objective criteria** in this bid process as follows:
- 5.1. 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;
 - 5.2. 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 (**T2.2-15**);
 - 5.3. The Probity check undertaken by Transnet National Ports Authority establishes the

- 5.4. existence of any unmitigated risks which would have a negative impact on the project;
Unless the appointment of the bidder would result in a negative impact on Transnet's Return on Investment;
- 5.5. It is necessary to rotate Suppliers to promote opportunities for other suppliers, in circumstances where the tenderer has been awarded business previously and the award of the tender will result in an inequitable allocation of business;
- 5.6. The tenderer or its members, directors, partners:
 - Is under restrictions as contemplated in the Integrity Pact (**T2.2-15**),
 - 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;
- 5.7. In relation to the proposed contract, a due diligence exercise to validate the tenderer's proposal that 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;
- 5.8. has no legal capacity to enter into the contract;
- 5.9. 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;
- 5.10. does not comply with the legal requirements, if any, stated in the tender data;
- 5.11. is not able to perform the contract free of conflicts of interest.
- 5.12. Not necessarily accept the lowest priced tender or an alternative Tender;
- 5.13. Should the Tenderers be awarded business on the 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;
- 5.14. Request audited financial statements or other documentation for the purposes of a due diligence exercise;

- 5.15. Not accept any changes or purported changes by the Tenderer to the tendered rates after the closing date;
- 5.16. 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;
- 5.17. 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);
- 5.18. 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.
- 5.19. 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 tender with the possible consequence of being disadvantaged or disqualified as a result thereof.
- 5.20. 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 [clause 12 on **T2.2-13**], [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.
- 5.21. Transnet reserves the right to perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer:
 - *unduly high or unduly low tendered rates or amounts in the tender offer;*
 - *contract data of contract provided by the tenderer; or*
 - *the contents of the tender returnables which are to be included in the contract.*

6. 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.

7. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

Tenderer are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state



and facilitate the verification of certain key supplier information. The CSD can be accessed at <https://secure.csd.gov.za/>. Tenderer are required to provide the following to Transnet in order to enable it to verify information on the CSD:

Supplier Number..... (MAAA

**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**

LEARNER GUIDE

TRANSNET



TRANSNET
E-SUPPLIER
PORTAL TRAINING

DPS
DIGITAL PROCUREMENT SYSTEM





OUR LEARNING JOURNEY

1

Purpose & Outcomes

2

Step by Step Guide

3

Conclusion

4

Glossary: Acronyms

5

Glossary: Portal Actions



Purpose & Outcomes



Purpose

The purpose of this module is to enable participants to understand and effectively use the eSupplier Portal. Learners will gain the knowledge and practical skills required to perform supplier registration, tender bidding, and contract approval activities in line with organisational processes and compliance requirements.

Learning Outcomes

By the end of this module, participants will be able to:

Registration

Capture and submit supplier registration details, including business, partner, transformation, and address information.

Tender Bidding

Log an intent to bid on the portal.

Upload bid documentation in the required formats.

Capture pricing schedules accurately.

Complete and submit scorecards for evaluation.

Contract Approval

Review contracts for approval within the system.

Use contract chat and communication functions to resolve queries and finalise approval.

System Use

Apply knowledge of the eSupplier Portal to confidently perform supplier-related activities in support of organisational compliance and operational requirements.

TRANSNET



DPS
DIGITAL PROCUREMENT SYSTEM

TRANSNET

E-SUPPLIER

PORTAL TRAINING

Supplier Registration



1

Registration:

Step 1: Search for the Supplier Relationship Portal using the URL: [<E-supplier Portal Link>](#)

Step 2: Click the sign up link.

Step 3: Populate the registration details:

- Populate your Email
- Populate your Name
- Populate your Surname
- Populate your Password and Confirm password

Step 4: Click the check box once you have agreed to the Terms and read all the policies.

Step 5: Click the verify email link button

Supplier

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< Cancel

Register

msiphiwo@gmail.com

Solo

Mog

.....

.....

I agree to Transnet's [Terms](#) and [Privacy Policy](#)

Verify Email

Already have a Transnet account? [Sign In](#)

Verification Link Sent

Didn't receive it? You can:

[Resend Verification Link](#)

A verification link has been sent to msiphiwo@gmail.com. Please check your inbox.

[Change Email](#)

Enter new email

[Resend](#)

[Back to Login](#)

Transnet Verification Code

Hi Sipiwo,

Thank you for registering.

Please click the button below to activate your account:

[Activate Account](#)

If you did not request this, you can safely ignore this email.

Regards,
Support Team

© EcoX. All rights reserved.

Registration (Organisation Information)



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Supplier/Bidder

Registration (Organization information):

Step 1: Search for the Supplier Relationship Portal using the URL: <E-supplier Portal Link>

Step 2: Populate your email and password details, then click sign button.

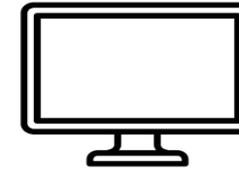
Step 3: Clicks the Supplier relationship management button.

Step 4: Click the manage button.

Step 5: On the Organization info button (Populate):

- Organization Name*
- Website
- Email*
- Country*
- Primary Contact Name
- Primary Contact Title
- Office Number
- Mobile Number
- Relationship*
- Status*
- Industry*
- Sector*
- Upload
- Company Logo
- Company Bio

Step 6: Then click the save button



Maintain and Manage Company Address Info.



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Supplier

Registration (address):

Step 1: Search for the Supplier Relationship Portal using the

URL: [<E-supplier Portal Link>](#)

Step 2: Populate your email and password details, then click sign button.

Step 3: Clicks the Supplier relationship management button.

Step 4: Click the manage button.

Step 5: On the Address button (Populate):

- Address Type*
- Country*
- Province*
- Address Line1*
- Address Line2
- Address Line3
- Postal Code*
- Status*
- Start Date*

Step 6: Then click the save button

The screenshot shows a web form titled "Main Organisation Information" with a sidebar menu on the left containing "Organisation Info", "Address", "Partners", "Business Information", and "Transformation". The "Address" section is active. The form contains the following fields:

Address Type*	Country*	Province*
Business	South Africa	Gauteng
Address Line1*	Address Line2	Address Line3
Montecasino Boulevard	Fourways	Johannesburg
Postal Code*	Status*	Start Date*
2191	Active	2025/02/27
End Date		
yyyy/mm/dd		

A green "Save" button is located at the bottom right of the form.



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Supplier/Bidder

Registration (Partners):

Step 1: Search for the Supplier Relationship Portal using the URL: [<E-supplier Portal Link>](#)

Step 2: Populate your email and password details, then click sign button.

Step 3: Clicks the Supplier relationship management button.

Step 4: Click the manage button.

Step 5: On the Partners button (Populate/Select):

- Partner*
- Relationship*
- Start Date*
- End Date
- Populate the Agreement text field
- Populate the Terms text fields

Step 6: Then click the save button



Main Organisation Information
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<p>Organisation Info</p> <p style="background-color: #76b82a; color: white; padding: 2px;">Address</p> <p>Partners</p> <p>Business Information</p> <p>Transformation</p>	<p>Address Type* ▼</p> <p>Business ▼</p> <hr/> <p>Address Line1*</p> <p>Montecasino Boulevard</p> <hr/> <p>Postal Code*</p> <p>2191</p> <hr/> <p>End Date</p> <p>yyyy/mm/dd 🗑️</p>	<p>Country* ▼</p> <p>South Africa ▼</p> <hr/> <p>Address Line2</p> <p>Fourways</p> <hr/> <p>Status*</p> <p>Active ▼</p>	<p>Province* ▼</p> <p>Gauteng ▼</p> <hr/> <p>Address Line3</p> <p>Johannesburg</p> <hr/> <p>Start Date*</p> <p>2025/02/27 🗑️</p>
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Save

Manage and Maintain Business Information



Supplier

Registration (Partners):

Step 1: Search for the Supplier Relationship Portal using the URL: [<E-supplier Portal Link>](#)

Step 2: Populate your email and password details, then click sign button.

Step 3: Clicks the Supplier relationship management button.

Step 4: Click the manage button.

Step 5: On the Business information button (Populate/Select):

- Trading Name*
- Company Registration Number*
- Year of Incorporation*

Step 6: Click the YES option on the radio button for: Do you have a South African VAT Number?

(If yes option is selected)

- Populate VAT No.
- Upload the VAT Certificate

Step 6: Then click the save button

Main Organisation Information

Organisation Info

Address

Partners

Business Information

Transformation

Trading Name* Eco X

Company Registration Number* 09

Year of Incorporation* 2025/09/02

Do you have a South African VAT Number? YES

VAT Number*

VAT Certificate* No file chosen

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Supplier

Registration (Transformation):

Step 1: Search for the Supplier Relationship Portal using the URL: [<E-supplier Portal Link>](#)

Step 2: Populate your email and password details, then click sign button.

Step 3: Clicks the Supplier relationship management button.

Step 4: Click the manage button.

Step 5: On the transformation button (Populate/Select):

- BBEE Level*
- Date of Issue*
- Date of Expiry*
- Issued By*
- Black Youth Ownership %*
- Black Woman Ownership %*
- BEE Vendor Class*
- Black Youth Ownership %*
- Black Woman Ownership %*
- BEE Vendor Class*
- (Click the yes or no option on the radio button) BEE Value-adding Enterprise?
- (Click the yes or no option on the radio button) Empowering Supplier?
- Upload BBEE Affidavit/Certificate*

Step 6: Then click the save button



Main Organisation Information
✕

<p>Organisation Info</p> <p>Address</p> <p>Partners</p> <p>Business Information</p> <p style="background-color: #4CAF50; color: white; padding: 2px;">Transformation</p>	<p>BBBEE Level* Level 5</p> <p>Date of Issue* 2025/09/05</p> <p>Black Youth Ownership %* 10.00</p> <p>BEE Value-adding Enterprise? <input type="radio"/> No</p>	<p>Date of Expiry* 2025/09/29</p> <p>Black Woman Ownership %* 20.00</p> <p>Empowering Supplier? <input type="radio"/> No</p>	<p>Issued By* Buhle Yankolo</p> <p>BEE Vendor Class* EME</p> <p>Upload BBEE Affidavit/Certificate* <input type="button" value="Choose File"/> No file chosen</p>
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Applying for Bids

Step 1: Log on to the **Supplier Relationship Portal**.
(**<E-supplier Portal Link>**)

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Step 2: View the **Open Tender Tab**.

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Step 3: View the **relevant tender**.

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Step 4: Click **View details**.

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Step 3: Click the **Log Intent to bid radio button** to **Yes**.

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Supplier/Bidder

Ask for Clarity

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Step 1: Click the ask for **clarity tab**.

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Step 2: Type the message in the text bar, then click the **send arrow**

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Submission Intent Details

Tender Details Ask for Clarity [Submit Tender Documents](#)

Tender Reference Number: **Published** [Log on Intent to Bid](#)
TCC/2024/07/0000/04/04/01

Name of Tender: TESTING TRANSACTION FOR OPEN TENDER
Description: TESTING TRANSACTION FOR OPEN TENDER
Tender Type: Bidding
Contact Person: Vikas Chaudhary
Contact Person Email Address: vikas.chaudhary@transnet.net

Date Published: 07/09/2025
Time Published:
Closing Date: 07/09/2025 11:00:00 AM
Briefing Date And Time: 07/09/2025 09:00:00 PM
Location Of Service: Carbon Center
Tender Category: Income Generating Contracts
Attachments: [BID Request.pdf](#)

Bidding Details
The Bidding Details section provides important information regarding any scheduled meetings, site visits, or pre-bidder briefings related to the tender. This may include the date, time, location, format (physical or virtual), and any requirements for attendance. It ensures that potential bidders have all necessary details to participate in the briefing, ask questions, and gain clarity on the tender process before submission.

Talk to Us

Can I have clarity
2025-09-22 13:47:12

Type a message



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Supplier

Step 1: Click the Submit Tender Documents button (blue)

Step 2: Click on the mandatory tab.

Step 3: Choose a file from your local, click the Upload Documents button to upload the document in this Section.

Step 4: Click on the Essential tab.

Step 5: Choose a file from your local, click the Upload Documents button to upload the document in this Section.

Step 6: Click on the non-essential tab.

Step 7: Choose a file from your local, click the Upload Documents button to upload the document in this Section.

Step 8: Click on the other tab.

Step 9: Choose a file from your local, click the Upload Documents button to upload the document in this Section





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Pricing Captured

Step 1: Click on the Pricing schedule tab.

Step 2: Click the Capture Pricing button, Capture your rating on each line item.

Step 3: Click the Submit pricing button.

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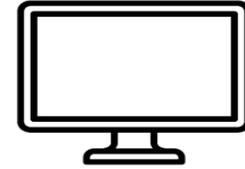
Supplier/Bidder

Scorecard Captured

Step 1: Click the Score card tab.

Step 2: Click the Choose file button, then upload a file.

Step 3: Type a comment on the comment section.



Mandatory	Essential	Returnable Documents	Other	Pricing Schedule	Scorecards
Schedule Name					
Type		Status		Action	
Invertors Calculations	Activity Schedule	Enabled		Capture Pricing	

Mandatory	Essential	Returnable Documents	Other	Pricing Schedule	Scorecards
Copy	Excel	CSV	PDF	Print	Search: <input type="text"/>
Criteria		Evidence		Scoring Guideline	
Acceptance of		Upload		Action	
		Choose file No file chosen		Comments	
		Upload			
Uploaded Documents					
No documents uploaded yet.					
<ul style="list-style-type: none"> Mandatory Essential Returnable Documents Other Scorecards 					



Tender Bid is submitted



Supplier

Submit Tender Bid

- Step 1: Click my intents tab.
- Step 2 Click the View detail button on the tender.
- Step 3: Click the Submit Tender Document button
Click the submit application button.
- Step 4: Click the Submit Application button.



Terms of use

Information provided by the bidder through this portal constitutes a binding bid submission/response and a commitment to deliver Transnet requirements. Kindly not that the system automatically ranks the outcome of the evaluation of the price and BBEE scoring based on the information provided. Pricing and BBEE information provided is the responsibility of the bidder to ensure correctness and Transnet will only consider your latest submission made before closing date.

[Submit Application](#)



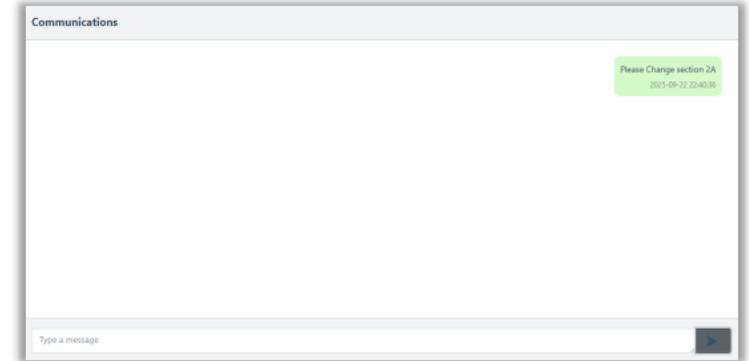
Supplier Response



Supplier

Supplier Response

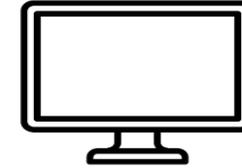
- Step 1: Login the Supplier Relationship Portal.
- Step 2: Click on the SRM tab.
- Step 3: Click on the documentation tab.
- Step 4: Click on the contract tab.
- Step 5: Click on the folder with the shared contract (MSA) to preview the documentation.
- Step 6: View the Chat section and add comments related to the shared MSA and click send



#

Supplier Approval

TRANSNET



Supplier Approval

Step 1: Login the Supplier Relationship Portal.

Step 2: Click on the SRM tab.

Step 3: Click on documentation tab.

Step 4: Search for the Contract on the Urgent attention table.

Step 5: Click the manage button then click Approve button.

Supplier/Bidder

Request Date	MSA No.	Status	Action
2025-07-25 13:13:22	MSA/TCC/2025/07/0006/84/RFQ-Non-Technical	Signed	Manage
2025-07-28 10:54:05	MSA3/TCC/2025/07/0008/96/RFP	Signed	Manage
2025-07-29 12:42:52	MSA3/TFR/2025/06/0001/77/RFI	Signed	Manage
2025-08-01 13:25:55	MSA4/TFR/2025/06/0001/77/RFI	Signed	Manage
2025-09-21 20:35:42	MSA/TCC/2025/09/0038/123/RFP	Signed	Manage
2025-09-22 21:26:55	MSA3/TCC/2025/09/0038/123/RFP	Signed	Manage
2025-09-22 23:08:58	MSA9/TFP/2025/07/0002/88/RFI	Pending	Manage

Showing 1 to 7 of 7 entries

Approve

TRANSNET



FULL-SCREEN

IMAGES

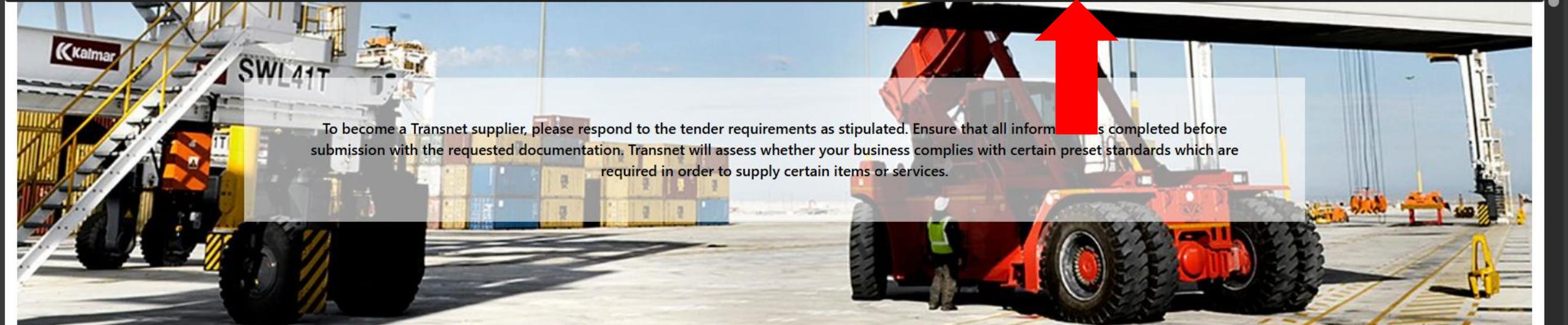
TRANSNET

E-SUPPLIER

PORTAL TRAINING

DPS
DIGITAL PROCUREMENT SYSTEM

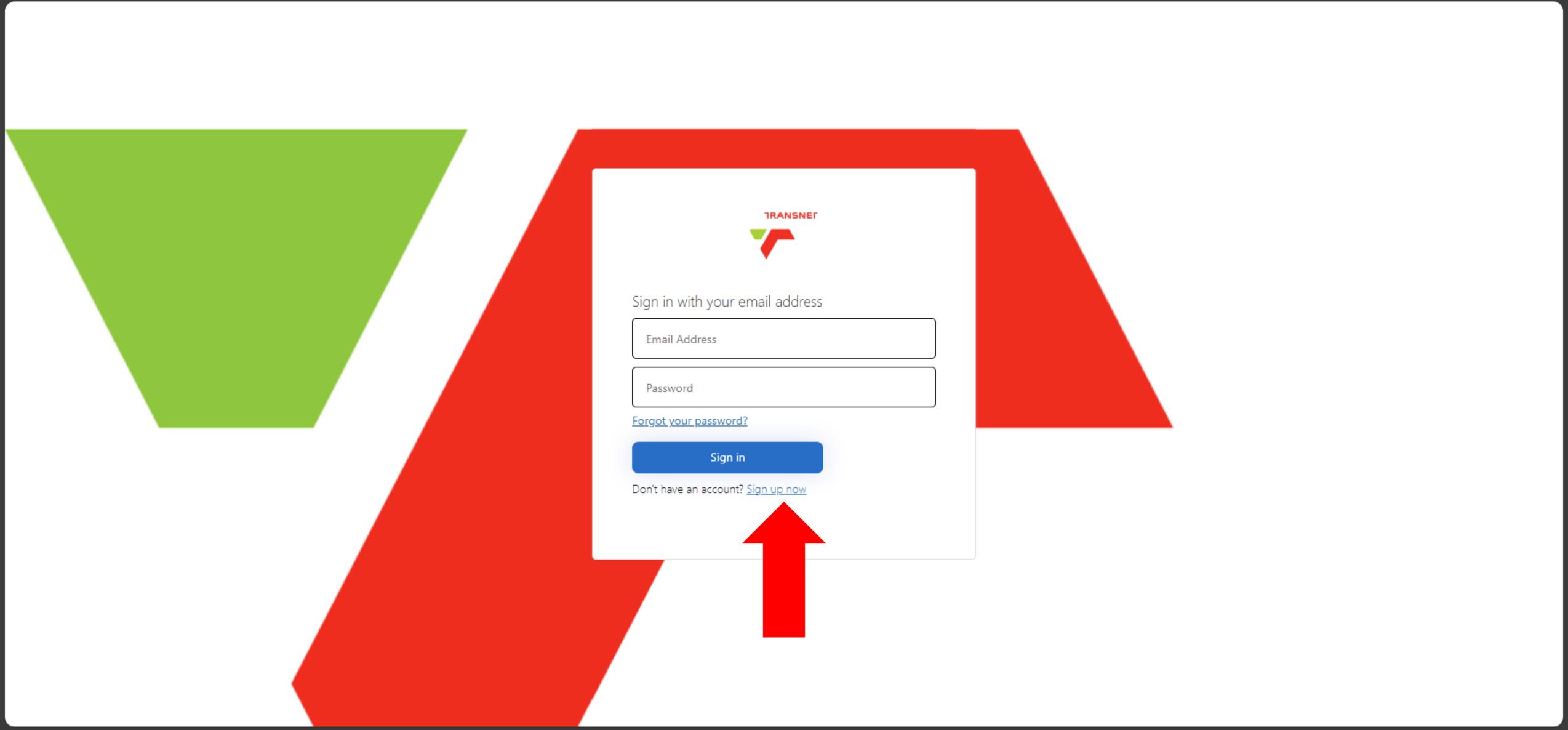




To become a Transnet supplier, please respond to the tender requirements as stipulated. Ensure that all information is completed before submission with the requested documentation. Transnet will assess whether your business complies with certain preset standards which are required in order to supply certain items or services.

PUBLICATION OF TENDER

When Transnet needs to procure goods, services or works, it does so through one Tender Search for construction tenders. Transnet does not have its own database of prospective suppliers. It makes use of Regarding quotations, Transnet will



Sign in with your email address

[Forgot your password?](#)

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





Hi Mikail,

What work would you like to do?

To become a Transnet supplier, please respond to tender requirements as stipulated. Ensure that all information is completed before submission with the requested documentation. Transnet will assess whether your business complies with certain preset standards which are required in order to supply certain items or services.



View Advertised Tenders



My Submitted Intents



My Bid Document Submission



Supplier Profile Management





Advertised Tenders

Open Tenders Other Tenders

Filter
All

Search

Show 10 entries

Reference Numbers	Tender Name	Description	Briefing Session	Closing Date	Status	Action
TE/2025/05/0004/56/RFP	Build a new electric car prototype for South Africans	Build a new electric car prototype for South Africans	-	2025-07-15	Open	View Details

Showing 1 to 1 of 1 entries

Previous Next





Advertised Tenders

Open Tenders Other Tenders

Filter

All

Search

Show 10 entries

Reference Numbers	Tender Name	Description	Briefing Session	Closing Date	Status	Action
TE/2025/05/0004/56/RFP	Build a new electric car prototype for South Africans	Build a new electric car prototype for South Africans	-	2025-07-15	Open	View Details





Submission Intent Details

Tender Details

Tender Reference Number:
TE/2025/05/0004/56/RFP

Published

Name of Tender:
BUILD A NEW ELECTRIC CAR PROTOTYPE FOR SOUTH AFRICANS

Description:
BUILD A NEW ELECTRIC CAR PROTOTYPE FOR SOUTH AFRICANS

Tender Type:

Contact Person:
Pepper Potts (Support)

Log an intent to Bid
 NO



Date Published:
07/14/2025

Time Published:

Closing Date:
07/15/2025 12:00:00 AM

Location Of Service:
National

Tender Category:

Attachments:



Submission Intent Details

Tender Details

Tender Reference Number:
TE/2025/05/0004/56/RFP

Published

Log an intent to Bid
YES

Date Published:
07/14/2025

Time Published:

Closing Date:
07/15/2025 12:00:00 AM

Location Of Service:
National

Tender Category:

Attachments:

Name of Tender:

BUILD A NEW ELECTRIC CAR PROTOTYPE FOR SOUTH AFRICANS

Description:

BUILD A NEW ELECTRIC CAR PROTOTYPE FOR SOUTH AFRICANS

Tender Type:

Contact Person:

Pepper Potts (Support)



Hi Mikail,

What work would you like to do?

To become a Transnet supplier, please respond to tender requirements as stipulated. Ensure that all information is completed before submission with the requested documentation. Transnet will assess whether your business complies with certain preset standards which are required in order to supply certain items or services.



View Advertisised Tenders



My Submitted Intents



My Bid Document Submission



Supplier Profile Management





My Intents

Show columns All

Search

Show 10 entries

Reference Number	Tender Name	Description	Briefing Session Date	Intent Logged Date	Logged By	Closing Date
 TPL/2025/05/0001/55/RFI	Diesel	Please tender this tender	-	06/08/2025 13:03:38	Mikail Ansari	14/07/2025 12:00 AM

Tender Status Cancelled

Action View Details





Submission Intent Details

Tender Details Ask for Clarity

[View Tender Documents](#)

Tender Reference Number: Cancelled
TPL/2025/05/0001/55/RFI

Log an intent to Bid
 YES

Date Published:
07/14/2025

Time Published:

Closing Date:
07/14/2025 11:00:00 PM

Location Of Service:
Gaueng

Tender Category:
Normal Goods and Services

Name of Tender:
DIESEL

Description:
PLEASE TENDER THIS TENDER

Tender Type:
RFP

Contact Person:
Tshepo Moganetsi





- Mandatory**
- Essential
- Returnable Documents
- Other

⚠ Please take note before uploading

- Duplicate documents are not permitted
- There's a 50MB file size limit per upload
- Please allow yourself sufficient time to upload documents and consider your internet speed

Required Document(s):

- Company registration documents
- Tax clearance certificate
- BBBEE certificate (if applicable)
- Bid proposal and pricing schedule
- Technical compliance documents
- Any other tender-specific requirements

⚠ This tender is Cancelled and no longer accepting document submissions.

Uploaded Documents

- Mandatory**
 - 1MandatoryExample.txt
 - 1MandatoryExample_UeaGY16.txt
- Essential**
 - 2EssentialExample.txt
- Returnable Documents**
 - 3NonEssentialExample.txt
- Other**
 - 4Other.txt



Hi Mikail,

What work would you like to do?

To become a Transnet supplier, please respond to tender requirements as stipulated. Ensure that all information is completed before submission with the requested documentation. Transnet will assess whether your business complies with certain preset standards which are required in order to supply certain items or services.



View Advertised Tenders



My Submitted Intents



My Bid Document Submission



Supplier Profile Management





Overview Documentation

Status

Invoices Paid
ZAR 0

Outstanding
ZAR 0

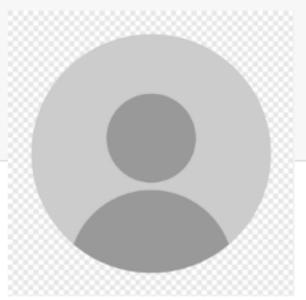
Orders
ZAR 0

Top Product / Service Orders

Recent Communication

28/02/2025 12:52:20
Invitation for RFP
Request for Procurement:
Procurement software

View more



Comp ABCD (Supplier)

www.abc.co.za

support@abc.co.za

Manage



Main Organisation Information

- Organisation Info
- Address
- Partners
- Business Information
- Transformation

Organisation Name*	Website	Email*	Country*
<input type="text" value="Comp ABCD"/>	<input type="text" value="www.abc.co.za"/>	<input type="text" value="support@abc.co.za"/>	<input type="text" value="South Africa"/>
Primary Contact Name	Primary Contact Title	Office Number	Mobile Number
<input type="text" value="Primary contact name"/>	<input type="text" value="Primary contact title"/>	<input type="text" value="Enter Office Number"/>	<input type="text" value="00000"/>
Relationship*	Status*	Industry*	Sector*
<input type="text" value="Supplier"/>	<input type="text" value="Active"/>	<input type="text" value="Technology"/>	<input type="text" value="SOFTWARE"/>
Verified	Company Logo		
<input type="text" value="No"/>	<input type="button" value="Choose File"/> No fil...osen		
Company Bio			
<input type="text" value="Company Bio"/>			

Save

- View more
- View more
- View more

Main Organisation Information

- Organisation Info
- Address**
- Partners
- Business Information
- Transformation

Address Type*	Country*	Province*
Business Address	South Africa	Gauteng
Address Line1*	Address Line2	Address Line3
123	123	
Postal Code*	Status*	Start Date*
2196	Active	03/09/2025
End Date		
dd/mm/yyyy		

Save

View more

View more

View more

Quick Information About Comp ABCD

Company Bio

Invitation for RFP
Request for Procurement: Procurement software

28/02/2025 12:52:20
Invitation for RFP
Request for Procurement: Procurement software

Main Organisation Information

- Organisation Info
- Address
- Partners
- Business Information**
- Transformation

Trading Name*

Company Registration Number*

Year of Incorporation*

Do you have a South African VAT Number? NO

[Save](#)

Comp ABCD (Supplier)

www.abc.co.za
support@abc.co.za

[Manage](#)

Quick Information About Comp ABCD

Company Bio

Top Product / Service Orders

Recent Communication

- 28/02/2025 12:52:20
Invitation for RFP
Request for Procurement: Procurement software
[View more](#)
- 28/02/2025 12:52:20
Invitation for RFP
Request for Procurement: Procurement software
[View more](#)
- 28/02/2025 12:52:20
Invitation for RFP
Request for Procurement: Procurement software
[View more](#)



Overview Documentation



Services Paid
ZAR 0

Outstanding
ZAR 0

Orders
ZAR 0

Comp ABCD (Supplier)

www.abc.co.za

support@abc.co.za

Manage

Top Product / Service Orders

Recent Communication

28/02/2025 12:52:20

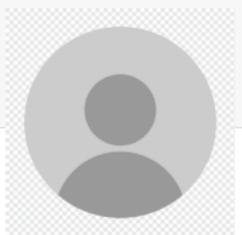
Invitation for RFP

Request for Procurement:

Procurement software

View more





Comp ABCD (Supplier)
www.abc.co.za
support@abc.co.za

Manage 

Overview **Documentation**



Shared Documents



Organisational Documents



Contracts



Urgent Attention

Show 10 rows Download List Show Columns

Request Date	MSA. No.	Status	Action
No data available in table			

Showing 0 to 0 of 0 entries

Previous Next

Quick Information About Comp ABCD

Company Bio



- TPL/2025/05/0002/69/RFI
- TE/2025/05/0008/68/RFP
 - Master Sercive Agreement
 - Master Sercive Agreement**
- TCC/2025/06/0010/84/RFP
- TRIM/2025/06/0001/86/RFI
- TFR/2025/07/0001/98/RFI

TRANSNET



DPS
DIGITAL PROCUREMENT SYSTEM



Conclusion



In conclusion, the module on the Supplier Relationship Management (eSupplier Portal) External Portal is designed to equip learners with the knowledge and practical skills needed to confidently navigate and use the system. The objectives of this module were to guide learners in performing key activities such as supplier registration, tender bidding, and contract approval, while ensuring that these processes align with organisational standards, compliance requirements, and effective system use.

By completing this module, learners are now better prepared to apply their learning in real work situations, contributing to efficient supplier management and improved organisational performance.

Congratulations on completing the module! Your dedication to learning and engaging with the system demonstrates your commitment to professional growth and the success of your organisation. The skills you have gained—registering suppliers, managing tenders, and approving contracts—are not just processes to follow, but tools to make your work more efficient, accurate, and impactful.

We encourage you to continue applying these skills confidently, share your knowledge with colleagues, and seek opportunities to innovate within your role. Your contribution strengthens the organisation and ensures that supplier management is carried out with excellence and integrity.

Thank you for your active participation, curiosity, and commitment to learning. Your efforts make a real difference.



Acronym / Term	Definition
SRM	Supplier Relationship Management – A system used to manage supplier interactions, registration, tendering, and contract processes.
Portal	An online platform that allows suppliers and buyers to access SRM functionalities.
Supplier	A company or individual providing goods or services to the organisation.
Buyer	An individual or team responsible for sourcing, tender management, and contract approval in the organisation.
Administrator	A user role responsible for managing system settings, user roles, and overall portal administration.
Registration Details	Information provided by a supplier during portal sign-up, including personal, business, and contact information.
Business Information	Details about a supplier's company, including trading name, registration number, year of incorporation, VAT status, and company bio.
Partners Information	Details of business partners associated with the supplier, including relationship type, agreement terms, and relevant dates.
Address Information	Supplier's company address details, including address type, province, postal code, and status.
Transformation	Supplier compliance information, including B-BBEE level, ownership percentages, and empowerment status.
Tender Bidding	The process by which suppliers express intent to bid, submit pricing, and upload required documentation.
Pricing Schedule	A detailed capture of pricing for each tender item submitted by the supplier.
Scorecard	A document or template used to evaluate or rate supplier submissions for tenders.
Contract Approval	The process by which contracts are reviewed, communicated, and approved within the portal.
Master Agreement (MSA)	A standard contract between the organisation and suppliers outlining terms, conditions, and obligations.
Chat / Communication Section	Portal feature enabling suppliers and buyers to ask questions, clarify requirements, and communicate about contracts.
Open Tender Tab	Portal section displaying all available tenders that suppliers can view and apply for.
Log Intent to Bid	Supplier action to indicate interest in submitting a tender for a specific opportunity.
Mandatory / Essential / Non-Essential Tabs	Categories in the portal where suppliers upload required or optional tender documentation.
Documentation Tab	Portal section where contracts, agreements, and other relevant supplier documents are stored and accessed.



Glossary of Portal Actions



Action / Process	Definition / Description
Supplier Registration	Creating a supplier account on the SRM portal by providing personal, business, partner, address, and transformation information.
Manage Organisation Information	Updating and maintaining the supplier's company details, including company name, website, contact information, industry, sector, and company bio.
Manage Company Address	Capturing and updating the supplier's official address details, including address type, province, postal code, and status.
Manage Partners	Recording and maintaining information about business partners, including relationship type, agreement terms, and relevant dates.
Manage Business Information	Capturing essential company details such as trading name, registration number, year of incorporation, and VAT information.
Manage Transformation	Recording supplier B-BBEE compliance information, including ownership percentages, empowerment status, and uploading supporting certificates or affidavits.
View Open Tenders	Accessing available tender opportunities in the portal for which suppliers can submit bids.
Log Intent to Bid	Indicating a supplier's interest to participate in a specific tender.
Submit Tender Documentation	Uploading required files in the appropriate categories (mandatory, essential, non-essential, other) to support a tender bid.
Capture Pricing Schedule	Entering detailed pricing information for each tender item in the system.
Capture Scorecard	Completing the evaluation form or template associated with the tender submission, including any comments or ratings.
Submit Tender Bid	Finalising and submitting all tender-related information, including documents, pricing, and scorecards, for consideration.
Ask for Clarity	Using the portal chat or communication feature to request additional information or clarification regarding a tender.
Contract Collaboration / Supplier Response	Engaging with buyers via the portal to discuss, comment, and respond to contract documents such as the Master Service Agreement (MSA).
Contract Approval	Reviewing, finalising, and approving contracts in the portal, ensuring compliance with organisational requirements.
Documentation Tab	Portal section where all contracts, tender documents, and supporting supplier files are stored and accessible.
Chat / Communication Section	Portal feature that allows suppliers and buyers to communicate directly about tenders, contracts, and related processes.
SRM Tab	Main portal section where suppliers manage registration, tenders, contracts, and communication activities.

T1.2 Tender Data

T1.2 TENDER DATA

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

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

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

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

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

	Part C3: Scope of work	C3.1 Works Information
	Part C4: Site information	C4.1 Site information
C.1.4	The Employer's agent is:	Procurement Officer
	Name:	Selina Mojaki
	Address:	237 Mahatma Gandhi Road, Durban, 4001
	E – mail	tenderenquiriespdu@transnet.net
C.2.1	Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:	
	1. Stage One - Administrative and Substantive Responsiveness Tests where attendance eligibility is part of substantive:	
	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 C.2.7 and must complete, sign and return C1.1 Form of Offer and Acceptance.	
	2. Stage Two - Eligibility in terms of the Construction Industry Development Board:	
	a) Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, designation of 4EP or 4ME or higher class of construction work, are eligible to have their tenders evaluated.	
	b) Joint Venture (JV)	
	Joint ventures are eligible to submit tenders subject to the following:	
	1. every member of the joint venture is registered with the CIDB;	
	2. the lead partner has a contractor grading designation of not lower than one level below the required class of construction works under consideration and possesses the required recognition status; and	
	3. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a 4EP or 4ME or higher class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations.	
	The tenderer shall provide a certified copy of its signed joint venture agreement	

3. Stage Three – Functionality

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

4. Stage Four – Preference Point System

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 below.

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

C.2.7 The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. 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 **required to complete and sign the attendance register or have their returnable document T2.2-01 certificate of attendance** signed off by the Employer's authorised representative, and provide such as evidence of attendance to the briefing session in their tender submission.

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/2026/02/0153/1521/RFP
- The Tender Description: **APPOINTMENT OF A CONTRACTOR TO UNDERTAKE THE ELECTRICAL, MECHANICAL AND STRUCTURAL WORKS FOR BUILDING B2/455 INCLUDING ANCILLARY WORKS AT THE OLD I & J SITE.**

Documents must be marked for the attention of:

Employer's Agent:

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

C.2.15 The closing time for submission of tender offers is:
Time: **16:00PM** on the **12 February 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** after the closing date. Tenderers are to note that they may be requested to extend the validity period of their tender, on the same terms and conditions, if Transnet’s internal evaluation and governance approval processes has not been finalised within the validity period.

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

1. A valid Tax Clearance Certificate issued by the South African Revenue Services.
Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status.
2. A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a **sworn affidavit** confirming annual turnover and level of black ownership in case of all EMEs and QSEs with 51% black ownership or more together with the tender;
3. 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

Functionality criteria	Sub-criteria	Sub-criteria points	Maximum number of points
T2.2-03. Programme	The proposed schedule must be detailed (minimum level 4), including all five (a to e) required programme structure elements and showing the project duration from award to project completion/handover.	30	30
T2.2-04. Key Personnel Qualifications, Experience and Registrations	Electrical Technician Electrical Technician has a valid Wireman’s License and has provided proof thereof. Electrical	15	45

	Seven (7) or more years' exp in electrical works and issuing of Certificates of Compliance.		
	Construction Manager NQF 6/higher qualification in the Engineering/Built Environment, proof of qualification. Seven (7) or more years' experience in construction management	15	
	Health & Safety Officer Diploma in Safety Mngmnt/SAMTRAC/NEBOSH/modern accredited SHEQ risk mngmnt training course. 5 years exp.	15	
T2.2-05. Company Previous Experience	Tenderer must submit at least three (3) traceable references: completion certificates as evidence, the references must include experience in multi-disciplinary projects. The projects must have commenced and completed within the last seven (7) years. References must be on the letterhead of the company and/or client that work was done for, references should include the following: (1) The project description, (2) Client Company name, (3) Client contact details (email and telephone), (4) Project duration: start and completion dates	25	25
Total Points			100

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

- T2.2-03 Programme
- T2.2-04 Key Personnel Qualifications, Experience and Registrations
- T2.2-05 Company Previous Experience

C.3.11. Only tenders that achieve the minimum qualifying score for functionality /Only tenders that are Administratively and Substantively Responsive (in case Functionality is not applicable and please delete this note) (Please select the applicable statement and please delete this note)

will be evaluated further in accordance with the 80/20 or 90/10 preference points systems as described in Preferential Procurement Regulations .

80 where the financial value of one or more responsive tenders received have a value equal to or below R50 million, inclusive of all applicable taxes,
 and/or

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

Thresholds	Minimum Threshold
Technical / functionality	60

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

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

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

Specific Goals	Number of points (20)	Number of points (10)
B-BBEE Status Level of Contributor 1 or 2	04	02
30% Black Women Owned Entities	06	03
EME or QSE 51% 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
30% Black Women Owned Entities	Certified copy of ID Documents of the Owners



Specific Goals	Acceptable Evidence
EME or QSE 51% Black Owned	<ul style="list-style-type: none"> • Audited Annual Financial • B-BBEE Certificate / Sworn - Affidavit / CIPC B-BBEE Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines

Note: 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".

The maximum points for this bid are allocated as follows:

<u>DESCRIPTION</u>	<u>Number of points</u>	
PRICE	80	90
B-BBEE Status Level of Contributor 1 or 2	04	02
30% Black Women Owned Entities	06	03
EME or QSE 51% 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	

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

C.3.13 Tender offers will only be accepted if:

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

- a) Bidder(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
- 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) It is necessary to rotate Suppliers to promote opportunities for other suppliers, in circumstances where the bidder has been awarded business previously and the award of the tender will result in inequitable allocation of business;
- f) The tenderer or its members, directors, partners:
 - Is under restrictions as contemplated in the Integrity Pact,
 - Is a subject of a process of restriction by Transnet or other state institution that Transnet may be aware of and there is a clear, uncontrived and/or overwhelming evidence and/or facts in relation to the alleged wrongdoing on the basis of which the restriction process has been initiated
- g) Cannot, as necessary and in relation to the proposed contract, demonstrate that it possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- h) Has no legal capacity to enter into the contract;
- i) Is insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, being wound up, has its affairs administered pursuant to a court order, has ceased or suspended their business activities, or is subject to legal proceedings in respect of any of the foregoing.
- j) Does not comply with the legal requirements, if any, stated in the tender document; and
- k) Is not able to perform the contract free of conflicts of interest.
- l) Is able, in the option of the employer to perform the contract free of conflicts of interest.

- m) 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:
- i) the economics of the construction method, the manufacturing process or the services provided;
 - ii) the technical solutions chosen or any exceptionally favorable 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;
 - iv) 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).

Part T2: Returnable Documents

T2.1: List of Returnable Documents

T2.1 List of Returnable Documents

2.1.1 These schedules are required for eligibility purposes:

T2.2-01 **Stage One** - Eligibility with regards to attendance at the compulsory clarification

T2.2-02 **Stage Two as per CIDB: Eligibility Criteria Schedule – 4EP or 4ME or higher**

2.1.2 The following returnables are used for the evaluation of functionality

T2.2-03 **Evaluation Schedule:** Programme

T2.2-04 **Evaluation Schedule:** Management of Key Personnel

T2.2-05 **Evaluation Schedule:** Company Previous Experience

2.1.3 Stage Three: Preference Point System

- a) Specific Goals: Valid Evidence of Specific Goals (Preference Claim Form)
Requirements Stipulated in SBD6.1

2.1.4 Returnable Schedules:

General:

- T2.2-06 Authority to submit Tender
- T2.2-07 Record of addenda to tender documents
- T2.2-08 Letter of Good Standing
- T2.2-09 Risk Elements
- T2.2-10 Schedule of Proposed Subcontractors

2.1.5 Agreement and Commitment by Tenderer:

- T2.2-11 Non-Disclosure Agreement
- T2.2-12 RFP Declaration Form
- T2.2-13 RFP – Breach of Law
- T2.2-14 Certificate of Acquaintance
- T2.2-15 Service Provider Integrity Pact
- T2.2-16 Supplier Code of Conduct
- T2.2-17 Compulsory Enterprise Questionnaire
- T2.2-18 Domestic Prominent Influential Persons (DPIP) Or Foreign Prominent Public Officials (FPPO)
- T2.2-19 Agreement in terms of Protection of Personal Information Act (POPIA)

2.1.6 Bonds/Guarantees/Financial/Insurance:

- T2.2-20 Insurance provided by the Consultant
- T2.2-21 Form of Intent to provide a Performance Guarantee
- T2.2-22 Forecast Rate of Invoicing
- T2.2-23 Three (3) years audited Financial Statements

2.1.7 Transnet Vendor Registration Form:

- T2.2-24 Transnet Vendor Registration Form

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

T2.2-02: Eligibility Criteria Schedule - CIDB Grading Designation

Note to tenderers:

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

CRS Number	Status	Grading	Expiry Date

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 **4EP or 4ME or higher** class of construction work, are eligible to have their tenders evaluated.

b) Joint Venture (JV)

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

- i. every member of the joint venture is registered with the CIDB;
- ii. 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
- iii. 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 **4EP or 4ME 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 its signed joint venture agreement.

T2.2-03: Evaluation Schedule - Programme

Note to tenderers:

Programme (30 points)

The Tenderer has submitted a detailed Level 4 Gantt chart programme that sets out timelines for the project milestones, guides resource allocation, and help manage potential project risks to provide the required services. The proposed programme shall include but not limited to the following:

1. Programme structure

a) Level 4 Programme

The proposed programme is in Microsoft Project / Primavera, is clear and easy to understand and presented in Level 4 programme. The delivery dates for all key deliverables are realistic and achievable given the available resources and constraints. All the task durations and resources allocations are reasonable, and schedule considers potential project risks (time risk allowance).

b) Logical Sequence

The programme follows a logical sequence of tasks and activities with predecessor and successors clearly indicated. The order and timing of concept design and detail design tasks/ activities that will take place in order to provide the works is accurately identified and accounted for

c) Critical path

The programme clearly shows the critical path that highlights the most time-sensitive tasks/ activities.

d) Milestones and deliverables

The programme clearly identifies key project milestones and integrate into the programme. The milestone dates are realistic and aligned to the project objectives. The programme takes into account the dependencies between deliverables and quality requirements including interim approvals by the *Project Manager* and/or the *Employer*.

e) Time Risk Allowance

The programme must clearly demonstrate adequate provisions for Time Risk Allowance (TRA). Time Risk Allowances are not float, are owned by the Tenderer, can be included in the activity duration in the schedule in a code field or as an attachment.

2. Overall Duration

The overall programme shows the tenderer's ability to execute the works in terms of the Employers requirements within the required timeframe.

The scoring of the Programme will be as follows:

Points 30	Programme Structure (20 points)	Overall Programme Duration (10 points)
Points 0	Tenderer has not submitted a programme to evaluate, or their programme does not meet outlined requirements (a to e)	Tenderer has not submitted a programme to evaluate
Points 20	Tenderer has submitted a proposed programme that meets one (1) outlined requirement (a to e)	Project duration is 8 months and more.
Points 40	Tenderer has submitted a proposed programme that meets two (2) outlined requirements (a to e)	Project duration is more than 7 months but less than 8 months.
Points 60	Tenderer has submitted a proposed programme that meets three (3) outlined requirements (a to e)	Project duration is more than 6 months but less than or equal to 7 months
Points 80	Tenderer has submitted a proposed programme that meets four (4) outlined requirements (a to e)	Project duration is less than or equal to 6 months but more than 4 months
Points 100	Tenderer has submitted a proposed programme that meets five (5) or more outlined requirements (a to e)	Project duration is 4 months



T2.2-04: Evaluation Schedule - Key Personnel Qualifications, Experience and Registrations - 45 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 T2.2-02.

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 Construction Manager

- Construction Manager must as a minimum have a NQF Level 6 (National Diploma) qualification in the built environment.
- Registered as a Construction Project Manager (PrCPM - SACPCMP) and/or Project Management Professional (PMP - PMI) or any international registration body.
- Minimum five (5) years' relevant experience in construction management and/or site supervision in multi-disciplinary projects, including Electrical, Mechanical (HVAC and Fire) and structural works.

b) 1x Electrical Technician

- Electrical Technician must have as a minimum have a NQF Level 6 electrical engineering qualification.
- Valid Wireman's License and proof thereof
- Minimum five (5) years' experience in electrical works and issuing of Certificates of compliance (CoC's).



c) 1x Health and Safety Officer

- Health and Safety Officer must as a minimum have a Diploma in Safety Management or SAMTRAC or NEBOSH or modern accredited SHEQ risk management training course as a minimum qualification.
- Registered as a Health & Safety Officer with SACPMP and has submitted proof thereof.
- Minimum 5 years' relevant experience as a Health & Safety Officer in construction projects.

List of Key Persons assigned to the above disciplines

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

Attached submissions to this schedule:

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The scoring of the Management & CVs of Key Persons will be as follows:

Weight – 15 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 for the candidate will lead to a score of zero for both Qualification & Experience.</i>	Qualification (7 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 (8 points)	Tenderer has not submitted CV and/or less than 3 years relevant experience.	Greater than 3 years but less than 4 years' relevant experience in multi-disciplinary projects, including Electrical, Mechanical (HVAC and Fire) and structural works.	Greater than or equal to 4 years but less than 5 years relevant experience in multi-disciplinary projects including Electrical, Mechanical (HVAC and Fire) and structural works.	5 – 6 years relevant experience in multi-disciplinary projects including Electrical, Mechanical (HVAC and Fire) and structural works.	Greater than 6 years but less than 7 years relevant in multi-disciplinary projects experience including Electrical, Mechanical (HVAC and Fire) and structural works.	Greater than or equal to 7 years' relevant experience in multi-disciplinary projects including Electrical, Mechanical (HVAC and Fire) and structural works.

Weight – 15 points		Score 0	Score 20	Score 40	Score 60	Score 80	Score 100
Electrical Technician <i>Failure to submit proof of a valid Wireman's license for the candidate will lead to a score of zero for both Qualification & Experience.</i>	Qualification (7 points)	Tenderer has not submitted relevant qualifications / has submitted irrelevant qualifications.	NQF Level 4 and below qualification in Electrical engineering and proof thereof.	NQF Level 5 qualification in Electrical engineering and proof thereof.	NQF Level 6 qualification in Electrical engineering and proof thereof.	NQF Level 7 qualification in Electrical engineering and proof thereof.	NQF Level 8 or higher qualification in Electrical engineering and proof thereof.
	Experience (8 points)	Tenderer has not submitted CV and/or less than 3 years relevant experience.	Greater than or equal to 3 years but less than 4 years' relevant experience in Electrical engineering.	Greater than or equal to 4 years but less than 5 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 – 15 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 for the candidate will lead to a score of zero for both Qualification & Experience</i>	Qualification (7 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 (8 points)	Tenderer has not submitted CV and/or equal or less than 3 years Health and Safety Management experience in multi-disciplinary projects.	Greater than or equal to 3 years but less than 4 years' Health and Safety Management experience in multi-disciplinary projects.	Greater than or equal to 4 years but less than 5 years' Health and Safety Management experience in multi-disciplinary projects.	5 – 6 years Health and Safety Management experience in multi-disciplinary projects.	Greater than 6 years but less than 7 years' Health and Safety Management experience in multi-disciplinary projects	Greater than or equal to 7 years' Health and Safety Management experience in multi-disciplinary projects

Index of documentation attached to this schedule:

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

Points 25	Company Experience
Points 0	No references submitted and/or relevant experience for projects completed are not within the past 7 years
Points 20	Tenderer has submitted one (1) reference which match the relevant experience for projects completed within the past 7 years
Points 40	Tenderer has submitted two (2) references which match the relevant experience for projects completed within the past 7 years
Points 60	The tenderer has submitted three (3) references which match the relevant experience for projects completed within the past 7 years
Points 80	Tenderer has submitted four (4) to eight (8) references which match the relevant experience for projects completed within the past 7 years
Points 100	Tenderer has submitted five (5) and more references which match the relevant experience for projects completed within the past 7 years

2.1.3. Specific Goals

2.1.3 Specific Goals: Valid Evidence of Specific Goals (Preference Claim Form) Requirements Stipulated in SBD6.1

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. 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	<ul style="list-style-type: none"> • B-BBEE Certificate / Sworn - Affidavit / CIPC B-BBEE Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines
30% Black Women Owned Entities	<ul style="list-style-type: none"> • Certified copy of ID Documents of the Owners
EME or QSE 51% Black Owned Entities	<ul style="list-style-type: none"> • Audited Annual Financial • B-BBEE Certificate / Sworn - Affidavit / CIPC B-BBEE Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines

TO THIS SCHEDULE:

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2.1.4. Returnable Schedules: General

T2.2-06: Authority to submit a Tender.

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for his category of organisation or alternatively attach a certified copy of a company / organisation document which provides the same information for the relevant category as requested here.

A - COMPANY	B - PARTNERSHIP	C - JOINT VENTURE	D - SOLE PROPRIETOR
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

A. Certificate for Company

I, _____, chairperson of the board of directors of _____, hereby confirm that by resolution of the board taken on _____ (date), Mr/Ms _____, acting in the capacity of _____, was authorised to sign all documents in connection with this tender offer and any contract resulting from it on behalf of the company.

Signed _____ Date _____
 Name _____ Position _____ Chairman of the Board of Directors

B. Certificate for Partnership

We, the undersigned, being the **key partners** in the business trading as _____ hereby authorise Mr/Ms _____, acting in the capacity of _____, to sign all documents in connection with the tender offer for Contract _____ and any contract resulting from it on our behalf.

Name	Address	Signature	Date

NOTE: This certificate is to be completed and signed by the full number of Partners necessary to commit the Partnership. Attach additional pages if more space is required.



C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms _____
 _____, an authorised signatory of the company _____
 _____, acting in the capacity of lead partner, to sign all documents in connection with the tender offer for
 Contract _____ and any contract resulting from it on our behalf.

This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all the
 partners to the Joint Venture.

**Furthermore we attach to this Schedule a copy of the joint venture agreement which incorporates a
 statement that all partners are liable jointly and severally for the execution of the contract and that
 the lead partner is authorised to incur liabilities, receive instructions and payments and be responsible
 for the entire execution of the contract for and on behalf of any and all the partners.**

Name of firm	Address	Authorising signature, name (in caps) and capacity

D. Certificate for Sole Proprietor

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

Signed _____ Date _____

Name _____ Position Sole Proprietor

T2.2-07: Record of Addenda to Tender Documents

The tenderer hereby confirms that the following communications were received from the *Employer* before the submission of this tender offer, amending the tender documents and have been taken all the Addenda into account in this tender offer:

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

Attach additional pages if more space is required.

T2.2-10: Schedule of Proposed Sub-contractor

The tenderer is required to provide details of all the subconsultant that will be utilised in the execution of the works.

- If the tenderer intends to use sub-consultants' staff for evaluation purposes as one of the Key Persons identified in T2.02 Management and CVs of Key Persons, they may do so provided the sub-consultant's company details are listed and attached to this schedule.
- Tenderer to note that after award, any deviations from this list of proposed sub-contractors will be subject to acceptance by the *Project Manager* in terms of the Conditions of Contract.
- Tenderer to provide B-BBEE Certificates for all proposed sub- contractor listed above and attach it to this schedule.
- All agreements between the Main Contractor and Sub-Contractor must be attached to this schedule.

Provide information of the Sub-contractors below:

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

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



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

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

The *Contractor* must engage with the local municipal district/wards business forums business entities within the immediate surroundings of the Site/Working Area to maximise business opportunities to satisfy the above requirements. This is to ensure any possible risk pertaining to local business forums are mitigated by the *Contractor* through demonstrating evidence to local business forums when enquired during the execution of the contract.

If support is required Simon.Malindi@transnet.net can be contacted for assistance with regards to local business forums/companies/communities.

Specialist *Sub-contractor* listed on this list will be taken into consideration when evaluating Previous Experience.

If the tenderer intends to use sub- *contractor's* staff for evaluation purposes as one of the Key Persons identified in T2.2-04 Pre-qualification Schedule: Key Personnel, they may do so provided the sub- consultants company details are listed and attached to this schedule.

If the specialist *Sub-contractors* are not included on this list, together with the agreements between the sub-contractor and Main *Contractor* The Specialist *Sub-consultants'* experiences will not be taken into consideration.

T2.2-11: NON-DISCLOSURE AGREEMENT

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

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

TRANSNET SOC LTD

(Registration No. 1990/000900/30), a company incorporated and existing under the laws of South Africa, having its principal place of business at Transnet Corporate Centre 96 Rissik Street, Braamfontein, Johannesburg, Gauteng, 2017

and

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

WHEREAS

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

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

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



otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:

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

2. CONFIDENTIAL INFORMATION

- 2.1 All Confidential Information given by one party to this Agreement [the **Disclosing Party**] to the other party [the **Receiving Party**] will be treated by the Receiving Party as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose [whether in writing or orally or in any other manner] Confidential Information to any other person other than in accordance with the terms of this Agreement.
- 2.2 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Tender or for the subsequent performance of any contract between the parties in relation to the Tender.
- 2.3 Notwithstanding clause 2.1 above, the Receiving Party may disclose Confidential Information:



- 2.3.1 to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 above, provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or
- 2.3.2 to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.4 below.
- 2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.3.2 above, it shall promptly notify the Disclosing Party and cooperate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.
- 2.5 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps [including the institution of legal proceedings] as shall be necessary to remedy [if capable of remedy] the default and/or to prevent further unauthorised copying, disclosure or use.
- 2.6 All Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights, including intellectual property rights over the Confidential Information whatsoever, beyond those contained in this Agreement.

3. RECORDS AND RETURN OF INFORMATION

- 3.1 The Receiving Party agrees to ensure proper and secure storage of all Information and any copies thereof.
- 3.2 The Receiving Party shall keep a written record, to be supplied to the Disclosing Party upon request, of the Confidential Information provided and any copies made thereof and so far, as is reasonably practicable, of the location of such Confidential Information and any copies thereof.
- 3.3 The Company shall, within 7 [seven] days of receipt of a written demand from Transnet:
- 3.3.1 return all written Confidential Information [including all copies]; and



3.3.2 expunge or destroy any Confidential Information from any computer, word processor or other device whatsoever into which it was copied, read or programmed by the Company or on its behalf.

3.4 The Company shall on request supply a certificate signed by a director as to its full compliance with the requirements of clause 3.3.2 above.

4. ANNOUNCEMENTS

4.1 Neither party will make or permit to be made any announcement or disclosure of its prospective interest in the Tender without the prior written consent of the other party.

4.2 Neither party shall make use of the other party's name, or any information acquired through its dealings with the other party for publicity or marketing purposes without the prior written consent of the other party.

5. DURATION

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

6. PRINCIPAL

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

7. ADEQUACY OF DAMAGES

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

8. PRIVACY AND DATA PROTECTION

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

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

9. GENERAL

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

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

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

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

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

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

Signed	_____	Date	_____
Name	_____	Position	_____
Tenderer	_____		

T2.2-12: TENDER DECLARATION FORM

NAME OF COMPANY:

We _____ do
hereby certify that:

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

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

Indicate nature of relationship with Transnet:

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

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

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

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

IMPORTANT NOTICE TO RESPONDENTS

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

T2.2-13: REQUEST FOR PROPOSAL – BREACH OF LAW

NAME OF COMPANY: _____

I / We _____ do hereby certify that

I/we have/have not been found guilty during the preceding 5 (five) years of a serious breach of law,

including but not limited to a breach of the Competition Act, 89 of 1998, by a court of law, tribunal or other administrative body. The type of breach that the Tenderer is required to disclose excludes relatively minor offences or misdemeanours, e.g. traffic offences.

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

NATURE OF BREACH: _____

DATE OF BREACH: _____

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

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDER

T2.2-14: Certificate of Acquaintance with Tender Documents

NAME OF TENDERING ENTITY:

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



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

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDERER

T2.2-15: Service Provider Integrity Pact

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

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

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

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

PREAMBLE

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

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

The general purpose of this Integrity Pact is to agree on avoiding all forms of dishonesty, fraud and corruption by following a system that is fair, transparent and free from any undue influence prior to, during and subsequent to the currency of any procurement and/or reverse logistics event and any further contract to be entered into between the Parties, relating to such event. All Tenderers/Service Providers/Contractor's will be required to sign and comply with undertakings contained in this Integrity Pact, should they want to be registered as a Transnet vendor.

1 OBJECTIVES

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

2 COMMITMENTS OF TRANSNET

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

- 2.1 Transnet hereby undertakes that no employee of Transnet connected directly or indirectly with the sourcing event and ensuing contract, will demand, take a promise for or accept directly or through intermediaries any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Tenderer, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the tendering process, Tender evaluation, contracting or implementation process related to any contract.
- 2.2 Transnet will, during the registration and tendering process treat all Tenderers/Service Providers/Contractor with equity, transparency and fairness. Transnet will in particular, before and during the registration process, provide to all Tenderers/Service Providers/Contractors the same information and will not provide to any Tenderers/Service Providers/Contractors confidential/additional information through which the Tenderers/Service Providers/Contractors could obtain an advantage in relation to any tendering process.
- 2.3 Transnet further confirms that its employees will not favour any prospective Tenderers/Service Providers/Contractors in any form that could afford an undue advantage to a particular Tenderer during the tendering stage and will further treat all Tenderers/Service Providers/Contractors participating in the tendering process in a fair manner.
- 2.4 Transnet will exclude from the tender process such employees who have any personal interest in the Tenderers/Service Providers/Contractors participating in the tendering process.

3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

- 3.1 Transnet has a '**Zero Gifts**' Policy. No employee is allowed to accept gifts, favours, or benefits.
 - a) Transnet officials and employees **shall not** solicit, give or accept, or from agreeing to solicit, give, accept or receive directly or indirectly, any gift, gratuity, favour, entertainment, loan, or anything of monetary value, from any



person or juridical entities in the course of official duties or in connection with any operation being managed by, or any transaction which may be affected by the functions of their office.

- b) Transnet officials and employees **shall not** solicit or accept gifts of any kind, from vendors, suppliers, customers, potential employees, potential vendors, and suppliers, or any other individual or organisation irrespective of the value.
 - c) Under **no circumstances** should gifts, business courtesies or hospitality packages be accepted from or given to prospective suppliers participating in a tender process at the respective employee's Operating Division, regardless of retail value.
 - d) Gratuities, bribes or kickbacks of any kind must never be solicited, accepted or offered, either directly or indirectly. This includes money, loans, equity, special privileges, personal favours, benefit or services. Such favours will be considered to constitute corruption.
- 3.2 The Tenderer/Service Provider/Contractor commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Tender or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Tenderer/Service Provider/Contractor commits to the following:
- a) The Tenderer/Service Provider/Contractor will not, directly or through any other person or firm, offer, promise or give to Transnet or to any of Transnet's employees involved in the tendering process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the tendering process; and
 - b) The Tenderer/Service Provider/Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Transnet, connected directly or indirectly with the tendering process, or to any person, organisation or third party related to the contract in exchange for any advantage in the tendering, evaluation, contracting and implementation of the contract.
- 3.3 The Tenderer/Service Provider/Contractor will not collude with other parties interested in the contract to preclude a competitive Tender price, impair the



transparency, fairness and progress of the tendering process, Tender evaluation, contracting and implementation of the contract. The Tenderer / Service Provider further commits itself to delivering against all agreed upon conditions as stipulated within the contract.

- 3.4 The Tenderer/Service Provider/Contractor will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Tenderers/Service Providers/Contractors. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the tendering process.
- 3.5 The Tenderer/Service Provider/Contractor will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Tenderer/Service Provider/Contractor will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 3.6 A Tenderer/Service Provider/Contractor of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or tendering process. Similarly, the Tenderer / Service Provider / Contractor of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or tendering process.
- 3.7 The Tenderer/Service Provider/Contractor will not misrepresent facts or furnish false or forged documents or information in order to influence the tendering process to the advantage of the Tenderer/Service Provider/Contractor or detriment of Transnet or other competitors.
- 3.8 Transnet may require the Tenderer/Service Provider/Contractor to furnish Transnet with a copy of its code of conduct. Such code of conduct must address the compliance programme for the implementation of the code of conduct and reject the use of bribes and other dishonest and unethical conduct.
- 3.9 The Tenderer/Service Provider/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.



3.10 The Tenderer/Service Provider/Contractor confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human Rights, Labour, Anti-Corruption and the Environment when undertaking business with Transnet as follows:

a) Human Rights

- Principle 1: Businesses should support and respect the protection of internationally proclaimed human rights; and
- Principle 2: make sure that they are not complicit in human rights abuses.

b) Labour

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

c) Environment

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

d) Anti-Corruption

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

4 INDEPENDENT TENDERING

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

- a) has been requested to submit a Tender in response to this Tender invitation;

- b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
 - c) provides the same Goods and Services as the Tenderer and/or is in the same line of business as the Tenderer.
- 4.2 The Tenderer has arrived at his submitted Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium will not be construed as collusive tendering.
- 4.3 In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- a) prices;
 - b) geographical area where Goods or Services will be rendered [market allocation];
 - c) methods, factors, or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a Tender;
 - e) the submission of a Tender which does not meet the specifications and conditions of the RFP; or
 - f) tendering with the intention of not winning the Tender.
- 4.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Goods or Services to which his/her tender relates.
- 4.5 The terms of the Tender as submitted have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.
- 4.6 Tenderers are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Tenders and contracts, Tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [**NPA**] for criminal investigation and/or may be restricted from conducting business with the public sector for a period not



exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

5 DISQUALIFICATION FROM TENDERING PROCESS

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



Transnet may at its own discretion revoke the exclusion or suspend the imposed penalty.

6 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

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

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



existing company where such person(s) acquires a controlling stake may be considered for blacklisting. The decision to extend the blacklist to associated companies will be at the sole discretion of Transnet.

7 PREVIOUS TRANSGRESSIONS

7.1 The Tenderer/Service Provider/Contractor hereby declares that no previous transgressions resulting in a serious breach of any law, including but not limited to, corruption, fraud, theft, extortion and contraventions of the Competition Act 89 of 1998, which occurred in the last 5 (five) years with any other public sector undertaking, government department or private sector company that could justify its exclusion from its registration on the Tenderer's/Service Provider's/Contractor's database or any tendering process.

7.2 If it is found to be that the Tenderer/Service Provider/Contractor made an incorrect statement on this subject, the Tenderer/Service Provider/Contractor can be rejected from the registration process or removed from the Tenderer/ Service Provider/Contractor database, if already registered, for such reason (refer to the Breach of Law Returnable Form contained in the document.)

8 SANCTIONS FOR VIOLATIONS

8.1 Transnet shall also take all or any one of the following actions, wherever required to:

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

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

9 CONFLICTS OF INTEREST

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

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

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

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

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

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

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

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

10 DISPUTE RESOLUTION

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

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

11 GENERAL

- 11.1 This Integrity Pact is governed by and interpreted in accordance with the laws of the Republic of South Africa.
- 11.2 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the law relating to any civil or criminal proceedings.
- 11.3 The validity of this Integrity Pact shall cover all the tendering processes and will be valid for an indefinite period unless cancelled by either Party.
- 11.4 Should one or several provisions of this Integrity Pact turn out to be invalid the remainder of this Integrity Pact remains valid.

11.5 Should a Tenderer/Service Provider/Contractor be confronted with dishonest, fraudulent or corruptive behaviour of one or more Transnet employees, Transnet expects its Tenderer/Service Provider/Contractor to report this behaviour directly to a senior Transnet official/employee or alternatively by using Transnet’s “Tip-Off Anonymous” hotline number 0800 003 056, whereby your confidentiality is guaranteed.

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

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

Signature

Date

T2.2-16: Supplier Code of Conduct

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

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

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

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

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

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

- Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with, and payments to, our suppliers.
- Employees must not accept or request money or anything of value, directly or indirectly, from suppliers.
- Employees may not receive anything that is calculated to:
 - Illegally influence their judgement or conduct or to ensure the desired outcome of a sourcing activity;
 - Win or retain business or to influence any act or decision of any person involved in sourcing decisions; or
 - Gain an improper advantage.
- There may be times when a supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our Suppliers to use our "Tip-offs Anonymous" Hot line to report these acts. (0800 003 056).



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

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

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

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

Conflicts of Interest

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

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

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

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

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

Signed this on day _____ at _____

Signature

T2.2-17: ANNEX G Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

In the case of a Joint Venture, separate enterprise questionnaires in respect of each

partner/member must be completed and submitted.

Section 1: Name of enterprise: _____

Section 2: VAT registration number, if any: _____

Section 3: CIDB registration number, if any: _____

Section 4: CSD number: _____

Section 5: Particulars of sole proprietors and partners in partnerships

Name	Identity number	Personal income tax number

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

Section 6: Particulars of companies and close corporations

Company registration number _____

Close corporation number _____

Tax reference number: _____

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

Section 8: The attached SBD6.1 must be completed for each tender and be attached as a requirement.

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

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

Signed	_____	Date	_____
Name	_____	Position	_____
Enterprise name	_____		



PREFERENCE POINTS CLAIM FORM

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

1. GENERAL CONDITIONS

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

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

1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 or 90/10 preference point system shall be applicable. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.

1.3 Preference points for this bid shall be awarded for:

- (a) Price;
- (b) B-BBEE Status Level of Contributor; and
- (c) Any other specific goal determined in the Transnet preferential procurement policy

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

DESCRIPTION	Number of points	
PRICE	80	90
B-BBEE Status Level of Contributor 1 or 2	04	02
30% Black Women Owned Entities	06	03
EME or QSE 51% 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	

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

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated



or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 or 90/10 PREFERENCE POINT SYSTEMS

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

$$P_s = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) \text{ or } P_s = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{min} = Comparative price of lowest acceptable bid

4. EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS

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

Specific Goals	Acceptable Evidence
B-BBEE Status 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
30% Black Women Owned Entities	Certified copy of ID Documents of the Owners
EME or QSE 51% Black Owned	<ul style="list-style-type: none"> Audited Annual Financial B-BBEE Certificate / Sworn - Affidavit / CIPC B-BBEE Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines

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

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



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

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

5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contributor 1 or 2: =(maximum of 3 points)
- B-BBEE Status Level of Contributor 1 or 2: =(maximum of 5 points)

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

7. SUB-CONTRACTING

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

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

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

WITNESSES
1.
2.

.....
SIGNATURE(S) OF BIDDERS(S)
DATE:
ADDRESS

BIDDER'S DISCLOSURE (SBD 4)

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

2.2.1 If so, furnish particulars:

.....
.....

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

YES/NO

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read, and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

T2.2-18: Domestic Prominent Influential Persons (DPIP) Or Foreign Prominent Public Officials (FPPO)

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

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

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

The below form contains personal information as defined in the Protection of Personal Information Act, 2013 (the "Act"). By completing the form, the signatory consents to the processing of her/his personal information in accordance with the requirements of the Act. Consent cannot unreasonably be withheld.

Is the Respondent
 (Complete with a "Yes" or "No")

A DPIP/FPPO		Closely Related to a DPIP/FPPO		Closely Associated to a DPIP / FPPO	
--------------------	--	---------------------------------------	--	--	--

List all known business interests, in which a DPIP/FPPO may have a direct/indirect interest or significant participation or involvement.

No	Name of Entity / Business	Role in the entity /Business (Nature of interest / Participation)	Shareholding %	Registration Number	Status (Mark the applicable option with an X)	
					Active	Non-Active
1						
2						
3						

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

2. SERVICE LEVELS

2.1 Transnet reserves the right to request that any member of the Service provider's team involved on the Transnet account be replaced if deemed not to be adding value for Transnet.

2.2 The Service provider guarantees that it will achieve a 95% [ninety-five per cent] service level on the following measures:

- a) Random checks on compliance with quality/quantity/specifications
- b) On-time delivery

2.3 The Service provider must provide a telephone number for customer service calls.

2.4 Failure of the Service provider to comply with stated service level requirements will give Transnet the right to cancel the contract in whole, without penalty to Transnet, giving 30 [thirty] calendar days' notice to the Service provider of its intention to do so.

Acceptance of Service Levels:

YES	
-----	--

NO	
----	--

T2.2-19: Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")

1. PREAMBLE AND INTRODUCTION

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

2. PROTECTION OF PERSONAL INFORMATION

- 2.1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No. of 2013 "(POPIA)":
consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.
- 2.2. The Operator will process all information by the Transnet in terms of the requirements contemplated in Section 4(1) of the POPIA:

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

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

- 2.5. In terms of this Agreement, the Operator acknowledges that it will obtain and have access to personal information of Transnet and the information of a third party and agrees that it shall only process the information disclosed by Transnet in terms of this Agreement and only for the purposes as detailed in this Agreement and in accordance with any applicable law.
- 2.6. Should there be a need for the Operator to process the personal information and the information of a third party in a way that is not agreed to in this Agreement, the Operator must request consent from Transnet to the processing of its personal information or and the information of a third party in a manner other than that it was collected for, which consent cannot be unreasonably withheld.
- 2.7. Furthermore, the Operator will not otherwise modify, amend or alter any personal information and the information of a third party submitted by Transnet or disclose or permit the disclosure of any personal information and the information of a third party to any third party without prior written consent from Transnet.
- 2.8. The Operator shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be shared or accessed pursuant to the services offered to Transnet in terms of this Agreement (physically, through a computer or any other form of electronic communication).
- 2.9. The Operator shall notify Transnet in writing of any unauthorised access to personal information and the information of a third party, cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Operator must inform Transnet of the breach as soon as it has occurred to allow Transnet to take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and the information of a third party and to restore the integrity of the affected personal information as quickly as is possible.
- 2.10. Transnet may, in writing, request the Operator to confirm and/or make available any personal information and the information of a third party in its possession in relation to Transnet and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA.

2.11. Transnet may further request that the Operator correct, delete, destroy, withdraw consent or object to the processing of any personal information and the information of a third party relating to the Transnet or a third party in the Operator's possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations .

2.12. In signing this addendum that is in terms of the POPIA, the Operator hereby agrees that it has adequate measures in place to provide protection of the personal information and the information of a third party given to it by Transnet in line with the 8 conditions of the POPIA and that it will provide to Transnet satisfactory evidence of these measures whenever called upon to do so by Transnet.

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

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

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

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

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

3. SOLE AGREEMENT

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

Signed at _____ on this _____ day of _____ 202

Name: _____

Title: _____

Signature: _____

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

Authorised signatory for and on behalf of

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

who warrants that he/she is duly authorised to sign this Agreement.

AS WITNESSES:

1. Name: _____

Signature: _____

2. Name: _____

Signature: _____

T2.2-20: Insurance provided by the Contractor

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

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

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

1 April 2025

To Whom It May Concern,

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

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

INSURED: Transnet (SOC) Limited
PERIOD: 1 April 2025 to 31 March 2026 (Both days inclusive)
DIVISION: Transnet Freight Rail, Transnet Engineering, Transnet Properties, Transnet Pipelines, Transnet National Ports Authority and Transnet Port Terminals
THE INSURED'S VAT NO: 4720103177
THE INSURED'S COMPANY REGISTRATION NO: 1990/000900/30
POSTAL ADDRESS (Head Office) Carlton Centre, 150 Commissioner Street, Johannesburg, 2001

CONTRACT WORKS INSURANCE

Cover Provided : Contract Works - Physical loss or damage to the Property Insured which being materials, plant and other things for incorporation into the permanent works.
Insurer : Mirabilis (Santam Limited)
Policy Number : MZAR35023-CAR
The Contract Site : Any location within the Territorial Limits upon which The Insured Contract is to be executed or carried out as more fully defined in The Insured Contract documents together with so much of the surrounding area as may be required or designated for the performance of The Insured Contract.
Territorial Limits : The Republic of South Africa.
Additional Co-Insureds:
The Contractor: All Contractors undertaking work in connection with The Insured Contract including the Employer to the extent that the Employer undertakes work in connection with The Insured Contract;
Sub-Contractors: All Sub-Contractors employed by the Contractor and all other Sub- Contractors (whether nominated or otherwise) engaged in fulfilment of The Insured Contract; and to the extent required by any contract or agreement; transporters, suppliers, manufacturers, vendors, other persons, persons providing storage facilities, plant

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

**Provincial & Government:
Insured Contracts :**

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

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

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

Definitions

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

apply to pre-fabrication works on land associated with an Off-Shore Contract.

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

Testing Period: 120 Days not consecutive.

Maintenance Period : 12 Months

Main Policy Extensions :

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

- Public Relationship Costs - Limited to a maximum of R1,000,000. ☑ Records - Limited to a maximum of R2,000,000.
- Removal to Gain Access - Limited to a maximum of R20,000,000
- Road Reserve and Servitude Extensions - Limited to a maximum of R10,000,000

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

Main Policy Exclusions :

- War
- Nuclear Energy Risks
- Terrorism
- Computer Loss General Exception
- DE4 (All types of Works) for defective material workmanship design plan or specification.
- LEG 3 (Mechanical or Electrical Engineering Works only) for defective material workmanship design plan or specification. Limited to maximum of 10% of the total estimated contract value in the aggregate.
- Loss or damage arising during air transit or any ocean voyage or whilst in storage thereafter.
- Occurring during any defects/maintenance period unless cause occurred prior to such defects/maintenance period
- Disappearance or by shortage revealed during routine inventory or periodic stocktaking.
- Consequential loss of whatsoever nature.
- Normal wear and tear, normal atmospheric conditions, rust, erosion, corrosion or oxidisation.
- Due to its own explosion breakdown or derangement occurring after the Testing Period which has operated under load conditions.
- Second hand property due to its own electrical or mechanical breakdown or explosion.
- Cyber and Data
- Beneficial Occupation – 12 months
- Risk Mitigation – Safety Measures with Respect to Precipitation, Flood and Inundation – 10 years return period

Deductibles:

In respect of loss or damage:

Major Perils shall mean damage caused by storm, rain, tempest, wind, flood, theft, malicious damage, subsidence, collapse, earthquake, testing or commissioning and

the consequences of defective design, specification, materials or workmanship (DE4).

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

Contracts with a contract value :	Major perils	Minor perils
0 to R100,000,000	R25,000	R15,000
R100,000,001 to R250,000,000	R50,000	R15,000
R250,000,001 to R500,000,000	R100,000	R25,000
R500,000,001 to R1,000,000,000	R150,000	R25,000

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

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

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

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

PUBLIC LIABILITY

Cover Provided :

Contract Works Public Liability – cover the Insured’s legal liability in respect of loss or damage or injury to third parties arising out of work performed in respect of the Insured Contracts.

Insurer :

Stalker Hutchinson (Santam Limited)

Policy Number:

6000/132335

Territorial Limits :

The Republic of South Africa.

Insured Contracts:

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

- a) Contracts which at award stage have a value in excess of R 1,000,000,000.
- b) Contracts with an estimated construction period at award exceeding 48 months but 60 months in respect of contracts awarded prior to 1 April 2020 for rail maintenance contracts For Transnet Freight & Rail and for Transnet Pipeline’s logistical support for inline inspections and identification of defects in respect of Transnet’s pipeline assets (all excluding Defects Liability/Maintenance period).

- c) Contracts with a Contractual Defects Liability Maintenance Period exceeding 24 months.
- d) Contracts involving construction or erection of petrochemical manufacturing plant(s) but this exclusion shall not apply to pipelines and other associated works undertaken by or on behalf of the Insured.
- e) Contracts in or on any aircraft.

- f) Off-shore contracts - "Off-shore contracts" means all works and installations in the sea or on the seabed and do not constitute normal Wet Risk Contracts like harbours, moles, bridges, wharves or sewage or cooling water intake or outlet facilities, piers, marinas, causeways, breakwaters, jetties, dry docks and offshore pipelines when connected directly to onshore facilities and canal developments. "Off-Shore contracts" shall include oilrigs and oil platforms.

Policy Limits:

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

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

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

General Policy Exclusions :

The policy does not cover:-

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

PROFESSIONAL INDEMNITY

Cover Provided :

Professional Indemnity

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

Insurer :

Stalker Hutchinson (Santam Limited)

Policy Number:

6000/132337

Jurisdiction :

Worldwide excluding North America

Insured Contracts: All contracts (including any undertaking awarded or commenced prior to inception of the period of Insurance) involving design, construction, performance testing and commissioning in respect of the works and shall include capital expenditure, upgrade, modification, maintenance or overhaul, refurbishment, renovation,

Authorised Financial Services Provider
Registration in South Africa Number 2013/150155/07
Authorized FSP Licence Number 44889

retrofitting or alterations and additions to existing facilities undertaken by the Insured or other Insured Parties acting on their behalf but **Excluding**:

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

Limit Of Indemnity:

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

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

Policy Extension
Limits Of Indemnity:

Claims Preparation Costs - *R7,500,000 in the aggregate during the policy period of insurance.

Loss of Documents - *R2,000,000 in the aggregate during the policy period of insurance.

Statutory Defence Costs - *R5,000,000 in the aggregate during the policy period of insurance.

Defamation - *R5,000,000 in the aggregate during the policy period of insurance.

Infringement of Copyright - *R5,000,000 in the aggregate during the policy period of insurance.

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

Deductibles:

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

Policy Special Conditions :

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

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

Policy Main Exclusions:

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

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

Maksure Place, Waterfall Point
Cnr Waterfall & Woodmead Drive
Waterfall City, 2090
Johannesburg South Africa
Tel +27 11 805 0086
Fax 086 762 7356
Email info@maksure.co.za
Web www.maksure.co.za



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

Langa Sigodi

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

Account Executive: Corporate and Global Markets

Authorised Financial Services Provider

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

T2.2-21: Form of Intent to Provide a Performance Guarantee

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

Name of Guarantor

(Bank/Insurer)

Address

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

Signed

Name

Capacity

On behalf of (name of
tenderer)

Date

Confirmed by Guarantor's Authorised Representative

Signature(s)

Name (print)

Capacity

On behalf of Guarantor
(Bank/insurer)

Date

T2.2-22: Forecast Rate of Invoicing

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

<p>Index of documentation attached to this schedule:</p> <p>.....</p>
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T2.2-23: Three (3) years audited financial statements

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

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

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.....

.....

.....

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.....

.....

.....

.....

Contractor:

Date of audited financial statement	Total Revenue for year
	R
	R
	R

Contractor:

Date of audited financial statement	Total Revenue for year
	R
	R
	R

Contractor:

Date of audited financial statement	Total Revenue for year
	R
	R
	R

Proposed Sub-contractor 1:

Date of audited financial statement	Total Revenue for year
	R
	R
	R

Proposed Sub-contractor 2:

Date of audited financial statement	Total Revenue for year
	R
	R
	R

Proposed Sub-contractor 3:

Date of audited financial statement	Total Revenue for year
	R
	R
	R

Proposed Sub-contractor 4:

Date of audited financial statement	Total Revenue for year
	R
	R
	R

Proposed Sub-contractor 5:

Date of audited financial statement	Total Revenue for year
	R
	R
	R

Proposed Sub-contractor 6:

Date of audited financial statement	Total Revenue for year
	R
	R
	R

Proposed Sub-contractor 7:

Date of audited financial statement	Total Revenue for year
	R
	R
	R

Proposed Sub-contractor 8:

Date of audited financial statement	Total Revenue for year
	R
	R
	R

Proposed Sub-contractor 9:

Date of audited financial statement	Total Revenue for year
	R
	R
	R



T2.2-24: Supplier Declaration Form

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

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

General Terms and Conditions:

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

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

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

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



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

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

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

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

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

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

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

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

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



6. It is in line with PPPFA Regulations, only valid B-BBEE status level certificate issued by an unauthorised body or person OR a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice, OR any other requirement prescribed in terms of the Broad- Based Black Economic Empowerment Act.
7. The B-BBEE Commission advises entities and organs of state to reject B-BBEE certificates that have been issued by verification agencies or professionals who are not accredited by South African National Accreditation Systems ("SANAS) as such B-BBEE certificates are invalid for lack of authority and mandate to issue them. A list of SANAS Accredited agencies is available on the SANAS website at www.sanas.co.za.
8. Presenting banking details. Please note: Banks have decided to enable the customers and provide the ability for customers to generate Account Confirmation/Bank Account letters via their online platform; this is a digital approach to the authentication of banking details.



SUPPLIER DECLARATION FORM

Supplier Declaration Form

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

CSD Number (MAAA xxxxxxx):	
----------------------------	--

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

Did your company previously operate under another name?	Yes		No	
---	-----	--	----	--

If **YES** state, the previous details below:

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

Your Current Company's VAT Registration Status

VAT Registration Number	
-------------------------	--

If Exempted from VAT registration , state reason and submit proof from SARS in confirming the exemption status	
---	--

If your business entity is not VAT Registered, please submit a current original sworn affidavit (see example in Appendix I). Your Non VAT Registration must be confirmed annually.

Company Banking Details	Bank Name	
Universal Branch Code	Bank Account Number	



Company Physical Address		Code	
Company Postal Address		Code	
Company Telephone number			
Company Fax Number			
Company E-Mail Address			
Company Website Address			
Company Contact Person Name			
Designation			
Telephone			
Email			

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

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

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

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

- Large Enterprise and QSEs with less than 51% black ownership need to obtain a B-BBEE certificate and detailed scorecard from an accredited rating agency;
- EMEs and QSEs with at least 51% black ownership may provide an affidavit using the templates provided in Appendix C and D respectively;
- Black Disabled person(s) ownership will only be accepted if accompanied with a certified letter signed by a physician on the physician's letterhead confirming the disability;
- A certified South African identification document will be required for all Black Youth Ownership.



Supplier Development Information Required	
EMPOWERING SUPPLIER An Empowering Supplier is a B-BBEE compliant Entity which complies with at least three criteria if it is a large Entity, or one criterion if it is a Qualifying Small Enterprise ("QSE"), as detailed in Statement 400 of the New Codes. In terms of the requirements of an Empowering Supplier, numerous companies found it challenging to meet the target of 25% transformation of raw materials or beneficiation including local manufacturing, particularly so, if these companies imported goods or products from offshore. The matter was further compounded by the requirement for 25% of Cost of Sales, excluding labour cost and depreciation, to be procured from local producers or suppliers.	YES <input type="radio"/> NO <input type="radio"/>
FIRST TIME SUPPLIER A supplier that we haven't as yet Traded within Transnet and will be registered via our database for the 1 st time.	YES <input type="radio"/> NO <input type="radio"/>

SUPPLIER DEVELOPMENT PLAN Supplier Development Plan is a plan that when we as Transnet award a supplier a long term contract depending on the complexity of the Transaction. We will negotiate supplier development obligations that they must meet throughout the contract duration. e.g. we might request that they (create jobs or do skills development or encourage procurement from designated groups. (BWO, BYO & BDO etc.).	YES <input type="radio"/> NO <input type="radio"/>
DEVELOPMENT PLAN DOCUMENT Agreed plan that will be crafted with the supplier in regard to their development (It could be for ED OR SD in terms of their developmental needs they may require with the company.	YES <input type="radio"/> NO <input type="radio"/> *If Yes- Attach supporting documents
ENTERPRISE DEVELOPMENT BENEFICIARY A supplier that is not as yet in our value chain that we are assisting in their developmental area.	YES <input type="radio"/> NO <input type="radio"/>
SUPPLIER DEVELOPMENT BENEFICIARY A supplier that we are already doing business with or transacting with and we are also assisting them assisting them in their developmental area e.g. (They might require training or financial assistance etc.)	YES <input type="radio"/> NO <input type="radio"/>
GRADUATION FROM ED TO SD BENEFICIARY When a supplier that we assisted with as an ED beneficiary then gets awarded a business and we start Transacting with.	YES <input type="radio"/> NO <input type="radio"/>



TRANSNET NATIONAL PORTS AUTHORITY
 ENQUIRY NUMBER: TNPA/2026/02/0153/1521/RFP
 DESCRIPTION OF TENDER: APPOINTMENT OF A CONTRACTOR TO UNDERTAKE THE ELECTRICAL, MECHANICAL AND STRUCTURAL WORKS FOR BUILDING B2/455 INCLUDING ANCILLARY WORKS AT THE OLD I & J SITE IN THE PORT OF DURBAN FOR A PERIOD OF SIX (6) MONTHS.

ENTERPRISE DEVELOPMENT RECIPIENT	YES <input type="radio"/> NO <input type="radio"/>
A supplier that isn't in our value chain as yet, but we have assisted them with an ED intervention	

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

Name and Surname		Designation	
Signature		Date	



APPENDIX B

Affidavit or Solemn Declaration as to VAT registration status

Affidavit or Solemn Declaration

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

Signature: _____

Designation: _____

Date: _____

Commissioner of Oaths

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

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

 Commissioner of Oaths



APPENDIX C

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.

2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

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



	<p>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</p> <p>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;</p> <p>(c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;</p> <p>(d) Black people living in rural and underdeveloped areas;</p> <p>(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”</p>
--	--

3. I hereby declare under Oath that:

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



- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

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

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

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

Deponent Signature

.....

Date

Commissioner of Oaths
 Signature & stamp



APPENDIX D

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE – GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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



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

3. I hereby declare under Oath that:

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



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

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

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

Deponent Signature

Date

Commissioner of Oaths

Signature & stamp



VENDOR REGISTRATION DOCUMENTS CHECKLIST

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

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

REGULATIONS GOVERNING THE ADMINISTERING OF AN OATH OR AFFIRMATION

Act

Published under

GN R1258 in GG 3619 of 21 July 1972
as amended by

GN 1648 in GG 5716 of 19 August 1977
GN R1428 in GG 7119 of 11 July 1980
GN R774 in GG 8169 of 23 April 1982

The State President has, in terms of section 10 of the Justices of the Peace and Commissioners of Oaths Act, 1963 (Act 16 of 1963), been pleased to make the following regulations:

1 (1) An oath is administered by causing the deponent to utter the following words: 'I swear that the contents of this declaration are true, so help me God'.

(2) An affirmation is administered by causing the deponent to utter the following words: 'I truly affirm that the contents of this declaration are true'.

2 (1) Before a commissioner of oaths administers to any person the oath or affirmation prescribed by regulation 1 he shall ask the deponent-

- (a) whether he knows and understands the contents of the declaration;
- (b) whether he has any objection to taking the prescribed oath; and
- (c) whether he considers the prescribed oath to be binding on his conscience.

(2) If the deponent acknowledges that he knows and understands the contents of the declaration and informs the commissioner of oaths that he does not have any objection to taking the oath and that he considers it to be binding on his conscience the commissioner of oaths shall administer the oath prescribed by regulation 1(1).

(3) If the deponent acknowledges that he knows and understands the contents of the declaration but objects to taking the oath or informs the commissioner of oaths that he does not consider the oath to be binding on his conscience the commissioner of oaths shall administer the affirmation prescribed by regulation 1 (2).

3 (1) The deponent shall sign the declaration in the presence of the commissioner of oaths.

(2) If the deponent cannot write he shall in the presence of the commissioner of oaths affix his mark at the foot of the declaration: Provided that if the commissioner of oaths has any doubt as to the deponent's inability to write he shall require such inability to be certified at the foot of the declaration by some other trustworthy person.

4 (1) Below the deponent's signature or mark the commissioner of oaths shall certify that the deponent has acknowledged that he knows and understands the contents of the declaration and he shall state the manner, place and date of taking the declaration.

(2) The commissioner of oaths shall-

- (a) sign the declaration and print his full name and business address below his signature; and
- (b) state his designation and the area for which he holds his appointment or the office held by him if he holds his appointment *ex officio*.

[Subreg. (2) substituted by GN 1648 of 19 August 1977]

5

[Reg. 5 deleted by GN R774 of 23 April 1982]

6 A commissioner of oaths shall not charge any fee for administering any oath or affirmation or attesting any declaration.

7 (1) A commissioner of oaths shall not administer an oath or affirmation relating to matter in which he has interest.

(2) Subregulation (1) shall not apply to an affidavit or a declaration mentioned in the Schedule.

8 Government Notice R1206, dated 15 December 1961, is hereby withdrawn.

THE BROAD-BASED BLACK ECONOMIC EMPOWERMENT COMMISSION'S

PRACTICE GUIDE 01 of 2022

DETERMINING THE VALIDITY OF A BROAD-BASED BLACK ECONOMIC EMPOWERMENT VERIFICATION CERTIFICATE, B-BBEE SWORN AFFIDAVIT AND CERTIFICATE ISSUED BY THE COMPANIES AND INTELLECTUAL PROPERTY COMMISSION

A. Introduction

1. The Broad-Based Black Economic Empowerment Commission (“B-BBEE Commission”) is an entity established by the Broad-Based Black Economic Empowerment Act 53 of 2003 as amended by Act 46 of 2013 (“the Act”), to oversee the implementation of the Act, which includes provision of practice guides, explanatory notices, non-binding advisory opinions and clarification services to improve the understanding of the Act.
2. This Practice Guide is issued as a non-binding guide purely to assist with the interpretation of B-BBEE documentation presented by measured entities to ensure consistency in the application of the Act. Should this Practice Guide not be clearly applicable to your specific set of facts at any given time, you are advised to approach the B-BBEE Commission for a non-binding advisory opinion, which will be more specific to your set of facts.
3. This Practice Guide does not constitute a legal document or a ruling of the B-BBEE Commission on the issue concerned. Further, although this Practice Guide is not binding on the B-BBEE Commission, it does set out the approach that the B-BBEE Commission is likely to take on any matter relating to implementation of B-BBEE including determining the validity of B-BBEE sworn affidavits, B-BBEE verification certificates and certificates issued by the Companies and Intellectual Property Commission (CIPC) for B-BBEE purposes.
4. This Practice Guide replaces Practice Guide 01 of 2018 as of **01 November 2022**.

A. Purpose of this practice guide

5. The B-BBEE Commission has over the years continued to be inundated with requests from various stakeholders to confirm validity of B-BBEE certificates, sworn affidavits and CIPC certificates, which process has resulted in the B-BBEE Commission issuing a number of advisory letters to the affected entities to advise of invalidity of such documentation and the need to withdraw the invalid B-BBEE verification certificates or sworn affidavits/CIPC certificates. Thus, the purpose of this Practice Guide is to set out the approach for stakeholders to determine the validity of B-BBEE certificates or sworn affidavits/CIPC certificates for consistency.
6. The five elements of B-BBEE adopted in the Codes of Good Practice (the Codes) each have a specific purpose and together provide an integrated intervention to empower black people as envisaged in the Act. Further, the Act allows for B-BBEE verification, which is a measure used to determine compliance with the Act, and results in the issuing of a B-BBEE verification certificate.
7. A B-BBEE verification certificate, a sworn affidavit and a B-BBEE certificate issued by the CIPC is evidence of a measured entity's compliance with the Act over a particular period. Such compliance is based on B-BBEE related information of a measured entity in line with the applicable Codes as per Section 9 (1) of the Act.
8. It is contrary to the Act for a measured entity to trade with an invalid/inconclusive or incorrect B-BBEE verification certificate or sworn affidavit/CIPC certificate. The preferential procurement spend or economic activity that was directed by measured entities to a supplier or entity on the basis of an invalid B-BBEE document cannot be recognised during a B-BBEE measurement process, therefore, it is critical to determine the validity of B-BBEE verification certificates or sworn affidavits/CIPC certificates presented by measured entities in order to access an economic opportunity both in the public and private sector.

B. Determining validity of a sworn affidavit for B-BBEE compliance

9. The legal dictionary (<https://legal-dictionary.thefreedictionary.com/Affadavit>) defines a sworn affidavit as a written statement of facts voluntarily made by a person under an oath or affirmation administered by a person authorized to do so by law.
10. In terms of the Codes, Exempted Micro-Enterprises (EMEs) and black controlled and owned Qualifying Small Enterprises (QSEs) only have to use a sworn affidavit to indicate their B-BBEE

compliance status. Government introduced this mechanism specifically to reduce the cost of doing business and regulatory burden for these entities.

11. The Department of Trade, Industry and Competition (**the dtic**) has designed sworn affidavit templates and qualifying measured entities must use these templates, which can be accessed on **the dtic** website. It is acceptable to use the templates on the letterhead of the measured entity.
12. The only time an EME can be verified by a South African National Accreditation System (SANAS) accredited verification professional is when it wishes to maximise its B-BBEE points and move to a higher B-BBEE recognition level, and that must be done using the QSE Scorecard.
13. The exception to this is only with regard to the Transport Sector where EMEs have a choice of obtaining accounting officer letter or get verified and be issued with a B-BBEE verification certificate by a SANAS accredited professional or agency because the Integrated Transport Sector Code has not been aligned to the amended Generic Codes.
14. Also, start-ups that are EMEs but wish to tender for contracts of R10 million in value or above must be verified using the QSE scorecard, and for tenders of R50 million and above must be verified using the generic scorecard.
15. Further, the Construction Sector Code, provides for EMEs whose annual turnover is R1.8 million for Built Environment Professionals and R3 million for Contractors or less to obtain automatic recognition levels and these do not require to undergo verification except in instances where they elect to enhance their B-BBEE status levels. In those circumstances there is a requirement for these EMEs to contribute towards empowerment by complying with the 40% sub-minimum on skills development element and in ensuring compliance with the skills development element, these EMEs are required to be verified by a SANAS accredited verification professional or agency.
16. Furthermore, the Generic Codes and the Financial Services Sector Code have granted an option to 51% and 100% black owned QSEs to undergo a verification process from a SANAS accredited verification professional if they so choose. However, for consistent application, EMEs in the Financial Services Sector should only obtain a sworn affidavit, and not a B-BBEE verification certificate as there is nothing to verify.

17. **The following pointers are key in determining the validity of a sworn affidavit:**

- a) Name/s of deponent as they appear in the identity document and the identity number must be completed.
- b) Designation of the deponent as either the director, owner or member must be indicated in order to know that the person deposing to the sworn affidavit is duly authorised. A deponent is able to tick more than one option if the person is a director and owner of the entity.
- c) Name of enterprise must be cited as per the enterprise registration documents issued by the CIPC, where applicable, including the enterprise business address.
- d) Percentage of ownership held by black people, black female and black designated groups. For designated groups, the percentage must be indicated for each sub-category or nil where there is none. In the case of specialised enterprises as per Statement 004, the percentage of black beneficiaries must be reflected.
- e) Indicate the total annual revenue for the year under review and whether it is based on audited financial statements or financial statements or management accounts. Please select one option.
- f) Indicate the full financial year end (day/month/year) as per the enterprise's registration documents, which was used to determine the total revenue. This must be the recent financial year end.
- g) Select the B-BBEE Status level based on black ownership percentage. An enterprise can only have one B-BBEE status level.
- h) Empowering supplier status must be indicated. For QSEs, the deponent must select the basis for which the empowering supplier status is based on.
- i) Date of signature for both the deponent and Commissioner of Oath must be the same. If using the first **dtic** template for sworn affidavits, where provision is not made for Commissioner of Oath signature date, the date of the deponent will be regarded by default as the signature date for Commissioner of Oath.
- j) Commissioner of Oath cannot be an employee or ex officio of the enterprise because, a person cannot by law, commission a sworn affidavit in which they have an interest. Please note that the B-BEE Act does not determine the qualification for Commissioner of Oaths, this is done in terms of the Justice of Peace and Commissioners' of Oaths Act, 1963 (Act No. 16 of 1963) which is administered by the Department of Justice and Constitutional Development (DOJ & CD). Therefore any queries regarding the legitimacy of a Commissioner of Oath need to be directed to DOJ & CD.
- k) A B-BBEE sworn affidavit is valid for a period of 12 months calculated from the date the sworn affidavit was commissioned, for example, if the sworn affidavit is commissioned on 12 August 2022, it will expire on 11 August 2023.

C. B-BBEE Certificate issued by the Companies and Intellectual Property Commission

18. **the dtic** through government Gazette Number 38765 published on 6 May 2015, mandated CIPC to issue B-BBEE certificates for EMEs and start-up enterprises, in its efforts to reduce cost of business for small businesses. A certificate issued by CIPC has the same status as a B-BBEE sworn affidavit.
19. Subsequently, CIPC issued a Customer Notice indicating that B-BBEE certificates can be applied for via e-services on the CIPC website (www.cipc.co.za), at CIPC Self Services Terminals when registering or filing Annual Returns.
20. **The following conditions apply when an enterprise uses the CIPC services for obtaining a B-BBEE certificate:**
 - a) Only directors of a company or members of close corporations can apply for a B-BBEE certificate.
 - b) Only companies and close corporations with a turnover of less than R10 million can apply via CIPC.
 - c) The enterprise's status must be "In Business".
 - d) All Annual Return filings for the relevant company or close corporation need to be up to date;
 - e) Application for a B-BBEE certificate can be done at any time (not only when registering a company or filing returns), provided that an application for the certificate which is still valid, was not done already.
 - f) Applicant must agree to the B-BBEE terms and conditions.
 - g) A director or member amendment must be filed if the director or member's email address or telephone is not correct or up to date.
21. A CIPC certificate can be submitted to the B-BBEE Commission for attention of Mr. Madidimalo Ramare at MRamare@beecommission.gov.za to confirm if it was generated from the CIPC system. However, on face value, the following information must appear on the certificate:
 - a) Name of enterprise, registration number and business address.
 - b) Date of issue and expiry adding to twelve months (e.g 9 June 2018 to 8 June 2019) must be indicated.
 - c) Percentage of total black ownership, black female ownership and total white ownership.
 - d) Certificate number.
 - e) Barcode with tracking number.

- f) Barcode with enterprise number.
- g) B-BBEE Status and procurement recognition level.
- h) **the dtic** logo on the top left corner, and CIPC logo on the top right corner.
- i) CIPC watermark.

D. Determining validity of a B-BBEE Verification Certificate for B-BBEE compliance

- 22. An entity that qualifies in terms of the B-BBEE Act to undergo a B-BBEE verification process, can only do so with a verification professional or agency that has been accredited by SANAS or a B-BBEE Verification Professional Regulator that may be appointed by the Minister of Trade, Industry and Competition.
- 23. B-BBEE verification means the process and activities conducted by a verification professional or agency to assess, verify and validate that the score awarded to a measured entity is a result of individual scorecard elements supplied by a measured entity, and to evaluate B-BBEE transactions in order to provide an indicative B-BBEE score and certification based on the principles of B-BBEE as per the Codes.
- 24. A B-BBEE verification process is important in assuring parties that rely on the score achieved by the measured entity and reflected on their B-BBEE Verification Certificate (refers to the B-BBEE verification certificate issued by the verification professional or agency which reflects the overall B-BBEE Status of a measured entity and scoring allocated for each scorecard element verified in respect of the measured entity) and that the information on which the certificate was issued is acceptable, and has been independently verified, and is free from misstatements.
- 25. Therefore, the role of a verifier is to assess, verify and validate both disclosed and undisclosed B-BBEE related information of the measured entity. The verification thereof should be based on the principles contained in the B-BBEE Act and relevant Codes, by applying the verification methodologies outlined in the Framework for accreditation and verification by all verification agencies (also known as the verification manual) as well as the Accreditation of B-BBEE Verification Agencies document issued by SANAS (also referred to as the R47-03). Important to note that a verifier is not to provide clarity or opinion on interpretation of any B-BBEE matter as such clarity must be sought from the B-BBEE Commission using the contact details mentioned below.
- 26. **A B-BBEE Verification Certificate shall identify the following information:**
 - a) The name and identifiable physical location(s) of the measured entity as per the CIPC records.

- b) The registration and VAT number of the measured entity.
- c) The dates of granting of the B-BBEE score/the period of validity, which is the initial issue date (e.g. 7 October 2021 to 6 October 2022) and the expiry date of the verification certificate.
- d) The revision or reissue date if applicable. .
- e) A unique identification number including revision number if applicable.
- f) The standard and/or normative document, including the issue and/or revision used to evaluate the client (amended codes / specialised or respective sector codes).
- g) The name and/or mark/logo of the B-BBEE verification agency.
- h) The scorecard against which the measured entity has been verified (Generic / QSE).
- i) The B-BBEE status level.
- j) The SANAS Accreditation Symbol on the verification certificate.
- k) The B-BBEE procurement recognition level.
- l) Score per element including total score achieved.
- m) Black ownership percentage.
- n) Black Female ownership percentage.
- o) Black designated group percentage:
 - Black Youth percentage
 - Black Disabled percentage
 - Black Unemployed percentage
 - Black People living in Rural areas percentage
 - Black Military Veterans percentage
- u) Modified flow has been applied, indicate yes or no.
- v) Exclusion principle used, indicate yes or no.
- w) Recent financial year end used (day/month/year).
- x) Discounting principle used, indicate yes / no.
- y) Empowering Supplier status, indicate yes / no.
- z) Name and signature of technical signatory
- aa) Amendments to certificate to be clearly documented.
- bb) A consolidated certificate to state as such and refers to attachment of the measured entities that are consolidated with registration and vat numbers.
- cc) In terms of the reflection of the level and points on the B-BBEE verification certificate, the following is applicable:
 - Participated in Y.E.S Initiative yes / no
 - Achieve Y.E.S Target and 2.5% Absorption yes / no
 - Achieve 1.5 x Y.E.S Target and 5% Absorption yes / no
 - Achieve Double Y.E.S Target and 5% Absorption yes / no

27. The recipient or user of a B-BBEE verification certificate can contact any of the accredited verification professionals or agency that is said to have issued the B-BBEE verification certificate, to request confirmation on the issuance of B-BBEE certificate. The recipient or user is also advised to use the SANAS website to verify the accreditation status, accreditation period and scope of accreditation for the verification professional or agency. The SANAS website also has a list of all verification professionals or agencies whose accreditation status has been withdrawn, or suspended, because a verification professional or agency cannot issue a B-BBEE certificate if the accreditation status has expired, withdrawn or suspended.
28. The recipient or user of the B-BBEE verification certificate, sworn affidavit or B-BBEE certificate issued by CIPC is also allowed, as part of its due diligence processes, to request any relevant additional information or documents from the measured entity in order to validate the credibility of the information recorded on the B-BBEE verification certificate, sworn affidavit/CIPC B-BBEE certificate.
29. It is also the responsibility of the recipient or user of the B-BBEE verification certificate or sworn affidavit/CIPC certificate to specify if measured entities ought to furnish an original or copy including certified copy of the B-BBEE verification certificate or sworn affidavit/CIPC certificate.

E. Penalties as per the B-BBEE Act

30. Trading with an invalid or fraudulent B-BBEE certificate or sworn affidavit/CIPC certificate may constitute an offence in terms of Section 13O (1) (a) of the B-BBEE Act, which state that a person commits an offence if that person knowingly misrepresents or attempts to misrepresent the broad-based black economic empowerment status of an enterprise, and the B-BBEE Commission may institute an investigation in terms of Section 13J of the B-BBEE Act. In addition, Section 13A of the B-BBEE Act has empowered organs of state and public entities to cancel any contract or authorisation awarded on account of false information knowingly furnished by or on behalf of an enterprise in respect of its broad-based black economic empowerment status.
31. If an entity is found to have violated the B-BBEE Act, the B-BBEE Commission is empowered to act accordingly as guided by the B-BBEE Act and this can result in the entity that violated the B-BBEE Act to be fined up to 10% of its annual turnover, and individuals involved could be imprisoned for up to 10 years, and / or fined. Specifically, an offence under section 13O (2) could lead to imprisonment of up to 12 months, or a fine, or both the fine and imprisonment.

32. In terms of section 13O (2) a verification professional, procurement officer or any official of an organ of state or public entity who becomes aware of the commission of, or attempt to commit any offence referred to under section 13O (1) and fails to report it, is guilty of an offence.
33. This Practice Guide is issued as a guide purely to assist with the interpretation and testing the validity of a B-BBEE verification certificates and sworn affidavit/CIPC certificates, and does not constitute a legal document or ruling of the B-BBEE Commission.
34. This Practice Guide may be updated anytime by the B-BBEE Commission if there are any material changes arising from developments in the application of the B-BBEE Act. In such an instance, an amended version will be published to replace this one.
35. For any queries or further clarity on this Practice Guide, kindly feel free to contact us at the following contact details:

B-BBEE Commission

Private Bag X31

Pretoria

0001

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Email: MRamare@beecommission.gov.za

Issued by the B-BBEE Commission

19 October 2022

Part C1: Agreements and Contract Data

C1.1: Form of Offer and Acceptance

C1.1 FORM OF OFFER & ACCEPTANCE

Offer

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

APPOINTMENT OF A CONTRACTOR TO UNDERTAKE THE ELECTRICAL, MECHANICAL AND STRUCTURAL WORKS FOR BUILDING B2/455 INCLUDING ANCILLARY WORKS AT THE OLD I & J SITE IN THE PORT OF DURBAN FOR A PERIOD OF SIX (6) MONTHS.

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

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

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

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

Signature(s)

Name(s)

Capacity

for the tenderer:

Name & signature of witness

(Insert name and address of organisation)

Date

Acceptance

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

The terms of the contract, are contained in:

Part C1: Agreements and Contract Data, (which includes this Form of Offer and Acceptance)

Part C2: Pricing Data

Part C3: Scope of Work: Works Information

Part C4: Site Information

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

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

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

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

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

Signature(s) _____

Name(s) _____

for the
Capacity
Employer: Transnet SOC (Ltd
Transnet National Ports
Authority 237 Mahatma
Gandhi Road, Durban, 4001

Name &
signature of
witness

Date

Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		

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

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

For the tenderer:

For the Employer

Signature

Name

Capacity

On behalf of

(Insert name and address of organisation)

Transnet SOC (Ltd)
Transnet National Ports Authority
237 Mahatma Gandhi Road, Durban, 4001

Name & signature of witness

Date

C1.2: Contract Data Part 1 and 2

C1.2 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
		B: Priced contract with bill of quantities
	dispute resolution Option	W1: Dispute resolution procedure
		X2 Changes in the law
		X7: Delay damages
		X16: Retention
		X18: Limitation of liability
		Z: <i>Additional conditions of contract</i>
	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 Queens Warehouse 237 Mahatma Gandhi Durban 4001
10.1	The <i>Project Manager</i> is: (Name)	TBC
	Address	Transnet National Ports Authority Queens Warehouse 237 Mahatma Gandhi Durban 4001

	Tel	TBC
	e-mail	TBC
10.1	The <i>Supervisor</i> is: (Name)	TBC
	Address	Transnet National Ports Authority Queens Warehouse 237 Mahatma Gandhi Durban 4001
11.2(13)	The <i>works</i> are	Appointment Of A Contractor To Undertake The Electrical, Mechanical And Structural Works For Building B2/455 Including Ancillary Works At The Old I & J Site.
11.2(14)	The following matters will be included in the Risk Register	None
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	TBC
30.1	The <i>access dates</i> are	TBC
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	2 weeks
31.2	The <i>starting date</i> is	01 April 2026
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	Two (2) weeks.

35.1 The *Employer* is not willing to take over the *works* before the Completion Date.

4 Testing and Defects

42.2 The *defects date* is **Fifty two (52) weeks after Completion of the whole of the *works*.**

43.2 The *defect correction period* is **2 weeks**

5 Payment

50.1 The *assessment interval* is monthly on the **25th (twenty fifth) day of each successive month.**

51.1 The *currency of this contract* 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 *interest rate* is **the prime lending rate of Rand Merchant Bank of South Africa.**

6 Compensation events

60.1(13) The *weather measurements* to be recorded for each calendar month are, **the cumulative rainfall (mm)**

the number of days with rainfall more than 10 mm

the number of days with minimum air temperature less than 0 degrees Celsius

the number of days with snow lying at 08:00 hours South African Time

and these measurements:

The place where weather is to be recorded (on the Site) is:

The *Contractor's* Site establishment area

The *weather data* are the records of past *weather measurements* for each calendar month which were recorded at:

KZN

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 "Confirmation of Insurance: Transnet (SOC) Limited Principal Controlled Insurance" appended to Part One of this Contract Data (Date Provided by the Employer).

84.1 The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with this contract for any one event is

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

The *Contractor* provides these additional Insurances

- 1 Where the contract requires that the design of any part of the *works* shall be provided by the *Contractor* the *Contractor* shall satisfy the *Employer* that professional indemnity insurance cover in connection therewith has been affected**
- 2 Where the contract involves manufacture, and/or fabrication of Plant & Materials, components or other goods to be incorporated into the *works* at premises other than the site, the *Contractor* shall satisfy the *Employer* that such plant & materials, components or other goods for incorporation in the *works* are adequately insured during manufacture and/or fabrication and transportation to the site.**
- 3 Should the *Employer* have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the *Contractor's* policies of insurance as well as those of any sub-contractor**
- 4 Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R 5 000 000.00**



- 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.**

- 6 The level of insurance will be kept under review by the Employer, on an annual basis, to ensure its adequacy, provided that any variation to the level of such insurance shall be entirely at the discretion of the *Contractor*.**

- 7 The Contractor shall arrange insurance with reputable insurers and will produce to the Employer evidence of the existence of the policies on an annual basis within 30 [thirty] calendar days after date of policy renewals. If the Contractor fails to effect adequate insurance it shall notify the Employer in writing as soon as it becomes aware of the reduction or inadequate cover and the Employer may arrange or purchase such insurance. The Contractor shall promptly reimburse the Employer for any premiums paid provided such insurance protects the Employer's liability. The Employer assumes no responsibility for such insurance being adequate to protect all of the Contractor's liability.**

84.2	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the works, Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) caused by activity in connection with this contract for any one event is	Whatever the <i>Contractor</i> requires in addition to the amount of insurance taken out by the <i>Employer</i> for the same risk.
84.2	The insurance against loss of or damage to the works, Plant and Materials as stated in the insurance policy for contract works and public liability selected from:	Principal Controlled Insurance policy for Contract

9	Termination	There is no additional Contract Data required for this section of the <i>conditions of contract</i>.
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10	Data for main Option clause	
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B	Priced contract with Bill of Quantities	No additional data is required for this Option.
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60.6	The <i>method of measurement</i> is	The Bill of Quantities has been drawn up in accordance with the Model Bill of Quantities based on the Standard System of Measuring Building Work (as amended) published and issued by the Association of South African Quantity Surveyors (Sixth Edition (Revised))
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11	Data for Option W1	
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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>.
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W1.2(3)	The <i>Adjudicator nominating body</i> is:	The Chairman of the Association of Arbitrators (Southern Africa)
	If no <i>Adjudicator nominating body</i> is entered, it is:	the Association of Arbitrators (Southern Africa)

W1.4(2)	The <i>tribunal</i> is:	Arbitration
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W1.4(5)	The <i>arbitration procedure</i> is	The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)
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The place where arbitration is to be held is **KZN, South Africa**

The person or organisation who will choose an arbitrator
 - if the Parties cannot agree a choice or **The Chairman of the Association of Arbitrators (Southern Africa)**
 - if the arbitration procedure does not state who selects an arbitrator, is

12	Data for secondary Option clauses	
X2	Changes in the law	No additional data is required for this Option
X7	Delay damages	
X7.1	Delay damages for Completion of the whole of the <i>works</i> are	R 1 000.00 per day
X16	Retention	
X16.1	The retention free amount is	Nil
	The retention percentage is	10% on all payments certified.
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	Nil
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to:	The deductible of the relevant insurance policy
X18.3	The <i>Contractor's</i> liability for Defects due to his design which are not listed on the Defects Certificate is limited to:	The cost of correcting the Defect
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to:	The Total of the Prices
X18.5	The <i>end of liability date</i> is	5 years after Completion of the whole of the works

**Z3 Additional clauses relating to
Joint Venture**

Z3.1 Insert the additional core clause 27.5

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

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

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

- iv. **the working capital requirements for the Joint Venture and the extent to which and manner whereby this will be provided and/or guaranteed by the constituents from time to time;**
 - v. **the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.**
-

Z2 Additional clause relating to Performance Bonds and/or Guarantees

Z2.1 N/A

**Z3 Additional clauses relating to
Joint Venture**

Z3.1 Insert the additional core clause 27.5

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

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

- **A brief description of the Contract and the Deliverables;**
- **The name, physical address, communications addresses and domicilium citandi et executandi of each of the constituents and of the Joint Venture;**
- **The constituent's interests;**
- **A schedule of the insurance policies, sureties, indemnities and guarantees which must be taken out by the Joint Venture and by the individual constituents;**
- **Details of an internal dispute resolution procedure;**
- **Written confirmation by all of the constituents:**
 - vi. **of their joint and several liabilities to the *Employer* to Provide the Works;**
 - vii. **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;**
 - viii. **Identification of the roles and responsibilities of the constituents to provide the Works.**
- **Financial requirements for the Joint Venture:**



- ix. 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;
 - x. the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.
-

Z3.2

Insert additional core clause 27.6

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

Z4 Additional obligations in respect of Termination

Z4.1

The following will be included under core clause 91.1:

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

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

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

Z5 Right Reserved by the *Employer* to Conduct Vetting through SSA

Z5.1

The *Employer* reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any *Contractor* who has access to National Key Points for the following without limitations:

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



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

Z6 Additional Clause Relating to Collusion in the Construction Industry

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

Z7 Protection of Personal Information Act

Z7.1 The *Employer* and the *Contractor* are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act.

C1.2 Contract Data

Part two - Data provided by the *Contractor*

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

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

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name):	
	Address	
	Tel No.	
	Fax No.	
11.2(8)	The <i>direct fee percentage</i> is	%
	The <i>subcontracted fee percentage</i> is	%
11.2(18)	The <i>working areas</i> are the Site and	
24.1	The <i>Contractor's</i> key persons are:	
	1 Name:	
	Job:	
	Responsibilities:	
	Qualifications:	
	Experience:	
	2 Name:	
	Job	
	Responsibilities:	
	Qualifications:	
	Experience:	
		CV's (and further key persons data including CVs) are appended to Tender Schedule entitled.

11.2(14)	The following matters will be included in the Risk Register			
31.1	The programme identified in the Contract Data is			
B	Priced contract with bill of quantities	Data for the Shorter Schedule of Cost Components		
41 in SSSC	The percentage for people overheads is:	%		
21 in SSSC	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 SSSC	The rates of other Equipment are:	Equipment	Size or capacity	Rate
61 in SSSC	The hourly rates for Defined Cost of design outside the Working Areas are	Category of employee		Hourly rate
62 in SSSC	The percentage for design overheads is	%		
63 in SSSC	The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are:			

C2.1 Pricing Instruction - Option B

PART 2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option B	6
C2.2	The <i>bill of quantities</i>	25

C2.1 Pricing instructions: Option B

1. The *conditions of contract*

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

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

**Identified
and defined
terms**

11

11.2

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

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

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

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

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

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

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

1.2. Function of the Bill of Quantities

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

1.3. Guidance before pricing and measuring

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

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

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

2. Measurement and payment

2.1. Symbols

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

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

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

2.2. General assumptions

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

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

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

2.3. Departures from the *method of measurement*

2.4. Amplification of or assumptions about measurement items

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

C2.2 Bill of Quantities



ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
A.	SECTION: 1				
	PRELIMINARIES AND GENERAL				
	<u>Fixed Preliminary Items</u>				
1	Contractual requirements, sureties & insurance	Sum	1		
	<u>Establishment of facilities on site</u>				
2	Offices for Engineer & staff and notice board	Sum	1		
	<u>Facilities for the Contractor</u>				
3	Offices & storage sheds	Sum	1		
4	Ablution & latrine facilities	Sum	1		
5	Tools & equipment	Sum	1		
6	Water suppliers, electric power and communication	Sum	1		
7	Water supplies, electric power & communications	Sum	1		
8	Plant	Sum	1		
	<u>Other fixed-charge obligations</u>				
9	Health and safety	Sum	1		
10	Environmental	Sum	1		
11	Setting out	Sum	1		
12	Security	Sum	1		
13	Dealing with traffic	Sum	1		
14	As-built surveys	Sum	1		
15	Removal of site establishment	Sum	1		
	<u>Time Related Preliminary Items</u>				
16	Time related obligations	Sum	1		
	<u>Other Fixed Charges /Obligations</u>				
17	Cost for the design fee for the design and supervision of the complete works including the submission of drawings	Sum	1		
	Carried forward				



ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Brought forward				
	<u>Design Related Items</u>				
20	Provision of as-built drawings in PDF, DWG and REVIT format	Sum	1		
21	Training of Employers staff in maintenance and operation of the systems	Sum	1		
22	Provision of Certificate of Compliance for electrical installation issued by the installation electrician registered with department of Labour	Sum	1		
CARRIED TO SUMMARY					

ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL PRICE
	<u>SECTION: 2 : BUILDING WORKS</u>				
	<u>SUPPLEMENTARY PREAMBLES</u>				
	This bill shall be read in conjunction with the technical specifications, drawings, works information and any other associated contract documentation to price for the provision of a complete installation, i.e. the design (where applicable), supply, installation, testing and commissioning, handing over of the fully functional equipment / installation, provision of all as-built documentation and the like, associated operational and maintenance training for Employer staff where specified etc.				
	<u>MAKING GOOD OF ALL BUILDING WORKS</u>				
	All rates in this BOQ to include handling to a suitable lay-down area on site as specified by the Engineer.				
	<u>ALTERATIONS</u>				
1	Demolish existing entrance concrete staircase and make good in preparation of a steel staircase (measured elsewhere).	Item	1		
2	Remove and cartaway off site existing internal fencing including turnstiles.	Item	1		
	<u>SUSPENDED CEILING</u>				
3	Install onsite Isotherm above suspended ceiling tiles and make good	Sum	1		
4	Install existing suspended ceiling tiles and make good	Sum	1		
	<u>PLASTER & PAINT</u>				
5	Supply and install plaster to internal walls (20mm thick) and make good all chased and damaged walls	m ²	25		
6	Supply and install plaster to external walls (20mm thick) and make good all chased and damaged walls	m ²	25		
7	Supply and apply 1 coat Plaster Primer undercoat to internal walls - to client specification	m ²	25		
8	Supply and apply 1 coat Plaster Primer undercoat to external walls - to client specification	m ²	25		
9	Supply and apply 1 coat Top coat paint to internal walls - final colour to client specification	m ²	100		
10	Supply and apply 1 coat Top coat paint to external walls - final colour to client specification	m ²	100		
	<u>FLOOR COVERING</u>				
11	Install meranti timber skirting 225mm high (to Architects' specification)	m	135		
	Carried forward				-

ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL PRICE
	Brought forward				-
	<u>SHOWER GLASS DOOR</u>				
12	Install clear glass shower doors - Adjustable Pivot Shower Door, 1000 x 2000mm (Glass thickness 8mm) (Measurement to be confirmed on site).	No	2		
	<u>STAIRCASE STORAGE DOOR</u>				
13	Install staircase storage timber purpose made door (to Architects' specification)	No	1		
	<u>ROADS, PAVING, ETC.</u>				
14	SITE WORKS, PARKING AND PAVING (PROVISIONAL)				
15	SITE CLEARANCE, REMOVAL OF TREES, ETC. Site Clearance :				
16	Clear area site of all rubbish, debris, vegetation, hedges, shrubs, grass and trees not exceeding 200m girth etc.	m ²	150		
	<u>EXCAVATION, FILLING, ETC</u>				
	Excavation under paving not exceeding 300mm deep				
17	Under floors	m ³	10		
	<u>Earth filling supplied by the contractor compacted to 95% Mod AASHTO density</u>				
18	150mm layers of G7 Material and compacted to 95% Mod, The G7 should be the form of a sugar dolerite, decomposed granite or decomposed sandstone	m ³	10		
	<u>Base course constructed of filling supplied by the Contractor:</u>				
19	Stabilisation of sub base or in-situ material with equal parts of ordinary portland cement evenly worked into filling material.	m ³	10		
	<u>Compaction of surfaces:</u>				
20	Compaction of ground surface under pavings, roads, etc. including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 93% Mod AASHTO density and 100% Mod AASHTO for sand.	m ²	20		
	<u>Coarse river sand filling supplied by the Contractor</u>				
21	Under paving	m ³	10		
	<u>WEED KILLER</u>				
	Approved weed killer in strict accordance with manufacturers instructions				
22	Under paving, etc	m ²	20		
	Carried forward				-



ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL PRICE	
	Brought forward				-	
	<u>PAVING</u>					
23	Precast 400 x 400mm concrete paving bricks of approved colour with butt joints on 20 mm thick river sand bed (elsewhere measured)	m ²	20			
	<u>PARKING & MARKINGS</u>					
	Existing parking to be high pressure cleaned, remarked and made good	m ²	100			
CARRIED TO SUMMARY					R	-

ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL PRICE
SECTION: 3 : ELECTRICAL WORKS					
<u>SUPPLEMENTARY PREAMBLES</u>					
This bill shall be read in conjunction with the technical specifications, drawings, works information and any other associated contract documentation to price for the provision of a complete installation, i.e. the design (where applicable), supply, installation, testing and commissioning, handing over of the fully functional equipment / installation, provision of all as-built documentation, Certificate of Compliance and the like, associated operational and maintenance training for Employer staff where specified etc.					
<u>DISTRIBUTION CABLES</u>					
1	a) 25mm ² , ECC, 3-phase, 4-core cable SWA Cu Cable compatible with SANS 1507-3.				
	i) Supply	m	8		
	ii) Install	m	8		
2	b) Cable terminations for 25mm ² 4 core Cu cable				
	i) Supply (No 3 IP66/68 Captive Component Gland with corrosion guard)	No	4		
	ii) Install	No	4		
2	c) Supply and install 16mm ² ECC 3-phase 4-core cable SWA Cu Cable compatible with SANS 1507-3.				
	i) Supply	m	5		
	ii) Install	m	5		
3	d) Cable terminations for 16mm ² 4 core Cu cable.				
	i) Supply (No 3 IP66/68 Captive Component Gland with corrosion guard)	No	2		
	ii) Install	No	2		
<u>HOUSE WIRING</u>					
Circuit wiring along with earth wire with the following sizes of PVC insulated copper conductor single core cable (red, green, black) in recessed PVC conduit as required, for the wiring of lighting circuits, extractor fans, small power circuits and stove points according to SANS 10142 and Transnet spec. See drg: ELE24076-LYT-01-01 and ELE24076-LYT-01-02.					
4	a) 2,5mm ² GP wire for small power				
	i) Supply	m	2880		
	ii) Install	m	2880		
5	b) 1.5mm GP wire for wiring of light fittings and motion detectors.				
	i) Supply	m	800		
	Carried forward				-

ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL PRICE
	Brought forward				-
	ii) Install	m	800		
	<u>WIREWAYS AND CONTAINMENT</u>				
6	a) Medium Duty Cable Ladder. 228mm (W) x 38mm (H). For Electrical, Standard finish HDG - Mild steel to BS 1449-1.2:1991, hot-dip galvanised after manufacture to SANS 121:2001 / ISO 1461:2009 and powder coated, Complete with threaded rod, Unistrut support pieces, fixtures and accessories.				
	i) Supply	m	6		
	ii) Install	m	6		
7	b) Medium Duty Cable Basket. 228mm (W) x 38mm (H). For Electronics, hot-dip galvanised after manufacture to SANS 121:2001 / ISO 1461:2009 (HDG) and powder coated. Complete with threaded rod, Unistrut support pieces, fixtures and accessories.				
	i) Supply	m	60		
	ii) Install	m	60		
	<u>LIGHTING</u>				
	Supply and installation of the following lamps and light fittings with starter, capacitor, tubes/lamps, reflector, diffuser, holder etc. complete with all fixing accessories. Includes installation of the 1.5 sq.mm wiring to all light points as indicated in the lighting layout drawing. Contractor to confirm all luminaires with the Engineer before purchasing. See drgs: ELE24076-LYT-01-01 and ELE24076-LYT-01-02.				
8	a) 36W LED 600 x 600 Panel light 4000k Surface mounted, low glare, IP65, 2m cabtyre (flexible multi-core cable) and 5A,220V plug.				
	i) Supply	No	2		
	ii) Install	No	2		
9	b) 40W LED 600 x 600 Panel light 4000k Surface mounted, low glare, IP40, 2m cabtyre (flexible multi-core cable) and 5A,220V plug.				
	i) Supply	No	16		
	ii) Install	No	16		
10	c) 40W LED 600 x 600 Dimmable Panel light 4000k Surface mounted, low glare, IP40, (flexible multi-core cable) and 5A,220V plug.				
	i) Supply	No	16		
	ii) Install	No	16		
	Carried forward				-

ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL PRICE
	Brought forward				-
11	d) 40W LED 600 x 600 Sensor Panel light 4000k Surface mounted, low glare, IP40, 2m cabtyre (flexible multi-core cable) and 5A,220V plug.				
	i) Supply	No	10		
	ii) Install	No	10		
12	e) 25W LED 1200 x 600 Panel light 4000k Surface mounted, low glare, IP65, 2m cabtyre (flexible multi-core cable) and 5A,220V plug. and 5A plug.				
	i) Supply	No	1		
	ii) Install	No	1		
13	f) 40W LED 1200 x 600 Panel light 4000k Surface mounted, low glare, IP40, equiped with 2m cabtyre (flexible multi-core cable) and 5A,220V plug. and 5A plug.				
	i) Supply	No	6		
	ii) Install	No	6		
14	g) LED Bulkhead 15W 220V 4000k LED Cool White, vapour proof IP65 with UV stabilised high impact opal acrylic diffuser.				
	i) Supply	No	19		
	ii) Install	No	19		
15	h) 12W 230V 4000k LED Downlight Cool White, vapour proof IP65 with diecast aluminium body and acrylic diffuser.				
	i) Supply	No	5		
	ii) Install	No	5		
16	i) 32W LED decorative pendant, 800mm diameter, 4000k, equiped with cabtyre (flexible multi-core cable) and 5A,220V plug.				
	i) Supply	No	2		
	ii) Install	No	2		
17	j) 50W LED decorative pendant, 1200mm diameter, 4000k, cabtyre (flexible multi-core cable) and 5A,220V plug.				
	i) Supply	No	2		
	ii) Install	No	2		
18	k) 10A or 16A or 20A or 25A Daylight activated photo sensors, for the control of outdoor and general area lighting circuits.				
	i) Supply	No	2		
	Carried forward				-

ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL PRICE
	Brought forward				-
	ii) Install	No	2		
19	l) Supply and installation of Passive infrared occupancy sensors, for the control of lighting circuits.				
	i) Supply	No	10		
	ii) Install	No	10		
20	m) 1-lever, 1-way switch, 100x50mm complete with cover plate. Includes wiring of the switch points.				
	i) Supply	No	8		
	ii) Install	No	8		
21	n) 1-lever 1-way switch with dimmer, 100x50mm complete with cover plate. Includes wiring of the switch points.				
	i) Supply	No	2		
	ii) Install	No	2		
22	o) 1-lever, 2-way switch, 100x50mm complete with cover plate. Includes wiring of the switch points.				
	i) Supply	No	2		
	ii) Install	No	2		
23	p) 2-lever, 2-way switch, 100x50mm complete with cover plate. Includes wiring of the switch points.				
	i) Supply	No	2		
	ii) Install	No	2		
	<u>SMALL POWER</u>				
	Supply and installation of small power equipment in accordance with SANS10142-1. This includes for all covers, cover plates, cradles and necessary accessories. This also allows for the testing and commissioning of all small power equipment. See drgs: ELE24076-LYT-01-01 and ELE24076-LYT-01-02.				
24	a) 16A switchable 3-pin double socket outlet with metal box and metal cover plate, red, 100mm X 100mm, SABS Approved. Includes wiring of the socket outlet.				
	i) Supply	No	1		
	ii) Install	No	1		
	Carried forward				-

ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL PRICE
	Brought forward				-
25	b) 16A switchable 3-pin single socket outlet and Euro single socket outlet with cover plate, red, 100mm X 100mm, SABS Approved. Includes wiring of the socket outlet.				
	i) Supply	No	14		
	ii) Install	No	14		
26	c) 16A switchable 3-pin single socket outlet in weatherproof box, red, 100mm X 100mm, SABS approved. Includes wiring of the socket outlet.				
	i) Supply	No	1		
	ii) Install	No	1		
27	d) Table Pop-Up Charcoal Grey, 1 x 20A switchable 3-pin single socket outlet, 1 x 20A switchable 3-pin dedicated single socket outlet, 2 x Euro socket outlet (164-2), USB point, HDMI Point, RJ45 Data Point with cover plate, including all accessories. Includes wiring of the socket outlet.				
	i) Supply	No	3		
	ii) Install	No	3		
28	e) Ceiling Projector Box Charcoal Grey 1 x 20A switchable 3-pin dedicated single socket outlet, 1 x Euro socket outlet (164-2) HDMI Point, RJ45 Data Point with cover plate, including all accessories. Includes wiring of the socket outlet.				
	i) Supply	No	1		
	ii) Install	No	1		
29	f) 2 Tier PVC Power Skirting in hammertone grey including bends and end caps to suit and all necessary accessories. All points to be robustly installed and should be screwed in with self-tappers on power skirting where necessary.				
	i) Supply	No	65		
	ii) Install	No	65		
30	g) 16A switchable 3-pin single socket outlet with cover plate installed in power skirting, black. Includes wiring of the socket outlet.				
	i) Supply	No	72		
	ii) Install	No	72		
31	h) 16A switchable 2-pin euro socket outlet with cover plate installed in power skirting, black, Includes wiring of the socket outlet.				
	Carried forward				-

ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL PRICE
	Brought forward				-
	i) Supply	No	43		
	ii) Install	No	43		
32	i) Telephone/Data outlet RJ45 including metal cover plate and accessories installed in power skirting. Includes wiring of the socket outlet.				
	i) Supply	No	52		
	ii) Install	No	52		
33	j) 20A Single Phase Double Pole Isolators for Electrical Points with light indicator and cord grip. Generator Supply, red. SABS Approved. Pricing to include connection to the equipment and all cable terminations.				
	i) Supply	No	19		
	ii) Install	No	19		
34	k) PVC Cluster Box complete with fittings, Pop-Ups and Power points				
	i) Supply	No	5		
	ii) Install	No	5		
	<u>DISTRIBUTION BOARDS</u>				
	Supply and install Distribution Boards, with pilot lights and a minimum of 30% spare capacity per DB, in accordance with SANS10142 and Transnet Specifications. See drq: ELE24076-400-SCM-01-01.				
35	a) Ground floor distribution board with generator and UPS sections, complete with all switchgear, busbars, earthing and surge protection.				
	i) Supply	Sum	1		
	ii) Install	Sum	1		
36	b) First floor distribution board with generator and UPS sections, complete with all switchgear, busbars, earthing and surge protection.				
	i) Supply	Sum	1		
	ii) Install	Sum	1		
	Carried forward				-

ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL PRICE
	Brought forward				-
	<u>LIGHTNING PROTECTION AND EARTHING</u>				
	Supply and install lightning protection system in accordance with SANS10142-1, SANS Code of Practice 10313, SANS 62305, SANS 10199, SANS 10089, SANS 1063, SANS 62561, SANS 61024, IEC 62305 and Transnet Spec. Copper Earthing straps to be bonded and earthed according to SANS10142 and Transnet Spec by Specialist. See drg: ELE24076-700-LYT-01-01.				
37	a) 70mm ² BCEW cable				
	i) Supply	m	70		
	ii) Install	m	70		
38	b) 70mm ² ICEW cable				
	i) Supply	m	60		
	ii) Install	m	60		
39	c) 3m Earth Electrode				
	i) Supply	No	8		
	ii) Install	No	8		
40	d) 50mm ² Solid Round Aluminium Alloy Conductor				
	i) Supply	m	96		
	ii) Install	m	96		
41	e) Cadwelds 70 to Rod				
	i) Supply	No	8		
	ii) Install	No	8		
42	f) Cadwelds 70 to 70				
	i) Supply	No	10		
	ii) Install	No	10		
43	g) Stainless Steel Conduit 20mm inc hospital clamps				
	i) Supply	m	18		
	ii) Install	m	18		
44	h) 500mm EARTHBAR				
	i) Supply	No	2		
	ii) Install	No	2		
	Carried forward				-

ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL PRICE
	Brought forward				-
45	i) Bolted Connection				
	i) Supply	No	10		
	ii) Install	No	10		
46	j) Bi-Metallic Bonding				
	i) Supply	No	4		
	ii) Install	No	4		
47	k) Aluminium conductor holder				
	i) Supply	No	68		
	ii) Install	No	68		
48	m) Parallel MV Clamp				
	i) Supply	No	11		
	ii) Install	No	11		
49	n) 1m Finial				
	i) Supply	No	3		
	ii) Install	No	3		
50	o) Testing, Commissioning, Documentation and Issuing Certificate of Compliance				
	i) Supply	Sum	1		
	<u>General</u>				
51	a) Verification of existing conduit, boxes, etc.				
	i) Supply	Sum	1		
52	b) 5A plugs for light fittings, SABS Approved. Includes wiring of the socket outlet.				
	i) Supply	No	54		
	ii) Install	No	54		
53	c) 4x4 PVC boxes complete with adaptors and fittings				
	i) Supply	Sum	1		
	ii) Install	Sum	1		
54	d) 4x2 PVC boxes complete with adaptors and fittings				
	i) Supply	Sum	1		
	ii) Install	Sum	1		
	Carried forward				-

ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL PRICE	
	Brought forward				-	
55	e) PVC round boxes complete with adaptors, covers, screws, etc					
	i) Supply	Sum	1			
	ii) Install	Sum	1			
56	f) M20 uPVC conduit complete with elbows, junction boxes, clamps and fittings chased into wall.					
	i) Supply	Sum	1			
	ii) Install	Sum	1			
57	g) M25 PVC conduit complete with one way PVC round box linking power skirting to ceiling for electronics cabling.					
	i) Supply	Sum	1			
	ii) Install	Sum	1			
58	h) M32 PVC conduit complete with elbows, junction boxes, clamps, fittings and all necessary accessories.					
	i) Supply	Sum	1			
	ii) Install	Sum	1			
	i) Testing, Commissioning, Documentation and Issuing Certificate of Compliance for Electrical Installation.	Sum	1			
CARRIED TO SUMMARY					R	-

ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL PRICE
<u>SECTION: 4 :EARTHING & LIGHTNING PROTECTION</u>					
<u>EARTHING SYSTEM</u>					
1	Allow for the execution of a soil resistivity survey, design report and for the preparation of drawings to be used for earthing and protection against lightning and "As Built Drawings " (This installation must be undertaken by a specialist Sub-contractor)	Sum	1		
2	1 Ohm Earthing System. Include 600mm x 50mm x 5mm predrilled earth bar on insulators and sundry materials and connections / terminations	Sum	1		
3	3 Ohm Clean Earthing System. Include 600mm x 50mm x 5mm predrilled earth bar on insulators and sundry materials and connections / terminations	Sum	1		
4	600mm x 50mm x 8mm copper earth bar with 10 x 10mm predrilled holes complete with insulators.				
	Supply and delivery	No	1		
	Installation	No	1		
5	A 45mm diameter 316L stainless steel earth boss with M16 hole and thread in the centre shall be provided on structures.				
	Supply and delivery	No	1		
	Installation	No	1		
<u>BONDING</u>					
6	Bond all metal items including steel lattice tower radar equipment, steel pipes, cable trays, supports, handrails, cat ladders, fence, gate, steel doors etc as per SANS 10142-1.	Sum	1		
<u>LIGHTNING PROTECTION</u>					
7	10-ohm Lightning protection system which comprises of a Final installed on top of the tower. From the final 2 x PVC S/S conductor will be used to ground level.	Sum	1		
8	Aluminium roof conductor including all fixing accessories, conductor guides and connections as per detail 3 on drawing number 11200-002- EED-001				
	Supply and delivery	m	82		
	Installation	m	82		
Carried forward					-



ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL PRICE
	Brought forward				-
9	Complete new 316L stainless steel, IP54, 100mm x 100mm x 100mm LPS test box flush/semi-flush mounted type, powder coated colour SANS (1091 'B26') electric orange, with 50mm (wide) x 5mm (thick) tinned earth bar including insulators (length to suite), box back plate, box earth stud, door with handle, 316L stainless steel fixing materials and all other accessories as required etc.				
	Supply and delivery	No	8		
	Installation	No	8		
10	16 mm diameter insulated stainless steel conductor including all fixing accessories.				
	Supply and delivery	m	300		
	Installation	m	300		
11	50mm ² insulated stainless steel conductors terminations. Termination including tinned lugs, washers, nuts and bolts. All exposed connections to be taped.				
	Supply and delivery	No	20		
	Installation	No	20		
12	316L Stainless steel earth electrode, 16mm diameter, 2m long driven into ground including connections.				
	Supply and delivery	No	32		
	Installation	No	32		
	<u>316L Stainless Steel Conduit (kickpipes)</u>				
13	Supply and install of 25mm surface-mounted stainless steel conduit with fixing accessories with brass bushes on each end as per detailed specification				
	Supply and delivery	m	60		
	Installation	m	60		
14	Complete 4m long, 1m tapering, 16mm dia., 3mm WL 316L stainless steel tubular air termination/finial, with wall/surface mounting adjustable bracket and all 316L stainless steel fixing material and all other accessories etc.				
	Supply and delivery	No	1		
	Installation	No	1		
	Carried forward				-

ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL PRICE
	Brought forward				-
	<u>Earth Potential Equalizers</u>				
14	Class 3 Earth potential equalizer, with minimum ratings of 5A continuous current, >5kA current withstand, 110V clamping voltage, for connection of the electronics earth bar to the raw mains earth bar, complete with all tinned lugs, bolts/nuts etc.				
	Supply and delivery	No	1		
	Installation	No	1		
	<u>TESTING & COMMISSIONING</u>				
15	Test and commission the complete installation including the handing in of the Earth Resistance Test Results and Certificate of Compliance signed of by an accredited person to the Engineer as detailed	Sum	1		
	<u>AS-BUILT DRAWINGS, OPERATING MANUALS AND MAINTENANCE SCHEDULES</u>				
16	Contractor to provide both hardcopies and soft copies	Sum	1		
	<u>OTHER</u>				
17	Costs for obligations, equipment or labour, although not specified, is required to complete the Contract in terms of the specification and Statutory Requirements				
CARRIED TO SUMMARY					R -

ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL PRICE
	<u>SECTION: 5 : ELECTRICAL INSTALLATION</u>				
	<u>SUPPLEMENTARY PREAMBLES</u>				
	Excavate for complete cable trenches including temporary support of sides, keeping excavations dry, backfill with selected fill and mechanically compact all areas as detailed in the Specification and SANS 1200, including disposal of unsuitable/surplus material. Any damage to existing services shall be made good by the electrical sub-contractor at his own expense and to the approval of the Engineer. NB: Actual classification & quantities to be agreed on site. Rates to include backfill compaction density tests and reports by independent specialist.				
	<u>UPS UNIT</u>				
	<u>Design, supply, delivery, installation, testing, and commissioning of a complete Uninterruptible Power Supply (UPS) system and standby diesel generator, including all associated electrical works, cabling, changeover panels, control systems, and integration with existing infrastructure. System to be sized as per load requirements and compliant with all relevant standards and regulations.</u>				
1	Standby Generator	No	1		
2	UPS	No	1		
	<u>Hybrid Inverter</u>				
3	Design, supply and installation of a 50 kVA hybrid inverter, with capacity for minimum 20kVA of solar input. The design shall include a lithium-ion battery system with capacity to sustain a full 50KVA load for a minimum of 2 hours.				
	Supply and delivery	No	1		
	Installation	No	1		
	<u>CONSTRUCTION RECORD DRAWINGS</u>				
4	Allow for the marking up of prints of the entire installation for the production of construction drawing records. The Engineer shall produce the final drawings	Sum	1		
	<u>SEALING OF CABLE ENTRIES</u>				
5	Fire proofing and sealing of all penetrations (incl HVAC etc) and cable entries after cable testing. This work is to be undertaken by specialists with materials tested in accordance with SANS 10177 Part II and achieving a rating of 120 minutes to meet requirements of SANS 10400 Part T. All certificates shall be provided.	Sum	1		
	Carried forward				-

ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL PRICE
	Brought forward				-
	<u>ATTENDANCE</u>				
6	Provide attendance to Supervisor and other Contractors during Construction.	Sum	1		
	<u>SIGNS & LABELS</u>				
7	Supply and install all power, lighting, and earthing signs and labels as specified and in accordance with all OHS Act requirements as well as per Supply Authority requirements.	Sum	1		
	<u>CONSTRUCTION RECORD DRAWINGS</u>				
8	Allow for the marking up of prints of the entire installation for the production of construction drawing records. The Engineer shall produce the final drawings.	Sum	1		
	<u>TESTING & COMMISSIONING</u>				
9	Test and commission the complete installation + Compliance Certificates, test results and quality documentation incl As-built drawings, operating manuals and maintenance schedules .				
	Post commissioning site visits	Sum	1		
	<u>OPERATION AND MAINTENANCE MANUALS</u>				
10	Supply as per project Specification (3 sets)	Sum	1		
CARRIED TO SUMMARY					R -

ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL PRICE
	<u>SECTION: 6 : HVAC</u>				
	<u>SUPPLEMENTARY PREAMBLES</u>				
	This bill shall be read in conjunction with the technical specifications, drawings, works information and any other associated contract documentation to price for the provision of a complete installation, i.e. the design (where applicable), supply, installation, testing and commissioning, handing over of the fully functional equipment / installation, provision of all as-built documentation and the like, associated operational and maintenance training for Employer staff where specified etc.				
	<u>Ground Floor</u>				
1	Ablutions and Changeroom 500 x 300mm Door Grille				
	i) Supply	No.	1		
	ii) Install	No.	1		
2	500 x 500mm Weather Louver				
	i) Supply	No.	1		
	ii) Install	No.	1		
3	AMS ILT/4-200 - Centrifugal lowpressure fan				
	i) Supply	No.	1		
	ii) Install	No.	1		
4	Fan Electrical Connection	Item	1		
5	Un-insulated Galvanised sheet metal ducting (as per drawing)				
	Supply	m ²	9,63		
	Install	m ²	9,63		
6	Ø100mm Flexible connections				
	Supply	m	10,5		
	Install	m	10,5		
7	Ø100mm Disk Valves				
	Supply	No.	7		
	Install	No.	7		
	<u>Fresh Air Supply</u>				
8	300 x 300mm Weather Louver				
	Supply	No.	1		
	Carried forward				-

ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL PRICE
	Brought forward				-
	Install	No.	1		
9	300 x 300mm Washable Panel Filter				
	Supply	No.	1		
	Install	No.	1		
10	AMS ILT/4-200 - Centrifugal lowpressure fan				
	Supply	No.	1		
	Install	No.	1		
11	Fan Electrical Connection	Item	1		
12	Un-insulated Galvanised sheet metal ducting (as per drawing)				
	Supply	m ²	16,87		
	Install	m ²	16,87		
13	Ø150mm Flexible connections				
	Supply	m	6		
	Install	m	6		
14	Ø150mm Disk Valves				
	Supply	No.	4		
	Install	No.	4		
15	Ø100mm Flexible connections				
	Supply	m	4,5		
	Install	m	4,5		
16	Ø100mm Disk Valves				
	Supply	No.	3		
	Install	No.	3		
	<u>Airconditioning</u>				
17	CC18 - 5.2 Kw Ceiling Cassette Unit				
	Supply	No.	1		
	Install	No.	1		
18	Refrigerant piping & Insulation				
	Supply	m	9		
	Install	m	9		
	Carried forward				-

ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL PRICE
	Brought forward				-
19	Electrical wiring				
	Supply	No.	9		
	Install	No.	9		
20	Ø25mm Condensate piping				
	Supply	m	6		
	Install	m	6		
21	Condenser mounting Bracket				
	Supply	m	1		
	Install	m	1		
22	Wired remote				
	Supply	No.	1		
	Install	No.	1		
23	Cable Tray				
	Supply	No.	6		
	Install	No.	6		
24	Galvanised Trunking				
	Supply	m	6		
	Install	m	6		
25	AC 9 - 2.6Kw Midwall Split Unit				
	Supply	No.	4		
	Install	No.	4		
26	Refrigerant piping & Insulation				
	Supply	m	33		
	Install	m	33		
27	Electrical wiring				
	Supply	m	33		
	Install	m	33		
28	Ø25mm Condensate piping				
	Supply	m	24		
	Install	m	24		
	Carried forward				

ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL PRICE
	Brought forward				-
29	Condenser mounting Bracket				
	Supply	m	4		
	Install	m	4		
30	Wired remote				
	Supply	No.	4		
	Install	No.	4		
31	Galvanised Trunking				
	Supply	No.	9		
	Install	No.	9		
32	Condensate Pump - Sick Room				
	Supply	No.	1		
	Install	No.	1		
33	Stainless Steel Drip Tray & Sump Condensate Pump (Server Room)				
	Supply	No.	1		
	Install	No.	1		
34	Bluchem Corrosion Treatment	No.	8		
35	First floor Ventilation				
	Supply and install				
	<u>Extraction</u>				
	Ablutions and kitchenette				
36	500 x 500mm Door Grille				
	Supply	No.	1		
	Install	No.	1		
37	500 x 500mm Weather Louver				
	Supply	No.	1		
	Install	No.	1		
38	aMS ILT/4-200 - Centrifugal lowpressure fan				
	Supply	No.	1		
	Install	No.	1		
	Carried forward				-

ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL PRICE
	Brought forward				-
39	Fan Electrical Connection	Item	1		
40	Un-insulated Galvanised sheet metal ducting (as per drawing)				
	Supply	m ²	9,64		
	Install	m ²	9,64		
41	Ø150mm Flexiale connections				
	Supply	m	9		
	Install	m	9		
42	Ø150mm Disk Valves				
	Supply	No.	6		
	Install	No.	6		
	<u>Fresh air supply</u>				
43	300 x 300mm Weather Louver				
	Supply	No.	1		
	Install	No.	1		
44	300 x 300mm Washaale Panel Filter				
	Supply	No.	1		
	Install	No.	1		
45	aMS ILT/4-200 - Centrifugal lowpressure fan				
	Supply	No.	1		
	Install	No.	1		
46	Fan Electrical Connection	Item	1		
47	Un-insulated Galvanised sheet metal ducting (as per drawing)				
	Supply	m ²	10,66		
	Install	m ²	10,66		
48	Ø150mm Flexible connections				
	Supply	m	3		
	Install	m	3		
49	Ø150mm Disk Valves				
	Supply	No.	2		
	Carried forward				-

ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL PRICE
	Brought forward				-
	Install	No.	2		
50	Ø100mm Flexible connections				
	Supply	m	3		
	Install	m	3		
51	Ø100mm Disk Valves				
	Supply	No.	2		
	Install	No.	2		
	<u>Air-conditioning</u>				
52	CC24 - 7.1 Kw Ceiling Cassette Unit				
	Supply	No.	1		
	Install	No.	1		
53	Refrigerant piping & Insulation				
	Supply	No.	9		
	Install	No.	9		
54	Electrical wiring				
	Supply	m	9		
	Install	m	9		
55	Ø25mm Condensate piping				
	Supply	m	3		
	Install	m	3		
56	Condenser mounting bracket				
	Supply	No.	1		
	Install	No.	1		
57	Wired remote				
	Supply	No.	1		
	Install	No.	1		
58	Cable Tray				
	Supply	m	6		
	Install	m	6		
	Carried forward				-



ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL PRICE	
	Brought forward				-	
59	Galvanised Trunking					
	Supply	m	6			
	Install	m	6			
60	AC 9 - 2.6Kw Midwall Split Unit					
	Supply	No.	2			
	Install	No.	2			
61	Refrigerant piping & Insulation					
	Supply	m	12			
	Install	m	12			
62	Electrical wiring					
	Supply	m	12			
	Install	m	12			
63	Ø25mm Condensate piping					
	Supply	m	12			
	Install	m	12			
64	Condenser mounting bracket					
	Supply	No.	2			
	Install	No.	2			
65	Wired remote					
	Supply	No.	2			
	Install	No.	2			
66	Galvanised Trunking					
	Supply	m	9			
	Install	m	9			
67	Testing & Commissioning	Sum	1			
68	Operating manuals & As-built drawings (Digital Copy)	Sum	1			
CARRIED TO SUMMARY					R	-

ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL PRICE
	<u>SECTION: 7 :FIRE DETECTION</u>				
	<u>SUPPLEMENTARY PREAMBLES</u>				
	This bill shall be read in conjunction with the technical specifications, drawings, works information and any other associated contract documentation to price for the provision of a complete installation, i.e. the design (where applicable), supply, installation, testing and commissioning, handing over of the fully functional equipment / installation, provision of all as-built documentation and the like, associated operational and maintenance training for Employer staff where specified etc.				
	Supply and install Class A Addressable fire detection system, equipment, address labels, remote alarm indicators and cabling as per specifications. This includes for safety files, minimum 12 month warranty on equipment. Ceiling detectors to include for remote alarm indicators, relays for fire dampers, extractors, fire doors and automated doors (including user interface units). To allow for integration with electronic services specialist regarding automatic release for all doors and tripping of air conditioners/HVAC units in the event of the system being engaged. Fire Detection Specialist to include for CoC in book form in accordance to SANS 10139 (latest edition), Logbook, Mimic Diagrams in all foyers and entrances/exits. Programming of fire detection system to be included as well. Delivery of all fire detection equipment, commissioning of fire detection system, travel and sundries to be included.				
1	PH60 cable, 1mm2, ISO9001 certified, IEEC60502-1 Standard				
	Supply	m	80		
	Install	m	80		
2	Addressable Optical Heat Detector, polar white.				
	Supply	No.	1		
	Install	No.	1		
3	Addressable manual call point (MCP), red, flush mounted with EN54 marking.				
	Supply	No.	4		
	Install	No.	4		
4	Addressable sounder with visual indicator (RED).				
	Supply	No.	4		
	Install	No.	4		
	Carried forward				-

ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL PRICE	
	Brought forward				-	
5	Addressable Optical Smoke Detector, polar white.					
	Supply	No.	13			
	Install	No.	13			
6	1-Loop Addressable Fire Panel with 12V, 18Ah battery and RS485 Network Card.					
	Supply	No.	1			
	Install	No.	1			
7	PVC Conduit					
	Supply	m	110			
	Install	m	110			
8	Sprague Tube					
	Supply	m	27,5			
	Install	m	27,5			
9	A3 Frame with Drawing	No.	1			
10	Consumables	No.	1			
11	Programming & Commissioning	No.	1			
12	Testing of Fire System	No.	1			
13	O&M Manuals	No.	1			
14	OHS Compliance & HSE File	No.	1			
15	Travelling	No.	1			
16	Quartally Maintenance	No.	1			
17	Addressable Void Detector, polar white.	No.	12			
	<u>Cabling</u>					
18	Cat 6A cabling	m	302			
19	4 core 1.0 mm Cu PVC PVC cable	m	90			
20	Contractor's P&A	%	10			
CARRIED TO SUMMARY					R	-

ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL PRICE	
SECTION: 8 :FIRE PROTECTION						
<u>SUPPLEMENTARY PREAMBLES</u>						
This bill shall be read in conjunction with the technical specifications, drawings, works information and any other associated contract documentation to price for the provision of a complete installation, i.e. the design (where applicable), supply, installation, testing and commissioning, handing over of the fully functional equipment / installation, provision of all as-built documentation and the like, associated operational and maintenance training for Employer staff where specified etc.						
Fire Protection System and Emergency Escape						
<u>Supply and Install</u>						
Fire Extinguishers and Hose Reels						
1	5 kg CO2 Fire Extinguishers - SABS approved	No	2			
2	Fire Hose Reel with (30m hose) with pressure gauge, shut off valve, supports and all necessary accessories, as per the manufacturers recommendations	No.	2			
<u>Fire and Safety Signage</u>						
3	E3 Green Direction to escape route signage with arrow pointing Downwards in compliance with SANS 1186	No.	3			
4	E3 Green Direction to escape route signage with arrow pointing RIGHT direction in compliance with SANS 1186	No.	2			
5	E3 Green Direction to escape route signage with arrow pointing LEFT direction in compliance with SANS 1186	No.	1			
6	E3 Green Direction to escape route signage double sided with arrow pointing LEFT & RIGHT direction in compliance with SANS 1186	No.	1			
7	GA26 Emergency Assembly Point	No.	1			
8	F13 Fire Extinguisher signage with arrow pointing downwards in compliance with SANS 1186	No.	3			
9	Testing & Commissioning	Sum	1			
10	Operating manuals & As-built drawings (Digital Copy)	Sum	1			
CARRIED TO SUMMARY					R	-

ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL PRICE	
SECTION: 9 : PROVISIONAL SUMS						
<u>SUPPLEMENTARY PREAMBLES</u>						
Work for which budgetary allowances are provided and will be measured in accordance with the contract at rates (based on defined cost) agreed in terms of the contract following Project Managers Instruction (PMI) being issued. Payment of items will only be enforced once work is complete and Defect Free.						
<u>BUDGETARY ALLOWANCES</u>						
<u>Detailed Design</u>						
1	Provide the sum of R 60,000.00 for detailed design for an access steel ramp including corrosion protection	Item	1	R	60 000,00	
2	Provide the sum of R 18,000.00 to produce a detailed design for a steel staircase including corrosion protection	Item	1	R	18 000,00	
3	Provide the sum of R 13,500.00 to produce a detailed design for a steel walkway including corrosion protection	Item	1	R	13 500,00	
<u>Supply and Install</u>						
4	Provide the sum of R 140 000,00 to supply and Install an access steel ramp including corrosion protection	Item	1	R	140 000,00	
5	Provide the sum of R 42 000,00 to supply and Install a steel staircase including corrosion protection	Item	1	R	42 000,00	
6	Provide the sum of R 31 500,00 to supply and Install a steel walkway including corrosion protection	Item	1	R	31 500,00	
7	Provide the sum of R 60 000,00 to supply and install steel posted and polycarbonate sheeting carport.	Item	1	R	60 000,00	
8	Provide the sum of R 30 000,00 to supply and Install vinyl sheeting frosting on main entrance shopfront door. Sheetting to be edged with the Transnet logo (to architects' description).	Item	1	R	30 000,00	
CARRIED TO SUMMARY					R	395 000,00

ITEM	DESCRIPTION	TOTAL PRICE
	<u>DESCRIPTION</u>	<u>AMOUNT</u>
1	PRELIMINARIES AND GENERALS	R -
2	BUILDERS WORK	R -
3	ELECTRICAL WORKS	R -
4	EARTHING & LIGHTNING PROTECTION	R -
5	ELETRICAL INSTALLATION	R -
6	HVAC	R -
7	FIRE DETECTION	R -
8	FIRE PROTECTION	R -
9	BUDGETARY ALLOWANCE	R 395 000,00
OFFERED TOTAL OF THE PRICES EXCLUSIVE OF VAT CARRIED TO THE FORM OF OFFER AND ACCEPTANCE (EXCLUDING 15% VAT)		



PART C3: SCOPE OF WORK

document reference	title	no of page
C3.1	This cover page	1
	<i>Employer's Works Information</i>	42
Total number of pages		43

C3.1 EMPLOYER'S WORKS INFORMATION

Contents

PART C3: SCOPE OF WORK.....	1
SECTION 1.....	4
1 Description of the <i>works</i>	4
1.1 Executive overview	4
1.2 Interpretation and terminology	4
2 Engineering and the <i>Contractor's</i> design.....	5
2.1 <i>Employer's</i> design.....	5
2.2 Parts of the <i>works</i> which the <i>Contractor</i> is to design	6
2.3 Procedure for submission and acceptance of <i>Contractor's</i> design	6
2.4 Review and Acceptance of <i>Contractor</i> Documentation	7
2.5 Use of <i>Contractor's</i> Design	7
2.6 As-built drawings, operating manuals and maintenance schedules.....	7
3 Construction	8
3.1 Temporary <i>works</i> , Site services & construction constraints.....	8
3.2 Completion, testing, commissioning and correction of Defects	11
4 Plant and Materials Standards and Workmanship.....	13
4.1 Electrical Engineering Works	13
4.2 Mechanical Engineering Works	21
4.3 Building works	27
4.4 Structural Works.....	28
SECTION 2.....	31
5 Management and start up.....	31
5.1 Management meetings	31
5.2 Documentation Control.....	31
5.3 Safety risk management.....	32
5.4 Environmental constraints and management	33
5.5 Quality assurance requirements	36
5.6 Programming constraints	37



5.7	<i>Contractor's</i> management, supervision and key people	39
5.8	Training workshops and technology transfer	40
5.9	Insurance provided by the Employer	40
5.10	Contract change management	40
5.11	Provision of bonds and guarantees	40
5.12	Records of Defined Cost, payments & assessments of compensation events kept by <i>Contractor</i>	41
5.13	The <i>Contractor's</i> Invoices	41
5.14	People	41
5.15	Plant and Materials	43

SECTION 1

1 Description of the *works*

1.1 Executive overview

Transnet has adopted a new approach to strategic thinking, Segment Strategy, to drive SA's trade competitiveness. The Segment Strategies represents a fundamental change for Transnet, away from a divisional, modal service offering to strategic participation and structured collaboration in integrated commodity supply chains. In responding to the Segment Strategy as contemplated by Transnet SOC Ltd, Transnet National Ports Authority (TNPA) formulated the KZN Ports Master Plan Strategy which is underpinned by inter alia, positioning the Port of Durban as a premier Automotive Terminal and Container hub.

This project is a second phase of Refurbishments to Building B2/445 At the Old I&J Site project. The works that the *Contractor* is to perform is related to Electrical, Mechanical (HVAC and Fire detection and protection), Structural and minor General Building works.

1.2 Interpretation and terminology

The following abbreviations are used in this Works Information:

Abbreviation	Meaning given to the abbreviation
AIA	Authorised Inspection Authority
BBBEE	Broad Based Black Economic Empowerment
CEMP	Construction Environmental Management Plan
CD	Compact Disc
CDR	<i>Contractor</i> Documentation Register
CDS	<i>Contractor</i> Documentation Schedule
CESSG	<i>Contractor</i> Environmental and Sustainability Specification Guidelines
CRL	<i>Contractor</i> Review Label
CSHEO	<i>Contractor's</i> Safety, Health and Environmental Officer
CM	Construction Manager
DTI	Department of Trade and Industry
DWG	Drawings
EA	Environmental Authorisation
EMPr	Environmental Management Programme
EO	Environmental Officer
HAW	Hazard Assessment Workshop
HAZOP	Hazard and Operability Study
HSSP	Health and Safety Surveillance Plan
HDG	Hot Dip Galvanising
INC	Independent Nominated Consultant
IP	Industrial Participation

Abbreviation	Meaning given to the abbreviation
IR	Industrial Relations
IPP	Industrial Participation Policy
IPO	Industrial Participation Obligation
IPS	Industrial Participation Secretariat
IRCC	Industrial Relations Co-ordinating Committee
JSA	Job Safety Analysis
CIRP	<i>Contractor's</i> Industrial Relations Practitioner
Native	Original electronic file format of documentation
PES	Project Environmental Specifications
PHA	Preliminary Hazard Assessment
PIRM	Project Industrial Relations Manager
PIRPMP	Project Industrial Relations Policy and Management Plan
PLA	Project Labour Agreements
PSIRM	Project Site Industrial Relations Manager
PSPM	Project Safety Program Manager
PSSM	Project Site Safety Manager
ProgEM	Programme Environmental Manager
ProjEM	Project Environmental Manager
QA	Quality Assurance
R&D	Research and Development
SANS	South African National Standards
SASRIA	South African Special Risks Insurance Association
SHE	Safety, Health and Environment
SHEC	Safety, Health and Environment Co-ordinator
SIP	Site Induction Programme
SMP	Safety Management Plan
SSRC	Site Safety Review Committee
TNPA	Transnet National Ports Authority
UPS	Uninterrupted Power Supply
USL	Underground Service Location
VTS	Vessel Tracking Station

2 Engineering and the *Contractor's* design

2.1 *Employer's* design

2.1.1 The *Employer's* design for the *works* is:

- Heating, Ventilation, and Air Conditioning (HVAC) System
- Fire Detection and Alarm System
- Fire Protection (portable fire suppression equipment, fire and emergency signage and evacuation plans)
- Electrical Reticulation

- Architectural

and is contained in the various sections of this document and its referenced drawings notably:

- Works information and all annexures thereto
- Technical specifications
- Drawings
- Specified design standards

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

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

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

- Structural steel ramp
- Structural steel staircase
- Any Workshop drawings as may be required
- Any temporary works

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

- Integration of Electrical reticulation (tying into existing power supply).

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

2.2.4 The *Contractor* must note that Works priced under Provisional Sums will be addressed according to Clause 60 and 61 of the Contract.

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

2.3.1 The *Contractor* shall address the following procedures:

The *Contractor's* documentation shall be issued to the *Project Manager* under cover of the *Contractor's* Transmittal note indicating all contract references (i.e., Project number, contract number, etc.) as well as the *Contractor's* project document number, revision number, Title, and chronological listing of transmitted documentation. Formats of *Contractor* data submitted is dependent on the project procedure and shall be specified by the *Project Manager*, upon the notified request of the *Contractor*.

The *Contractor* shall deliver both hard and electronic copies to the *Project Manager* at the address stated in the contract data.

All electronic documentation shall be submitted in PDF and native file formats.

Acceptance of documentation by the *Project Manager* will, under no circumstances relieve the *Contractor* of its responsibility for the correctness of information, or conformance with his obligation to provide the Works. The obligation rests solely with the *Contractor*.

After review, a copy of the original reviewed/ marked-up drawing/document, with the *Project Manager's* consolidated comments and document status marked on the *Contractor's* review label, is scanned and the copy shall be returned to the *Contractor* under cover of the project's note for revision or re-submittal as instructed.

The *Contractor* shall allow the *Project Manager* two weeks to review and respond to the *Contractor's* submission of their documentation, i.e., from time of receipt by the *Project Manager* to the time of dispatch. However, work shall proceed without delay in the event of the late return of documentation by the *Project Manager* with prior notification in writing by the *Contractor*.

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

Any re-submittals, which have not included the changes/comments identified, will be returned to the *Contractor* to be corrected. The *Contractor* shall re-issue the revised documentation incorporating all comments and other specified details not included in the previous issue within two working days of receipt of the marked-up document, in compliance with NEC 3 core clause 21.2.

2.4 Review and Acceptance of Contractor Documentation

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

In undertaking the 'Works' (including all incidental services required), the *Contractor* shall conform and adhere to the requirements of the 'Contractor Document Submittal Requirements' Standard included in Annexure 1 (Refer DOC-STD-0001).

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

2.5 Use of Contractor's Design

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

2.6 As-built drawings, operating manuals and maintenance schedules

- 2.6.1 The *Contractor* provides the following:

All documentation for statutory and regulatory compliance, project controls, training and the operation and maintenance of the Works.

2.6.2 As-Built/Final Documentation

In undertaking the 'Works' (including all incidental services required), the *Contractor* shall conform and adhere to the requirements of the 'Contractor Document Submittal Requirements' Standard included in Annexure 1 (Refer DOC-STD-0001).

2.6.3 Installation, Maintenance and Operating Manuals and Data Books

In undertaking the 'Works' (including all incidental services required), the *Contractor* shall conform and adhere to the requirements of the 'Data Books and Manuals' Standard included in Annexure 10 (Refer DOC-STD-0001) and the 'Contractor Documentation Submittal Requirements' Standard included in Annexure 1 (Refer to DOC-STD-0001).

3 Construction

3.1 Temporary works, Site services & construction constraints

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

The *Contractor* complies with *Employer's* site entry and security control, permits, and site regulations.

- The *Contractor* will only commence with construction including site establishment once the SHEQ files have been approved and issued with SHE site access certificates.
- The *Contractor* is specifically excluded from entering the *Employer's* operational areas which are outside the Site and Working Areas.
- The *Contractor* plans and organises his work in such a manner so as to cause the least possible disruption to the *Employer's* operations.
- The *Contractor* ensures the safe passage of *Contractor's* traffic to and around the Site and Working Areas at all times that includes providing flagmen, protective barriers, signage and so forth for protection, direction and control of traffic.
- The *Contractor* keeps daily records of his Equipment used on Site and the Working Areas (distinguishing between owned and hired Equipment) with access to such daily records available for inspection by the *Project Manager* at all reasonable times.

3.1.2 Restrictions to access on Site, roads, walkways and barricades

The *Contractor* complies with the following access / egress permissions and restrictions for personnel and Equipment within the Site boundaries requirements of the *Employer*:

- The *Contractor* ensures that all his construction staff, labour, and Equipment remain within his allocated and fenced off construction area.
- Prior to bringing Equipment to site the *Contractor* will be required to notify the *Project Manager* as per the NEC 3 communication procedures and provide details of the Equipment to be brought to site and obtain approval from the *Project Manager*, the *Contractor* can only bring equipment once the *Project Manager* issues approval in writing.
- All *Contractor's* staff and labour complies with the *Employer's* (TNPA) operational safety requirements and are equipped with all necessary PPE, high visibility apparel and floating apparel.
- The *Contractor's* personnel and Sub-*Contractor's* on site are restricted from accessing areas outside the approved Working Area.

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

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

- Normal working hours are Mondays to Fridays, from 07h00 to 17h00. The *Contractor* is to use his discretion on what hours will be worked within that window.
- Work will not be permitted during any weekend and public holiday without permission by the *Project Manager*. Permission to work is to be requested in writing at least 2 weeks before the weekend/days; permission is not necessarily guaranteed and will be dependent on the nature of the work to be done and availability of the Supervisor and other staff.

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

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

3.1.5 Health and safety facilities on Site

The *Employer* does not provide health and safety facilities on Site. These facilities are to be provided by the *Contractor* in full compliance with both statutory and any stated *Employer* requirements.

3.1.6 Environmental controls, fauna & flora, dealing with objects of historical interest

The *Employer* does not provide environmental controls on Site. These facilities are to be provided by the *Contractor* in full compliance with both statutory and any stated *Employer* requirements.

3.1.7 Title to Materials from demolition and excavation

The *Contractor* has no title to all materials arising from dismantling and demolition in the performance of the works with title to such materials remaining with the *Employer*.

With title to such Materials (as referenced above) remaining with the *Employer*. The *Project Manager* shall instruct the *Contractor* how to label, mark, set aside and/or dispose of such Materials for the benefit of the *Employer* in accordance with ECC Clause 73.1.

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

- Any other *Contractors* involved in the project such as those relocating the radar equipment.
- Any a statutory or regulatory body involved in inspections or the giving of permissions during the building process.

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

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

3.1.9 Publicity and progress photographs

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

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

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

3.1.10 *Contractor's* Equipment

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

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

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

3.1.11 Equipment provided by the *Employer*

No Equipment will be provided by the *Employer*.

3.1.12 Site services and facilities:

The *Contractors* site establishment area(s) is to be within the *Contractor's* boundary of the area that will be confirmed with the successful *Contractor* after award and shall be clearly sign posted and be compliant with the relevant environmental and safety regulations and restrictions that might be in place until the *Contractor* has de-established from site. The site establishment layout must be approved by the *Project Manager*.

The *Contractor* shall ensure that the area used has a suitable continuous security fence and the necessary access gates. All preparation and fencing, etc. shall be done by the *Contractor* and shall be for his account, this includes clearing away and leaving clean and clear at completion.

The *Contractor* shall provide, maintain and remove lockable portable chemical type toilets. An area will be made available within the *Contractor's* Working Areas.

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

- Lay down area for the offices and toilet facilities. This will be further discussed at the tender clarification meeting and site inspection and agreed upon.
- Point of supply for water and electricity. This will be further discussed at the tender clarification meeting and site inspection and agreed upon.

Wherever the *Employer* provides facilities (including, inter alia, temporary power, water, waste disposal, telecommunications, etc.) for the *Contractor's* use within the Working Areas and the *Contractor* adapts

such facilities for use, then the *Contractor* makes good and provides full reinstatement to the land (including all apparatus of the *Employer* and Others in, on or under the land) and surrounding areas to its original standard upon dismantling of such facilities and hand-back to the *Employer*.

3.1.14 Facilities provided by the *Contractor*:

Toilet facilities are to be provided for the *Contractor's* staff by the *Contractor*. Outside toilets should be provided with locks and doors and should be secured to prevent them from blowing over. The *Contractor* should arrange for regular servicing of toilets (disposal is to be a registered wastewater treatment works and will be entirely responsible for enforcing their use and for maintaining such latrines in a clean, orderly, and sanitary condition to the satisfaction of the Supervisor. Safe disposal certificates need to be furnished to the *Project Manager*.

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

- A lockable office with 2 desks, 4 chairs,
- Chemical toilets (in a maximum ratio of 1:10) for both males and females
- Suitable facilities for all meetings to be held on site (which may be shared).

Wherever the *Contractor* provides facilities (either his own or for the *Project Manager* and/or Supervisor) and all items of Equipment, involving, inter alia, offices, accommodation, laboratories, Materials storage, compound areas etc, within the Working Areas, then the *Contractor* makes good and provides full reinstatement to the land (including all apparatus of the *Employer* and Others in, on or under the land) and surrounding areas to its original standard, upon dismantling of such facilities and items of Equipment.

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

3.1.15 Underground services, other existing services, cable and pipe trenches and covers

As reflected in the Drawings (Annexure 2), a USL survey has been conducted on the site and the results are shown. The *Contractor* is responsible to take every reasonable care to avoid damage to these and any other existing services, as some services may not be reflected in the drawings.

It is thought possible that these are redundant 'dead' electrical services to the adjacent site but due to the high density of services and the uncertainty regarding their exact type, status and the sensitivity of the area in general, proof trenching shall be by hand only and with the use of blunted equipment.

In addition to the above, the *Contractor* shall consult the *Project Manager* prior to undertaking any excavation and relocation work. The *Contractor* must thereafter exercise due care and attention in carrying out the agreed excavation work to avoid damage or disruption to any live existing services as may be found.

The *Contractor* is required to liaise with the *Project Manager* and establish as accurately as possible, the location and proving of their status (live or abandoned) of the various existing services situated within the works area and record all such information on a suitable "marked -up" drawing for reference at all times.

3.1.16 Giving notice of work to be covered up

The *Contractor* notifies the Supervisor when elements of the works are to be covered up.

3.2 Completion, testing, commissioning and correction of Defects

3.2.1 The work to be done by the Completion Date

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

Item of work	To be completed by
Certificates of Compliance, permission to install & concessions	Within 2 days prior to Completion Date
"Red line" drawings of any item of <i>Employer</i> design	On or before the Completion Date
As-built drawings of any item of <i>Contractor</i> design	On or before the Completion Date
Maintenance and Operating Manuals of all proprietary and specialised equipment (such as Air conditioning units, fire suppression systems etc)	Within 2 days prior to Completion Date

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

Ancillary or "De minimis" works (which DO NOT prevent the *Employer* enjoying beneficial use after Completion) capable of completion after Completion has been certified.

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

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

- Not applicable

3.2.4 Materials facilities and samples for tests and inspections

Not applicable

3.2.5 Commissioning

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

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

- All work is inspected by The *Contractor* to ensure all defects are identified and rectified.
- The *Contractor* informs the *Employer* of all defects showed and the remedial action taken.

Once the defects identified by the *Contractor* have been rectified, The *Contractor* and the Supervisor shall jointly inspect the Works. Any further defects shall be recorded and categorised according to the following:

- Defects that are urgent and require immediate attention to enable testing and commissioning to be completed.
- Defects that can be rectified after Commissioning.
- Items that are out of scope and require approval to be implemented.
- The *Contractor* and the Supervisor shall jointly inspect once all identified defects have been rectified.
- The *Project Manager* notifies The *Contractor* that commissioning may proceed.

- A safety review is held with the *Contractor*, Supervisor, *Project Manager*, and necessary experts for the system being commissioned.
- Each system and item of major equipment is thoroughly checked using an accepted pre-commissioning check list.
- Functionality is checked for all items under no load conditions.
- Once all checks are complete and functionality confirmed, the system is started under test conditions and then put into operation.
- *Contractor* rectifies all further defects identified during the commissioning process and previously identified defects including approved compensation events.
- The *Contractor* and the Supervisor shall jointly inspect once all identified defects have been rectified.
- The *Contractor* shall invite the *Employer*'s Engineer for all testing and commissioning activities at least 2 weeks prior to the start of the activities. the *Employer*'s engineer must be present for all testing and commissioning activities.

The *Contractor* ensures that the documentation is presented to the *Project Manager* before Completion.

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

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

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

3.2.6 Access given by the *Employer* for correction of Defects

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

- Where the *Contractor* has to return to Site after Completion to rectify notified Defects, the *Employer* may either impose the same Site access restrictions as communicated elsewhere or they may be incrementally or substantially changed post Completion so as not to interfere with ongoing operations.

4 Plant and Materials Standards and Workmanship

4.1 Electrical Engineering Works

4.1.1 Scope of Work

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

- Supply, delivery and installation of LV cables.
- Supply, delivery and installation of exterior luminaires.
- Supply, delivery and installation of interior luminaires.
- Supply, delivery and installation of building cabling, wiring, distribution board, wire ways and associates.
- Supply, delivery and installation of light switches, power skirting, socket outlets and associates.
- Design, Supply, delivery and installation of light switches, power skirting, socket outlets and associates.

- Commission and testing of the entire installation and hand over to the *Employer*.

4.1.2 General

4.1.2.1 Transnet National Port's Authority electrical appointed personnel shall perform all the required switching and control work permits.

4.1.2.2 For any required switching, the *Contractor* shall submit a notification to the *Project Manager* seven days prior to the required work being performed.

4.1.3 Standard of Work, Plant and Materials

4.1.3.1 The electrical installation shall conform to the requirements of the latest edition and amendments of SANS 10142-1 Code of Practice for the Wiring of Premises and any additional requirements thereto, described in this specification.

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

4.1.3.3 All Plant and Material shall comply with the relevant National or International standard specification.

4.1.4 Generic Specifications

All *Design's* undertaken, *Plant's* and *Materials* supplied by the *Contractor* in agreement with the *Employer*, with the intention to execute the works detailed in this document, shall comply in general with all associated Transnet Specifications listed below. It is understood that Transnet Specification requirements are more stringent than the SANS standard requirements, the *Contractor* is required to fully comply with the Transnet Specifications. In the case where the SANS standard is more stringent than the Transnet Standard, the *Contractor* shall comply with the SANS Standard. The *Contractor* shall also verify all site details given in the *Employer's* drawings.

TPD-001-EL&PSPEC	Technical specification for electrical installations to building other than dwelling houses
TPD-002-DBSPEC	Technical specification for low voltage distribution boards
TPD-003-CABLESPEC	Technical specification for medium and low voltage cables
TPD-004-EARTHINGSPEC	Technical specification for earthing and the protection of buildings and structures against lightning

4.1.5 Service Conditions

The Plant and Material shall be designed and rated for continuous operation under the following conditions.

4.1.5.1 Ambient/Environment Conditions

All Plant and Material offered shall be rated for continuous operation under the following conditions:

- Altitude: 0 to 1800m Above Sea Level
- Ambient temperature: -5°C to +40°C (daily average +35°C)
- Relative humidity: As high as 96%

- Lightning conditions: Severe, with a maximum lightning ground flash density of 12 flashes per km² per annum.

4.1.6 Lightning Conditions

All lightning protection Plant and Material offered shall be rated to withstand the following conditions:

- Current: The peak lightning current and its rate of rise of rise Shall be regarded as severe when $I_{MAX} = 200kA$.
- Voltage: The highest cloud potential shall be assumed to be More than 100MV, where; $Q = CV$, where Q is assumed at 100C and C to be 10-7.

4.1.7 Normative References

The following publications and specifications (latest edition) shall apply where contextually correct:

SANS 767 - 1	Fixed earth leakage protection circuit-breakers
SANS 950	Unplasticized chloride rigid conduit and fittings for use in electrical installations
SANS 1063	Earth rods, couplers and connections
SANS 1085	Wall outlet boxes for the enclosure of electrical accessories
SANS 1091	National colour standards for paint
SANS 1213	Mechanical cable glands
SANS 1433 - 1	Electrical terminals and connectors Part 1 terminal blocks having screw and screw less terminals
SANS 1433 - 2	Electrical terminals and connectors Part 2: Flat push-on connector
SANS 1507 (1 – 4)	Electric cables with extruded solid dielectric insulation for fixed installations (300/500 V to 1900/3300V) Part 1 - 4
SANS 60669 - 2 - 1	Switches for household and similar fixed electrical installations Part 2-1: Particular requirements - Electronic switches
SANS 60669 - 2 - 4	Switches for household and similar fixed electrical installations Part 2-4: Particular requirements - Isolating switches
IEC 60998 - 2 -1	Connecting devices for low-voltage circuits for household and similar purposes Part 2-1: Particular requirements for connecting devices as separate entities with screw-type clamping units
SANS 10313	Protection against Lightning – Physical damage to structures and life hazard
SANS 10064	Code Of Practice for The Preparation of Steel Surfaces for Coating.
SANS10142-1	Code Of Practice for The Wiring of Premises
SANS 10389-1	Exterior Lighting Part 1: Artificial Lighting of Exterior Areas for Work and Safety
OHS Act	Occupational Health and Safety Act Of 1993
SANS 10199	The Design and Installation of Earth Electrodes

SANS152	Low Voltage Air Breaker Switches, Connectors, Switch Disconnectors, Fuse Combination Units.
SANS 172	Low Voltage Fuses
SABS 763	Hot Dip Zinc (Galvanised) Coatings
SABS 950	Non-Metallic Conduit and Fittings.
SANS 1091	National Colour Standards for Paints.
SANS 1012	Electric Light Dimmers
SANS 1065-1	Metal Conduits and Fittings for Electrical Wiring
SABS 1180	Electrical Distribution Boards
SANS 1279	Floodlight Luminaires
SABS IEC 439	Low Voltage Switchgear
SABS IEC 309	Plugs, Socket Outlets and Couplers for Industrial Purposes
SABS IEC 742	Isolating Transformers and Safety Isolating Transformers

4.1.8 Exterior Works

4.1.8.1 External Lighting

- a) The *Contractor* shall supply, deliver, offload and install surface mounted vapour proof, IP65 Bulkhead LED luminaires mounted on the exterior of the building as shown in drawings No: ELE24076-LYT-01-01 and ELE24076-LYT-01-02. The Luminaires shall be supplied, delivered and installed complete with control gear, wiring, LED modules and optics.
- b) The power supply to the luminaires shall be installed in existing PVC conduits that are surface mounted and/or recessed into the wall, unless otherwise stated. The mounting height for the luminaires shall be as specified in the drawing.
- c) The *Contractor* is required to test the installation in the presence of the *Employer's* Engineers and issue electrical "Certificate of Compliance" (COC) for all work done to the satisfaction of the *Employer's* Engineers.

4.1.8.2 Earthing and Lightning Protection of the Building

- a) The *Contractor* shall also design, supply and install a suitable earthing and lightning protection system for the building as shown in the typical layout provided in drawing number ELE24076-700-LYT-01-01. The earthing and bonding installation shall be designed to meet the requirements of SANS 10142 and SANS 61312 and SANS 10313. The design of the lightning protection system shall conform to Transnet specification TPD: 004-EARTHINGSPEC, SANS 10142-1 and SANS 10313. The *Contractor* shall supply and install Aluminium earth protective bare solid conductor with finials around the edges of the roof of the building. All necessary support accessories for installing this cable shall be included as part of the scope of this works. The *Contractor* shall also supply and install 1-core, flexible, PVC insulated, copper cable down conductors as shown in drawing number ELE24076-700-LYT-01-01. The down conductors shall be installed in building downpipes or in 50–100mm in diameter conduit. The *Contractor* shall furthermore provide suitable earth test points with detailed name plates as shown in drawing number ELE24076-700-LYT-01-01. The test joints shall include but not limited to; a fixed earth terminal with a 9.3kA rating for 1s and end pieces, allowing for termination of the single core cable down conductor.

- b) The *Contractor* shall design, supply, deliver, offload, and install an earth bar configuration system with reference to a typical layout shown in drawing number ELE24076-700-LYT-01-01. The earth bar configuration system shall be inclusive of but not limited to all bars, bolts, nuts, spring washer and the crimping lugs. All fixtures and washers shall be stainless steel.

4.1.9 Ground Floor

4.1.9.1 Distribution Board

The *Contractor* shall disconnect the existing 25mm², 4-core, SWA, ECC, PVC insulated, low voltage copper cable from the existing distribution board in the ground floor server room. The distribution board shall be removed and handed over to the Electrical Port Maintenance department.

The *Contractor* shall construct, supply, install and commission the I&J Building ground floor main Distribution Board. The distribution board shall be recessed into the wall, made of 3CR12 type stainless steel material with a minimum thickness of 1.6mm, IP20 and paint type shall be powder coated at 40 microns as shown in drawing number ELE24076-400-SCM-01-01. The *Contractor* shall conform to the paint colours indicated in drawing number ELE24076-400-SCM-01-01. The distribution board shall be top and bottom cable entry.

The Ground Floor Distribution Board shall contain the following signage:

- Name of the Distribution Board as said in drawing number ELE24076-400-SCM-01-01 (“**Ground Floor DB – Fed from VTS Building**”).
- Naming of the different sections of the Distribution Board i.e., **Essential Supply and UPS Supply**.
- The rated Voltage level of the Distribution Board.
- The rated Short Circuit Current in all different sections of the distribution board.
- The rated current in different sections of the distribution board.
- Description of circuits fed by the associated circuit breaker as indicated in drawing number ELE24076-400-SCM-01-01. For example, First Floor DB.
- Full description of the type of cable (Copper PVC insulated ECC, SWA), the size in mm² of the cable terminated in the associated circuit breaker and the cable run length to the load.
- Danger sign in all sections of the Main Distribution board with a specific caution indication of the UPS supply section of the board.

4.1.9.2 Cables and Cableway System

- a) The *Contractor* shall terminate the existing 25mm², 4-core, SWA, ECC, PVC insulated, low voltage copper cable to the new recessed ground floor distribution board, as shown in drawing number ELE24076-400-SCM-01-01. The cables shall be installed and terminated in accordance with the cable manufactures specifications and in adherence to Transnet specification TPD-003-CABLESPEC. The *Contractor* shall supply, deliver, offload and install a 25mm², 4-core, SWA, ECC, PVC insulated, low voltage copper cable from the essential compartment of the I&J Building ground floor main Distribution Board to the UPS section of the same distribution board.
- b) The *Contractor* shall supply and install cable ladder as shown on ELE24076-100-LYT-01-01. The cable ladder shall be secured using threaded rod and unistrut as shown on drawing ELE24076-100-LYT-01-01.

4.1.9.3 Lightning Installation

- a) The *Contractor* shall supply and install luminaries as shown on drawing ELE24076-LYT-01-01.

- b) The *Contractor* shall supply and install light switches as shown on drawing number ELE24076-LYT-01-01.
- c) The power supply to the luminaires shall be installed in existing PVC conduits that are surface mounted and/or recessed into the wall as shown on drawing ELE24076-100-LYT-01-03. All necessary accessories such as fasteners, bends, junction boxes, covers, adaptors, etc shall be included to ensure a safe neat link for the conduit system.
- d) The *Contractor* shall supply, deliver, offload and install SABS approved PVC insulated house wire for all lighting circuits as shown in drawing ELE24076-LYT-01-01. The PVC insulated wire shall comply with Transnet specification TPD-003-CABLESPEC. All luminaires shall be installed according to SANS 10142-1 and specification No. TPD-001-EL&PSPEC, Specification for electrical installations to buildings other than dwelling houses.
- e) The *Contractor* shall supply, deliver and install occupancy sensors as detailed in drawing number ELE24076-LYT-01-01. The time delay DIP switch setting on the occupancy sensors shall be set at thirty (30) minutes.
- f) All electrical works pertaining to the electrical lighting should be done in accordance with the referenced drawing, if clarity is needed in any regard the electrical engineer should be contacted prior to any commencement of work.

4.1.9.4 Switched Socket Outlets

- a) The *Contractor* shall supply and install switched socket outlets as shown on drawing number ELE24076-LYT-01-01.
- b) The power supply to the socket outlets shall be installed in existing PVC conduits surface mounted and/or recessed into the wall as shown on drawing ELE24076-100-LYT-01-03. All necessary accessories such as fasteners, bends, junction boxes, adaptors, etc shall be included to ensure a safe neat link for the conduit system. The mounting height for the power points shall be as specified in the drawing.
- c) All conduit terminations to socket outlet boxes shall be done using a PVC male adaptor and a suitable PVC washer.
- d) All PVC conduits, couplers, male adaptors, boxes and PVC adhesives shall be SABS approved.
- e) The *Contractor* shall supply, deliver, offload and install SABS approved PVC insulated house wire for all socket outlet circuits as shown in drawing ELE24076-LYT-01-01. The PVC insulated wire shall comply with Transnet specification TPD-003-CABLESPEC. The PVC insulated house wire shall be installed in conduit.
- f) All socket outlets shall be installed according to SANS 10142-1 and specification No. TPD: 001-EL&PSPEC; Technical specification for the supply and installation of electrical lighting and power in buildings other than dwelling houses.

4.1.9.5 Switched Isolators

- a) The *Contractor* shall supply, deliver, offload, and install similar or equal approved to Legrand switched disconnectors (isolators) as shown in drawing number ELE24076-LYT-01-01. The isolators shall be installed at various heights as shown in drawing number ELE24076-LYT-01-01.
- b) The power supply to the isolators shall be installed in existing PVC conduits surface mounted and/or recessed into the wall as shown on drawing ELE24076-100-LYT-01-03. All necessary accessories such as fasteners, bends, junction boxes, adaptors, etc shall be included to ensure a safe neat link for the conduit system. The mounting height for the isolators shall be as specified in the drawing.
- c) The *Contractor* shall supply, deliver, offload, and install SABS approved PVC insulated house wire for all isolator circuits as shown in drawing ELE24076-LYT-01-01. The PVC insulated wire

shall comply with Transnet specification TPD-003-CABLESPEC. The PVC insulated house wire shall be installed in conduit.

4.1.10 First Floor

4.1.10.1 Distribution Board

The *Contractor* shall construct, supply, install and commission the I&J Building first floor Distribution Board. The distribution board shall be floor standing, made of 3CR12 stainless steel with a minimum thickness of 2mm, IP20 and shall be powder coated at 40 microns as shown in drawing number ELE24076-400-SCM-01-01. The *Contractor* shall conform to the paint colours indicated in drawing number ELE24076-400-SCM-01-01. The distribution board shall be bottom and top cable entry to allow ease access of outgoing cables to loads.

The *Contractor* shall ensure that the size of the distribution board is suitable to fit inside the room through the access doors provided.

The Distribution Board shall contain the following signage:

- Name of the Distribution Board as indicated in drawing number ELE24076-400-SCM-01-01 ("**First Floor DB – Fed from Ground Floor DB**").
- Naming of the different sections of the Distribution Board i.e., **Essential Supply and UPS Supply**.
- The rated Voltage level of the Distribution Board
- The rated Short Circuit Current in all different sections of the distribution board
- The rated current in different sections of the distribution board
- Description of circuits fed by the associated circuit breaker as indicated in drawing number ELE24076-400-SCM-01-01.
- Full description of the type of cable (Copper PVC insulated ECC, SWA), the size in mm² of the cable terminated in the associated circuit breaker and the cable run length to the load.
- Danger sign in all sections of the Distribution board.

4.1.10.2 Cables and Cableway System

- a) The *Contractor* shall supply, deliver, offload and install a 16mm², 4-core, SWA, ECC, PVC insulated low voltage copper cable and 25mm², 4-core, SWA, ECC, PVC insulated low voltage copper cable from the recessed ground floor distribution board to the first-floor distribution board, as shown in drawing number ELE24076-400-SCM-01-01. The cable shall be installed on cable ladder as shown on drawing ELE24076-100-LYT-01-01.
- b) The *Contractor* shall supply and install cable ladder as shown on ELE24076-100-LYT-01-01. The cable ladder shall be secured using threaded rod and unistrut as shown on drawing ELE24076-100-LYT-01-01.

4.1.10.3 Lightning Installation

- a) The *Contractor* shall supply and install luminaires as shown on drawing ELE24076-LYT-01-02.
- b) The *Contractor* shall supply and install light switches as shown on drawing number ELE24076-LYT-01-02.
- c) The power supply to the luminaires shall be installed in existing PVC conduits that are surface mounted and/or recessed into the wall as shown on drawing ELE24076-100-LYT-01-02. All

necessary accessories such as fasteners, bends, junction boxes, covers, adaptors, etc shall be included to ensure a safe neat link for the conduit system.

- d) The *Contractor* shall supply, deliver, offload and install SABS approved PVC insulated house wire for all lighting circuits as shown in drawing ELE24076-LYT-01-02. The PVC insulated wire shall comply with Transnet specification TPD-003-CABLESPEC. All luminaires shall be installed according to SANS 10142-1 and specification No. TPD-001-EL&PSPEC, Specification for electrical installations to buildings other than dwelling houses.
- e) The *Contractor* shall supply, deliver and install occupancy sensors as detailed in drawing number ELE24076-LYT-01-02. The time delay DIP switch setting on the occupancy sensors shall be set at thirty (30) minutes.
- f) All electrical works pertaining to the electrical lighting should be done in accordance with the referenced drawing, if clarity is needed in any regard the electrical engineer should be contacted prior to any commencement of work.

4.1.10.4 Switched Socket Outlets

- a) The *Contractor* shall supply and install switched socket outlets as shown on drawing number ELE24076-LYT-01-02.
- b) The power supply to the socket outlets shall be installed in existing PVC conduits surface mounted and/or recessed into the wall as shown on drawing ELE24076-100-LYT-01-03. All necessary accessories such as fasteners, bends, junction boxes, adaptors, etc shall be included to ensure a safe neat link for the conduit system. The mounting height for the power points shall be as specified in the drawing.
- c) All conduit terminations to socket outlet boxes shall be done using a PVC male adaptor and a suitable PVC washer.
- d) All PVC conduits, couplers, male adaptors, boxes and PVC adhesives shall be SABS approved.
- e) The *Contractor* shall supply, deliver, offload and install SABS approved PVC insulated house wire for all socket outlet circuits as shown in drawing ELE24076-LYT-01-02. The PVC insulated wire shall comply with Transnet specification TPD-003-CABLESPEC. The PVC insulated house wire shall be installed in conduit.
- f) All socket outlets shall be installed according to SANS 10142-1 and specification No. TPD: 001-EL&PSPEC; Technical specification for the supply and installation of electrical lighting and power in buildings other than dwelling houses.

4.1.10.5 Switched Isolators

- a) The *Contractor* shall supply, deliver, offload and install similar or equal approved to Legrand switched disconnectors (isolators) as shown in drawing number ELE24076-LYT-01-02. The isolators shall be installed at various heights as shown in drawing number ELE24076-LYT-01-02.
- b) The power supply to the isolators shall be installed in existing PVC conduits surface mounted and/or recessed into the wall as shown on drawing ELE24076-100-LYT-01-03. All necessary accessories such as fasteners, bends, junction boxes, adaptors, etc shall be included to ensure a safe neat link for the conduit system. The mounting height for the isolators shall be determined on site.
- c) The *Contractor* shall supply, deliver, offload and install SABS approved PVC insulated house wire for all isolator circuits as shown in drawing ELE24076-LYT-01-02. The PVC insulated wire

shall comply with Transnet specification TPD-003-CABLESPEC. The PVC insulated house wire shall be installed in conduit.

4.1.11 Testing and Commissioning

- a) The *Contractor* shall conduct a Factory Acceptance Test (FAT) for all Plant's to be installed as part of the Works to be executed in this Contract prior to delivery to site. The FAT shall be conducted in the presence of the *Employer's* Engineer. The legal transfer of ownership from the Plant's *Contractor* to the *Contractor* shall be held by the *Contractor* until the Plant is fully installed, tested commissioned on the *Employer's* designated site.
- b) The *Contractor* shall test the entire installation, including but not limited to the LV installation and the lighting installation as per SANS 10142-1 and hand over all relevant test certificates to the *Employer's* *Project Manager* for acceptance. The *Contractor* shall hand over the certificate of compliance as per the OHS Act of 85 and SANS 10142-1 for the installation.
- c) The *Contractor* shall test and commission the entire Earthing and Lightning protection system as per Transnet Specification TPD-004-EARTHINGSPEC and SANS 10142-1 in the presence of the *Employer's* Engineer. The *Contractor* shall handover all test certificates to the *Employer's* *Project Manager* for acceptance by the *Employer's* Engineer.

4.2 Mechanical Engineering Works

The detailed *works* to be carried out by the *Contractor* shall include:

- a) The *Contractor* shall supply, deliver, install, test, commission, and hand over, in complete working order, the Air Conditioning, Ventilation, Portable and fixed Fire Suppression Equipment, Fire emergency and evacuation exit signages, Fire detection, controls and electrical plant as well as all other systems and plant required as per the accepted designs provided by the *Employer*.
- b) The *Contractor's* scope shall include the supply, delivery and installation of all supporting infrastructure required for all mechanical plant including but not limited to all structural supports for the HVAC, fire systems, thrust blocks, and anchoring down supports for the pipeline or bridges, plant bases or plinths, plant supports and fixings for all equipment of the mechanical systems.
- c) All control systems required for the mechanical Plant and Electrical work including connection to power isolators, wiring between switchboards, unit mounted sensors, control devices, etc. and wiring between controllers and remote sensors, remote set point adjusters, etc. required for the correct working of the systems shall form part of the scope of the *Contractor*.
- d) The *Contractor* is responsible for the integration with HVAC equipment when a fire is detected. The activation of the fire detection system shall trip all HVAC equipment to ensure fire is not spread throughout the building and a signal must be sent to the fire doors for automatic release.
- e) The *Contractor* shall ensure all painting and corrosion protection is undertaken to comply with the SANS codes, Transnet standards and to meet the environmental conditions.
- f) The *Contractor* shall provide a complete set of as-built drawings comprising of new plant and systems in the building. This shall include but not be limited to the Air Conditioning, Ventilation, Portable and fixed Fire Suppression Equipment, Fire emergency and evacuation exit signages, Fire detection, controls, and electrical plant.
- g) The *Contractor* shall ensure all drawings mentioned in the Works Information, be supplied to the *Employer*, in both PDF and native DWG/RVT format for use on AutoCAD and/or Autodesk Revit software.
- h) The *Contractor* shall provide a detailed testing and commissioning plan including all FAT SAT and Commissioning tests and activities prior to the commencement of any testing activities.

- i) The *Contractor* shall test and commission the systems in line with the guidelines as per the *Works Information* as well as the manufacturer’s requirements, and industry best practices.
- j) The *Contractor* shall provide 3 hard copies and 2 soft copies (On a USB 64gb Flash drive) of the Operation and Maintenance manuals that will include, but not be limited to, quality certificates and tests conducted during fabrication and installation, all FAT and SAT tests conducted, all commissioning documentation, detailed as built drawings and technical specifications of all plant and systems, operation methodologies and information, maintenance methodologies and information and details of spares and replacement components.
- k) The *Contractor* shall guarantee all installations and equipment for twelve (12) months after “practical completion” date of the completed installation, or sections thereof. This is the date confirmed in writing by the *Project Manager*.

4.2.1 General

The *Contractor* shall inform themselves with local site conditions such as safety requirements, access area available on site, type of ground, space available for on-site fabrication, storage, transport, loading and unloading facilities, scaffolding, tackles, and tools needed, as no claims by the *Contractor*, which may arise from ignorance of the site conditions, shall be considered.

4.2.2 Standard of Work, Equipment and Materials

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

All equipment and material shall comply with the relevant National or International standard specifications. Where equipment does not comply, it shall be submitted to the TNPA mechanical engineer for approval prior to installation.

All installation, testing and termination must be approved by the TNPA Engineer prior to commissioning.

4.2.3 Specifications

The design shall be undertaken using the latest revision of applicable SANS and other relevant standard specifications. The *Contractor* shall employ a registered Professional Engineer to review and sign off all design documents and drawings submitted to the *Employer* for acceptance. The design shall be such that it is built by others to satisfy the functional and serviceability requirements and be cost-effective and safe. Sound Engineering judgment shall be exercised in applying these criteria to the system and its components. The *Contractor* shall communicate with the *Employer* to coordinate all designs.

The following publications and specifications (latest edition) shall apply:

SANS 10400	The Application of the National Building Regulations
SANS 10400-T	Fire Protection
SANS 10400-W	Fire Installation
SANS 10400-O	Lighting and Ventilation
SANS 10400-XA	Energy Usage in Buildings

SANS 50054-1	Fire Detection and Fire Alarm Systems
SANS 10139	Code of practice for design, installation, commissioning and maintenance of fire detection and alarm systems in non-domestic premises
SANS 193	Dampers Installation and Testing
EN 15650	Duct Mounted Fire Dampers
SANS 1424	Filters for Use in Air-Conditioning and General Ventilation
SANS 1238	Air Conditioning Ductwork
SANS 10173	The Installation, Testing, and Balancing of Air Conditioning Ductwork
SANS 10147	Refrigerating Systems, Including Plants Associated with Air-Conditioning Systems
SANS 10252	Water Supply and Drainage for Buildings
ASHRAE 55	Thermal Environmental Conditions for Human Occupancy
ASHRAE 62.1	Ventilation for Acceptable Indoor Air Quality
ASHRAE 90.1	Energy Standard for Buildings Except Low-Rise Residential Buildings
ASHRAE 2013	Handbook of Fundamentals
ASHRAE 2012	Handbook HVAC Systems and Equipment
ASHRAE 2011	Handbook HVAC Applications
Occupational Health and Safety Act 85 of 1993.	
The S.A. National Building Regulations and Building Standards Act. (Act 103 of 1977).	
South African National Standards and Codes of Practice.	
IEC Standards and Recommendations.	
International Standards and Codes – ISO, DIN, BS, ASME, ASCE, ANSI, ASTM, EU, NFPA.	
The local, provincial or S.A. Government laws in force at the time.	
Construction Regulations 2014	
National Heritage Resource Act (Act 25 of 1999)	

4.2.4 Materials and Workmanship

- a) The *Contractor* shall ensure all materials shall be of the quality specified and the *Contractor* shall, furnish proof that the materials are of the specified quality. The Engineer is not responsible for Quality Assurance on behalf of The *Contractor* but shall be entitled to condemn unsatisfactory work.
- b) The *Contractor* shall ensure all materials and equipment used for the installations shall be new and undamaged. The *Contractor* shall, if requested by the *Project Manager*, provide samples of material and Plant for approval. If judged necessary by the *Project Manager*, such samples may only be returned after the completion of the installation, to ensure that the quality of the installed product is the same as that of the approved sample
- c) Material for which a SABS specification exists, shall be in accordance with such a specification, and shall bear the SABS mark.
- d) All fire protection Plant used shall originate from *Contractors* which have been certified in accordance with SABS ISO 9001 (ISO 9001) or SABS ISO 9002 (ISO 9002) for Quality assurance. Copies of certificates of approval shall be provided by the tenderers with their tenders. Plant designed to BS 5446, Fire systems for residential premises, or similar other standards, are not acceptable.

4.2.5 Design and Drawings

- a) The *Contractor* shall ensure all Plant is positioned and installed in such a way as to ensure proper access for service and maintenance.
- b) The *Contractor* shall ensure that all control panels, wiring and components of the electrical installation comply with all application safety codes standards and regulations. All electrical works associated with the mechanical plant shall comply with the requirements of electrical works detailed in this document.
- c) The *Contractor* shall furnish details of any Plant that is other than, or different to, that specified by the *Employer's* Engineers, to the Supervisor for Approval by the *Employer's* Engineers. The *Contractor* is prohibited from installing without the required prior authorisation from the *Employer's* Engineers. The approval shall only apply to the selection of the type of Plant and in doing so, the *Employer's* Engineers assume no responsibility or accountability for the proper functionality of Plant or associated systems designed by the *Contractor* in any way whatsoever.

4.2.6 Plant Supports, Bases and Foundations

- a) The *Contractor* shall supply, deliver, and install all foundations required for mechanical Plant as per the recommendations of the Plant *Contractors* and to follow the requirements of the Works Information and Technical Specifications.
- b) The *Contractor* shall supply, deliver, and install all supports, stands, hangers, and suspended platforms for equipment, tanks or other Plant as required.

4.2.7 Responsibilities of the *Contractor*

- a) Procurement and supply of Plant and Materials.
- b) The *Contractor* shall be responsible to ensure that the project programme is adhered to and that no delays are caused by late deliveries of Plant and materials. All other activities which must proceed placing of orders must be considered when The *Contractor* schedules his activities.

4.2.8 Storage of Materials and Plant

The *Contractor* shall be responsible for the proper storage of all materials and Plant on site to ensure protection against the elements, damage by impact, dirt, builder's rubble, dust, theft etc.

4.2.9 Protection of the *Works*

The Contractor shall programme his work to avoid damage by other Trades and shall be responsible for protection of the works against such damage until handover to the Client.

4.2.10 Accessibility

- a) *The Contractor shall plan suitable accessibility for thermometers, gauges, controls, dampers, and other devices which require reading adjustment, inspection, repair removal or replacement.*
- b) *The Contractor shall install all systems and plant to enable ease of maintenance or repair and provide sufficient space for removal or replacement of plant if required.*

4.2.11 Weather Proofing

- a) All outdoor Plant shall be weatherproof and corrosion resistant including minor items such as screws fixers, brackets, etc.
- b) The IP rating for waterproofing of all Plant must be accepted by the *Project Manager*.
- c) In addition to the above mentioned, The *Contractor* may comment on aspects of the *Employer*'s design with a view to improvement or cost saving but must draw to the attention of the Engineer any aspect of the design which in his view is not appropriate. The final decision and responsibility rests with the Engineer.

4.2.12 Service Conditions

- a) The Plant and Material shall be designed and rated for continuous operation under the following conditions.
- b) Ambient/Environment Conditions:
- c) All Plant and Material offered shall be rated for continuous operation under the following conditions:

External Conditions

Summer ambient	: 40 °C DB Maximum
Winter ambient	: -3 °C Minimum
Humidity	: as high as 86%
Altitude	: 0-1800m above sea level
Lightning conditions	Severe, with a maximum lightning ground flash density of 2.0 lashes per km ² per annum
Atmosphere	Atmosphere will be of a highly saline and dust-laden nature

Internal Conditions (air-conditioned areas)

Summer	: 22.5 °C Dry bulb – 55 % Relative Humidity
Winter	: 22.5 °C Dry bulb – 55 % Relative Humidity

4.2.13 Noise levels

Maximum noise levels caused by the operation of items of Plant shall comply with the OHS Act 85 of 1993 and all other regulations.

The SI (“Le Systeme International d’ Unites”) – Metric System of Units shall apply. Refer to SANS – M33A: The International Metric System: Guide to the use of the SI in South Africa.

The *Contractor* shall additionally read the Engineering Works Information for the mechanical works in conjunction to this with the Specifications provided separately in the annexures.

4.2.14 Drawings to be Provided by the *Employer*

The *Contractor’s* plant procured, and construction works shall be completed to meet the requirements specified in the design drawings. The following drawings will be provided to the *Contractor*:

Description		
Drawing No.	Rev.	Description
FC-TRANS-IJ-001		Ground & First Floor HVAC Layout
ELE24076-600-LYT-01-01		Fire Detection Layout
2024-003-IJ-M-002		Fire Suppression and Emergency Escape

4.2.15 Testing and Commissioning of the *Works*

- a) The Commissioning of each system is done in accordance with the following high-level procedure:
- b) All work is inspected by the *Contractor* to ensure all defects are identified and rectified. The *Contractor* informs the *Employer* of all defects identified and the remedial action taken.
- c) Once the defects identified by the *Contractor* have been rectified, The *Contractor* and the Supervisor shall jointly inspect the Works. Any further defects shall be recorded and categorised according to the following:
- d) Defects that are urgent and require immediate attention to enable testing and commissioning to be completed
- e) Defects that can be rectified after Commissioning
- f) Items that are out of scope and require approval to be implemented
- g) The *Contractor* and the Supervisor shall jointly inspect once all identified defects have been rectified
- h) The *Project Manager* notifies the *Contractor* that commissioning may proceed.
- i) A safety review is held with the *Contractor*, Supervisor, *Project Manager*, and necessary experts for the system being commissioned.
- j) Each system and item of major equipment is thoroughly checked using an accepted pre-commissioning check list.
- k) Functionality is checked for all items under no load conditions.
- l) Once all checks are complete and functionality confirmed, the system is started under test conditions and then put into operation
- m) *Contractor* rectifies all further defects identified during the commissioning process and previously identified defects including approved compensation events.

- n) The *Contractor* and the Supervisor shall jointly inspect once all identified defects have been rectified.
- o) The *Contractor* shall invite the *Employer's* Engineer for all testing and commissioning activities at least 2 weeks prior to the start of the activities. the *Employer's* engineer must be present for all testing and commissioning activities

4.3 Building works

- 4.3.1 Where the Association of South African Quantity Surveyors Model Preamble for Trades 1999 are used within the Works Information, the following interpretations and meanings shall apply:
- 4.3.2 In case of any conflict in interpretation, ambiguity or discrepancy between any Model Preamble for Trades 1999 (whether standard or written as a particular project specification) contained in the Works Information and the *conditions of contract*, the *conditions of contract* take precedence within the ECC Contract.
- 4.3.3 In case of any conflict in interpretation, ambiguity or discrepancy between any Model Preamble for Trades 1999 (whether standard or written as a particular project specification) contained in this paragraph 4.2 of C3.1 *Employer's* Works Information and specific statements contained elsewhere in C3.1 *Employer's* Works Information, the specific statements contained elsewhere shall prevail, without prejudice to the *Project Manager's* express duty to resolve any ambiguity or inconsistency in the Works Information under ECC Clause 17.1.
- 4.3.4 Within the Model Preambles for Trades 1999, the following amendments and interpretations shall apply:
 - Where the word or expression "Principal Agent" is used, read "*Project Manager*" or "as the context requires.
 - Where the word or expression "*Contractor*" is used, read "*Contractor*".
 - Where the word or expression "Engineer" is under, read "*Project Manager*" or "Supervisor" as the context requires.
 - Where the Model Preambles for Trades 1999 mention "rates" for measured work and any contractual statements relating to payment, all such statements shall be discounted with the ECC conditions of contract taking precedence.
- 4.3.5 Within the Model Preambles for Trades 1999, A. GENERAL, the following amendments and interpretations shall apply:
 - Where the word or expression "bills of quantities" is used, this shall be discounted for the purposes of the Works Information. The ECC Contract Data - Part One states the main option to apply within the ECC Contract between the Parties.
- 4.3.6 Within the Model Preambles for Trades 1999, B. ALTERATIONS, B.2 MATERIALS FROM THE ALTERATIONS, CREDIT, ETC and C. EARTHWORKS, C1.4 Materials from demolitions shall not apply. C3.1 *Employer's* Works Information paragraph 3.1.6 states details of the *Contractor's* title (if any) to Materials arising from excavations and/or demolitions and how such Materials are either to be disposed of or re-used in the works.
- 4.3.7 Within the Model Preamble for Trades 1999 Q. PLUMBING AND DRAINAGE, Q.24 TESTS shall be deemed to be included within paragraph 3.2.1 of C3.1 *Employer's* Works Information.
- 4.3.8 Within the Model Preamble for Trades 1999 U. EXTERNAL WORKS, U.3.8 Process control tests shall be deemed to be included within paragraph 3.2.1 of C3.1 *Employer's* Works Information.
- 4.3.9 The principles, meanings and interpretation stated and established within paragraphs 6.2.1 to 6.2.8 with respect to the Model Preambles for Trades 1999 equally apply to the other Model Preambles for Trades 1999 references used within this paragraph 4.2 of C3.1 *Employer's* Works Information.
- 4.3.10 Ceilings
 - a) Installation of ceiling insulation

- b) Installation of drop in ceiling panels
- c) Making good drop in ceiling suspension

4.3.11 Painting

- a) Single coat of paint touch up on internal walls
- b) Single coat of paint touch up on external walls

4.3.12 Skirtings

- a) Installation of meranti skirting, including all required finishing complete, in all areas where there are carpet tiles i.e. Meeting Room, Shared Office, Sick Room, Control Room, Deputy Harbour Master and Berth Planner

4.3.13 Glazing

- a) Supply and install 1000 x 2000 x 8mm thick tempered glass shower doors in Male and female Change Rooms

4.3.14 Kitchen Equipment

- a) Supply and install 600mm extractor hood over stove

4.3.15 Signage

- a) Install "Transnet logo" frosted vinyl on all shopfronts

4.3.16 Parking Area

- a) Removal of vegetation on concrete
- b) Pressure cleaning
- c) Painting and marking out parking area
- d) Installation of 450 x 450 x 50mm concrete pavers, including all layer works
 - Rip and re-compact the 150mm in-situ material to 95% MOD AASHTO
 - Construct 150mm base with crush run material compact to 98% MOD AASHTO
 - Lay 25mm thick sand bedding layer
 - And lay the 60mm thick concrete pavers (25 Mpa compressive strength)

4.3.17 Demolitions

- a) Demolition of existing external concrete staircase
- b) Remove and dispose of existing fencing

4.3.17 General

- a) Make good all areas after demolitions, installation works etc.

4.4 Structural Works

4.4.1 Where the SANS 1200 series of Specifications are used within the Works Information, the following interpretations and meanings shall apply:

4.4.2 In case of any conflict in interpretation, ambiguity or discrepancy between any SANS 1200 Specification (whether standard or written as a particular project specification) contained in the

Works Information and the conditions of contract, the conditions of contract take precedence within the ECC contract.

- 4.4.3 In case of any conflict in interpretation, ambiguity or discrepancy between any SANS 1200 Specification (whether standard or written as a particular project specification) contained in this paragraph 4.3 of the *Employer's Works* Information and specific statements contained elsewhere in C3.1 *Employer's Works* Information, the specific statements contained elsewhere shall prevail, without prejudice to the Project Manger's express duty to resolve any ambiguity or inconsistency in the *Works* Information under ECC Clause 17.1.
- 4.4.4 Within SANS 1200 A: GENERAL, the following amendments and interpretations shall apply:
- Where the word or expression "*Employer*" is used, read "*Employer*";
- Where the word or expression "*Contractor*" is used, read "*Contractor*";
- Where the word or expression "Engineer" is used, read "*Project Manager*" or "Supervisor" as the context requires;
- Where the word or expression "schedule of quantities" is used, this is deleted in entirety. Assessment and payment is in accordance with the *conditions of contract* (and the ECC main and secondary options stated therein);
- 4.4.5 Within SANS 1200 A: GENERAL 2.3 DEFINITIONS, the following apply:
- "Acceptable. Approved (Approval)" is interpreted as either a *Project Manager* or a *Supervisor* communication or instruction in relation to Works Information compliance, consistent with the *conditions of contract* as the context requires;
- "Adequate" is deleted. The *Project Manager* notifies the *Contractor* where the *Contractor* has not complied with the *Works* Information;
- "Measurement and payment" and the further definitions contained within 6.3 c) are deleted. Assessment and payment is in accordance with the conditions of contract (and the ECC main and secondary options stated therein);
- 4.4.6 Within SANS 1200 A: GENERAL 2.6 APPROVAL, the following applies:
- "Approval" by either the *Project Manager* and/or the *Supervisor* is without prejudice to ECC Clause 14.1 and, inter alia, ECC Clauses 13.1, 14.3 and 27.1.
- 4.4.7 SANS 1200 A: GENERAL 2.8 ITEMS IN SCHEDULE OF QUANTITIES, is deleted in entirety. Assessment and payment is in accordance with the *conditions of contract* (and the ECC main and secondary options stated therein).
- 4.4.8 SANS 1200 A: GENERAL 3.2 STRUCTURES AND NATURAL MATERIAL ON SITE, applies only to the extent that it is consistent with paragraph 3.1.6 of C3.1 *Employer's Works* Information.
- 4.4.9 Within SANS 1200 A: GENERAL 7.1 PLANT, the following applies:
- Where the word or expression "Plant" is used, read "Equipment".
- 4.4.10 SANS 1200 A: GENERAL 7.2 CONTRACTOR'S OFFICES, STORES AND SERVICES, applies but the *Project Manager* resolves any inconsistency with statements included within paragraph 3.1.12 of C3.1 *Employer's Works* Information.
- 4.4.11 SANS 1200 A: GENERAL 3.1 SURVEY, applies only to the extent that it is consistent with paragraph 3.1.14 of C3.1 *Employer's Works* Information.
- 4.4.12 Within SANS 1200 A: GENERAL 3.2 WATCHING, BARRICADING, LIGHTING AND TRAFFIC CROSSINGS, the following applies:
- Where the word or expression "specification" is used, read "Works Information".
- 4.4.13 SANS 1200 A: GENERAL 3.4 PROTECTION OF OVERHEAD AND UNDERGROUND SERVICES applies only to the extent that it is consistent with the specific statements made elsewhere in C3.1 *Employer's Works* Information and in any case and at all times consistent with the *conditions of contract*.
- 4.4.14 Within SANS 1200 A: GENERAL 5 TESTING, the following applies:



Where the word or expression "Engineer" is used, read "*Supervisor*".

- 4.4.15 SANS 1200 A: GENERAL 8 MEASUREMENT AND PAYMENT, is deleted in entirety. Assessment and payment is in accordance with the conditions of contract (and the ECC main and secondary options stated therein).
- 4.4.16 The principles, meanings and interpretation stated and established within paragraphs 6.3.1 to 6.3.15 with respect to SANS 1200 series and to SANS 1200 A: GENERAL equally apply to the other SANS 1200 specification references [state particulars of SANS 1200 used] used within this paragraph 6.3 of C3.1 *Employer 's Works Information*.
- 4.4.17 Design, Supply and Install Structural Steel Entrance Ramp and Staircase
- a) All structural steelwork fabrication shall comply to SANS 2001: CS1
 - b) All structural steel to be Grade S355JR according to SANS 1431:2007. Ultimate tensile strength 450Mpa, minimum yield stress of 250Mpa.
 - c) Unless otherwise noted all welds shall be 6mm fillet welds (full penetration), all around where possible.
 - d) All structural steel shall be hot dip galvanized to SANS 121:2000/ISO 1461
 - e) All metal surface defects such as laminations and welding spatter shall be removed by grinding and sharp edges, burrs, etc., shall be rounded before galvanising.
 - f) The *Contractor* must ensure adequate structural stability of the structure for the full duration of erection.
 - g) The *Contractor* must confirm all dimensions on site
 - h) No holes may be formed/widened with the use of a cutting torch.
 - i) Grit blasting to be in accordance with SANS 10064 grade SA 2.5.
 - j) All steel is to be thoroughly cleaned down in accordance with SANS code of practice 10064 of all rust, scale, oil or grease
 - k) All bolts to Class 8.8 hot dip galvanised.

SECTION 2

5 Management and start up

5.1 Management meetings

In compliance with NEC ECC core clause 16.2, Regular meetings of a general nature may be convened and chaired by the *Project Manager* as follows:

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk registers and compensation events	Every two weeks	On site	<i>Project Manager</i> , Supervisor, <i>Contractor</i> and appropriate key persons
Overall contract progress and feedback	Every two weeks	On Site	<i>Employer</i> , <i>Project Manager</i> , Supervisor, <i>Contractor</i> and appropriate key persons
SHE Meetings	Every two weeks	On site	<i>Project Manager</i> , Supervisor, <i>Contractor</i> and appropriate key persons
Technical meetings	Every two weeks	On site	Appointed and appropriate key persons
Safety, Health, Environmental audits	Monthly per discipline	On site	TNPA SHE department, Environmental Control Officer and appointed appropriate key persons from the <i>Contractor</i>
Stakeholder Liaison meeting	Every two weeks	On site	<i>Project Manager</i> , Supervisor, <i>Contractor</i> and appropriate key persons

Meetings of a specialist nature may be convened as specified elsewhere in this Works Information or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the works. Records of these meetings are to be submitted to the *Project Manager* by the person convening the meeting within five days of the meeting.

All meetings are to be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register are not to be used for the purpose of confirming actions or instructions under the contract as these are to be done separately by the person identified in the conditions of contract to carry out such actions or instructions.

5.2 Documentation Control

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

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

All contract correspondence is issued through document control. All hardcopy communication will be delivered to the *Employer* via TNPA appointed Document Controller. In the event of urgent communication, electronic communication can be transmitted to TNPA Document Control.

The *Contractor* is responsible for ensuring that all documentation and data submitted conforms to the project standards and data quality requirements in terms of numbering, uniqueness, quality, accuracy, format, completeness and currency of information. Data not meeting the Project Standards and data quality requirements will be rejected and returned to the *Contractor* for corrective action and resubmission.

Should any change be made to documentation or data, which has already been submitted to the project, then new or revised documentation or data shall be issued to replace the outdated information.

All drawings supplied shall comply with SANS standards.

It is the responsibility of all project participants undertaking work on the project to ensure they obtain and comply with relevant requirements to suit their deliverables of the scope of works.

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

The *Contractor* of documentation is required to have at all times, the latest generation of virus protection software and up-to-date virus definitions.

The *Contractor* shall be responsible for the supply of all sub-*Contractor* documentation and data related to their package of work and shall ensure that these sub-*Contractors* have the capability to supply the necessary documentation and data in the required timeframe and quality as outlined in the specified standards.

The required number of copies shall be a minimum of three (3) (1 x original and 2 x copies), with the corresponding PDF and Native file formats prior to formal submission to the project.

The *Contractor* shall apply original signatures to the original documentation before scanning the signed original and prior to formal submission to the project.

Final issues of all documentation shall be supplied to the project with original signatures along with the associated corresponding electronic "native files" and PDF renditions.

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

All documentation shall conform to the latest revisions of the following:

- SANS 10111 - Code of Practice for Engineering Drawings, or
- SANS 10143 - Building Drawing Practice, or
- ISO 9001:2000 - Quality Management Systems Requirements

5.3 Safety risk management

5.3.1 The *Contractor* complies with the following requirements: all health and safety matters associated with the Works will be dealt with in accordance with Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and the Project Specific Health and Safety Specifications contained herein.

5.3.2 The *Contractor* is to implement Occupational Health and Safety measures to reduce and eliminate the escalation of COVID-19 infections in workplaces as set out in the Schedule adopted by the Minister of Employment and Labour, in terms of Regulation 10(8) of the National Disaster

Regulations (Act No. 57 of 2002) and comply to all COVID-19 related guidelines issued by the government in this regard.

- 5.3.3 The *Contractor* shall prepare, implement, and administer the *Contractor's* Health and Safety Management Plan (CHSMP). The Health and Safety Management Plan must provide a systematic method of managing hazards and implementing control measures.
- 5.3.4 The *Contractor* must prepare and submit the Occupational Health & Safety file to the *Project Manager* for acceptance. The safety plan will then be submitted to the TNPA appointed Health and Safety Agent for approval before start of the works.
- 5.3.5 The Principal *Contractor* ensures that its Sub-*Contractors* comply with the CHSMP and relevant statutory requirements of the Occupational Health & Safety Act, 1993 (Act No. 85 of 1993), and ensure that HAZCON study is arranged with Client before commencement of construction work. The *Contractor* shall ensure that all role players required for HAZCON study are informed on time and PHA-PRO software is utilised for the workshop.
- 5.3.6 The roles and responsibilities of the various personnel acting on behalf of the *Project Manager* with respect to the SMP and health and safety issues are as stated in the paragraphs following:
- 5.3.7 The Construction Manager (CM) is responsible for health and safety on the Site and Working Areas and reports to the *Project Manager*. The Principal *Contractor* must ensure that the appointed Construction Manager is competent and registered with SACPCMP as a Pr. Construction Manager. The CM must ensure that the Health and Safety Manager is appointed for the project, depending on the Construction Management Plan and ensure that Health and Safety Officer per team is appointed, and both are registered with SACPCMP. The Principal *Contractor* ensures that its *Contractors* comply with the requirements of the SMP.
- 5.3.8 The CM specific tasks are:
- Implement the *Employer's* safety management system.
 - Monitor *Contractor's* compliance to the CHSMP.
 - Ensure risk is at an acceptable level.
 - Ensure the *Contractor's* workforce and Construction Management Team is competent.
- 5.3.9 The PSSM is responsible for ensuring that the *Contractor* complies with the SMP. The PSSM acts on behalf of the *Project Manager*.
- 5.3.10 The PSSM specific tasks are:
- Ensure that the overall project safety requirements are complied with.
 - Provide guidance on safety related issues arising during the execution of the project.
- 5.3.11 The *Contractor* makes the SMP available to its employees and Sub-*Contractors* in the language of this contract.

5.4 Environmental constraints and management

- 5.4.1 All work is to be conducted in accordance with the principles of the National Environmental Management Act, no 107 of 1998 as amended, but not limited to other applicable regulations, municipal bylaws e.g., schedule trade and occupations bylaws as well as the accepted environmental good practices.
- 5.4.2 All required licences and permits must be obtained at their own cost by the *Contractor* from relevant authorities prior to the commencement of project activities where applicable.
- 5.4.3 All conditions stipulated in the Environmental Authorisation (14/12/16/3/3/1/2975) dated 15 September 2024 and the approved Environmental Management Programme (EMPr) (Annexure

3), Specialist reports, and any other licences or permit issued by the Competent Authorities for the project must be complied with and budgeted for by the *Contractor* where applicable.

5.4.4 The following documents, included as Annexes of the Works Information, provide the minimum acceptable standards that shall be adhered to:

- Transnet Integrated Management Systems (TIMS) Commitment Statement – IMS-GRP-GDL-002-1
- Transnet Construction Environmental Management Standard Operating Procedures CEMP) - 009-TCC-CLO-SUS -11386
- *Contractor* Environmental Sustainability Specifications (TRN-IMS-GRP-GDL.014.4)
- Standard Environmental Maintenance Management Programme for Maintenance Works
- Project Environmental Specification (PES)
- Stormwater Management Plan

The *Contractor* must also comply with the following documents:

- TNPA list of approved waste services *Contractors*
- Transnet Asbestos Management Procedure
- TNPA Asbestos Management Plan
- eThekweni Municipality Schedule Trades and Occupations Bylaws
- eThekweni Municipality Interim Code relating to fire prevention and flammable liquids and substances

5.4.5 The *Contractor* performs the works and all construction activities within the Site and Working Areas having due regard to the environment and to environmental management practices as outlined in section 6.4.4 above.

5.4.6 The CEMP describes the main roles and responsibilities of the project team with respect to Environmental Management.

5.4.7 The CESSG describes the minimal acceptable standard for environmental management for a range of environmental aspects commonly encountered on construction projects and sets environmental objectives and targets, which the *Contractor* observes and complies.

5.4.8 The Project Environmental Specification (PES) describes more particularly the environmental standards applicable to the works, the Site and the Working Areas and sets out variance (including additions) to the SES. The PES may require higher minimal standards than those described in the CESSG as may be required by the relevant environmental authorities but may not necessarily be limited to: Environmental Approvals (e.g. Environmental Authorisations, Water Use Licenses, Waste Management Licences, etc.); Environmental Management Programmes/Plans.

5.4.9 The above requirements shall be applicable to the main *Contractor*, their *Sub-Contractors*, Service providers and *Contractors*. The *Contractor* must comply with all the requirements of the project's EA and EMP, CEMP, PES, etc. as mentioned in section 6.4.4 above.

The *Contractor* must sign the Declaration of Understanding as a commitment to abide with Transnet's Environmental Governance Framework and any applicable Project Environmental Specification issued by the authorities.

5.4.10 The *Contractor* must make provision for sufficient environmental budget to meet all the project environmental requirements for the duration of the contract.

5.4.11 The *Contractor* must strictly appoint a full time Environmental Officer (EO) to monitor and manage compliance to Environmental Specification and all applicable environmental legislation. The *Contractor* EO must be 100% allocated to the project and must be employed for the duration of the contract. Sharing of an EO resource between projects is not allowed. The EO must as a

minimum have a 3-year Diploma or higher in Environmental Management, at least 3 years work experience in environmental management within the construction environment.

- 5.4.12 The roles and responsibilities of the *Contractors* EO are stated in CEMP. The *Contractor's* EO must be 100% full time on site during working hours.
- 5.4.13 The *Contractor* will be required to submit an environmental file to TNPA post tender award. Detailed requirements such as Audits dates, deadlines etc. from the *Employer* will be made known on award of the contract. Site access certificate will not be granted until the Environmental file has been approved by the *Employer's* Environmental representatives.
- 5.4.14 The overarching obligations of the *Contractor* under the CEMP before construction activities commence on the Site and/or Working Areas is to provide environmental method statements for all construction operations at the Site and/or Working Area by the *Contractor* and where requested by the CM.

These include, but are not limited to, the following where applicable:

- a) Establishment of construction lay down area
- b) Hazardous and non-hazardous solid waste management
- c) Storm water management
- d) Contaminated water management
- e) Prevention of marine pollution
- f) Hydrocarbon spills
- g) Diesel tanks and refuelling procedures
- h) Dust control
- i) Spoil dumping
- j) Sourcing, excavating, transporting and dumping of fill material
- k) Noise and vibration control
- l) Removal of rare, endemic or endangered species
- m) Removal and stockpiling of topsoil
- n) Rodent and pest control
- o) Environmental awareness training
- p) Site division
- q) Emergency procedures for environmental incidents
- r) *Contractor's* Environmental Officer
- s) Closure of construction lay down area

The *Contractor* shall ensure that his management, foremen and the general workforce, as well as all *Contractors* and visitors to Site have attended the Induction Programme prior to commencing any work on Site. If new personnel commence work on the Site during construction, the *Contractor* shall ensure that these personnel undergo the Induction Programme and are made aware of the environmental specifications on Site.

Where applicable, the *Contractor* ensures that he appoints a suitably qualified Sub-*Contractor*, to be approved by the *Project Manager*, to undertake the "Removal of rare, endemic or endangered species". This appointment must be completed at least three weeks before commencement of any other work on Site.

- 5.4.15 The *Contractor* shall identify the kinds of environmental impacts that will occur as a result of their activities and accordingly prepare separate method statements describing how each of these impacts will be prevented or managed so that the standards set out in the CESSG document are achieved. The method statements will be prepared in accordance with the requirements set out in the CEMP. These method statements shall form part of the environmental file. The *Contractor* shall ensure that his management, foremen and the general workforce, as well as all *Contractors*

and visitors to Site have attended the Environmental Induction Programme prior to commencing any work on Site. If new personnel commence work on the Site during construction, the *Contractor* shall ensure that these personnel undergo the Environmental Induction Programme and are made aware of the environmental specifications on Site.

Method statements need to be compiled by the *Contractor* throughout the Construction and Commissioning phase of the project. These Method Statements must be approved by the TNPA Construction Manager and TNPA Environmental Manager or Environmental Officer. Approval must at least be two weeks prior to the proposed commencement of the activity. Emergency construction activity method statements may also be required. The activities requiring method statements cannot commence if they have not been approved by the TNPA Environmental Manager or Environmental Officer.

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

- 5.4.16 During the construction period, the *Contractor* complies with the following:
A copy of the latest versions for both CEMP and CESSG together with PES shall always be available on Site, and the *Contractor* shall ensure that all the personnel on Site (including Sub-*Contractors* and their staff) as well as *Contractors* are familiar with and understand the specifications.

Where applicable, the *Contractor* shall provide job-specific training on an ad hoc basis when workers are engaged in activities, which require method statements.

The *Contractor's* EO must electronically submit the weekly inspection checklists and all updated records to the TNPA Doc. Controller and electronically submit a full environmental file at the end of construction (after rehabilitation).

- 5.4.17 The *Contractor* shall be responsible for rehabilitating and cleaning all areas to the satisfaction of the TNPA Environmental Manager or Environmental Officer or the Environmental Control Officer as detailed in the CESSG. Sufficient environmental budget must be allocated to achieve this including all environmental requirements for the project for the duration of the contract.
- 5.4.18 The *Contractor* must ensure that its Sub-*Contractors* comply with the environmental Specification.

The *Contractor* must appoint the waste removal Service Providers who are licensed to operate within the Ports as provided in the TNPA list of Waste Services *Contractors*.

The *Contractor* or Sub-*Contractors* must be in possession of eThekweni Municipality's Schedule Trade and Occupations permit if they are to be engaged in any of the activities contained under eThekweni Municipality Scheduled Trade and Occupations.

5.5 Quality assurance requirements

- 5.5.1 The *Contractor* shall have, maintain and demonstrate its use to the *Project Manager* *Project Manager* and/or the Supervisor the documented Quality Management System to be used in the performance of the works. The *Contractor's* Quality Management System shall conform to International Standard ISO 9001 (or an equivalent standard acceptable to the *Project Manager*) and as such a minimum to the requirements of specification QAL-STD-0001, General Quality requirements for *Contractors* and *Contractors* as contained in the Annexure to this Works Information.

- 5.5.2 The *Contractor* submits his Quality Management System documents to the *Project Manager* as part of his programme under ECC Clause 31.2 to include details of:
- Quality Plan for the contract
 - Quality Policy
 - Index of Procedures to be used; and
 - A schedule of internal and external audits during the contract
- 5.5.3 The *Contractor* develops and maintains a comprehensive register of documents that will be generated throughout the contract including all quality related documents as part of its Quality Plan.
- 5.5.4 The *Contractor* PQP includes or references to the quality plans of the *Sub-Contractors*.
- 5.5.5 The *Contractor* develops and maintains a comprehensive register of documents that will be generated throughout the contract including all quality related documents as part of its Quality Plan.
- 5.5.6 The *Project Manager* indicates those documents required to be submitted for either information, review or acceptance and the *Contractor* indicates such requirements within his register of documents. The register shall indicate the dates of issue of the documents with the *Project Manager* responding to documents submitted by the *Contractor* for review or acceptance within the period for reply prior to such documents being used by the *Contractor*.
- 5.5.7 The Project Quality Plan means the *Contractor's* statement, which outlines strategy, methodology, resources allocation, QA and Quality Control co-ordination activities to ensure that the works meet the standards stated in the Works Information. Site Access will not be granted unless the PQP has been accepted by the *Project Manager*.
- 5.5.8 The Quality Control Plans shall identify all inspection, test and verification requirements to meet Contractual obligations, specifications, drawings and related details including destructive, non-destructive testing, witness and hold points. The *Contractor* shall not commence fabrication or manufacture prior to review and acceptance of the applicable QCP's by the *Project Manager*.

5.6 Programming constraints

- 5.6.1 The *Contractor's* programme should be in Microsoft Project and the programme shall correspond with the *Employer's* objectives as stipulated in the relevant sections of the *Employer's* Scope of Service inclusive of all sheets listed in the Annexures and shall be in line with the overall Scope of Services, specifications and any other documentation as annexed to this contract. A Basis of Programme document shall be prepared by the *Contractor* in conjunction with the programme.
- 5.6.2 In planning the services, the *Contractor* shall clearly identify the activities durations and the associated resources.
- 5.6.3 The *Contractors* programme shall comply with the stipulations of the relevant sections of the *Employer's* Scope of Service, which details the minimum Health & Safety constraints as imposed on the provision of the works.
- 5.6.4 The *Contractors* programme shall comply with the stipulations of the relevant sections of the *Employer's* Scope of Work, which details the minimum Quality constraints as imposed on the provision of the works.
- 5.6.5 The *Contractors* programme shall comply with the stipulations of the relevant sections of the *Employer's* Scope of Work, which details the minimum Environmental constraints as imposed on the provision of the Works.

- 5.6.6 The *Contractor* includes any reasonable foreseen and unforeseen constraints, assumptions and conditions which may arise in line with the overall scope as outlined and the *Employer's* Scope of Work.
- 5.6.7 The *Contractor* uses the latest version of Microsoft Project/Primavera for his programme submissions, with the use of alternative but similar software package being employed only upon the written approval of the *Employer* or *Employer's* Agent.
- 5.6.8 The *Contractors* first programme submitted for acceptance shall be developed and decomposed such that it is an accurate and robust forecast of the services to be undertaken. This shall be undertaken during the pre-contract negotiation period and no later than the date stipulated under Contract Data Part One.
- 5.6.9 The *Contractor* shall take due cognisance of the period for reply as stated in the Contract Data.
- 5.6.10 The *Contractor* complies with the *Employer's* dates as stipulated within the Contract Data when he submits his first programme for acceptance and all other subsequent programme submissions.
- 5.6.11 The *Contractor* presents his first programme and all subsequently revised programmes (see NEC3 ECSC Clauses 31.2 and 32.1) in hard copy and soft copy format; with the programme model being a Level 4 project programme.
- 5.6.12 The *Contractor* shows on his programme submitted for acceptance and/or accepted programme and all subsequently revised programmes or programme submissions, showing the critical path or paths and all necessary logic diagrams demonstrating the sequence. The *Contractor* submits programme report information to the *Project Manager* at Bi-weekly intervals in addition to the intervals for submission of revised programmes stated under Contract Data Part One.
- 5.6.13 The *Contractor* bi-weekly programme narrative report includes:
- Level 4 Project Schedule – showing two separate bars for each task i.e. the primary bar must reflect the current forecast dates and the secondary bar the latest Accepted programme.
 - 3-Week Look Ahead Schedule – showing two separate bars for each task i.e. the primary bar must reflect the urgent forecast dates and the secondary bar the Accepted programme.
 - Manpower Histogram – reflecting actual, forecasted and planned activities.
 - S-curves – reflecting the actual percentage complete versus the planned percentage for the overall contract utilising the earned value as calculated by the detailed progress report.
 - The *Contractors* programme shows duration of operations in working days as per the stipulated definition of the workdays and hours as in the *Employer's* Scope of Work.
- 5.6.14 The *Contractor* attends, participates in and makes a meaningful contribution to, planning initiation & set-up meetings held during the pre-contract negotiation period and at weekly intervals during the contract period. The *Employer* or *Employer's* Agent shall define the tools, processes, procedures as well as methodologies for calculating, measuring and tracking progress. It is the *Contractor's* obligation in this regard to employ the aforementioned in the monitoring and management of performance against the performance measurement baseline and measurement of progress.
- 5.6.15 The *Contractors* programme shows the following levels:
- Level 1 Master Programme - defines the major operations and interfaces between engineering design, procurement, fabrication and assembly of Plant and Materials, transport, construction, testing, snagging, commissioning and Completion.
 - Level 2 Project Programme – summary programmers “rolled up” from Level 3 Project Programme described below.

- Level 3 Project Programme – detailed programme generated to demonstrate all operations identified in the programme from the starting date to Completion.
- Level 4 Project Programme – detailed discipline level programme decomposed to appropriate levels of detail in order to accurately substantiate activity scope and activity duration estimates; developed and maintained by the Consultant relating to all operations identified on the programme representing the daily activities by each discipline, with activities and operations adequately decomposed in order to accurately represent the effort required to execute activity/operation and support accurate duration estimates.

5.6.16 A basis of Programme document shall be prepared by *Contractor* at intervals as approved by the *Employer/Employer's Agent* accompanying the latest programme submitted for acceptance and detailing but not limited to the following minimum requirements:

- An overview of assumptions, constraints, specific and quantified resource allocations, productivity assumptions and basis of calculation, identification, and justification of general scheduling provisions such as calendars and working times, lags, date constraints, activity durations longer than one reporting period, etc. Description of network logic and sequencing, in line with practical changes that have taken place on site / off site within the current reporting period, including changes in previous assumptions, which impact sequencing or logic.
- Description of general approach to execute the Scope of Work and proposed impact of and changes thereto.
- Description of approach to allocation, use and management of all resources dedicated to the project, proposed impact of, and changes thereto.
- Description of and trend analysis of critical risks as identified through programme risk analysis and included in programme contingency and/or time risk allowance provisions.
- Discussion regarding the basis, method of calculation and validity of the critical path and near critical paths, (interrogate longest path and total float as contained in the programme for accuracy and validity) and comparison to conditions of criticality practically observed on site.
- Reporting on change management, i.e. identify and record any deviations/changes that have taken place within the previous reporting cycle, and their resultant impact on the remaining works and as identified and highlighted in the current revision of the programme for acceptance.
- Identification of critical activities, as well as near critical activities and undertake trend analysis on such activities with the aim of identify any deviations from planned performance.
- Identification of any recovery and/or mitigation action required in order to neutralise any deviations.

5.7 Contractor's management, supervision and key people

5.7.1 The *Contractor* employs a CSHEO as a key person under ECC Clause 24.1

5.7.2 The CSHEO reports to the SHEC on the Site. The CSHEO ensures that the works (to include any part thereof) are subject to a prior environmental method statement(s) approved by the *Project Manager* and ensures that the CEMP is implemented by the *Contractor* in a timely and proper manner. The CSHEO provides the *Project Manager* with all environmental method statements.

5.7.3 The CSHEO tasks are:

- Daily, weekly and monthly inspections of the Site and Working Areas
- Monitor compliance with the CEMP (to include the CESSG and PES) and the environmental method statements submitted to the *Project Manager*

- Reporting of an environmental incident to the *Project Manager*
- Attendance at all SHE meetings, toolbox talks and induction programmes
- Litter control and ensuring the *Contractor* clears litter from the Site and Working Areas; and
- Ensuring that environmental signage and barriers are correctly placed
- The CSHEO submits daily, weekly and monthly checklists to the SHEC and *Project Manager*

5.7.4 The *Contractor* employs a CIRP as a key person under ECC Clause 24.1.

5.7.5 The CIRP is based on the Site and ensures that all reports and IR requests are submitted accurately and in a timely manner to the *Project Manager*.

5.7.6 The CIRP tasks are:

- Dedicated to human resources, industrial relations and any other *Contractor* employee related function
- Resolve all human resources and industrial relations matters arising from the *Contractor's* employees
- Represent the *Contractor* at all industrial relations meetings
- Represent the *Contractor* on the IRCC

5.7.7 The *Contractor* employs an HSR as a key person under ECC Clause 24.1

5.7.8 The *Contractor* provides an Organogram of all his key people (both as required by the *Employer* and as independently stated by the *Contractor* under Contract Data Part Two) and how such key people communicate with the *Project Manager* and the Supervisor and their delegates all as stated at paragraph 6.5 of C3.1 *Employer's* Works Information.

5.8 Training workshops and technology transfer

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

- a) A safety pre-mobilisation workshop
- b) *Contractor* employee safety training programmes
- c) The *Contractor* shall utilise local people for staffing up some of his requirements and shall ensure that there is adequate skills transfer taking place.
- d) The *Contractor* arranges for the following technology transfer to the *Employer* where necessary.

5.9 Insurance provided by the *Employer*

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

5.10 Contract change management

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

5.10.1 Contract Strategy

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

5.11 Provision of bonds and guarantees



5.11.1 The form in which a bond or guarantee required by the conditions of contract (if any) is to be provided by the *Contractor* is given in Part 1 Agreements and Contract Data, document C1.3, Sureties.

5.11.2 The *Contractor* provides a bond or guarantee as required by the conditions of contract concurrently with the execution by the Parties of the form of agreement for the ECC contract.

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

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

- Records of design employee's location of work

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

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

5.13 The *Contractor's* Invoices

5.13.1 When the *Project Manager* certifies payment (see ECC Clause 51.1) following an assessment date, the *Contractor* complies with the *Employer's* procedure for invoice submission.

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

5.13.3 The invoice states the following:

Invoice addressed to Transnet SOC Ltd;
Transnet SOC Limited's VAT No: 4720103177;
Invoice number;
The *Contractor's* VAT Number; and
The Contract number TBC
The invoice contains the supporting detail TBC

5.13.4 The invoice is presented either by post or by hand delivery.

5.13.5 Invoices submitted by post are addressed to:

Transnet National Ports Authority
First Floor Queens Warehouse
237 Mahatma Gandhi Road
Durban
4000

For the attention of Project Manager
The invoice is presented as an original.

5.14 People

The *Contractor* complies with the following PIRPMP

5.14.1 *Contractor* Liability

- The *Contractor* warrants that it will be liable to Transnet for any loss or damage caused by strikes, riots, lockouts or any labour disputes by and/or confined to the *Contractor's* employees, which loss will include any indirect or consequential damages;
- The *Contractor* warrants that no negotiations or feedback meetings by the *Contractor's* employees shall take place on Transnet premises, whether owned or rented by Transnet.
- The *Contractor* shall give notice to Transnet of any industrial action by the *Contractor's* employees immediately upon becoming aware of any actual or contemplated action that is or may be carried out on Transnet's premises, whether owned or rented, and shall notify Transnet of all matters associated with such action that may potentially affect Transnet.
- The *Contractor* is responsible for educating its employees on relevant provisions of the Labour Relations Act which deal with industrial action processes, and the risks of non-compliance.
- The *Contractor* is required to develop a Contingency Strike Handling Plan, which plan the *Contractor* is obliged to update on a three-monthly basis. The *Contractor* must provide Transnet with this plan and all updates to the Plan. The *Contractor* is responsible to communicate with its employees on site details of the plan.

5.14.2 Industrial Action by *Contractor* Employees

- a) In the event of any industrial action by the *Contractor's* employees, the *Contractor* is required to provide competent contingency resources permitted in law to carry out any of the duties that are or could potentially be interrupted by industrial action in delivering the Service.
- b) The *Contractor* warrants that it will compensate Transnet for any costs Transnet incurs in providing additional security to deal with any industrial action by the *Contractor's* employees.
- c) In the event of any industrial action by the *Contractor's* employees, the *Contractor* is obliged:
- d) To prepare and deliver to Transnet, within two (2) hours of the commencement of industrial action an Industrial Action Report. If the industrial action persists the *Contractor* is required to deliver the report at 8h30 each day.
- e) The Industrial Action Report must provide at least the following information:
 - Industrial incident report,
 - Attendance register,
 - Productivity / progress to schedule reports,
 - Operational contingency plan,
 - Site security report,
 - Industrial action intelligence gathered.
- f) The final Industrial Action Report is to be delivered 24 hours after finalisation of the industrial action.
- g) The management of the *Contractor* is required to hold a daily industrial action teleconference with personnel identified by Transnet to discuss the industrial action, settlement of the industrial action, security issues and the impact on delivery under the contract.
- h) The resolution of any disputes or industrial action by the *Contractor's* employees is the sole responsibility of the *Contractor*.
- i) Access to Transnet premises by the *Contractor* and its employees is only provided for purposes of the *Contractor* delivering its services to Transnet. Should the *Contractor* and its employees not, for any reason, be capable of delivering its services Transnet is entitled to restrict or deny access onto its premises and unless otherwise authorized; such person will be deemed to be trespassing.
- j) The *Contractor* complies with the requirements of the IRCC involving the engineering construction *Contractors* engaged (including all future *Contractors*) by the *Employer*
- k) The roles and responsibilities of the various personnel acting on behalf of the *Project Manager* with respect to IR issues are stated in the paragraphs following:
 - The PIRM is responsible for ensuring that the *Contractor* complies with the PIRPMP.
 - The PIRM acts on behalf of the *Project Manager*.
- l) The PIRM specific tasks are:

- To complete the PLA prior to the Contract Date; and
 - To assign specific duties to the PSIRM.
- m) The SIRM is responsible, *inter alia*, for day-to-day IR on the Site and Working Areas through the implementation of the PIRPMP. The SIRM reports directly to the PSIRM and the *Project Manager*.
- n) The SIRM specific tasks are:
- To liaise with the *Contractor* prior to the commencement of construction activities (as per the *Contractor's* programme accepted by the *Project Manager*) with respect to IR issues under the SIP

5.15 Plant and Materials

- 5.15.1 The *Contractor* provides Plant and Materials for inclusion in the works in accordance with SANS 1200A sub-paragraph 2.1, unless otherwise stated elsewhere in the Works Information provided by the *Employer*. All Plant and Materials are new, unless the use of old or refurbished goods and/or Materials are expressly permitted as stated elsewhere in this Works Information or as may be subsequently instructed by the *Project Manager*.
- 5.15.2 Where Plant and Materials for inclusion in the works originate from outside the Republic of South Africa, all such Plant and Materials are new and of merchantable quality, to a recognised national standard, with all proprietary products installed to manufacturers' instructions.
- 5.15.3 The *Contractor* replaces any Plant and Materials subject to breakages (whether in the Working Areas or not) or any Plant and Materials not conforming to standards or specifications stated and notifies the *Project Manager* and the Supervisor on each occasion where replacement is required.
- 5.15.4 The *Contractor* provides all Plant and Materials necessary for the works not specifically stated to be provided "free issue" by the Employer.

Part C4: Site information

PART 4: SITE INFORMATION

Core clause 11.2(16) states

“Site Information” is information which

- Describes the Site and its surroundings and
- Is in the documents which the Contract Data states it is in.”

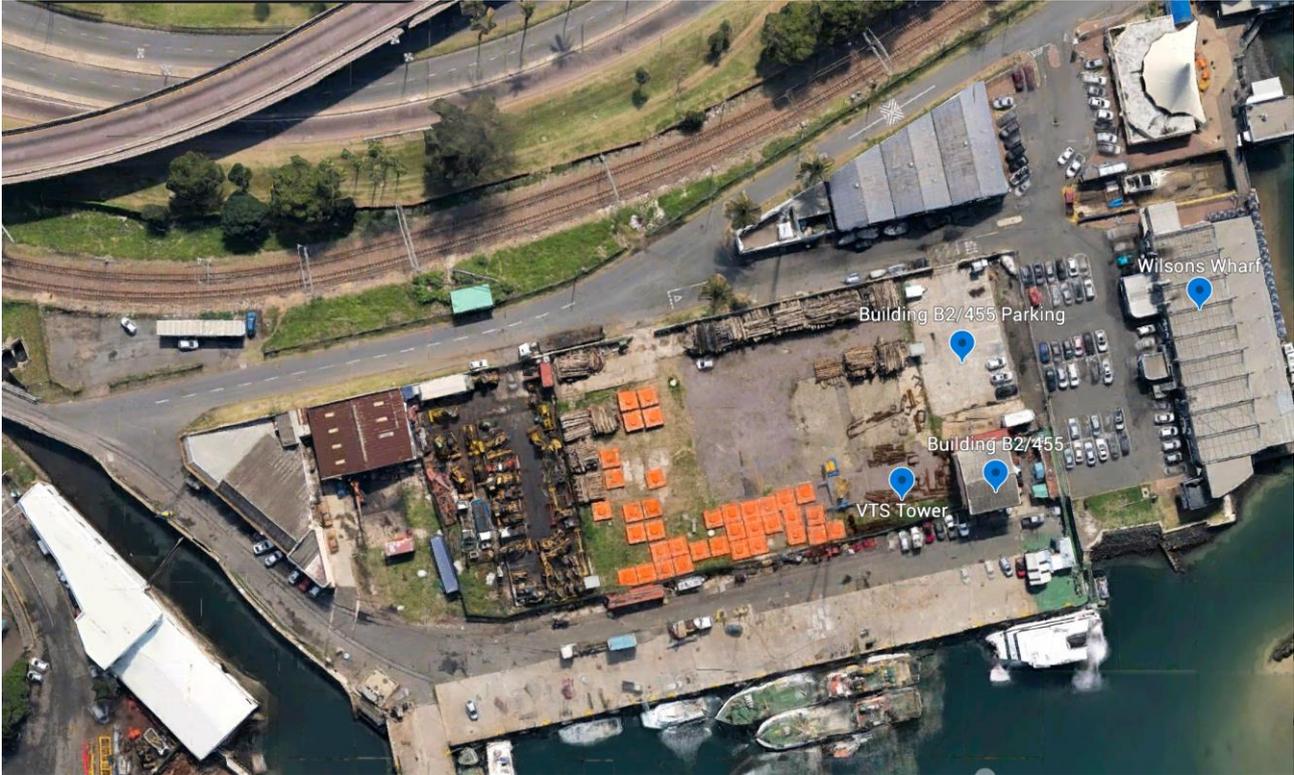
In Contract Data, reference has been made to this Part 4 of the contract for the location of Site Information.

1. Description of the Site and its surroundings

1.1. General description

The proposed site for the electrical, mechanical and structural works for building B2/455 including ancillary works is located within the Port of Durban’s boundaries. Due to the sensitivity of this zone, the port is protected under the national key points Act 102 of 1980. Adherence to this act is enforced by the Port’s acts and Port’s management, which represents the various tenants in the area, and the landlord, TNPA. The access to site is as follows:

Access to the site will be along the west bound of Margaret Mncadi Avenue, towards Wilson’s wharf and the *Contractor* is to plan for traffic peak hour when accessing the site. The *Contractor* shall take every reasonable precaution to prevent damage to any roads or entrances used to access the site and shall restrict loads to avoid damages to the entrance of site.



Aerial view of Building B2/455 (Google Earth)

1.2. Existing buildings, structures, and plant & machinery on the Site

The building where the Works will be carried out is adjacent to the *Employers* tenants within the I&J site. The *Contractor* must therefore ensure zero to minimal interference with the *Employer's* tenants and should there be a need for any interface, this is to be carried out via the *Employer's* appointed *NEC Project Manager*.

Annexure Z

Annex C

Standard Conditions of Tender

C.1 General

C.1.1 Actions

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

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

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

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

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

C.1.2 Tender Documents

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

C.1.3 Interpretation

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

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

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

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
 - ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;

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

C.1.4 Communication and employer's agent

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

C.1.5 Cancellation and Re-Invitation of Tenders

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

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

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

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

C.1.6 Procurement procedures

C.1.6.1 General

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

C.1.6.2 Competitive negotiation procedure

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

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

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

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

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

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

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

C.1.6.3.2 Option 2

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

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

C.2 Tenderer's obligations

C.2.1 Eligibility

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

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

C.2.2 Cost of tendering

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

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

C.2.3 Check documents

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

C.2.4 Confidentiality and copyright of documents

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

C.2.5 Reference documents

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

C.2.6 Acknowledge addenda

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

C.2.7 Clarification meeting

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

C.2.8 Seek clarification

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

C.2.9 Insurance

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

C.2.10 Pricing the tender offer

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

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

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

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

C.2.11 Alterations to documents

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

C.2.12 Alternative tender offers

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

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

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

C.2.13 Submitting a tender offer

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

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

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

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

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

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

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

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

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

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

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

C.2.15 Closing time

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

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

C.2.16 Tender offer validity

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

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

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

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

C.2.17 Clarification of tender offer after submission

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

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

C.2.18 Provide other material

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

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

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

C.2.19 Inspections, tests and analysis

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

C.2.20 Submit securities, bonds and policies

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

C.2.21 Check final draft

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

C.2.22 Return of other tender documents

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

C.2.23 Certificates

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

C.3 The employer's undertakings

C.3.1 Respond to requests from the tenderer

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

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

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

C.3.2 Issue Addenda

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

C.3.3 Return late tender offers

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

C.3.4 Opening of tender submissions

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

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

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

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

C.3.5 Two-envelope system

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

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

C.3.6 Non-disclosure

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

C.3.7 Grounds for rejection and disqualification

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

C.3.8 Test for responsiveness

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

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

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

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

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

C.3.9 Arithmetical errors, omissions and discrepancies

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

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

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

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

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

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

C.3.10 Clarification of a tender offer

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

C.3.11 Evaluation of tender offers

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

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

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

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

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

C.3.11.1 General

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

C.3.12 Insurance provided by the employer

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

C.3.13 Acceptance of tender offer

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

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

C.3.14 Prepare contract documents

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

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

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

C.3.15 Complete adjudicator's contract

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

C.3.16 Registration of the award

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

C.3.17 Provide copies of the contracts

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

C.3.18 Provide written reasons for actions taken

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