

Transnet National Ports Authority

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

**REQUEST FOR PROPOSAL (RFP) FOR THE APPOINTMENT OF A CONTRACTOR FOR THE
SUPPLY AND INSTALLATION OF A DIESEL STORAGE TANK FOR THE TUG JETTY IN THE PORT
OF DURBAN FOR A PERIOD OF FOUR (4) MONTHS**

RFP NUMBER : TNPA/2026/07/0006/114579/RFP
ISSUE DATE : 29 SEPTEMBER 2026
COMPULSORY BRIEFING : 07 OCTOBER 2026
CLOSING DATE CLOSING : 20 OCTOBER 2026
TIME : 16h00
TENDER VALIDITY PERIOD : 12 weeks from closing date

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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 for the supply and installation of a Diesel storage tank for the Tug Jetty in the Port of Durban
TENDER DOWNLOADING	This Tender may be downloaded directly from the National Treasury eTender Publication Portal at www.etenders.gov.za and the Transnet website at https://transnetetenders.azurewebsites.net (please use Google Chrome to access the Transnet link) FREE OF CHARGE.
COMPULSORY TENDER CLARIFICATION MEETING	A Tender Clarification Meeting will be conducted at Transnet National Ports Authority, Port of Durban, 237 Mahatma Gandhi Road, Queens Warehouse on 07 October 2026 at 10:00am for a period of $\pm$ 2 (two) hours. [Tenderers to provide own transportation and accommodation]. Site-Visit. - 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. 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.
CLOSING DATE	20 October 2026 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 been fully uploaded by the closing time, it will be cut off and will result in a corrupted file that cannot be capable of being evaluated.

ADDENDA TO THE TENDER	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. 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.
VALIDITY PERIOD	12 Weeks from Closing Date 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.
ELECTRONIC BID SUBMISSIONS	<u>Note to the bidders:</u> 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. 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. The Tenderer may only upload 30mb per upload and multiple uploads are permitted.

2. TENDER SUBMISSION

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

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

Log on to the Transnet eTenders management platform website

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

- Click on "ADVERTISED TENDERS" to view advertised tenders;
 - Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);
 - Click on "SIGN IN/REGISTER" - to sign in if already registered;
 - Toggle (click to switch) the "Log an Intent" button to submit a bid;
 - Submit bid documents by uploading them into the system against each tender selected.
 - **Tenderers are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting. Transnet will not be held liable for any challenges experienced by bidders as a result of the technical challenges. Please do not wait for the last hour to submit. A Tenderer can upload 30mb per upload and multiple uploads are permitted.**
- b) Each company must register its profile using its company details and use the corresponding registered profile to log an intent to bid as well as submitting any bid.
- c) Transnet will not accept a bid or will disqualify a bidder who submits a bid in the Transnet e-tender submission through another bidders'/Company's profile. In other words, each bidder must register the intent to bid and submit its bid through its own profile under the same company name that will eventually bid for the tender. No company shall submit a bid on behalf of another company regardless of the company being a subsidiary or holding company.
- d) In case of a Joint Venture, any of the parties/companies to the Joint Venture may use its registered profile to submit a bid on behalf of the Joint Venture.
- e) The tender offers to this tender will be opened as soon as possible after the closing date and time. Transnet shall not, at the opening of tenders, disclose to any other company any confidential details pertaining to the Tender Offers / information received, i.e. pricing, delivery, etc. The names and locations of the Tenderers will be divulged to other Tenderers upon request.
- f) Submissions must not contain documents relating to any Tender other than that shown on the submission.

3. CONFIDENTIALITY

All information related to this RFP is to be treated with strict confidentiality. In this regard Tenderers are required to certify that they have acquainted themselves with the Non-Disclosure

Agreement. All information related to a subsequent contract, both during and after completion thereof, will be treated with strict confidence. Should the need however arise to divulge any information gleaned from provision of the Works, which is either directly or indirectly related to Transnet's business, written approval to divulge such information must be obtained from Transnet.

4. DISCLAIMERS

Tenderers are hereby advised that Transnet is not committed to any course of action as a result of its issuance of this Tender and/or its receipt of a tender offer. In particular, please note that Transnet reserves the right to:

- 4.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.
- 4.2. Not necessarily accept the lowest priced tender or an alternative Tender;
- 4.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;
- 4.4. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract;
- 4.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise.
- 4.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;
- 4.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;
- 4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);
- 4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.

- 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.
- 4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable on T2.2-19, [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.
- 4.12. Transnet reserves the right to perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer:
- *unduly high or unduly low tendered rates or amounts in the tender offer;*
 - *contract data of contract provided by the tenderer; or*
 - *the contents of the tender returnables which are to be included in the contract.*

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

6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

SupplierNumber..... and Unique registration reference number.....(**Tender Data**)

**Transnet urges its clients, suppliers and the general public
to report any fraud or corruption to:**

1. Toll-Free No: 0800 003 056
2. Email Address: Transnet.Reportit@outlook.com
3. SMS: 063 786 7403
4. Please Call me number: *120*0637867403
5. A dedicated Website: <https://whistleblowersoftware.com/secure/Transnet>



"HOW TO" GUIDE FOR BIDDERS

REGISTER ON ETENDER PORTAL

ACCESS TENDERS

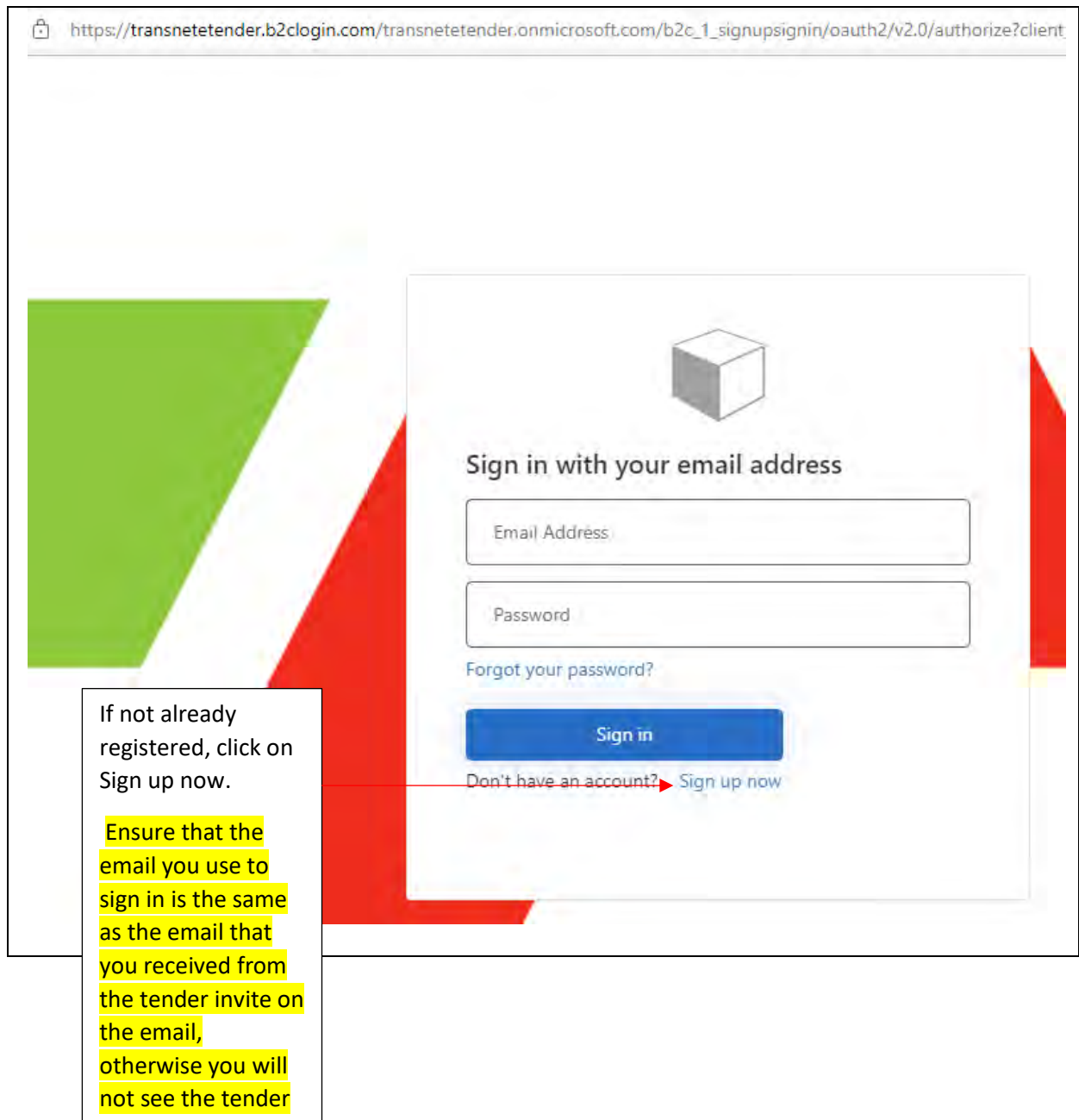
NB: Do not wait for the last minute to register or to bid for a tender. Ensure you complete your process at least 1 day (24hours) before the closing date

Go to Google Chrome 

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



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



If not already registered, click on Sign up now.

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



TRANSNET NATIONAL PORTS AUTHORITY

Email Address

Send verification code

First Surname

Confirm New Password

Given Name

Organisation Name

Username

Central Supplier Database Number

Company Registration Number

Country/Region

Country/Region

Executive Email Address

State/Province

Street Address

Postal Code

Display Name

Create

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

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

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

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

Cancel

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

abc@gmail.com

Verification Code

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

Then click on Verify code

Verify code Send new code

Forgot your password?

Sign in

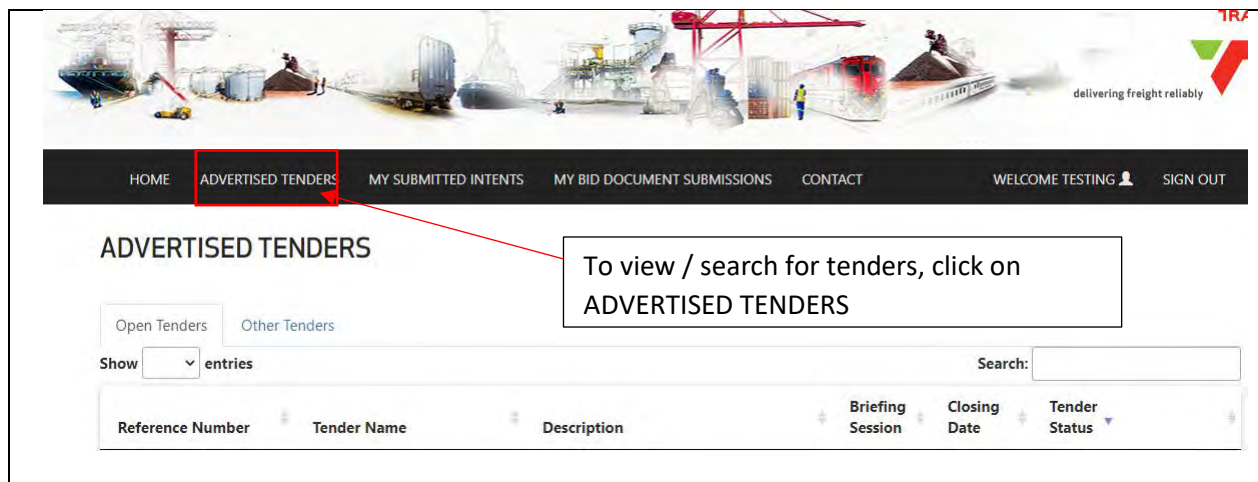
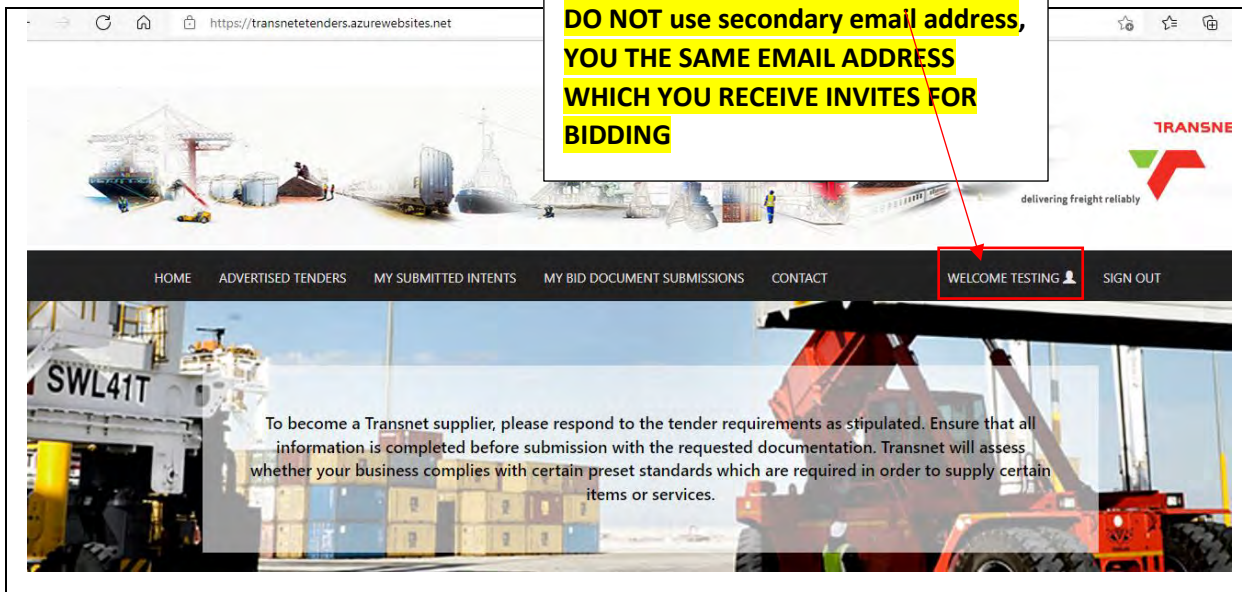
Don't have an account? Sign up now

Then click on Sign in



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

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



T1.2 Tender Data

T1.2 TENDER DATA

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

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

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

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

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

C.1.4 The Employer's agent is: Procurement Officer

Name: Mphoyakaomphile Botopela

Address: Transnet National Ports Authority
 150 Commissioner Street,
 Johannesburg

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 – step one Test for Administrative Responsiveness:

Administrative responsiveness check
Whether the Bid has been lodged on time
Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time
Verify the validity of all returnable documents
Verify if the Bid document has been duly signed by the authorised respondent

Stage One – step two : Administrative and Substantive Responsiveness Tests where attendance eligibility is part of substantive

Check for substantive responsiveness
Whether any general and legislation qualification criteria set by Transnet, have been met
Whether the Bid contains a priced offer as prescribed in the pricing and delivery schedule
Whether the Bid materially complies with the scope and/or specification given
- Whether any Technical Pre-qualification Criteria/minimum requirements have been met as follows: - Attendance of the compulsory briefing session - A CIDB grading of 5ME or higher - Obtain a minimum of 60 points for functionality.

2. Stage Two - Eligibility with regards to attendance at the compulsory clarification meeting

An authorised representative of the tendering entity or a representative of a tendering entity that intends to form a Joint Venture JV must attend the compulsory clarification meeting in terms C2.7 and must complete, sign and return C1.1 Form of Offer and Acceptance.

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

3. Stage Three - 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 **SME or higher** class of construction work, are eligible to have their tenders evaluated.

Joint Venture (JV)

- b) 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 a **SME 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.

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

4. Stage Three - Functionality

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

The evaluation criteria for measuring functionality and the points for each criteria and, if any, each sub-criterion is as stated in C3.11 below.

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

5. Stage Four – Preference Point System

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.

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. **Tenderers must complete and sign the attendance register.** Addenda will be issued to, and tenders will only be received from those tendering entities including those entities that intends forming a joint venture appearing on the attendance register.

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

C.2.12 No alternative tender offers will be considered.

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

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

Identification details:

The tender documents must be uploaded with:

- Name of Tenderer: **(insert company name)**
- Contact person and details: **(insert details)**
- The Tender Number: TNPA/2026/07/0006/114579/RFP
- The Tender Description: **Appointment of a contractor for the supply and installation of a Diesel storage tank for the Tug Jetty in the Port of Durban for a period of Four (4) Months**

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:

16H00 on 20 October 2026

Location: The Transnet website at E-supplier Portal Link:

<https://esupplierportal.transnet.net.>

NO LATE TENDERS WILL BE ACCEPTED

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- 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.
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- C.2.23 The tenderer is required to submit with this 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 CIPC B-BBEE Certificate 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. Valid Letter of Good Standing with the Workmen's compensation fund by the tendering entity or separate **valid Letters of Good Standing** from all members of a newly constituted JV.

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

- C.3.11 The minimum number of evaluation points for functionality is **60**
- The procedure for the evaluation of responsive tenders is Functionality, Price, and Preference:**
- Only those tenderers who attain the minimum number of evaluation points for Functionality will be eligible for further evaluation, failure to meet the minimum threshold will result in the tender being disqualified and removed from any further consideration.

Functionality criteria	Sub-criteria	Sub-criteria points	Maximum number of points
T2.2-03. Programme	Ability to Provide the Works: The Tender Programme submissions must meet these requirements: • The Tenderer has submitted a Programme in Microsoft Projects (MSP) or Primavera. • Schedules for submission must be Resource loaded. • Logically linked using the critical path method (CPM). • In line with core clause 31 of the NEC3 • The Tender has also submitted the Basis of Schedule (BoS). • The Tender Programme has captured the complete scope at minimum level 4 for each discipline. • The Tender Programme shall be aligned to the Pricing Data as contained under Part C2 and detailed at an appropriate level of decomposition to support the scope and associated duration estimates. • The programme must clearly support and demonstrate alignment to Part C3.1.	7	10

	Provision of Dates: The Tenderer clearly indicates in the schedule all milestones, activities & information related to the following: • Float, • Time Risk Allowances, • SHEQ requirements specified in the contract. • Work by the Employer and Others, • Acceptances of contractor's design's as per signed Contract. e.g: shop drawings • Starting date, access dates, Key Dates and Completion • Planned Completion for each Key Date for each option and the complete works • Indicate all long leads in terms as scope of work.	3	
T2.2-04. Key Personnel	Management & CV's of Key Personnel The Tenderer shall demonstrate that the proposed project personnel possess the necessary knowledge, qualifications, and relevant experience to deliver the required services successfully. As a minimum, the Tenderer shall submit supporting documentation, including qualifications, professional registrations (where applicable), and detailed curricula vitae for the proposed key personnel. The experience of the assigned key personnel will be evaluated in the following disciplines: • Construction Manager • Safety, Health and Environment (SHE) Officer		10
	Construction manager		
	Qualification: • 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)	3	

	SACPCMP) or Registered as a Construction Manager (PrCM SACPCMP) or Project Management Professional (PMP - PMI).		
	Experience Minimum five (5) years' relevant experience in construction management and/or site supervision in multi-disciplinary projects, including Mechanical, building, Civil and structural works.	3	
	SHE Officer		
	Qualifications - 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 SACPCMP and has submitted proof thereof.	2	
	Experience Minimum 5 years' relevant experience as a Health & Safety Officer in construction projects.	2	
T2.2-05. Quality Management	Project Quality Plan (as per QAL-STD-0001) The Project Quality Plan (PQP) details how the Contractor's Quality System will be applied to the Scope of Work specified in the contract	5	10
	Quality Control Plans (as per QAL-STD-0001) Quality Control Plan (QCP) specific to the Project but not limited to: The Quality Control Plan shall be Project Specific as per the Scope of Work and shall include the following as key elements: - Detailed sequence of activities (construction/fabrication) - Include all procedures/code specifications - Include all intervention points (i.e. hold, witness, verify) - Include all Verification documentation/Field inspection checklist Include all relevant signatories (i.e. Contractor, Approved Inspection Authority (AIA), Transnet	4	

	Quality Policy Quality Policy shall include the following key policy elements: 1. Is appropriate to the purpose and context of the organisation and supports its strategic direction, 2. Provides framework for setting quality objectives, includes a commitment to satisfy applicable	1	
T2.2-06 Health and Safety	Health and Safety Policy 1. Commitment to Safety, prevention of pollution, 2. Continual improvement, 3. Compliance to legal requirements, appropriate to the nature of contractor's activities, 4. Hold management accountable for development of the safety systems, 5. Include objectives and targets.	1	10
	Roles & Responsibilities 1. S16.2 CEO 2. 8.1 Construction Manager - SACPCMP registration as Pr. Construction Manager, 3. 8.5 SACPMP Registered Construction Health and Safety officer, 4. 8.7 Construction Supervisor, 5. 9.1 Risk Assessor, 6. 17.1 SHE Rep as per the Occupational health and safety Act 85 of 1993 and	3	

	Overview of the Baseline risk assessment Indicating major activities of the project i.e. installation, commissioning, and handover of the following packages: 1. Site establishment 2. Concrete works. 3. Steel works 4. Mechanical works 5. Electrical works	2	
	Safety Documentation Complete and return with tender documentation the Contractor Safety Questionnaire with required all supporting documentation included as an Annexure.	2	
	Cost Breakdown Sheet. Submission of completed cost breakdown sheet covering health and safety budget allocation.	2	

T.2-07 Environmental	Environmental Management Plan The tenderer must provide a project specific Environmental Management Plan. This plan must be clear on the following: 1. A description of the environmental impacts that need to be avoided, managed and mitigated, a description of how those impacts will be avoided, managed and mitigated (impact management actions). 2. The method and frequency of monitoring the implementation of the impact management actions. 3. A description of how the environmental incidents will be managed on site. 4. An indication of the roles and responsibilities in the implementation of the impact management actions. 5. Records to be kept. 6. How non-conformance/non-compliance will be dealt with	8	10
	The tenderer must provide a signed Environmental Policy based on International Organization for Standardization (ISO) that displays all key components of Top management's commitments namely: 1. Regulatory compliance and other requirements 2. Commitment to the protection of the environment including pollution prevention	2	

	3. Commitment to continual provement of the EMS 4. Address the sustainable use of resources/resource conservation; and 5. Is communicated to all employees working for or on behalf of the Contractor		
T2.2-08 Previous Experience	Storage Tank The tenderer has submitted traceable reference letters signed by the client or certificates of completion for the storage tank installation.	15	30
	Pipework and pumps installation The tenderer has submitted traceable reference letters signed by the client and certificates of completion for the pipework and pumps installation scope.	10	
	Electrical Supply installation The tenderer has submitted traceable reference letters signed by the client and certificates of completion for the electrical supply installation scope.	5	
T2.2-09 Method Statement	Tenderer to submit a methodology which responds to the scope of work, sequencing and outlines proposed methodology of undertaking the works. This should clearly demonstrate an understanding of the total project objectives and scope. The methodology should include the following as the minimum of the critical elements in terms of the scope of work	20	20
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 Management and CV's of key personnel
- T2.2-05 Quality Management
- T2.2-06 Environmental Management
- T2.2-07 Health & Safety Requirements
- T2.2-08 Company Previous Experience
- T2.2-09 Method Statement

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

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

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

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

Up to 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	
	(80/20 system)	(90/10 system)
B-BBEE Status Level of Contributor 1 or 2	4	2
EME or QSE 51% Black Owned	6	3
30% Black Women Owned Entities	10	5
Non-Compliant and/or B-BBEE level 3-8 Contributors	0	0

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

Specific Goals	Acceptance 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
EME or QSE 51% Black Owned	- 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
30% Black Women Owned Entities	Certified copy of ID Documents of the Owners.

The maximum points for the bid are allocated as follows:

DESCRIPTION	POINTS	
PRICE	80	90
B-BBEE Status Level of Contributor 1 or 2	4	2
EME or QSE 51% Black Owned	10	5
30% Black Women Owned Entities	6	3
Non-Compliant and/or B-BBEE Level 3-8 contributors	0	0
Total points for Price and Specific Goals must not exceed	100	

Note: Transnet reserves the right to carry out an independent audit of the 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 comprise 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 has or continues to be in breach of any of the provisions contained in the Integrity Pact;
 - c) The Probity check undertaken by Transnet National Ports Authority establishes the existence of any unmitigated risks which would have a negative impact on the project;
 - d) Unless the appointment of the bidder would result in a negative impact on Transnet Return on Investment;

- 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:
 - i) Is under restrictions as contemplated in the Integrity Pact,
 - ii) 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).
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Part T2: Returnable Documents

T2.1: List of Returnable Documents



T2.1 List of Returnable Documents

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

- T2.2-01 **Stage Three as per CIDB: Eligibility Criteria Schedule** - CIDB Registration
- T2.2-02 **Stage Four as per CIDB: Eligibility Criteria Schedule** - Certificate of attendance at Compulsory Tender Clarification Meeting

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

- T2.2-03 **Evaluation Schedule:** Programme
- T2.2-04 **Evaluation schedule:** Management and CV's of key personnel
- T2.2-05 **Evaluation Schedule:** Quality Management
- T2.2-06 **Evaluation Schedule:** Health and Safety
- T2.2-07 **Evaluation Schedule:** Environmental Management
- T2.2-08 **Evaluation Schedule:** Previous experience
- T2.2-09 **Evaluation Schedule:** Method Statement

2.1.3 Returnable Schedules:

General:

- T2.2-10 Authority to submit tender
- T2.2-11 Record of addenda to tender documents
- T2.2-12 Letter of Good Standing
- T2.2-13 Risk Elements
- T2.2-14 Availability of equipment and other resources
- T2.2-15 Specification
- T2.2-16 Schedule of proposed Subcontractors
- T2.2-17 Site Establishment requirements

Agreement and Commitment by Tenderer:

- T2.2-18 CIDB SFU ANNEX G Compulsory Enterprise Questionnaire
- T2.2-19 Non-Disclosure Agreement
- T2.2-20 RFP Declaration Form
- T2.2-21 RFP – Breach of Law
- T2.2-22 Certificate of Acquaintance with Tender Document
- T2.2-23 Service Provider Integrity Pact
- T2.2-24 Supplier Code of Conduct



T2.2-25 Domestic Prominent Influential Persons (DPIP)

1.3.2 Bonds/Guarantees/Financial/Insurance:

T2.2-26 Insurance provided by the Contractor

T2.2-27 Form of Intent to provide a Performance Guarantee

T2.2-28 Three (3) years audited financial statements

1.3.3 Transnet Vendor Registration Form:

T2.2-29 Transnet Vendor Registration Form

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

2.3 C1.2 Contract Data

2.4 C1.3 Forms of Securities

2.5 C2.1 Pricing Instructions (Priced contract with Bill of Quantities)

2.6 C2.2 Bill of Quantities

T2.2: Returnable Schedules

T2.2-01: Eligibility Criteria Schedule: Certificate of Attendance at Tender Clarification Meeting

This is to certify that

(Company
Name)

Represented
by:

(Name and
Surname)

Was represented at the compulsory tender clarification meeting

Held at:		
On (date)		Starting time: 10:00am

Particulars of person(s) attending the meeting:

Name

Signature

Capacity

Attendance of the above company at the meeting was confirmed:

Name

Signature

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

Date

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

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

2. Joint Venture (JV)

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

every member of the joint venture is registered with the CIDB;

- the lead partner has a contractor grading designation in the a **SME** or **higher** class of construction work; and
- the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a **SME** 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 Contractor shall provide the employer with a certified copy of its signed joint venture agreement;
- and in the event that the joint venture is an 'Incorporated Joint Venture' the Memorandum of Incorporation to be provided within 4 (four) weeks of the Contract Date.

T2.2-03- Enaluation: Programme

Note to tenderers:

The Tenderer details the proposed programme below or makes reference to his proposed programme and attaches it to this schedule. The Tenderer's attention is drawn to core clause 31 of the NEC3 Engineering and Construction contract regarding the items to be shown on a programme.

- **Ability to Provide the Works:**

The tenderer shall provide the proposed programme showing but not limited to the following: Ability to execute the *works* in terms of the *Employer's* requirements and within the required timeframe indicating, in a logical sequencing, the order and timing of the construction that will take place in order to Provide the Works clearly indicating the capacity & capability to achieve the dates stated in the Contract Data.

- Dates when the *Contractor* will need *access* to any part of the site and/or persons and/or information, as well as submission approval process and timing for Health & Safety Files, Environmental Files and Quality Files pre-requisites/requirements. Requirements for submission and acceptance process for designs. In addition the Programme must clearly demonstrate adequate provision for the review and acceptance process associated with deliverables requiring the *Employer's* acceptance including due cognizance taken of the time frames associated with undertaking same and any other items of this nature. Moreover the Programme must clearly demonstrate adequate provision for the process and time frames associated with undertaking procurement processes for all long lead items, inductions, permits, medicals, plant and equipment approvals and any required certifications in this regard.
- The Programme must clearly support and demonstrate alignment to Part C3.1 Works Information objectives and scope of work. In addition, annexed to the Programme, a basis of schedule document is required, stipulating, but not limited to, underlying assumptions, conditions, constraints, and approach to Providing the Works as detailed in the Programme.

- **Provision of Dates:**

The Contractor indicates how he plans in achieving the following dates and clearly demonstrates them on the schedule by complying with Clause 31.2 of the NEC ECC:

1. Float,
2. Time Risk Allowances,
3. Health and safety requirements,
4. Procedures set out in this contract,
5. Work by the *Employer* and Others,
6. Access to a part of the site if later than its *access date*,
7. Acceptances,
8. Plant & Materials and other things to be provided by the employer,
9. Information by Others,
10. *starting date*, *access dates*, Key Dates and Completion Date
11. planned Completion for each Key Date for each option and the complete works
12. The Programme should indicate the following columns as a minimum:

The Programme should indicate the following columns as a minimum:

Activity Number	Activity description	Start date	Finish date	Predecessor	Successor	Time risk allowances(TRA)
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The scoring of the Programme will be as follows:

Scores	Ability to Provide the Works:	Provision of Dates:
	The Tender Programme submissions must meet these requirements: 1. The Tenderer has submitted a Programme in Microsoft Projects (MSP) or Primavera. 2. Schedules submission must be Resource loaded. 3. Logically linked using the critical path method (CPM). 4. In line with core clause 31 of the NEC3 5. The Tender has also submitted the Basis of Schedule (BoS). 6. The Tender Programme has captured the complete scope at minimum level 4 for each discipline. 7. The Tender Programme shall be aligned to the Pricing Data as contained under Part C2 and detailed at an appropriate level of decomposition to support the scope and associated duration estimates. 8. The Programme must clearly support and demonstrate alignment to Part C3.1 Works Information objectives and scope of work.	The Tenderer clearly indicates in the schedule all milestones, activities & information related to the following: 1. Float, 2. Time Risk Allowances, 3. SHEQ requirements specified in the contract. 4. Work by the Employer and Others, 5. Acceptances of contractors design's as per signed Contract eg: shop drawings 6. starting date, access dates, Key Dates and Completion Date 7. planned Completion for each Key Date for each option and the complete works 8. Indicate all long leads items as scope of work.
10 Points	7	3
Score 0	The tenderer has submitted no information to determine a score.	The tenderer has submitted no information to determine a score.
Score 20	The tenderer has addressed 1 to 2 of the eight (8) criteria requirements.	The tenderer has addressed 1 to 2 of the eight (8) criteria in the schedule pertaining to milestones, activities, and information.
Score 40	The tenderer has addressed 3 to 4 of the eight (8) criteria requirements.	The tenderer has addressed 3 to 4 of the eight (8) criteria in the schedule pertaining to milestones, activities, and information.
Score 60	The tenderer has addressed 5 to 6 of the eight (8) criteria requirements.	The tenderer has addressed 5 to 6 of the eight (8) criteria in the schedule pertaining to milestones, activities, and information.
Score 80	The tenderer has addressed 7 of the eight (8) criteria requirements.	The tenderer has addressed 7 of the eight (8) criteria in the schedule pertaining to milestones, activities, and information.
Score 100	The has tender submission has addressed all (8) criteria requirements.	The tenderer has addressed all 8 criteria in the schedule pertaining to milestones, activities, and information

T2.2-04: Evaluation Schedule - Key Personnel Qualifications, Experience and Registrations - 10 points

The Tenderer shall demonstrate that the proposed project personnel possess the necessary knowledge, qualifications, and relevant experience to successfully deliver the required services. As a minimum, the Tenderer shall submit supporting documentation, including qualifications, professional registrations (where applicable), and detailed curricula vitae for the proposed key personnel.

The experience of the assigned key personnel will be evaluated in the following disciplines:

- Construction Manager
- Safety, Health and Environment (SHE) Officer

The proposed personnel shall demonstrate relevant experience aligned with the scope of work.

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) or Registered as a Construction Manager (PrCM - SACPCMP) or Project Management Professional (PMP - PMI).
- Minimum five (5) years' relevant experience in construction management and/or site supervision in multi-disciplinary projects, including Mechanical, building, Civil and structural works.


b) 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 SACPMF 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			
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 – 6 points		Score 0	Score 20	Score 40	Score 60	Score 80	Score 100
Construction Manager	Qualification (3 points)	Tenderer has not submitted relevant qualifications / has submitted irrelevant qualifications.	NQF Level 4 and below qualification in Built Environment and proof thereof.	NQF Level 5 qualification in Built Environment and proof thereof.	NQF Level 6 qualification in Built Environment and proof thereof.	NQF Level 7 qualification in Built Environment and proof thereof.	NQF Level 8 or higher qualification in Built Environment and proof thereof.
	Experience (3 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 – 4 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 (2 points)	Tenderer has not submitted relevant qualifications / has submitted irrelevant qualifications.	NQF Level 4 and below qualification in Safety Management / NEBOSH / SAMTRAC and proof thereof.	NQF Level 5 qualification in Safety Management / NEBOSH / SAMTRAC and proof thereof.	NQF Level 6 qualification in Safety Management / NEBOSH / SAMTRAC and proof thereof.	NQF Level 7 qualification in Safety Management / NEBOSH / SAMTRAC and proof thereof.	NQF Level 8 or higher qualification in Safety Management / NEBOSH / SAMTRAC and proof thereof.
	Experience (2 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

T2.2-05: Evaluation Schedule - Quality Management

Reference Standard – QAL-STD-0001 General Quality Requirements for Suppliers and Contractors.

Due consideration must be given to the deliverables required to execute and complete the contract as per the Quality Management Standard stated in the Works Information, and should include, but not be limited to:

1. The Project Quality Plan (PQP) details how the Contractor's Quality System will be applied to the Scope of Work specified in the contract and shall include the following as key elements:

1. Include a description of the Contractor's Project organization, with key positions and responsibilities identified and individuals named. The organization structure shall also indicate resources committed to the management and co-ordination of Quality Assurance/Quality Control (QA/QC) activities.
2. Provide a description of how documents provided by Transnet to the Contractor are to be managed. Documentation management/control
3. Include all quality activities relevant to the Scope of Work, identifying all procedures, reviews, audits, controls and records used to control and verify compliance with specified Contractual requirements.
4. Include a listing of all Quality Control Plans (QCP's) and associated Field Inspection Checklist (FIC'S), as applicable.
5. Include a listing of all Special Processes (e.g. welding, non-destructive testing, cube testing etc.) envisaged for use.
6. Control of externally provided services.

2. Quality Control Plan (QCP)

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

1. Detailed sequence of activities (construction/fabrication)
2. Include all procedures/code specifications
3. Include all intervention points (i.e. hold, witness, verify)
4. Include all Verification documentation/Field inspection checklist
5. Include all relevant signatories (i.e. Contractor, Approved Inspection Authority (AIA), Transnet)

This QCP shall identify all inspection, test, and verification requirements to meet Contractual obligations, specifications, drawings, and related details including destructive and non-destructive testing, witness, and hold points.

3. A signed Quality Policy based on International Organisation for Standardisation (ISO 9001) that displays the five key policy requirements. These requirements include:

1. Is appropriate to the purpose and context of the organization and supports its strategic direction,
2. Provides a framework for setting quality objectives,
3. Includes a commitment to satisfy applicable requirements,
4. Includes a commitment to continual improvement of the quality management system, and
5. Is communicated and understood within the organization.

10 Points	Evaluation Category	Maximum Score	Evaluation Criteria	Rating
Quality Requirements	Project Quality Plan (as per QAL-STD-0001) The Project Quality Plan (PQP) details how the Contractor's Quality System will be applied to the Scope of Work specified in the contract and shall include the following as key elements: 1) Include a description of the Contractor's Project organization, with key positions and responsibilities identified and individuals named. The organization structure shall also indicate resources committed to the management and co-ordination of Quality Assurance/Quality Control (QA/QC) activities. 2) Provide a description of how documents provided by Transnet to the Contractor are to be managed. Documentation management/control 3) Include all quality activities relevant to the Scope of Work, identifying all procedures, reviews, audits, controls and records used to control and verify	5	No submission /Information is irrelevant and cannot be scored	0
			Only Two (2) or below of Six (6) key elements met	20
			Three (3) of Six (6) key elements met	40
			Four (4) of Six (6) key elements met	60
			Five (5) of Six (6) key elements met	80
			All Six (6) and above of the key elements met	100

-	compliance with specified Contractual requirements.			
	4) Include a listing of all Quality Control Plans (QCP's) and associated Field Inspection Checklist (FIC'S), as applicable.			
	5) Include a listing of all Special Processes (e.g. welding, non-destructive testing, cube testing etc.) envisaged for use.			
	6) Control of externally provided services.			
	Quality Control Plans (as per QAL-STD-0001)		No submission /Information is irrelevant and cannot be scored	0
	Quality Control Plan (QCP) specific to the Project but not limited to:		One (1) of Five (5) key elements met	20
	The Quality Control Plan shall be Project Specific as per the Scope of Work and shall include the following as key elements:		Two (2) of Five (5) key elements met	40
	1) Detailed sequence of activities (construction/fabrication)		Three (3) of Five (5) key elements met	60
4	2) Include all procedures/code specifications		Four (4) of Five (5) key elements met	80
	3) Include all intervention points (i.e. hold, witness, verify)		All 5 key elements are met	100
	4) Include all Verification documentation/Field inspection checklist			
	5) Include all relevant signatories (i.e. Contractor, Approved Inspection Authority (AIA), Transnet)			
	Quality Policy		No submission /Information is irrelevant and cannot be scored	0
	Quality Policy shall include the following key policy elements:	1		

–	1) is appropriate to the purpose and context of the organisation and supports its strategic direction, 2) provides framework for setting quality objectives, 3) includes a commitment to satisfy applicable requirements, 4) includes a commitment to continual improvement of QMS, and 5) is communicated and understood within the organisation.		One (1) of Five (5) key policy elements met, OR the policy is not signed or undated	20
			Two (2) of Five (5) key policy elements met	40
			Three (3) of Five (5) key policy elements met.	60
			Four (4) of Five (5) key elements met	80
			All Five (5) key elements met	100

T2.2-06: Evaluation Schedule: Health and Safety Requirements

Submit the following documents as a minimum with your tender:

- 1.** Safety, Health & Environmental Policy signed by the Chief Executive Officer. List the five elements -
 - Commitment to Safety, prevention of pollution,
 - Continual improvement,
 - Compliance to legal requirements, appropriate to the nature of contractor's activities,
 - Hold management accountable for development of the safety systems.
 - Include objectives and targets.
- 2.** Roles & Responsibilities, such as S16.2 CEO, CR8.1 Construction Manager, CR8.5 Safety officer, CR8.7 Construction Supervisor, CR9.1 Risk Assessor, 17.1 SHE Reps, etc. as per the Occupational health and safety Act 85 of 1993.
- 3.** Overview of the project specific Task Risk Assessment (RA), indicating major activities of the project namely:
 - Site establishment (Loading and offloading of containers; connection and of electricity and water supply; termination or isolation of electrical and water supply, connection and termination of plumbing services.
 - Civil and Structural works Civil Work: (Manholes construction; Excavation/Foundations; fencing and concrete; brick work; plastering, working at height
 - Mechanical works: Tank and Pipework's
 - Electrical works: Cabling; Lighting; Generator; Distribution Boards, instrumentation
 - Architectural works: Ceiling cleanup; Replacement of ceiling; Installation of wallpaper; Painting; Replacement of carpet
- 4.** Complete and return with tender documentation the Contractor Safety Questionnaire included to this Evaluation Schedule as a returnable, attach all required supporting documents and complete your company three-years synopsis of SHE incidents, description, type and action taken to prevent re-occurrence.

5. Evidence that the Principal Contractor have made adequate provisions for the cost of Health & Safety "Activity Schedule": CR 3(5) (b)(iii) read with CR 5(1)(g)

Please take note of scoring sheet below with individual scores.

The scoring of the Tenderer's Health and safety requirements will be as follows:

10 Points	1	3	2	2	2
	Policy (State points allocated) 1) Commitment to Safety, prevention of pollution, 2) Continual improvement, 3) Compliance to legal requirements, appropriate to the nature of contractor's activities, 4) Hold management accountable for development of the safety systems,	Roles & Responsibilities 1) S16.2 CEO 2) 8.1 Construction Manager - SACPCMP registration as Pr. Construction Manager, 3) 8.5 SACPMP Registered Construction Health and Safety officer, 4) 8.7 Construction Supervisor, 5) 9.1 Risk Assessor, 6) 17.1 SHE Rep as per the Occupational health and safety Act 85 of 1993 and	Overview of the Baseline risk assessment Indicating major activities of the project i.e. installation, commissioning, and handover of the following packages: 1) Site establishment 2) Concrete works. 3) Steel works 4) Mechanical works 5) Electrical works	Safety Documentation Complete and return with tender documentation: 1) Orientation and training program for new hire employees 2) Health and safety officer planned for this project. Attach resume (CV and qualification and proof of registration with SACPCMP as an Officer) 3) Letter of Good Standing - Workers' Compensation account in good standing	Cost Breakdown Sheet. Submission of completed cost breakdown sheet covering health and safety budget allocation.

DESCRIPTION OF TENDER: APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY AND INSTALLATION OF A DIESEL STORAGE TANK FOR THE TUG JETTY IN THE PORT OF DURBAN FOR A PERIOD OF FOUR (4) MONTHS

	5) Include objectives and targets.			4) Health and safety plan 5) Contractors hazard assessment process	
Score 0	The Tenderer has submitted no information to determine a score. A score of 20 will be allocated for an unsigned policy				
Score 20	1 of the 5 key policy components are recognized and meet the <i>Employer's</i> requirement OR the Policy is unsigned or undated	1 of the 6 Roles and responsibilities are in compliance as per the Works Information and meet the Occupational health and safety Act as per construction regulations and TNPA health and safety specification.	1 of the 5 submitted task risk assessment specific to the project and covers all the outline sub-activities, applicable to the task.	1 of the 5 key documents have been submitted by the bidder.	Health and safety Budget submitted is totally insignificant / inadequate to achieve the required standard of service, 0% - 1% of the tender value.
Score 40	2 of the 5 key policy components are recognized and meet the	2 of the 6 Roles and responsibilities are in compliance as per the Works	2 of the 5 submitted task risk assessment specific to the project and covers all the	2 of the 5 key documents have been submitted by the	Health and safety Budget submitted is

DESCRIPTION OF TENDER: APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY AND INSTALLATION OF A DIESEL STORAGE TANK FOR THE TUG JETTY IN THE PORT OF DURBAN FOR A PERIOD OF FOUR (4) MONTHS

	<i>Employer's</i> requirement and it is signed by the Chief Executive Officer.	Information and meet the Occupational health and safety Act as per construction regulations and TNPA health and safety specification.	outline sub-activities, applicable to the task.		insignificant / inadequate / answer / solution to the returnable, Employer's health and safety requirements will not be met, between 1% and 2% of the tender value.
Score 60	3 of the 5 key policy components are recognized and meet the <i>Employer's</i> requirements and it is signed by the Chief Executive Officer.	3 of the 6 Roles and responsibilities are in compliance as per the Works Information and meet the Occupational health and safety Act as per construction regulations and TNPA health and safety specification.	3 of the 5 submitted task risk assessment specific to the project and covers all the outline sub-activities, applicable to the task.	3 of the 5 key documents have been submitted by the bidder	Health and safety Budget submitted is Satisfactory response / answer / solution to the returnable,

					Employer's health and safety requirements will be met, from 2% to 3% of the tender value.
Score 80	4 of the 5 key policy components are recognized and meets the <i>Employer's</i> requirements and it is signed by the Chief Executive Officer.	4 to 5 of the 6 Roles and responsibilities are in compliance as per the Works Information and meet the Occupational health and safety Act as per construction regulations and TNPA health and safety specification.	4 of the 5 submitted task risk assessment specific to the project and covers all the outline sub-activities, applicable to the task.	4 of the 5 key documents have been submitted by the bidder	Health and safety Budget submitted is good response / answer /solution to the returnable, Employer's health and safety requirements will be met, between 3%

DESCRIPTION OF TENDER: APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY AND INSTALLATION OF A DIESEL STORAGE TANK FOR THE TUG JETTY IN THE PORT OF DURBAN FOR A PERIOD OF FOUR (4) MONTHS

					to 4% of the tender value.
Score 100	All 5 key policy components are recognized and meets the <i>Employer's</i> requirements and it is signed by the Chief Executive Officer.	All 6 Roles and responsibilities are in compliance as per the Works Information and meet the Occupational health and safety Act as per construction regulations and TNPA health and safety specification.	all 5 submitted task risk assessments specific to the project and covers all the outline sub-activities, applicable to the task.	All 5 key documents have been submitted by the bidder	Health and safety Budget submitted is very good response / answer / solution to the returnable, Employer's health and safety requirements will be met, above 4% of the tender value.

Contractor Safety Questionnaire (Item 4)

1. Safe Work Performance										
1A	Injury Experience / Historical Performance – Alberta									
	Use the previous three years injury and illness records to complete the following:									
	Year									
	Number of medical treatment cases									
	Number of restricted workday cases									
	Number of lost time injury cases									
	Number of fatal injuries									
	Total recordable frequency									
	Lost time injury frequency									
	Number of worker manhours									
	Action taken to prevent re-occurrence									
	1	Medical Treatment Case	Any occupational injury or illness requiring treatment provided by a physician or treatment provided under the direction of a physician							
	2	Restricted Workday Case	Any occupational injury or illness that prevents a worker from performing any of his/her craft jurisdiction duties							
	3	Lost Time injury Cases	Any occupational injury that prevents the worker from performing any work for at least one day							
	4	Total Recordable Frequency	Total number of Medical Treatment, Restricted Work and Lost Time Injury cases multiplied by 200,000 then divided by total manhours							
5	Lost Time Injury Frequency	Total number of Lost Time Injury cases multiplied by 200,000 then divide by total manhours								
1B	Workers' Compensation Experience									
	Use the previous three years injury and illness records to complete the following (if applicable):									
	Industry Code:			Industry Classification:						
	Year									
	Industry Rate									
	Contractor Rate									
	% Discount or Surcharge									
	Is your Workers' Compensation account in good standing? (Please provide letter of confirmation)						Yes		No	
2. Citations										

2A	Has your company been cited, charged or prosecuted under Health, Safety and/or Environmental Legislation in the last 5 years? If yes, provide details:					Yes		No	
2B	Has your company been cited, charged or prosecuted under the above Legislation in another Country, Region or State? If yes, provide details:					Yes		No	
3. Citations									
	Does your company have a Certificate of Recognition?					Yes		No	
	If yes, what is the	Certificate No:		Issue Date:					
4. Safety Program									
4A	Submit your company written health and safety plan? Submit a copy for review								
4C	Health and safety plan should contain the following elements								
		Yes	No		Yes	No			
	Health and Safety Policy			Competence, Training and Awareness					
	Incident Management, reporting and Investigation			Emergency Preparedness/Response					
	Recordkeeping & Statistics/Manhours Reporting			Hazard Identification and Risk Assessment and Training					
	Reference to Legislation			Permit to Work					
	Site Establishment and Rehabilitation			Safe Work Procedures and Safe operating procedures					
	Roles and Responsibilities			Workplace Inspections					
	Alcohol, Drugs and Other Intoxicating Substances			Occupational Hygiene and Covid19					
	Personal Protective Equipment			Measuring and Monitoring					
	Working at Height			Communication, Participation and Consultation					
	Excavations			Signs and Notices					
4C	Submit your company pocket safety booklet for field distribution?								
5. Training Program									
5A	Attach orientation program for new hire employees? include a course outline. Does it include any of the following:								
		Yes	No		Yes	No			
	General Rules & Regulations			Confined Space Entry					
	Emergency Reporting			Trenching & Excavation					
	Injury Reporting			Signs & Barricades					
	Legislation			Dangerous Holes & Openings					

	Right to Refuse Work			Rigging & Cranes		
	Personal Protective Equipment			Mobile Vehicles		
	Emergency Procedures			Preventative Maintenance		
	Project Safety Committee			Hand & Power Tools		
	Housekeeping			Fire Prevention & Protection		
	Ladders & Scaffolds			Electrical Safety		
	Fall Arrest Standards			Compressed Gas Cylinders		
	Aerial Work Platforms			Weather Extremes		
5B	Submit a program for training newly hired or promoted supervisors? Tenderer must submit an outline for evaluation which include instruction on the following:					
		Yes	No		Yes	No
	Employer Responsibilities			Safety Communication		
	Employee Responsibilities			First Aid/Medical Procedures		
	Due Diligence			New Worker Training		
	Safety Leadership			Environmental Requirements		
	Work Refusals			Hazard Assessment		
	Inspection Processes			Pre-Job Safety Instruction		
	Emergency Procedures			Drug & Alcohol Policy		
	Incident Investigation			Progressive Disciplinary Policy		
	Safe Work Procedures			Safe Work Practices		
	Safety Meetings			Notification Requirements		
	6. Safety Activities					
6A	Do you conduct safety inspections?	Yes	No	Weekly	Monthly	Quarterly
	Describe your safety inspection process (include participation, documentation requirements, follow-up, report distribution)					
	Who follows up on inspection action items?					
6B	Do you hold site safety meetings for field employees? If Yes, how often?	Yes	No	Daily	Weekly	Biweekly
6C	Do you hold site meetings where safety is addressed with management and field supervisors?	Yes	No	Weekly	Biweekly	Monthly
6D	Is pre-job safety instruction provided before to each new task?	Yes		No		
	Is the process documented?	Yes		No		
	Who leads the discussion?					
6E	Do you have a hazard assessment process?	Yes		No		

	Are hazard assessments documented?	Yes		No		
	If yes, how are hazard assessments communicated and implemented on each project?					
	Who is responsible for leading the hazard assessment process?					
6F	Submit your company policies and procedures for environmental protection, spill clean-up, reporting, waste disposal, and recycling as part of the Health & Safety Program?					
6G	How does your company measure its H&S success? Attach separate sheet to explain					
7. Safety Stewardship						
7A	Are incident reports and report summaries sent to the following and how often?	Yes	No	Monthly	Quarterly	Annually
	Project/Site Manager					
	Vice President/Managing Director					
	Safety Director/Manager					
	President/Chief Executive Officer					
7B	How are incident records and summaries kept? How often are they reported internally?	Yes	No	Monthly	Quarterly	Annually
	Incidents totalled for the entire company					
	Incidents totalled by project					
	Subtotalled by superintendent					
	Subtotalled by foreman					
7C	How are the costs of individual incidents kept? How often are they reported internally?	Yes	No	Monthly	Quarterly	Annually
	Costs totalled for the entire company					
	Costs totalled by project					
	Subtotalled by superintendent					
	Subtotalled by foreman/general foreman					
7D	Does your company track non-injury incidents?	Yes	No	Monthly	Quarterly	Annually
	Near Miss					
	Property Damage					
	Fire					
	Security					
	Environmental					
8. Personnel						
List key health and safety officers planned for this project. Attach resume (CV and qualification and proof of registration with SACPCMP).						
Name		Position / Title		Designation		
				Category	SACPCMP Number	
9. References						
List the last three company's your form has worked for that could verify the quality and management commitment to your occupational Health & Safety program						
Name and Company		Address		Telephone Number		

Health and Safety Cost Breakdown

Tenderer (Company)	Responsible Person	Designation	Date
Project/Tender Title	Project/Tender No.	Project Location / Description	

#	Cost element	Unit Cost (R)	# of Units	Total Cost (R)
1.	Human Resources			
2.	Systems Documentation			
3.	Meetings & Administration			
4.	H&S Training			
5.	PPE & Safety Equipment			
6.	Signage & Barricading			
7.	Workplace Facilities			
8.	Emergency & Rescue Measures			
9.	Hygiene Surveys & Monitoring			
10.	Medical Surveillance			
11.	Safe Transport of Workers			
12.	HazMat Management (e.g. asbestos /silica)			
13.	Substance Abuse Testing (3 kits @R500 pm)			
14.	H&S Reward & Recognition			

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

Note: Tenderer to ensure cost is part of the main Price Bill

T2.2-07: Evaluation Schedule: Environmental Management

The Tenderer must review the following documents in preparation to meeting the environmental requirements, namely:

- a) Transnet Integrated Management System (TIMS) Policy Commitment Statement.
- b) Minimum Environmental Standards for Construction: 009-TCC-CLO-SUS-GDL-11385.26
- c) Standard Operating Procedure Construction Environmental Management: 009-TCC-CLO-SUS-11386
 - Project Environmental Specification (PES) extends to the TNPA minimum standards found in the following documents;
 - TNPA list of approved waste services Contractors
 - TNPA Asbestos Management Plan
 - PES also includes eThekweni bylaws such as:
 - Schedule Trades and Occupations Bylaws
 - Interim Code relating to fire prevention and flammable liquids and substancesThe tenderer must provide an Environmental **Policy** signed by 16.2 CEO or 8.1 Construction manager based on International Organization for Standardization (ISO) that displays all key components of Top management's commitments namely:
 - Regulatory compliance and other requirements
 - Commitment to the protection of the environment including pollution prevention
 - Commitment to continual improvement of the EMS
 - Address the sustainable use of resources/ resource conservation; and
 - Is communicated to all employees working for or on behalf of the Contractor

An unsigned or undated Policy will be allocated a score of 20

- d) The tenderer must provide a project specific Environmental Management Plan. This plan must be clear on the following:
 - a. A description of the environmental impacts that need to be avoided, managed and mitigated, a description of how those impacts will be avoided, managed and mitigated (impact management actions).
 - b. The method and frequency of monitoring the implementation of the impact management actions.
 - c. A description of how the environmental incidents will be managed on site.
 - d. An indication of the roles and responsibilities in the implementation of the impact management actions.

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- e. Records to be kept.
 - f. How non-conformance/non-compliance will be dealt with.

Attached submissions to this schedule:

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The 5 key policy components should be listed first and then use the measurements below.

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

	Environmental Management Plan	Environmental Policy
Points 10	8	2
Score 0	The Tenderer has submitted no information to determine a score.	The Tenderer has submitted no information to determine a score.
Score 20	EMP only responds to 1-2 of the items listed under 2 above.	Policy addresses 1 of the required elements listed under 1 above OR the Policy is unsigned nor undated.
Score 40	EMP only responds to 3 of the items listed under 2 above.	Policy addresses 2 of the required elements listed under 1 above.
Score 60	EMP only responds to 4 of the items listed under 2 above.	Policy addresses 3 of the required elements listed under 1 above and is possibly able to meet the Employer's requirements.
Score 80	EMP only responds to 5 of the items listed under 2 above.	Policy addresses 4 of the required elements listed under 1 above and is likely to ensure compliance with the stated Employer's requirements.
Score 100	EMP responds to all the items listed under 2 above.	Policy addresses 5 of the required elements listed under 1 above and is likely to ensure compliance with the stated Employer's requirements.

T2.2-08: Evaluation Schedule - Previous Experience (30 Points)

Note to Tenderers:

Previous Experience – Relevant Works (30 points)

Bidder to submit traceable references with experience in the installation of **Storage tanks, piping** and pumps in relation to the scope of work in the last 10 years (Project must have been completed in December 2015 onwards), and to this end shall supply a sufficiently detailed **reference letter** with contact details of **existing customers**, and indicate their **previous experience OR completion certificates**. The two following documents are required to verify the past experience of the bidder;

1. **The reference letter** must be on the letterhead of the company for which the work was completed. The letter should include:
 - Project description
 - Client company name
 - Client contact details (email and telephone)
 - Project duration:
 - Confirmation that the work was completed to a good standard
 - Client or Client Representative Signature
2. **Completion certificates.** – signed by client or client representative

Please provide your previous experience, showing the mechanical engineering projects with the following scope items:

- Storage Tank installation - (15 Points)
- Pipework and pumps installation - (10 Points)
- Electrical Supply installation - (5 Points)

Note: A project **will not** be considered unless the bidder submits a specific reference letter or a completion certificate.

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

Project Name	Client and contact details	Project Description (project scope)	Year of project completion	Project Value

Index of documentation attached to this schedule:

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	Storage Tank - (15 Points) The tenderer has submitted traceable reference letters signed by the client or certificates of completion for the storage tank installation	Pipework and pumps installation (10 Points) The tenderer has submitted traceable reference letters signed by the client or certificates of completion for the pipework and pumps installation scope.	Electrical Supply installation (5 Points) The tenderer has submitted traceable reference letters signed by the client or certificates of completion for the electrical supply installation scope.
Points	15	10	5
Score 0	The tenderer has submitted no information, or the tenderer has submitted a list of projects with no traceable references / no certificates of completion Note: A project will not be considered unless the bidder submits a specific reference letter / a completion certificate.		
Score 20	The tenderer has submitted one (1) traceable reference letter or completion certificates.	The tenderer has submitted one (1) traceable reference letter or completion certificates.	The tenderer has submitted one (1) traceable reference letter or completion certificates.
Score 40	The tenderer has submitted two (2) traceable reference letters or completion certificates.	The tenderer has submitted two (2) traceable reference letters or completion certificates.	The tenderer has submitted two (2) traceable reference letters or completion certificates.

Score 60	The tenderer has submitted three (3) traceable reference letters or completion certificates.	The tenderer has submitted three (3) traceable reference letters or completion certificates.	The tenderer has submitted three (3) traceable reference letters or completion certificates.
Score 80	The tenderer has submitted four (4) traceable reference letters or completion certificates.	The tenderer has submitted four (4) traceable reference letters or completion certificates.	The tenderer has submitted four (4) traceable reference letters or completion certificates.
Score 100	The tenderer has submitted five (5) or more traceable reference letters or completion certificates.	The tenderer has submitted five (5) or more traceable reference letters or completion certificates.	The tenderer has submitted five (5) or more traceable reference letters or completion certificates.

Tenders to note:**• Verification of References**

"Transnet reserves the right to verify the references submitted by the bidder(s) to confirm the validity and authenticity of the experience claimed. Where a referenced organisation cannot be contacted using the details provided, Transnet will make at least three (3) documented attempts. Should these attempts be unsuccessful, Transnet will notify the bidder and allow a period of forty-eight (48) hours for the bidder to facilitate contact with the relevant referee. Transnet may also undertake reasonable due diligence measures to verify the credibility of the referee. If the experience cannot be verified to the satisfaction of Transnet, the points awarded for the relevant evaluation criterion may be withdrawn, which may result in a revision of the bidder's overall ranking."

• Misrepresentation and Fraud

"Where any information submitted (including, but not limited to, reference letters) is found to be false, misleading, and/or fraudulent, Transnet reserves the right to take appropriate action, including the application of sanctions as provided for in clauses 5.1 and 5.2 of the Service Provider Integrity Pact."

T2.2-09: Evaluation Schedule: Method Statement

Note to tenderers:

Tenderer to submit a methodology which responds to the scope of work, sequencing and outlines proposed methodology of undertaking the works. This should clearly demonstrate an understanding of the total project objectives and scope.

The methodology should include the following as the minimum of the critical elements in terms of the scope of work:

1. Sequencing
2. Site Investigations
3. Designs
4. Site Establishment
5. Traffic Management
6. Temporary Works
7. Civil works
8. Mechanical works
9. Electrical works
10. Security Works
11. Testing and commissioning, and handover
12. Quality Assurance / Quality Control (QA/QC) Plan
13. Quality Assurance / Quality Control (QA/QC) - Inspection plan for key works.
14. Quality Assurance / Quality Control (QA/QC) - Process for verifying compliance with SABS/IEC or equivalent standards
15. Quality Assurance / Quality Control (QA/QC) - Material/equipment certification process.
16. Quality Assurance / Quality Control (QA/QC) - Rectification procedure for non-conformances.

Please note: Tenderers are required to provide a detailed approach methodology for the items as listed above. Each will be scored based on the linear scale below and will be averaged and weighted to provide a final score.

The table below will be used as guidelines for scoring / evaluating the method statement submitted by the Tenderer:

Points 20	Method Statement
Score 0	The bidder has submitted no information to determine the score
Score 20	The Tender's methodology submitted addresses ≤ 6 critical elements in terms of the scope of work.
Score 40	The Tender's methodology submitted addresses ($\geq 7 - \leq 8$) critical elements in terms of the scope of work.
Score 60	The Tender's methodology submitted addresses ($\geq 9 - \leq 11$) critical elements in terms of the scope of work.
Score 80	The Tender's methodology submitted addresses ($\geq 12 - \leq 15$) critical elements in terms of the scope of work.
Score 100	The Tender's methodology submitted addresses all 16 of the critical elements

General Returnable Schedules

T2.2-10: Authority to submit a Tender.

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

A - COMPANY	B - PARTNERSHIP	C - JOINT VENTURE	D - SOLE PROPRIETOR

A. Certificate for Company

I, _____, chairperson of the board of directors 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

T2.2-11: 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.

T2.2-12 Letter/s of Good Standing with the Workmen's Compensation Fund

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

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

Name of Company/Members of Joint Venture:

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

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

[illegible]

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

T2.2-15: SPECIFICATIONS

Note: In all cases check against online version for the latest revision prior to use

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SPECIFICATIONS

Note: In all cases check against online version for the latest revision prior to use

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SPECIFICATIONS

Note: In all cases check against online version for the latest revision prior to use

1. SCOPE

- 1.1 This specification covers the *Employer's* requirements for a bulk refuelling system for diesel Tugs.
- 1.2 The bulk refuelling system shall be supplied complete in all respects, including standard equipment normally supplied by the manufacturer.
- 1.3 The bulk refuelling plant shall comply with the following governing codes, standards, specifications and statutory requirements:
 - American Petroleum Industries (API) Standards
 - SANS 62-1 Steel pipes part 1: Pipes suitable for threading and nominal size not exceeding 150mm.
 - SANS 62-2 Steel pipes part 1: Screwed pieces and pipe fittings of nominal size not exceeding 150mm.
 - SANS 10142 for electrical installations
 - SANS 10089-1: The petroleum industry Part 1: Storage and distribution of petroleum products in above ground bulk installations
 - SANS 10089-2: The petroleum industry Part 2: Electrical and other installations in the distribution and marketing sector
 - SANS 10108: The classification of hazardous locations and the selection of apparatus for use in such locations.
 - SANS 10131: Above ground storage tanks for petroleum products
 - ISO 9001:2008: Quality management systems – Requirements
 - OHSAS 18000: Occupational Health & Safety Management Systems
 - ISO 14000: Environmental Management
 - OHSAct 85 of 1993
 - National Environmental Management Act 107 of 1998
 - SANS 1151 Portable rechargeable fire extinguishers
 - SANS 1567 Portable rechargeable fire extinguishers- CO2 type extinguishers
 - SANS 10140-3:2003 Identification colour markings: Part 3: Contents of pipelines

2. OPERATIONAL REQUIREMENTS.

- 2.1 A bulk refuelling system comprising of the following main components shall be supplied, installed and commissioned according to the Works Information:
 - Above ground storage tank
 - Decanting unit

SPECIFICATIONS

Note: In all cases check against online version for the latest revision prior to use

- Tug refueling station
 - Interconnecting pipes and fittings
- 2.2 The bulk refuelling system will be utilised for replenishing fuel of diesel Tugs at a Tug depot.
- 2.3 The refuelling nozzle will connect to a Tug diesel tank inlet. The height of the inlet is approximately 600mm above ground level.
- 2.4 The fuel tank, flow line and fuel pump has been designed and the material selected are suitable for diesel fuel with high sulphur content, up to 500ppm, and it should give a long service life under these conditions.

3. QUALITY

- 3.1 The bulk refuelling system shall be manufactured in general accordance with ISO 9000 Series quality codes.

4. ABOVE GROUND STORAGE TANK

A self-bunded tank comprising the following shall be supplied:

- Inner tank
- Bund tank
- Fuel pump
- Electric motor
- Filter arrangement
- Fuel flow meter
- Electrical control panel
- Accessories.

SPECIFICATIONS

Note: In all cases check against online version for the latest revision prior to use

4.1 BULK FUEL STORAGE TANK

- | | | |
|-------|--|------------------------|
| 4.1.1 | The make and model of bulk fuel tank offered shall be stated. | _____ |
| 4.1.2 | The safe fill level of the tank shall not be less than 70000 L. | Comply / Do not comply |
| 4.1.3 | The mass of the empty tank shall be not more than 16000 kg. | Comply / Do not comply |
| 4.1.4 | The tank shall be fitted with an over fill alarm warning system. | Comply / Do not comply |
| 4.1.5 | The tank shall be fitted with a mechanical over fill shut off valve on the filling line. | Comply / Do not comply |

4.2 INNER TANK

- | | | |
|-------|---|------------------------|
| 4.2.1 | The capacity of the tank shall conform to the requirements as detailed in the Works Information | |
| 4.2.2 | The tank must be self-supporting. Full details must be supplied. | _____ |
| 4.2.3 | The internal diameter/size of the tank shall be stated. | _____ mm |
| 4.2.4 | The tan-to-tan length of the tank shall be stated | _____ mm |
| 4.2.5 | The shell thickness of the tank shall be not less than 6 mm | _____ mm |
| 4.2.6 | The material used for the fabrication of the tank shall be high grade S 355 JR steel. | Comply / Do not comply |
| 4.2.7 | The tank must be designed for a maximum allowable working pressure of 38kPa | Comply / Do not comply |
| 4.2.8 | A ladder shall be built into the tank for safe entering during inspections/cleaning | Comply / Do not comply |

Note: In all cases check against online version for the latest revision prior to use

4.3 BUND TANK

4.3.1	The inner tank shall be housed in a bund tank of which the design must conform to ISO container standards	Comply / Do not comply
4.3.2	The bund tank must be 110% of the capacity of the inner tank	Comply / Do not comply
4.3.3	Details of material used for constructing the bund tank shall be stated	_____
4.3.4	Drain valves, strategically positioned, shall be fitted to the bund tank	Comply / Do not comply
4.3.5	The tank must be mounted on steel supports which will be bolted to the concrete slab. The height from the ground to the bottom of the tank must not be less than 250mm	Comply / Do not comply
4.3.6	Access ladders/steps and safety handrails must be provided where necessary for operation and maintenance of the system	Comply / Do not comply
4.3.7	All surfaces where operating or maintenance personnel shall tread must be laid out with non-slip material	Comply / Do not comply
4.3.8	A 600 mm manhole of a type approved for the fuel industry shall be fitted to the tank	Comply / Do not comply
4.3.9	The make and model of manhole which is offered to be stated	_____

4.4 FUEL LEVEL GAUGE

4.4.1	An anodised aluminium dip stick with level indicators at calibrated intervals must be fitted to the tank	Comply / Do not comply
4.4.2	The gauge must indicate the fuel level in increments of 1 000 litres	Comply / Do not comply

4.5 LADDER and PLATFORM

4.5.1	Platform shall allow for ladder connection to either side of the tank providing flexibility for operation.	Comply / Do not comply
4.5.2	Integrated Ladder / Platform to be designed to AS1657	Comply / Do not comply
4.5.3	Paint Colour RAL9003 Signal White. Primer Hempadur 1530, 2nd Coat Hempadur Hi-Build 4520 and Final Coat Hemptthane Enamel 55100 Finished dry film thickness no less than 180 um.	Comply / Do not comply

Note: In all cases check against online version for the latest revision prior to use

4.6 DISPENSING FUEL PUMP

- | | | |
|--------|---|------------------------|
| 4.6.1 | A sliding vane/centrifugal pump capable of delivering fuel at 450 L/min, 3 bar. | Comply / Do not comply |
| 4.6.2 | The type of pump fitted shall be stated | _____ |
| 4.6.3 | The make and model of pump fitted shall be stated | _____ |
| 4.6.4 | The maximum operating capacity of the pump shall be stated | _____ l/min |
| 4.6.5 | The maximum differential pressure of the pump shall be stated | _____ bar |
| 4.6.6 | The maximum working pressure of the pump shall be stated | _____ bar |
| 4.6.7 | The maximum speed of the pump shall be stated | _____ rpm |
| 4.6.8 | The operating speed of the pump shall be stated | _____ rpm |
| 4.6.9 | The capacity at operating speed of the pump shall be stated | _____ l/min |
| 4.6.10 | The differential pressure of the pump at operating speed shall be stated | _____ bar |
| 4.6.11 | The pump casing material shall be stated | _____ |
| 4.6.12 | Impeller material shall be stated | _____ |

4.7 ELECTRIC MOTOR

- | | | |
|-------|--|------------------------|
| 4.7.1 | The make and model of the electric motor offered shall be stated | |
| 4.7.2 | The kW rating of the motor shall be stated | _____ kW |
| 4.7.3 | The motor shall be rated for Zone 1 applications | Comply / Do not comply |
| 4.7.4 | Main incoming switch disconnectors | |
| | • Make and model offered | _____ |
| | • Maximum continuous rating in amperes | _____ |
| 4.7.5 | Starter for the motor | |
| | • Type of starter fitted | _____ |
| | • Make and model offered | _____ |
| | • Max. continuous rating in ampere | _____ |
| 4.7.6 | The starter must be fitted with | |
| | • Single phasing protection | Comply / Do not comply |
| | • Under voltage protection | Comply / Do not comply |
| 4.7.7 | The motor shall be fitted with spark proof | Comply / Do not comply |

Note: In all cases check against online version for the latest revision prior to use

4.8 FILTRATION SYSTEM

4.8.1	Dual pre-filters shall be installed between the pump and the fuel flow meter	Comply / Do not comply
4.8.2	The make and model of the filters which will be installed shall be stated	_____
4.8.3	The following information of the filter shall be stated	
	• Filter bag size	_____
	• Number of bags	_____
	• Filter area	_____
	• Maximum flow	_____
	• Maximum operating pressure	_____
	• Maximum operating temperature	_____
	• Code stamp	_____

5. DECANTING SYSTEM

A decanting system comprising the following shall be supplied:

- Fuel pump
- Electric motor
- Filters
- Fuel flow meter
- Flexible decanting hose and fittings
- Electrical control panel
- Accessories

Note: In all cases check against online version for the latest revision prior to use

5.1 DECANTING FUEL PUMP

- | | | |
|--------|---|------------------------|
| 5.1.1 | A sliding vane/centrifugal pump capable of delivering fuel at 450 L/min, 3 bar. | Comply / Do not comply |
| 5.1.2 | The type of pump fitted shall be stated | _____ |
| 5.1.3 | The make and model of pump fitted shall be stated | _____ |
| 5.1.4 | The maximum operating capacity of the pump shall be stated | _____ l/min |
| 5.1.5 | The maximum differential pressure of the pump shall be stated | _____ bar |
| 5.1.6 | The maximum working pressure of the pump shall be stated | _____ bar |
| 5.1.7 | The maximum speed of the pump shall be stated | _____ rpm |
| 5.1.8 | The operating speed of the pump shall be stated | _____ rpm |
| 5.1.9 | The capacity at operating speed of the pump shall be stated | _____ l/min |
| 5.1.10 | The differential pressure of the pump at operating speed shall be stated | _____ bar |
| 5.1.11 | The pump shall be fitted with a manually adjustable internal bypass valve | Comply / Do not comply |
| 5.1.12 | The bypass valve shall be easily accessible | Comply / Do not comply |

5.2 ELECTRIC MOTOR

- | | | |
|-------|--|------------------------|
| 5.2.1 | The make and model of the electric motor offered shall be stated | |
| 5.2.2 | The kW rating of the motor shall be stated | _____ kW |
| 5.2.3 | The motor shall be rated for Zone 1 applications | Comply / Do not comply |
| 5.2.4 | Main incoming switch disconnectors | |
| | • Make and model offered | _____ |
| | • Maximum continuous rating in amperes | _____ |
| 5.2.5 | Starter for the motor | |
| | • Type of starter fitted | _____ |
| | • Make and model offered | _____ |
| | • Max. continuous rating in ampere | _____ |
| 5.2.6 | The starter must be fitted with | |
| | • Single phasing protection | Comply / Do not comply |
| | • Under voltage protection | Comply / Do not comply |

Note: In all cases check against online version for the latest revision prior to use

5.3 FILTRATION SYSTEM

- | | | |
|-------|--|------------------------|
| 5.3.1 | Dual pre-filters shall be installed between the pump and the fuel flow meter | Comply / Do not comply |
| 5.3.2 | The make and model of the filters which will be installed shall be stated | _____ |
| 5.3.3 | The following information of the filter shall be stated | |
| | • Filter bag size | _____ |
| | • Number of bags | _____ |
| | • Filter area | _____ |
| | • Maximum flow | _____ |
| | • Maximum operating pressure | _____ |
| | • Maximum operating temperature | _____ |
| | • Code stamp | _____ |

5.4 FUEL FLOW METER

- | | | |
|-------|---|------------------------|
| 5.4.1 | An asizeable flow meter shall be installed | |
| 5.4.2 | The make and model of flow meter offered shall be stated | |
| 5.4.3 | The flow meter shall consist of | |
| | • Strainer | Comply / Do not comply |
| | • Air eliminator | Comply / Do not comply |
| | • Meter register | Comply / Do not comply |
| | • Counter, which must be resettable, calibrated in liters with build in totaliser | Comply / Do not comply |
| | • Preset valve | Comply / Do not comply |
| 5.4.4 | The flow meter shall be mounted on its own mounting brackets | Comply / Do not comply |
| 5.4.5 | All the modules shall be accessible for maintenance purposes | Comply / Do not comply |
| 5.4.6 | Isolating valves shall be fitted before and after the flow meter | Comply / Do not comply |

5.5 FLEXIBLE DECANTING HOSE AND FITTINGS

- | | | |
|-------|---|------------------------|
| 5.5.1 | A flexible stainless steel braided hose shall be supplied for decanting from the fuel supplier's tank | Comply / Do not comply |
| | • Details of the pipe which will be installed shall be furnished | _____ |
| 5.5.2 | The both ends of the hose shall be fitted with an API 100 female dry break coupler. | Comply / Do not comply |

Note: In all cases check against online version for the latest revision prior to use

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|-------|--|------------------------|
| | <ul style="list-style-type: none">• Details of the API coupler which will be installed must be furnished | _____ |
| 5.5.3 | Provision must be made on the base for the safe storage of the hose and coupler when it is not in use. | Comply / Do not comply |

6. TUG REFUELING STATION

A Tug refueling station comprising the following components shall be supplied:

- Refueling equipment support structure
- Fuel flow meter
- Automatic rewind hose reel
- Refuel nozzle
- Pump start/stop control panel
- Emergency stop buttons

Note: In all cases check against online version for the latest revision prior to use

6.1 REFUELING EQUIPMENT SUPPORT STRUCTURE

- | | | |
|-------|--|------------------------|
| 6.1.1 | A fabricated steel structure to support the equipment required at the refuel station shall be designed and supplied by Contractor. | Comply / Do not comply |
| 6.1.2 | The structure will be bolted to the trolley. | Noted / agreed |
| 6.1.3 | An emergency shut-off valve, which must be easily accessible, shall be fitted on the supply pipe, before the fuel flow meter. | Comply / Do not comply |

6.2 FUEL FLOW METER

- | | | |
|-------|---|------------------------|
| 6.2.1 | A non-assized fuel flow meter shall be supplied and fitted on the refuelling station. | Comply / Do not comply |
| 6.2.2 | The make and model of flow meter offered shall be stated. | _____ |
| 6.2.3 | The flow meter shall consist of: | |
| | • Strainer | Comply / Do not comply |
| | • Air eliminator | Comply / Do not comply |
| | • Meter register | Comply / Do not comply |
| | • Counter, which must be resettable, calibrated in liters with build in totaliser | Comply / Do not comply |
| | • Preset valve | Comply / Do not comply |
| 6.2.4 | The flow meter shall be mounted on its own mounting brackets | Comply / Do not comply |
| 6.2.5 | All the modules shall be accessible for maintenance purposes | Comply / Do not comply |
| 6.2.6 | Isolating valves shall be fitted before and after the flow meter | Comply / Do not comply |

6.3 HOSE REEL

- | | | |
|-------|--|------------------------|
| 6.3.1 | A hose reel, fitted with 15 meter long 1,5 inch rubber hose shall be supplied. | Comply / Do not comply |
| 6.3.2 | The hose reel shall be fitted with an automatic rewind mechanism. | Comply / Do not comply |
| 6.3.3 | The following details of the hose reel which will be supplied, shall be furnished: | |
| | • The make and model of the hose reel | _____ |
| | • The inlet port size | _____ mm (inches) |
| | • The outlet port size | _____ mm (inches) |
| | • The maximum operating pressure | _____ bar |
| | • The maximum vacuum | _____ in.Hg |

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• Details of bearing fitted	_____
6.3.4 The following dimensions of the hose reel shall be furnished:	
• Depth	_____ mm
• Height	_____ mm
• Width	_____ mm
6.3.5 The mass of the hose reel shall be stated:	_____ kg
6.3.6 Details of the automatic hose rewind mechanism shall be furnished.	_____
6.4 FUEL NOZZLE	
6.4.1 The supply end of the hose shall be fitted with a nozzle suitable for dry-break, non-pressurised refueling system complete with dust cap. The nozzle shall be compatible with the receiver fitted on the diesel Tug tanks.	Comply / Do not comply
6.4.2 The make and model of fuel nozzle which will be supplied shall be stated.	_____
6.4.3 Full details and literature of the nozzle offered shall be supplied.	Comply / Do not comply
6.4.4 A suitable bracket for storing the nozzle shall be supplied and fitted. The bracket must be designed such that it will not damage the nozzle, will not put any strain on the refueling hose and will allow the operator to store and retrieve the nozzle without effort.	Comply / Do not comply
6.5 PUMP START/STOP CONTROL PANEL	
6.5.1 The refueling station shall be equipped with a control panel from which the pump can be remotely started and stopped.	Comply / Do not comply
6.6 EMERGENCY STOP BUTTONS	
6.6.1 The refueling station shall be equipped with an emergency stop button which shall be positioned such that it can easily be activated in case of an emergency.	Comply / Do not comply
7. FUEL PIPE RETICULATION	
7.1 The fuel pipe reticulation shall be installed such as to minimise flow restrictions as far as possible.	Comply / Do not comply
7.2 The piping, fittings, bolts, nuts and washers shall be made of 304 stainless steels.	Comply / Do not comply

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|-----|---|------------------------|
| 7.3 | Piping joints shall be welded and pressure tested for leaks before assembly. | Comply / Do not comply |
| 7.4 | Where it will be impractical to use welded joints in piping, the pipes must be connected by flanged couplings. | Comply / Do not comply |
| 7.5 | Screwed piping sections shall be avoided as far as possible and will only be allowed if no other fixing method is viable. | Comply / Do not comply |
| 7.6 | Stainless steel piping shall be painted in accordance with H500200-0-000-G-SP-0001 (Corrosion Protection.). | Comply / Do not comply |
| 7.7 | Piping must be supported wherever required using 304 stainless steel (S/S) 'U' clamps, hot dip galvanised (HDG) 50x50x5 angle iron, HDG 6 mm plate and rubber pads. | Comply / Do not comply |

8. ELECTRICAL SYSTEM

- | | | |
|-----|--|------------------------|
| 8.1 | The electrical power supply to the refuelling system will be 400V, 3 phase, 4 wire, 50 Hz, solidly earthed neutral, with a fault level of 15 kA. | Noted / Agreed |
| 8.2 | The supply voltage may vary within the range of 90% to 110% of the nominal and all equipment shall be suitable for continuous operation within this range. | Noted / Agreed |
| 8.3 | All electrical equipment shall be housed in totally enclosed metal cubicles with lock-up hinged doors or removable covers. | Comply / Do not comply |
| 8.4 | All electrical enclosures shall have a degree of protection of IP65. | Comply / Do not comply |
| 8.5 | Cable entries shall be by means of mechanical cone grip type cable glands. | Comply / Do not comply |

9. SPILL KIT

A spill kit suitable to clean up a spill of approximately 60 liters shall be supplied.

- | | | |
|-------|---|------------------------|
| 9.1 | The kit shall comprise at least of the following: | |
| 9.1.1 | 30 liters Biozorb peat fibre. | Comply / Do not comply |
| 9.1.2 | 2m Boizorb boom. | Comply / Do not comply |
| 9.1.3 | Biozorb cushion. | Comply / Do not comply |
| 9.1.4 | 15 off 200gram oil absorbent pads. | Comply / Do not comply |
| 9.1.5 | One pair gloves and mask. | Comply / Do not comply |
| 9.1.6 | One pair anti-mist goggles. | Comply / Do not comply |
| 9.1.7 | Three heavy duty disposal bags and ties. | Comply / Do not comply |
| 9.1.8 | One each spark proof broom and shovel | Comply / Do not comply |

Note: In all cases check against online version for the latest revision prior to use

10. CORROSION PROTECTION AND PAINTING

10.1 The refuelling plant and all its components shall be suitable for application and endurance in the environmental conditions specified in the Works Information.	Comply / Do not comply
10.2 The fabricated steel work for the plant shall be painted in accordance with the Specification H500200-0-000- G-SP-0001 (Corrosion Protection.)	Comply / Do not comply
10.3 The manufacturer's standard painting procedure can be used if it is equivalent or better than that called for in Specification H500200-0-000-G-SP-0001 (Corrosion Protection)	Comply / Do not comply
10.4 Full details of the manufacturer's specification and procedures shall be supplied.	_____
10.5 The colour scheme of the re-fuelling plant shall be as follows:	
10.5.1 The tank: Traffic white (RAL 9016)	Comply / Do not comply
10.5.2 Refueling stations: Traffic red (RAL 3020)	Comply / Do not comply
10.6 Underground Piping: Corrosion protection in the form of plastic wrapping of the steel pipelines shall be performed in accordance with SANS 10129 (Latest edition) "Plastic Tape Wrapping of Steel Pipelines"	Comply / Do not comply
10.7 Corrosion protection wrapping shall not be applied when a strong wind is blowing or when it is raining or is threatening to rain or the relative humidity is above 90%.	Comply / Do not comply
10.8 Aboveground Piping: External coatings	
10.8.1 1st layer – Epoxy powder spray-applied with electrostatic guns in typical thickness of 80 – 250 µm.	Comply / Do not comply
10.8.2 2nd layer – Copolymer bonding layer extruded in typical thickness of 250 µm	Comply / Do not comply
10.8.3 3rd layer – Outer polyethylene layer extruded in typical thickness of 1.2 – 3.5 mm, service temperature up to 80 °C	Comply / Do not comply
10.9 All joints must be thoroughly sealed with an approved sealer to prevent rusting between mating surfaces.	Comply / Do not comply
10.10 Drain holes must be provided in areas where water can accumulate.	Comply / Do not comply
10.11 All paintwork must carry a minimum five year warranty against corrosion.	Comply / Do not comply
10.12 All aluminium components shall be suitably protected with an approved corrosion inhibitor.	Comply / Do not comply
10.13 All fasteners used in the construction of the refuelling plant shall be stainless steel.	Comply / Do not comply

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10.14 All electronic, electrical and hydraulic components shall be suitable and treated for use in tropical climate where rapid changes in weather conditions produce severe moisture condensation problems. The components shall be capable of withstanding the highly corrosive effects of the moist, saline atmosphere typical of an industrial and/or coastal environment. All electrical components not installed in controlled environments must have a minimum enclosure protection of IP65.	Comply / Do not comply
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11. SIGNAGE AND MARKINGS

11.1 Data plates shall be fitted to all safety critical components.	Comply / Do not comply
11.2 Warning signs shall be provided at all locations on the plant which impose a danger for personnel.	Comply / Do not comply
11.3 Information signs in specific locations to assist the operating and maintenance staff with the operation / maintenance of the plant shall be supplied.	Comply / Do not comply
11.4 Product recognition labels shall be fitted to the plant in strategic positions.	Comply / Do not comply
11.5 Provision must be made for the application of the <i>Employer's</i> logos and other information normally displayed on this type of equipment.	Comply / Do not comply

11.6 EMPLOYER'S LOGO

11.6.1 An electronic file will be made available to the <i>Contractor</i> for the construction of the logo.	Noted / Agreed
11.6.2 The logo shall be applied on a flat back plate of non- corrosive metal in a frame of the same material.	Comply / Do not comply
11.6.3 The colour of the background and frame shall be RAL 3020 (Traffic red).	Comply / Do not comply
11.6.4 The colour of the logo and lettering shall be RAL 9016 (Traffic white)	Comply / Do not comply
11.6.5 The logo shall be fixed to the container wall with suitably sized stainless steel fasteners.	Comply / Do not comply

Note: In all cases check against online version for the latest revision prior to use

12. TRAINING

- | | |
|---|------------------------|
| 12.1 Operator and maintenance staff must be trained in the operation and the maintenance of the refuelling plant. | Agree / Do not agree |
| 12.2 Training must commence once the plant has been tested and accepted. | Agree / Do not agree |
| 12.3 A name list of the personnel which must receive training will be provided by the <i>Employer</i> 5 days before training commences. | Agree / Do not agree |
|
12.4 OPERATORS | |
| 12.4.1 The maximum number of operators which can be trained per session must be stated. | _____ |
| 12.4.2 The minimum qualifications of trainees must be stated. | _____ |
| 12.4.3 The duration of theoretical training must be stated. | _____ |
| 12.4.4 The duration of practical training must be stated. | _____ |
|
12.5 MAINTENANCE PERSONNEL | |
| 12.5.1 The maximum number of maintenance personnel which can be trained per session must be stated. | _____ |
| 12.5.2 The minimum qualifications of trainees must be stated. | _____ |
| 12.5.3 The duration of theoretical training must be stated. | _____ |
| 12.5.4 The duration of practical training must be stated. | _____ |
|
12.6 The facilities required for theoretical training must be stated. | _____ |
| 12.7 The facilities required for practical training must be stated. | _____ |
| 12.8 Where possible, training facilities can be made available by the <i>Employer</i> . | Agree / Do not agree |
| 12.9 One complete set of the theoretical training material which will be used must be submitted at least two weeks before training. | Comply / Do not comply |
| 12.10A description on the practical training which will be done must be submitted at least two weeks before training starts. | Comply / Do not comply |
| 12.11An agenda, detailing the training program, must be submitted at least two weeks before training starts. | Comply / Do not comply |
| 12.12If any lecture documentation is handed to the trainees, the documents must be listed on a transmittal note. A separate document must be supplied for each trainee. The trainee must sign for the documents received. | Comply / Do not comply |

Note: In all cases check against online version for the latest revision prior to use

- | | |
|--|------------------------|
| 12.13 The attendance register and transmittal notes must be forwarded to the <i>Employer</i> after completion of the training. | Comply / Do not comply |
| 12.14 All certificates issued must be forwarded to the <i>Employer</i> . | Comply / Do not comply |

13. LUBRICATION

- | | |
|--|------------------------|
| 13.1 A list of all recommended lubricants and oils and the associated application shall be furnished by the <i>Contractor</i> before the plant is commissioned. (IN DATA BOOK) | Comply / Do not comply |
| 13.2 The plant must be equipped with a manual greasing system. | Comply / Do not comply |
| 13.3 Grease points must be clearly marked by means of a red circle on graphite grey and a white circle on traffic red, of approximately 2,5 cm in diameter. | Comply / Do not comply |

14. TOOLS

- | | |
|--|------------------------|
| 14.1 A list giving a breakdown of the tools which will be supplied as standard with the plant shall be submitted separately with the tender. | Comply / Do not comply |
| 14.2 Any special tools, if required, shall be listed separately in the pricing schedule and the supply thereof included in the price. | Agree / Do not agree |

15. SPARES

- 15.1 Any spares recommended as being necessary to cover the first year's operation shall be detailed and quoted for separately in the price schedule under the heading "Recommended Spares".
- 15.2 All components shall be selected such that local agents are available and the spares are freely available in South Africa.
- 15.3 The name and address of the company who will be responsible for carrying spares and the repair of defects during the warranty period shall be stated

16. DATA BOOK

- | | |
|---|------------------------|
| 16.1 A complete Data Book shall be supplied with the plant. | Comply / Do not comply |
| 16.2 Documents to be included in the Data Book shall at least comprise off the following: | |
| <ul style="list-style-type: none"> Tank design calculations: | Agree / Do not agree |

Note: In all cases check against online version for the latest revision prior to use

- | | |
|--|----------------------|
| • Welding procedure specifications | Agree / Do not agree |
| • Radio graphic test report | Agree / Do not agree |
| • Dye penetration test certificate | Agree / Do not agree |
| • Signed off quality control check lists | Agree / Do not agree |
| • Material certificates. | Agree / Do not agree |
| • Recommended lubricant list | Agree / Do not agree |
| • Equipment warranty certificates | Agree / Do not agree |
| • Paint warranty certificate | Agree / Do not agree |

17. LITERATURE

The following literature must be supplied within 4 weeks after handover of the plant.

- | | |
|--|------------------------|
| 17.1 An as-built layout drawing which will identify all the major components on the refueling plant supplied, both in hard copy and electronic format, must be supplied. | Comply / Do not comply |
| 17.2 Maintenance and operating instructions handbooks must be supplied. (The maintenance portion shall include comprehensive data on servicing, fault finding, repair procedures and full particulars with diagrams of how the refueling plant functions must be supplied. Technical literature which will enable engineering staff to be fully informed on electrical, hydraulic, mechanical and pneumatic systems must be included.) | Comply / Do not comply |
| 17.3 Parts catalogues for all equipment installed on the plant must be supplied. The parts listed in the parts catalogues are to be itemised and fully described, preferably illustrated. | Comply / Do not comply |
| 17.4 Workshop repair manual for all equipment installed on the plant must be supplied. The manuals shall include wiring, pneumatic and hydraulic diagrams. | Comply / Do not comply |
| 17.5 All of the above literature must also be supplied in electronic format (PDF preferred) in separate files. | Comply / Do not comply |

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18. INSPECTION BEFORE DELIVERY

18.1 The <i>Employer</i> reserves the right to inspect the equipment, materials, or works at any time during and/or after manufacturing prior to delivery. Should the <i>Employer</i> elect to conduct such an inspection, written notice shall be issued to the <i>Contractor</i>. Upon receipt of the notice, the <i>Contractor</i> shall make the necessary arrangements to facilitate the inspection within 10 working days from the date of the <i>Employer's</i> written notice.	Comply / Do not comply
18.2 The plant will be inspected by the <i>Employer</i>. If any component is rejected during this inspection, it shall be repaired or replaced by the <i>Contractor</i> at its own cost and to the satisfaction of the <i>Employer</i>. The repaired or replaced component shall then be subjected to a further inspection by the <i>Employer</i>.	Comply / Do not comply
18.3 The <i>Contractor</i> shall be permitted a maximum of three (3) inspections, including the initial inspection, to achieve compliance with the Contract requirements. Should any component fail the third inspection, the <i>Employer</i> may, at its sole discretion: a) require the complete replacement of the non-compliant component at the Contractor's cost; or b) deem the <i>Contractor</i> to be in material breach of the Contract and terminate the Contract by written notice, without prejudice to any other rights or remedies available to the <i>Employer</i> under the Contract or at law.	Comply / Do not comply
18.4 All costs associated with repairs, replacements, retesting, and re-inspections arising from non-compliance shall be borne by the <i>Contractor</i>. No acceptance of the plant shall be granted until all defects and deficiencies have been rectified and approved by the <i>Employer</i>.	Comply / Do not comply

Note: In all cases check against online version for the latest revision prior to use

19. INSPECTION AFTER DELIVERY

- | | | |
|------|---|------------------------|
| 19.1 | After delivery the plant must be inspected by the <i>Contractor</i> to ensure that no damage occurred during the delivery process. | Comply / Do not comply |
| 19.2 | After assembly and erection, the plant will be inspected by the <i>Employer</i> . If any component of the plant is rejected during this inspection, it shall be repaired or replaced by the <i>Contractor</i> to the satisfaction of the <i>Employer</i> . It will then be subjected to another acceptance inspection by the <i>Employer</i> . | Comply / Do not comply |
| 19.3 | The <i>Contractor</i> shall be permitted a maximum of three (3) inspections , including the initial inspection, to achieve compliance with the Contract requirements. Should any component fail the third inspection, the <i>Employer</i> may, at its sole discretion:
<ul style="list-style-type: none"> a) require the complete replacement of the non-compliant component at the Contractor's cost; or b) deem the <i>Contractor</i> to be in material breach of the Contract and terminate the Contract by written notice, without prejudice to any other rights or remedies available to the <i>Employer</i> under the Contract or at law. | Comply / Do not comply |
| 19.4 | All costs associated with repairs, replacements, retesting, and re-inspections arising from non-compliance shall be borne by the <i>Contractor</i> . No acceptance of the plant shall be granted until all defects and deficiencies have been rectified and approved by the <i>Employer</i> . | Comply / Do not comply |

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20. ACCEPTANCE TESTING	
20.1 The complete plant shall be tested by the <i>Contractor</i> in the presence of the <i>Employer's</i> representative. The plant will only be accepted by the <i>Employer</i> once the successful operation of the plant has been demonstrated by the <i>Contractor</i> to the satisfaction of the <i>Employer</i> .	Agree / Do not agree
20.2 Should the plant fail any test, the <i>Contractor</i> shall, at its own cost, promptly rectify all defects and repeat the test within ten (10) working Days.	Agree / Do not agree
20.3 The <i>Contractor</i> shall be permitted a maximum of three (3) test attempts, comprising the initial test and two (2) retests. If the plant fails to meet the specified performance requirements on the final permitted test, the <i>Contractor</i> shall be deemed unable to achieve compliance with the Contract requirements.	Agree / Do not agree
20.4 In the event of failure on the final permitted test, the <i>Employer</i> may, without prejudice to any other rights or remedies available under the Contract, reject the plant, require its replacement, engage others to complete the work at the <i>Contractor's</i> cost, or terminate the Contract for default.	Agree / Do not agree
20.5 Static Test: The pipeline shall be filled with water emerges clean. If after 48 hours the Engineer is satisfied that there are no major leaks, the pressure test shall be carried out.	Agree / Do not agree
20.6 Pressure Test: A pump shall be connected to the pipeline at a mutually agreed point. The pressure in the pipeline under test shall be raised slowly by means of the pump and measured by a pressure gauge connected to the pipeline. The test pressure shall be 1.5 times the maximum allowable working pressure. The duration of the test shall be at least 2 hours. No section of a pipeline shall be tested against a closed valve	Agree / Do not agree
20.7 Test and Commissioning: On completion of hydraulic testing, all new pipelines shall be completely flushed out with clean water for a period of not less than one minute and at a velocity greater than 3m/s to ensure the removal of any remaining debris to the satisfaction of the Engineer.	Agree / Do not agree
20.8 Details of the testing protocol, with results which must be obtained, must be furnished by the <i>Contractor</i> two weeks before acceptance testing	Agree / Do not agree
20.9 Fuel required for the acceptance tests will be provided by the <i>Employer</i> .	Agree / Do not agree
20.10 All test results will be measured against the technical specifications of the relevant components/systems.	Agree / Do not agree

Note: In all cases check against online version for the latest revision prior to use

21. LITERATURE

The following literature must be supplied within 4 weeks after handover of the plant.

- | | |
|--|------------------------|
| 21.1 An as-built layout drawing which will identify all the major components on the refueling plant supplied, both in hard copy and electronic format, must be supplied. | Comply / Do not comply |
| 21.2 Maintenance and operating instructions handbooks must be supplied. (The maintenance portion shall include comprehensive data on servicing, fault finding, repair procedures and full particulars with diagrams of how the refueling plant functions must be supplied. Technical literature which will enable engineering staff to be fully informed on electrical, hydraulic, mechanical and pneumatic systems must be included.) | Comply / Do not comply |
| 21.3 Parts catalogues for all equipment installed on the plant must be supplied. The parts listed in the parts catalogues are to be itemised and fully described, preferably illustrated. | Comply / Do not comply |
| 21.4 Workshop repair manual for all equipment installed on the plant must be supplied. The manuals shall include wiring, pneumatic and hydraulic diagrams. | Comply / Do not comply |
| 21.5 All of the above literature must also be supplied in electronic format (PDF preferred) in separate files. | Comply / Do not comply |

22. GENERAL

- | | |
|--|------------------------|
| 22.1 Minor details of construction and materials not specifically stated in this specification shall be determined by the <i>Contractor</i> , who shall remain solely responsible for the adequacy, design, performance and construction of such items. Notwithstanding the foregoing, the <i>Contractor</i> shall submit all such design details, drawings and material specifications to the <i>Employer</i> for review and comment prior to manufacture. The <i>Employer's</i> review, comments or approval shall not relieve the <i>Contractor</i> of any responsibility or liability for the design, construction, performance or compliance of the plant with the Contract requirements. | Comply / Do not comply |
| 22.2 Any item which is required, but of which the specification is not detailed, shall only be supplied once the relevant specifications and details of such item have been submitted by the <i>Contractor</i> and accepted by the <i>Employer</i> . | Comply / Do not comply |
| 22.3 The complete refueling plant shall be guaranteed for a minimum of 12 months. All electrical, mechanical and hydraulic systems must be covered by the guarantee. | Comply / Do not comply |

Note: In all cases check against online version for the latest revision prior to use

- | | | |
|------|--|------------------------|
| 22.4 | The refueling plant components, including fasteners, shall be to I.S.O. Metric Standards, and instrumentation gauges, dials, etc. shall be graduated in Systeme International (S.I.) units | Comply / Do not comply |
| 22.5 | In order to standardise on spares, the use of alternative components to that offered may be requested by the Employer. | Agree / Do not agree |

T2.2-16: Schedule of Proposed Sub-contractor

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

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

Provide information of the Sub-contractors below:

Name of Proposed 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	
	☐	☐	☐	☐	☐	☐	☐	

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	
	☐	☐	☐	☐	☐	☐	☐	

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/	Military Veterans	

						Townships	
	☐	☐	☐	☐	☐	☐	☐

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	
	☐	☐	☐	☐	☐	☐	☐	☐

Tenderers to indicate their Site establishment area requirements:

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.



T2.2-18: 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	_____		

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

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

1. GENERAL CONDITIONS

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

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

1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 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 Contribution; and
- (c) Any other specific goal determined in the Transnet preferential procurement policy

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

DESCRIPTION	POINTS	
PRICE	80	90
B-BBEE Status Level of Contributor 1 or 2	4	2
EME or QSE 51% Black Owned	10	5
30% Black Women Owned Entities	6	3
Non-Compliant and/or B-BBEE Level 3-8 contributors	0	0
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-BBEE 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.

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

- 4.3 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.
- 4.4 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 4.5 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 2 points)
 B-BBEE Status Level of Contributor 1 or 2: =(maximum of 4 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.

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

(***Tick applicable box***)

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

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted. %

ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE.

(***Tick applicable box***)

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

8. **DECLARATION WITH REGARD TO COMPANY/FIRM**

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

8.6 COMPANY CLASSIFICATION

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

[*TICK APPLICABLE BOX*]

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

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

1. PURPOSE OF THE FORM

- 1.1 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, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.
- 1.2 If a person is 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. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

- 2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution? **YES/NO**
- 2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

Full Name	Identity Number	Name of organ of state

1. 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.

SBD4

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

2.3.1 If so, furnish particulars:

.....

2.4 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**

2.4.1 If so, indicate all companies registered in the CSD in the table below:

Supplier registration number (MAAA)	Status (active/inactive/deleted)

Failure to disclose all CSD-registered active companies linked to all Directors will lead to disqualification.

3 GENERAL DECLARATION

I,, the undersigned, 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 to be false.

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality,

SBD4

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.

- 3.5 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.
- 3.6 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.
- 3.7 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, 1998 (Act No. 89 of 1998) and or may be referred to law enforcement agencies for criminal investigation and or may be restricted from conducting business with the state for a period not exceeding 10 years in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) or any other applicable legislation.

I CERTIFY THAT THE ABOVE IS CORRECT.

I ACCEPT THAT THE PROCURING INSTITUTION MAY REJECT THE BID OR TAKE APPROPRIATE ACTION AGAINST ME IF THIS DECLARATION IS FALSE.

.....
Signature

.....
Date

.....
Designation

.....
Name of bidder

T2.2-19: 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 2nd Floor, Waterfall Business Estate, 9 Country Estate Drive, Midrand, 1662, South Africa

and

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

WHEREAS

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

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

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

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

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

2. CONFIDENTIAL INFORMATION

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

-
- 2.3.2 to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.4 below.
- 2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.3.2 above, it shall promptly notify the Disclosing Party and cooperate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.
- 2.5 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps [including the institution of legal proceedings] as shall be necessary to remedy [if capable of remedy] the default and/or to prevent further unauthorised copying, disclosure or use.
- 2.6 All Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights, including intellectual property rights over the Confidential Information whatsoever, beyond those contained in this Agreement.

3. RECORDS AND RETURN OF INFORMATION

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

4. ANNOUNCEMENTS

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

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

5. DURATION

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

6. PRINCIPAL

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

7. ADEQUACY OF DAMAGES

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

8. PRIVACY AND DATA PROTECTION

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

9. GENERAL

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

-
- 9.2 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.
- 9.3 The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.
- 9.4 This Agreement may only be modified by a written agreement duly signed by persons authorised on behalf of each party.
- 9.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.
- 9.6 This Agreement will be governed by and construed in accordance with South African law and the parties irrevocably submit to the exclusive jurisdiction of the South African courts.

Signed

Date

Name

Position

Tenderer

T2.2-20: 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.

T2.2-21: 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

T2.2-21: Certificate of Acquaintance with Tender DocumentsNAME 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

T2.2-22 Service Provider Integrity Pact

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

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

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

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

PREAMBLE

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

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

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

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

1 OBJECTIVES

1.1 Transnet and the Tenderer/Service Provider/Contractor agree to enter into this Integrity Pact, to avoid all forms of dishonesty, fraud and corruption including practices that are anti-competitive in nature, negotiations made in bad faith and under-pricing by following a system that is fair, transparent and free from any influence/unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

- a) Enable Transnet to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods and services; and
- b) Enable Tenderers/Service Providers/Contractors to abstain from bribing or participating in any corrupt practice in order to secure the contract.

2 COMMITMENTS OF TRANSNET

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

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

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

3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

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

furtherance to secure it and in particular the Tenderer/Service Provider/Contractor commits to the following:

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

- 3.7 The Tenderer/Service Provider/Contractor will not misrepresent facts or furnish false or forged documents or information in order to influence the tendering process to the advantage of the Tenderer/Service Provider/Contractor or detriment of Transnet or other competitors.
- 3.8 Transnet may require the Tenderer/Service Provider/Contractor to furnish Transnet with a copy of its code of conduct. Such code of conduct must address the compliance programme for the implementation of the code of conduct and reject the use of bribes and other dishonest and unethical conduct.
- 3.9 The Tenderer/Service Provider/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 3.10 The Tenderer/Service Provider/Contractor confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human Rights, Labour, Anti-Corruption and the Environment when undertaking business with Transnet as follows:
- a) Human Rights
- Principle 1: Businesses should support and respect the protection of internationally proclaimed human rights; and
 - Principle 2: make sure that they are not complicit in human rights abuses.
- b) Labour
- Principle 3: Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;
 - Principle 4: the elimination of all forms of forced and compulsory labour;
 - Principle 5: the effective abolition of child labour; and
 - Principle 6: the elimination of discrimination in respect of employment and occupation.
- c) Environment
- Principle 7: Businesses should support a precautionary approach to environmental challenges;
 - Principle 8: undertake initiatives to promote greater environmental responsibility; and
 - Principle 9: encourage the development and diffusion of environmentally friendly technologies.
- d) Anti-Corruption
- Principle 10: Businesses should work against corruption in all its forms, including extortion and bribery.

4 INDEPENDENT TENDERING

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

- a) has been requested to submit a Tender in response to this Tender invitation;
 - b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
 - c) provides the same Goods and Services as the Tenderer and/or is in the same line of business as the Tenderer.
- 4.2 The Tenderer has arrived at his submitted Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium will not be construed as collusive tendering.
- 4.3 In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- a) prices;
 - b) geographical area where Goods or Services will be rendered [market allocation];
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a Tender;
 - e) the submission of a Tender which does not meet the specifications and conditions of the RFP; or
 - f) tendering with the intention of not winning the Tender.
- 4.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Goods or Services to which his/her tender relates.
- 4.5 The terms of the Tender as submitted have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.
- 4.6 Tenderers are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Tenders and contracts, Tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [NPA] for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.
- 4.7 Should the Tenderer find any terms or conditions stipulated in any of the relevant documents quoted in the Tender unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Tender. Any such submission shall be subject to review by

Transnet's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be.

5 DISQUALIFICATION FROM TENDERING PROCESS

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

6 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

- 6.1 The process of restriction is used to exclude a company/person from conducting future business with Transnet and other organs of state for a specified period. No Tender shall be awarded to a Tenderer whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. Transnet reserves the right to withdraw an award, or cancel a contract concluded with a Tenderer should it be established, at any time, that a tenderer has been restricted with National Treasury by another government institution.
- 6.2 All the stipulations on Transnet's restriction process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual (CPM included) are included herein by way of reference. Below follows a condensed summary of this restriction procedure.

- 6.3 On completion of the restriction procedure, Transnet will submit the restricted entity's details (including the identity number of the individuals and registration number of the entity) to National Treasury for placement on National Treasury's Database of Restricted Suppliers for the specified period of exclusion. National Treasury will make the final decision on whether to restrict an entity from doing business with any organ of state for a period not exceeding 10 years and place the entity concerned on the Database of Restricted Suppliers published on its official website.
- 6.4 The decision to restrict is based on one of the grounds for restriction. The standard of proof to commence the restriction process is whether a "*prima facie*" (i.e., on the face of it) case has been established.
- 6.5 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to restricting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.
- 6.6 A Service Provider or Contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.
- 6.7 Grounds for blacklisting include: If any person/Enterprise which has submitted a Tender, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Tender or contract:
- a) Has, in bad faith, withdrawn such Tender after the advertised closing date and time for the receipt of Tenders;
 - b) has, after being notified of the acceptance of his Tender, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the Tender documents;
 - c) has carried out any contract resulting from such Tender in an unsatisfactory manner or has breached any condition of the contract;
 - d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;
 - e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;
 - f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:
 - (i) he made the statement in good faith honestly believing it to be correct; and
 - (ii) before making such statement, he took all reasonable steps to satisfy himself of its correctness;

- g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
 - h) has litigated against Transnet in bad faith.
- 6.8 Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National Treasury's database of Restricted Service Providers or Register of Tender Defaulters.
- 6.9 Companies associated with the person/s guilty of misconduct (i.e., entities owned, controlled or managed by such persons), any companies subsequently formed by the person(s) guilty of the misconduct and/or an existing company where such person(s) acquires a controlling stake may be considered for blacklisting. The decision to extend the blacklist to associated companies will be at the sole discretion of Transnet.

7 PREVIOUS TRANSGRESSIONS

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

8 SANCTIONS FOR VIOLATIONS

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

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

9 CONFLICTS OF INTEREST

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

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

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

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

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

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

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

T2.2-23: 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

T2.2-24: 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 into with DPIP or FPPO. This list will include successful Respondents, if applicable.

2. SERVICE LEVELS

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

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

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

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

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

Acceptance of Service Levels:

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

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

T2.2-25: Insurance provided by the *Contractor*

Clause 81.1 in NEC3 Professional Services Contract (June 2005)(amended June 2006 and April 2013) requires that the *Contractor* provides the insurance stated in the insurance table except any insurance which the *Employer* is to provide as stated in the Contract Data.

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

Insurance against (See clause 81.1 of the PSC)	Minimum amount stated in the Contract Data & Name of Insurance Company	Cover	Premium
Liability of the <i>Contractor</i> for claims made against him arising out of his failure to use the skill and care normally used by professionals providing services similar to the <i>services</i>	The amount stated in the Contract Data		
Liability for death of or bodily injury to a person (not an employee of the <i>Contractor</i>) or loss of or damage to property resulting from an action or failure to take action by the <i>Contractor</i>	The amount stated in the Contract Data for any one event		
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	The greater of the amount required by the applicable law and the amount stated in the Contract Data for any one event		
(Other)			

1 April 2026

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 2026 to 31 March 2027 (Both days inclusive) DIVISION: Transnet Freight Rail, Transnet Engineering, Transnet Properties, Transnet Pipelines, Transnet National Ports Authority, Transnet Port Terminals and Transnet Rail Infrastructure Manager
THE INSURED'S VAT NO:	4720103177 THE INSURED'S
COMPANY REGISTRATION NO:	1990/000900/30
POSTAL ADDRESS (Head Office):	96 Rissik Street, Braamfontein, Johannesburg, PO Box 72501, Parkview 2122

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(s)	Santam, Consort and Hollard Insurance
Lead Insurer's 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.
The Contractor	All Contractors undertaking work in connection with The Insured Contract including the Employer to the extent that the Employer undertakes work in connection with The Insured Contract;
Sub-Contractors	All Sub-Contractors employed by the Contractor and all other Sub-Contractors (whether nominated or otherwise) engaged in fulfilment of The Insured Contract; and to the extent required by any contract or agreement; transporters, suppliers, manufacturers, vendors, other persons, persons providing storage facilities, plant owners and/or operators in respect of liability loss or damage arising out of The Insured Contract; project

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

Provincial & Government:

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

Insured Contracts

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

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

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

24 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.

Main Policy Exclusions

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

- Beneficial Occupation—12 months
- Risk Mitigation—Safety Measures with Respect to Precipitation, Flood and Inundation—10 years return period

Deductibles

In respect of loss or damage:

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

0 to R100,000,000

R100,000,001 to R250,000,000

R250,000,001 to R500,000,000

R500,000,001 to R1,000,000,000

Minimum wet risk deductible

Electrical Cables, Wiring and

Accessories

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

Major perils

R25,000

R50,000

R100,000

R150,000

R100,000 per occurrence to apply

10% of claim minimum R100,000

Minor perils

R15,000

R15,000

R25,000

R25,000

Contracts with a contract value

0 to R500,000,000

R500,000,001 to R1,000,000,000

Deductible

R1,000,000 per occurrence

R1,500,000 per occurrence

PUBLIC LIABILITY

Cover Provided

Insurer

Policy Number

Territorial Limits

Insured Contracts

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.

Santam

6000/132335

The Republic of South Africa.

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

- Contracts which at award stage have a value in excess of R 1,000,000,000.
- Contracts with an estimated construction period at award exceeding 48 months but 60 months in respect of contracts awarded prior to 1 April 2020 for rail maintenance contracts For

Transnet Freight & Rail and for Transnet Pipeline's logistical support for inline inspections and identification of defects in respect of Transnet's pipeline assets (all excluding Defects Liability/Maintenance period).

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

Policy Limits

Contractors Public Liability	R100,000,000 any one occurrence / unlimited during the Period of Insurance
Contractors Negligent Removal or weakening of Support	R100 000 000 any one occurrence and R100,000,000 per site in the aggregate during the Period of Insurance.
Statutory Legal Defence Costs	*R5 000 000 in the aggregate during the Period of Insurance.
Arrest / Assault / Defamation	*R5 000 000 in the aggregate during the Period of Insurance.
Prevention of Access	*R5 000 000 in the aggregate during the Period of Insurance.
Trespass / Nuisance	*R5 000 000 in the aggregate during the Period of Insurance.
Claims Preparation Costs	R5 000 000 any one occurrence
*Where the limits are noted as in the aggregate during the policy period of insurance, that such aggregated limit is applicable to all Transnet Insured Contracts collectively and in total and does not apply to each contract separately.	
Deductible(s)	R50,000 per occurrence but increased to R5,000,000 in respect of Spread of Fire and/or Hot Works and R250,000 in respect of Sudden and

Accidental Pollution and/or Goods on the Hook and/or R150,000 in respect of Developers Removal of Support.

General Policy Exclusions

The policy does not cover:-

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

PROFESSIONAL INDEMNITY

Cover Provided

Professional Indemnity

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

Insurer
Policy Number
Jurisdiction
Insured Contracts

Santam

6000/132337

Worldwide excluding North America

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

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

Langa Sigodi



Account Executive: Corporate and Global Markets

T2.2-26: 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

T2.2-27: 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:

.....

.....

.....

.....

.....

.....

.....

T2.2-28 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 issues by verification agencies or professionals who are not accredited by South African National Accreditation Systems ("SANAS) as such B-BBEE certificates are invalid for lack of authority and mandate to issue them. A list of SANAS Accredited agencies is available on the SANAS website at www.sanas.co.za.

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

SUPPLIER DECLARATION FORM

Supplier Declaration Form

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

CSD Number (MAAA xxxxxxx):

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

Did your company previously operate under another name?				Yes		No	
If YES state the previous details below:							
Trading Name							
Registered Name							
Company Registration No Or ID No If a Sole Proprietor							
Form of Entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor	
	Non-profit (NPO's or NPC)	Personal Liability Co	State Owned Co	National Govt	Provincial Govt	Local Govt	
	Educational Institution	Specialised Profession	Financial Institution	Joint Venture	Foreign International	Foreign Branch Office	

Your Current Company's VAT Registration Status	
VAT Registration Number	
If Exempted from VAT registration , state reason and submit proof from	

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

Company Banking Details	Bank Name	
Universal Branch Code	Bank Account Number	

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

Company Contact Person Name	
Designation	
Telephone	
Email	

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

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

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

% Black Unemployed		% Black People Living in Rural Areas		% Black Military Veterans			

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

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

Supplier Development Information Required

EMPOWERING SUPPLIER

An Empowering Supplier is a B-BBEE compliant Entity which complies with at least three criteria if it is a large Entity, or one criterion if it is a Qualifying Small Enterprise ("QSE"), as detailed in Statement 400 of the New Codes. In terms of the requirements of an Empowering Supplier, numerous companies found it challenging to meet the target of 25% transformation of raw materials or beneficiation including local manufacturing, particularly so, if these companies imported goods or products from offshore. The matter was further compounded by the requirement for 25% of Cost of Sales, excluding labour cost and depreciation, to be procured from local producers or suppliers.

YES ☐ NO ☐

FIRST TIME SUPPLIER

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

YES ☐ NO ☐

SUPPLIER DEVELOPMENT PLAN

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

YES ☐ NO ☐

DEVELOPMENT PLAN DOCUMENT Agreed plan that will be crafted with the supplier in regards to their development (It could be for ED OR SD in terms of their developmental needs they may require with the company.	YES ☐ NO ☐ *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 ☐ NO ☐
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 ☐ NO ☐
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 ☐ NO ☐
ENTERPRISE DEVELOPMENT RECIPIENT A supplier that isn't in our value chain as yet but we have assisted them with an ED intervention	YES ☐ NO ☐

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

APPENDIX B

Affidavit or Solemn Declaration as to VAT registration status

Affidavit or Solemn Declaration

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

Signature:

Designation:

Date:

Commissioner of Oaths

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

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

Commissioner of Oaths

APPENDIX C

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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

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

3. I hereby declare under Oath that:

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

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

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"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"

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

3. I hereby declare under Oath that:

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

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

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

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

Deponent Signature

.....

Date

.....

Commissioner of Oaths

Signature & stamp

VENDOR REGISTRATION DOCUMENTS CHECKLIST

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

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

THE 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

Telephone: +27 12 394 1535 or +27 82 903 6398

Email: MRamare@beecommission.gov.za

Issued by the B-BBEE Commission

19 October 2022

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.

Part C1: Agreements and Contract Data

C1.1: Form of Offer and Acceptance

C1.1 Form of Offer & Acceptance

Offer

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

Appointment of a Contractor for the supply and installation of a Diesel storage tank for the tug jetty in the Port of Durban for a period of Four (4) 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 *Contractor* under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the *conditions of contract* identified in the Contract Data.

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

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

.....
(Insert name and address of organisation)

Name &
signature of
witness

Date

Acceptance

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

The terms of the contract, are contained in:

Part C1	Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
Part C2	Pricing Data
Part C3	Scope of Services

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

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

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

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

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

Signature:

Witness:

Name(s)

Capacity

for the
Employer

Transnet SOC Ltd
237 Mahatma Ghandhi road
Queens Warehouse
Durban

Date

Date

Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		

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

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

For the tenderer:

For the *Employer*

Signature

Name

Capacity

On behalf
of

(Insert name and address of organisation)

Transnet SOC Ltd
237 Mahatma Ghandhi road
Queens Warehouse
Durban

Name &
signature of
witness

Date

C1.2: Contract Data Part 1 and 2

C1.2 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	B: Priced contract with Bill of Quantities
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	X2 : Changes in the law X7 : Delay damages X11: Termination by the <i>Employer</i> X13: Performance Bond X 16: 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) ¹	
10.1	The <i>Employer</i> is:	Transnet SOC Ltd (Registration No. 1990/000900/30)
	Address	Registered address: Carlton Centre 150 Commissioner Street Johannesburg 2001
	Having elected its Contractual Address for the purposes of this contract as:	Transnet National ports Authority Queens Warehouse 237 Mahatma Ghandhi Durban 4001

¹ Available from Engineering Contract Strategies Tel 011 803 3008, Fax 011 803 3009

10.1	The <i>Project Manager</i> is: (Name)	TBA
10.1	The <i>Supervisor</i> is: (Name)	TBA
11.2(13)	The <i>works</i> are	Appointment of a contractor for the supply and installation of a diesel tank for the Tug Jetty in the Port of Durban for a period of Four (4) Months
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 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 Contractor's 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	
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	Two (2) weeks of the Contract Date.
31.2	The <i>starting date</i> is.	01 September 2026
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	Four (4) weeks
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.	30 January 2027
4	Testing and Defects	
42.2	The <i>defects date</i> is	52 (fifty two) weeks after Completion of the whole of the <i>works</i>.
5	Payment	
50.1	The <i>assessment interval</i> is monthly on the	25th (twenty fifth) day of each successive month.

51.1	The <i>currency of this contract</i> is the	South African Rand.
51.2	The period within which payments are made is	Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.
51.4	The <i>interest rate</i> is	the prime lending rate of the Standard Bank of South Africa.
6	Compensation events	
60.1(13)	The <i>weather measurements</i> to be recorded for each calendar month are,	the cumulative rainfall (mm) the number of days with rainfall more than 10 mm the number of days with minimum air temperature less than 0 degrees Celsius the number of days with snow lying at 08:00 hours South African Time and these measurements:
	The place where weather is to be recorded (on the Site) is:	The Contractor's Site establishment area
	The <i>weather data</i> are the records of past <i>weather measurements</i> for each calendar month which were recorded at:	Durban
	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
84.1	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 R2500 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 <i>Employer</i>).

- 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* provides these additional Insurances
- 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.**
- 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 subcontractor**
 - 4 Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R 5 000 000.**

- 5 The insurance coverage referred to in 1, 2, 3, and 4 above shall be obtained from an insurer(s) in terms of an insurance policy approved by the *Employer*. The *Contractor* shall arrange with the insurer to submit to the Project Manager the original and the duplicate original of the policy or policies of insurance and the receipts for payment of current premiums, together with a certificate from the insurer or insurance broker
- 6 concerned, confirming that the policy or policies provide the full coverage as required. The original policy will be returned to the Contractor
- 7 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*.

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 Contractor) 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:	As stated in the Principal Controlled Insurance policy for Contract work
9	Termination	There is no additional Contract Data required for this section of the <i>conditions of contract</i>.
10	Data for main Option clause	
B	Priced contract with Bill of Quantities	
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is	Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i>.
W1.2(3)	The <i>Adjudicator nominating body</i> is: If no <i>Adjudicator nominating body</i> is entered, it is:	The Chairman of the Association of Arbitrators (Southern Africa) the Association of Arbitrators (Southern Africa)
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)
	The place where arbitration is to be held is	Durban, Kwa Zulu Natal (KZN) South Africa

	The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	The Chairman of the Association of Arbitrators (Southern Africa)
12	Data for secondary Option clauses	
X2	Changes in the law	No additional data is required for this Option
X7	Delay damages	
X7.1	Delay damages for Completion of the whole of the <i>works</i> are	R5 500.00 per day
X 13	Performance Bond	
X13.1	The amount of the performance bond is	5% of the total of the prices
X 16	Retention	
	The retention percentage is	10% on all payments certified
X18	Limitation of liability	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	Nil
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to:	The deductible of the relevant insurance policy
X18.3	The <i>Contractor's</i> liability for Defects due to his design which are not listed on the Defects Certificate is limited to:	The cost of correcting the Defect
X18.4		
X18.5	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
	The <i>end of liability date</i> is	Three (3) years after Completion of the whole of the <i>works</i>
Z	Additional conditions of contract	

TRANSNET NATIONAL PORTS AUTHORITY

ENQUIRY NUMBER: TNPA/2026/07/0006/114579/RFP

DESCRIPTION OF TENDER: APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY AND INSTALLATION OF A DIESEL STORAGE TANK FOR THE TUG JETTY IN THE PORT OF DURBAN FOR A PERIOD OF FOUR (4) MONTHS

The *additional conditions of contract* are:

Z1 **Obligations in respect of Joint Venture Agreements**

Z1.1

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 constituents' 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 liability to the Employer to Provide the Works;
 - ii. identification of the leader in the joint venture confirming the authority of the leader 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:
 - i. 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;
 - ii. the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture

Z1.2	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 <i>Employer</i> .
Z2	Additional obligations in respect of Termination
Z2.1	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)
Z2.2	Termination Table
	The following will be included under core clause 90.2 Termination Table as follows: Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"

Z3	Right Reserved by the Employer to Conduct Vetting through SSA	The <i>Employer</i> reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any <i>Contractor</i> who has access to National Key Points for the following without limitations: 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
Z4	Additional Clause Relating to Collusion in the Construction Industry	The contract award is made without prejudice to any rights the <i>Employer</i> may have to take appropriate action later with regard to any declared bid rigging including blacklisting.
Z.5	Limited of % Fee under 11.2(8)	The maximum allowed tendered fee for the direct fee and subcontracted fee percentage is 10%.
Z.6	Additional clause relating to Performance Bonds and/or Guarantees	
Z.6.1		The Performance Guarantee under X13 above shall be an irrevocable, on-demand performance guarantee, to be issued exactly in the form of the Pro Forma documents provided for this purpose under C1.3 (Forms of Securities), in favour of the <i>Employer</i> by a financial institution reasonably acceptable to the <i>Employer</i>

**Z7. Protection of
 Personal Information Act**

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)² 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.		

² Available from Engineering Contract Strategies Tel 011 803 3008, Fax 011 803 3009

11.2(14)The following matters

in the Risk Register

None

31.1 The programme identified in the Contract Data is

B Priced contract with Bill of Data for the Shorter Schedule of Cost Quantities

41 in The percentage for people overheads is: %
SSCC

21 in The published list of Equipment is the last
SSCC edition of the list published by
The percentage for adjustment for Equipment in the published list is % (state plus or minus)

22 in The rates of other Equipment are: **Equipment** **Size or Rate**
SSCC **capacity**

61 in The hourly rates for Defined Cost of **Category of employee** **Hourly rate**
SSCC design outside the Working Areas are

62 in The percentage for design overheads is %
SSCC

63 in The categories of design employees
SSCC whose travelling expenses to and from the Working Areas are included in Defined Cost are:

Part C2: Pricing Data

C2.1 Pricing Instructions – Option B

PART 2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option B	4
C2.2	The <i>bill of quantities</i>	23

C2.1 Pricing instructions: Option B

1. The *conditions of contract*

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

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

- | | | |
|---|------------|---|
| Identified
and defined
terms | 11
11.2 | (21) The Bill of Quantities is the <i>bill of quantities</i> as changed in accordance with this contract to accommodate implemented compensation events and for accepted quotations for acceleration.

(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 <ul style="list-style-type: none"> • the quantity of the work which the <i>Contractor</i> has completed for each item in the Bill of Quantities multiplied by the rate and • a proportion of each lump sum which is the proportion of the work covered by the item which the <i>Contractor</i> has completed except the Preliminary and General Items. <p>Completed work is work without Defects that either would delay or be covered by immediately following work.</p> <p>(31) The Prices are the lump sums and the amounts obtained by multiplying the rates by the quantities for the items in the Bill of Quantities.</p> |
|---|------------|---|

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

1.2 Function of the Bill of Quantities

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

1.3 Guidance before pricing and measuring

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

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

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

2 Measurement and Payment

2.2 Symbols

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

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

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

2.2 General assumptions

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

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

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

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

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

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

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

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

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

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

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

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

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

C2.2 Bill of Quantity

SECTION 1:

PRELIMINARIES



Item	Payment Clause	Description	Unit	Qty	Rate	Amount
1		<u>SECTION 1: PRELIMINARIES AND GENERAL</u>				
		<u>PREAMBLES</u>				
		<u>Fixed preliminary items</u>				
		Fixed preliminary items will be valued and paid on a proven cost basis up to the total value.				
		<u>Time related preliminary items</u>				
		Time related preliminary items may relate to fixed preliminary items and items not listed and expressed as a sum and will be pro-rated against value of construction items completed.				
1.1		<u>FIXED PRELIMINARY ITEMS</u>				
		<u>Contractual requirements</u>				
1.1.1		Contractual requirements, sureties, insurance, etc.	Sum	1		
		<u>Establishment of facilities on site</u>				
1.1.2		Offices for Engineer & staff and notice board.	Sum	1		
1.1.3		Notice boards, etc.	Sum	1		
		<u>Facilities for the contractor</u>				
1.1.4		Tools and Equipment.	Sum	1		
1.1.5		Workshops.	Sum	1		
1.1.6		Ablutions and latrine facilities.	Sum	1		
1.1.7		Water Supplies, electric power and communications.	Sum	1		
1.1.8		Offices and storage sheds.	Sum	1		
1.1.9		Dealing with dust.	Sum	1		
1.1.10		Equipment.	Sum	1		
1.1.11		Access.	Sum	1		
1.1.12		Removal of site establishment.	Sum	1		
		<u>Other Fixed-charge Obligations</u>				
1.1.13		Health and safety.	Sum	1		
1.1.14		Environmental.	Sum	1		
1.1.15		Dealing with traffic.	Sum	1		
1.1.16		As-built surveys.	Sum	1		
1.1.17		Security.	Sum	1		
		TOTAL CARRIED FORWARD TO SECTION SUMMARY				

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SECTION 2: CIVIL WORKS

Item	Payment Clause	Description	Unit	Qty	Rate	Amount
2		<u>SECTION 2: CIVIL WORKS</u>				
2.1		<u>BILL NO. 1 - DEMOLITIONS, ETC</u>				
		<u>TRADE PREAMBLES</u>				
		For Trade Preambles refer to 'Model Preambles for Trades' (2008 edition) for the full descriptions of material to be used and work to be done in this Bill.				
		<u>REMOVAL OF EXISTING WORK</u>				
		<u>Removal of existing work to be disposed from site, to a dumping site allocated by the contractor:</u>				
2.1.1		Asphalt surfacing (30mm thick).	m ²	223		
2.4.2		Remove existing Palisade Fence including gates, posts, bases, etc.	m	54		
2.1.3		Remove existing Trackwork including Rails, Ballast and sleepers.	m	10		
2.1.4		Remove Existing 150mm G5 and 150mm G2 Layerworks under asphalt trackwork.	m ²	223		
		<u>Saw cutting existing surfaces, etc:</u>				
2.1.5		Asphalt surfacing (30mm thick).	m	111		
2.2		<u>BILL NO. 2 - EARTHWORKS AND EXCAVATION</u>				
		<u>SITE CLEARANCE, ETC.</u>				
		<u>Site clearance:</u>				
2.2.1		Digging up and removing rubbish, debris, vegetation, hedges, shrubs and trees n.e 200mm girth and cart away.	m ²	226		
		<u>EXCAVATION, FILLING, ETC.</u>				
		<u>EXCAVATION, FILLING, ETC. OTHER THAN BULK</u>				
		<u>Digging up topsoil:</u>				
2.2.3		Digging up topsoil to an average depth of 150mm and stockpiling on site including carting away to dumpsite selected by contractor.	m ²	226		
		<u>Excavate in trenches n.e 2m deep:</u>				
2.2.4		Hand excavation to determine existing services.	m ³	40		
2.2.5		Excavate to reduce levels for layerworks.	m ³	218		
		<u>Extra over trenches and holes excavations:</u>				
2.2.6		Soft rock 10%.	m ³	26		
2.2.7		Hard rock 5%.	m ³	13		
		<u>Extra over all excavations for carting away:</u>				
2.2.8		Surplus material from excavations and/or stock piles on site to a dumping site to be located by the Contractor.	m ³	245		
		TOTAL CARRIED FORWARD TO SECTION SUMMARY				

Item	Payment Clause	Description	Unit	Qty	Rate	Amount
2		<u>SECTION 2: CIVIL WORKS</u>				
		<u>Keeping excavations free from water:</u>				
2.2.9		Keep excavations free from water.	Item	1		
		<u>FILLING ETC</u>				
		<u>Earth filling supplied by the Contractor:</u>				
2.2.10		150mm layer of G5 material compacted to 97% Mod AASHTO DENSITY.	m ³	52		
2.2.11		150mm layer of G2 material compacted to 97% Mod AASHTO DENSITY.	m ³	52		
		<u>Compaction of ground:</u>				
2.2.12		Compaction of natural or excavated ground surface under floors etc, including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 93% Mod AASHTO density.	m ²	197		
		<u>Bituminous premix road surfacing:</u>				
2.2.13		Bitumin spray to base course.	m ²	29		
2.2.14		30mm thick asphalt.	m ²	29		
2.3		<u>BILL NO. 3 - CONCRETE, FORMWORK AND REINFORCEMENT</u>				
		REINFORCED CONCRETE CAST ON/IN FORMWORK				
		<u>30MPa/19mm Reinforced concrete:</u>				
2.3.1		Pad Foundations.	m ³	3		
2.3.2		Columns.	m ³	1		
2.3.3		Plinths.	m ³	90		
2.3.4		Formwork to sides of plinths.	m ²	69		
		<u>REINFORCEMENT</u>				
		<u>Fabric reinforcement:</u>				
2.3.5		Ref 888 fabric reinforcement mesh to plinths.	m ²	105		
2.3.6		Steel rod reinforcement (fnds and plinth).	t	2.84		
		<u>Test cubes:</u>				
2.3.7		Making and testing 150x150x150mm concrete strength test cubes.	no	56		
		<u>Finishing top surfaces of concrete with power float:</u>				
2.3.8		Plinths.	m ²	105		
		TOTAL CARRIED FORWARD TO SECTION SUMMARY				



Item	Payment Clause	Description	Unit	Qty	Rate	Amount
2.4		<u>SECTION 2: CIVIL WORKS</u>				
		<u>BILL NO. 4 PRECAST CONCRETE</u>				
		<u>Precast concrete finished smooth on exposed surfaces including bedding, jointing and pointing:</u>				
2.4.1		U channel and cover.	m	80		
2.5		<u>BILL NO. 5 - PALISADE FENCING AND GATES</u>				
		Note:				
		In high corrosion areas fence posts, stays, gates, etc are to be hot-dipped galvanised.				
		Fencing				
		<u>Excavations other than bulk:</u>				
2.5.1		Trenches.	m ³	8		
2.5.2		Holes.	m ³	4		
		<u>Extra over excavations other than bulk in earth for excavation in:</u>				
2.5.3		Soft rock 10%	m ³	1		
2.5.4		Hard rock 5%	m ³	1		
2.5.5		Compaction of excavated surfaces, adding suitable material where necessary and compact to 93% Mod AASHTO density.	m ²	22		
		<u>Extra over all excavations for loading, carting away and dumping:</u>				
2.5.6		Surplus excavated material (no allowance made for increase in bulk) off site to a dumping site located by the contractor.	m ³	11		
		<u>Risk of collapse of excavations:</u>				
2.5.7		To sides of trenches and holes not exceeding 1.5m deep.	m ²	68		
		<u>Keeping excavations free from water:</u>				
2.5.8		Keeping excavations free from water.	Item	1		
		<u>Unreinforced concrete cast against excavated surfaces:</u>				
2.5.9		15Mpa/19mm stone Concrete.	m ³	12		
		<u>Finishing all exposed edges and corners of concrete:</u>				
2.5.10		20mm chamfers, sloping and splayed, etc.	m	88		
2.5.11		Allow for signages including Transnet signage (provisional)	sum	1		
		TOTAL CARRIED FORWARD TO SECTION SUMMARY				

Item	Payment Clause	Description	Unit	Qty	Rate	Amount
		<u>SECTION 2: CIVIL WORKS</u>				
		<u>Hot dipped galvanized palisade fencing:</u>				
2.5.12		Palisade fence 2400mm high comprising of 2375m high 40 x 40 x 3mm angle iron mitred spear head profile pales at 150mm centres (12 per 1950m section) in nominal panel size 1950m wide, with centre anti-sag pale 2,375m high, pales welded to and including 50 x 50 x 3mm angle section top and bottom rails, bolted to and including 100 x 55 x 2400mm I-Section hot dip galvanised IPE at 1950mm centres (SABS 121, ISO 1461 1999 specification) after welding of fish tail brackets to posts to receive rails, with top of post capped and seam welded and ground smooth prior to galvanizing and a 8mm drainage hole drilled 650mm from bottom of post, with M12 x 40mm (4No per 3m section) galvanised cup square bolt and high tensile anti-vandal shear nuts, posts are to be pre-holed prior to galvanising with 2 No 4mm diameters holes at 100mm centres (on internal face only) per post, both holes to be filled with a grey plastic/ nylon plug to prevent water penetration, rails fixed to post with and including 2No. 40 x 4mm a 250mm long fish plate brackets, both holes to be filled with a grey plastic/ nylon plug to prevent water penetration, rails fixed to intermediate post with and including 2No. 40 x 4mm a 250mm long fish plate brackets, bent around half of the post, to ensure adequate grip to the post, end brackets to be used where panels are stepped, and the bottom and top rails on the two ends fixed to brick piers with and including adequate brackets and suitable expansion bolts, posts are planted in a minimum of 15MPa 19mm concrete block 400 x 400 x 750mm deep foundation to be excavated to 850mm deep for top of foundation to be 100mm below natural ground level, including all necessary excavation, backfill, carting away, formwork etc installed complet.	no	32		
2.5.13		Allow for Pedestrian Gate Size 1500mm wide x 2400mm high for the Palisade fence.	no	1		
2.6		<u>BILL NO. 6 - STRUCTURA STEELWORK</u>				
2.6.1		Structural Steel staircase and platform.	t	3.00		
		TOTAL CARRIED FORWARD TO SECTION SUMMARY				

Item	Payment Clause	Description	Page	Amount
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		Page Total brought forward	7	
		TOTAL CARRIED FORWARD TO FINAL SUMMARY		

SECTION 3: ELECTRICAL WORKS

Item	Payment Clause	Description	Unit	Qty	Rate	Amount
3		<u>SECTION 3: ELECTRICAL WORKS</u>				
3.1		<u>BILL NO. 1 - ALTERATIONS AND ADDITIONS TO EXISTING ELECTRICAL INFRASTRUCTURE</u>				
3.1.1		Alterations and addition to Existing Tug Jetty Extension Electrical Kiosk including installation of 10mm ² 4 Core PVC insulated PVC bedded ECC, SWA PVC sheathed 600/1000V cable.	no	1		
3.2		<u>BILL NO. 2 - LOW VOLTAGE DISTRIBUTION</u>				
3.2.1		Design, supply, installation and commissioning of Surface Mounted Low Voltage Type 1 distribution IP69 kiosk as per drawing: in accordance to SANS10142-1.	no	1		
3.2.2		Design, and construction of concrete plinth. Contractor shall co-ordinate plinth details with the new LV Kiosk panel manufacturer.	no	1		
3.3		<u>BILL NO. 3 - CABLE/WIREWAYS</u>				
3.3.1		Supply and Installation of 110mm uPVC sleeves, including trench.	m	200		
3.4		<u>BILL NO. 4 - SUPPLY AND INSTALLATION OF LOW VOLTAGE CABLES</u>				
3.4.1		10mm ² 4 Core PVC insulated PVC bedded ECC, SWA PVC sheathed 600/1000V cable.	m	80		
3.5		<u>BILL NO. 5 - CABLE TERMINATIONS (ALL GLANDS SHALL BE PLUS CORROSION GUARD)</u>				
3.5.1		Size 3 -M32, IP67 Corrosion Guard cable gland.	no	2		
3.6		<u>BILL NO. 6 - MISCELLANEOUS ITEMS</u>				
3.6.1		Allowance for termination & junction boxes, adaptors, reducers and accessories.	Sum	1		
3.7		<u>BILL NO. 7 - TESTING AND COMMISSIONING</u>				
3.7.1		Testing and commissioning of complete Electrical Installation by a certified Electrician (including issuing of COC in accordance to SANS 10412-1).	no	1		
TOTAL CARRIED FORWARD TO SECTION SUMMARY						

DESCRIPTION OF THE WORKS: PROPOSED DIESEL STORAGE TANK AT THE TUG JETTY IN THE PORT OF DURBAN

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		TOTAL CARRIED FORWARD TO FINAL SUMMARY		R -

SECTION 4

MECHANICAL

WORKS

DESCRIPTION OF THE WORKS: PROPOSED DIESEL STORAGE TANK AT THE TUG JETTY IN THE PORT OF DURBAN

Item	Payment Clause	Description	Unit	Qty	Rate	Amount
4		SECTION 4: MECHANICAL WORKS				
4.1		BILL NO. 1 - DIESEL REFUELLING SYSTEM				
		<u>Supply, delivery, installation and commissioning of the following self-bunded tank and stainless steel 316 piping, complete with valves, bends, tees, brackets, supports and all necessary accessories, as per the concept drawings:</u>				
4.1.1		Self-bunded diesel storage tank, 75000L with all safety valves, level sensor and alarm, level indicator, thermostat, vent, and all necessary accessories. The tank shall be mounted on the concrete plinth as indicated on the drawing.	no	1		
4.1.2		Galvanized mild steel platform to be bolted on concrete.	no	1		
4.1.3		Self-priming centrifugal pump (KSB, Gorman, Turbofluid, or similar approved), flowrate 450 L/min, power input 5.5 kW at 380 V. The pump shall comply with zone 1 requirements including spark proof motor.	no	2		
4.1.4		Pipe, DN 80: stainless steel 316 pipe.	m	2		
4.1.5		Pipe, DN 65: stainless steel 316 pipe.	m	190		
4.1.6		Pipe, DN 25: stainless steel 316 pipe.	m	2		
4.1.7		Tee, DN 65 x DN 65: stainless steel 316 pipe.	m	10		
4.1.8		DN 65, 90 degree: stainless steel 316 bends.	no	26		
4.1.9		DN 25, 90 degree: stainless steel 316 bends.	no	2		
4.1.10		DN 80 x DN 65: stainless steel 316 reducer.	no	2		
4.1.11		DN 65 x DN 25: stainless steel 316 reducer.	no	4		
4.1.12		Pressure relief valve, DN 65: stainless steel 316.	no	2		
4.1.13		Basket strainer, DN 65: stainless steel 316.	no	2		
4.1.14		Ball valve, DN 65: stainless steel 316.	no	10		
4.1.15		Check valve (non-return valve), DN 65: stainless steel 316.	no	4		
4.1.16		Pressure gauge, 63 mm diameter - 8 mm connection pipe.	no	2		
4.1.17		Temperature gauge, 89 mm stem - 20 mm connection pipe.	no	2		
4.1.18		Flow meter, 567 L/min maximum flow with meter, register, strainer, preset valve, counter and air eliminator.	no	2		
4.1.19		Diesel filter with 10 micro, filter cartridge.	no	1		
4.1.20		Coupling, DN 65 dry break male dust cap.	no	1		
4.1.21		Bonding cable on manual reel and clamp.	sum	1		
4.1.22		Pipe supports including hot dip galvanized 50 x 50 angle iron and 6mm plate, S/S 316 U-bolts, S/S 316 anchor bolts, S/S 316 nuts and S/S 316 washers as indicated on the drawings.	sum	1		
		TOTAL CARRIED FORWARD TO SECTION SUMMARY				

DESCRIPTION OF THE WORKS: PROPOSED DIESEL STORAGE TANK AT THE TUG JETTY IN THE PORT OF DURBAN

Item	Payment Clause	Description	Unit	Qty	Rate	Amount
		SECTION 4: MECHANICAL WORKS				
4.1.23		Electrical control panel and Instrumentation Including DB enclosure, contactor, overload, fuses, start and stop buttons (pump control), emergency stop, cable rack, internal wiring and schematic diagram.	no	1		
4.1.24		Design and deliver a portable refueling station with an HDG trolley, fuel flow meter, 15m long automatic rewinding hose reel, refueling nozzle, pump start/stop control panel, and emergency stop buttons as per the specifications.	no	1		
4.1.25		DN 65 Flexible stainless steel braided hose, both ends of the hose shall be fitted with an API 100 female dry break coupler.	m	15		
4.1.26		Spill kit suitable to clean up a spill of approximately 60 liters which shall comprise of 30 liters Biozorb peat fibre, 2m boizorb boom, biozorb cushion, 15 off 200 gram oil absorbent pads, one pair gloves and mask, one anti-mist goggles, three heavy duty disposal bags and ties, one each spark proof broom and shovel.	no	1		
4.1.27		Underground Piping: Corrosion protection in the form of plastic wrapping of the steel pipelines shall be performed in accordance with SANS 10129 (Latest edition) "Plastic Tape Wrapping of Steel Pipelines".	m	50		
4.1.28		Aboveground Piping: 1st layer – Epoxy powder spray-applied with electrostatic guns in typical thickness of 80 – 250 µm. 2nd layer – Copolymer bonding layer extruded in typical thickness of 250 µm. 3rd layer – Outer polyethylene layer extruded in typical thickness of 1.2 – 3.5 mm,	m	110		
4.1.29		2x Operator and 2x maintenance staff training in the operation and the maintenance of the refuelling plant.	sum	1		
4.1.30		Acceptance test on the complete plant shall be conducted by the Contractor in the presence of the Employer's representative. The plant will only be accepted by the Employer once the successful operation of the plant has been demonstrated by the Contractor to the satisfaction of the Employer.	sum	1		
4.1.31		Maintenance and operating instructions handbooks.	sum	1		
4.2		BILL NO. 2 - FIRE PROTECTION SYSTEM				
		<u>Supply, delivery and installation and commissioning of the following fire protection system, complete with fire extinguishers, portable foam monitor, and all related signage, brackets, supports and all necessary accessories, as per the concept drawings:</u>				
4.2.1		Portable Extinguishers: 6.8kg dry chemical powder fire extinguishers with mounting brackets and associated accessories.	no	3		
4.2.2		Portable Extinguishers: 9kg carbon dioxide fire extinguishers with mounting brackets and associated accessories.	no	3		
4.2.3		Hose Boxes: Hose boxes completed with two (2) 30m with 30mm couplers and branch pipes including mounting brackets.	no	1		
4.2.5		Fire safety signs and warning signs.	sum	1		
		TOTAL CARRIED FORWARD TO SECTION SUMMARY				

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SECTION 5
PROVISIONAL
SUMS

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DESCRIPTION OF THE WORKS: PROPOSED DIESEL STORAGE TANK AT THE TUG JETTY IN THE PORT OF DURBAN

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FINAL SUMMARY

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Part C3: Scope of Services

PART C3: SCOPE OF WORK

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Annexure C2	Minimum Environmental Standards for Construction (009-TCC-CLO-SUS-GDL-11385.26).	
Annexure C3	Contractor Environmental and Sustainability Specification Guidelines (TRN-IMS-GRP-GDL-014.4)	
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SECTION 1

1 Description of the *Works*

1.1 Executive Overview

The *Works* that the Contractor is to perform consist of mechanical, civil, and electrical engineering at the Tug Jetty in the Port of Durban.

The full extent of the *works* that the *Contractor* is to perform involves, but is not limited to, the following:

- a) Site establishment
- b) Conducting surveys and confirmation of control points
- c) Geotechnical Investigations
- d) Removal and realignment of existing palisade fence
- e) Excavations for the plinth and trenches
- f) Construction of layer works
- g) Construction of the Plint
- h) Installation of storage tank, pumps and pipework
- i) Supply of mobile refueling point
- j) Installation of electrical infrastructure
- k) Supply of portable firefighting equipment
- l) Issuing of Certificate of Compliance, by Master Installation electrician for Zone 1 classified areas
- m) Handover documentation including as-built drawings, quality data books, and equipment operating and maintenance manuals
- n) Installation of Security Fence
- o) Training and technology transfer

The figure below provides a detailed depiction of the Diesel Storage Tank.

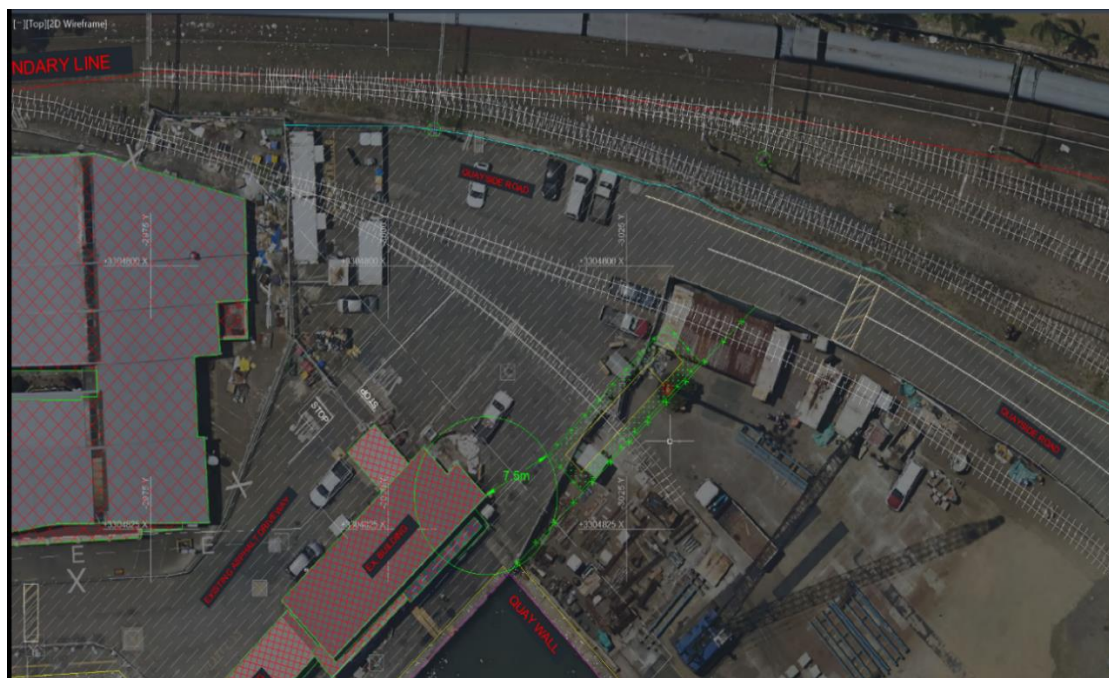


Figure -1: Diesel Storage Tank Site

The Works are within the port boundary between the Bat Centre and R Berth. Operations will take precedence; during the construction phase, the Port will continue its operations, and the entrance between Bat Centre and R-Berth will be open for normal operations. The access to the old Tug Jetty will be open for port operations and services for the Marine departments.

The *Employer's* designs specify a solution for the Installation of the Diesel Storage Tank, which is specified in detail in the drawings provided. The extents of the installation and additional infrastructure shall be in accordance with the drawings.

1.2 Employer's Objectives

The *Employer's* objective are to achieve Completion of the *works* by meeting the Completion Date whilst still maintaining the highest environmental quality and safety standards and minimise disruptions to ongoing port and terminal operations.

Emphasis is placed on the *Employer's* commitment to environmental management and safety and their objectives of "Zero Harm", of achieving a zero LTI and a zero environmental legal contravention during the construction contract.

The *Employer's* project-specific objectives are to:

- Provide Port infrastructure ahead of demand,
- Increase longevity and reliability of Port infrastructure,
- Improve performance and efficiency of Port operations,
- Ensure greater investment in Port infrastructure by creating business opportunities for local contractors and SMME's,
- Maintain road infrastructure to ensure customer satisfaction and operational safety,

1.3 Purpose

The purpose of this document is to outline the scope of services and deliverables that TNPA will require of a *Contractor* with the necessary experience and expertise to install the diesel storage tank at the Tug Jetty with minimal disruption to Port operations. The *Employer* and the Owner of the *works* is Transnet National Ports Authority (TNPA).

1.4 Scope of Work

The scope of works to be provided by the contractor on the Installation of the Diesel Storage Tank project is aimed at improving port operations by improving the refuelling process for the marine crafts. The works includes, but are not limited to:

- a) Establishment of the Contactor's Camp Site
- b) Site Survey
- c) Geotechnical investigation
- d) Designs for temporary works

- e) *Contractor's* designer to provide engineering supervision for the upgrade.
- f) General
 - o Accommodation of traffic
 - o Clearing and grubbing
- g) Drainage
 - o Cleaning and effecting repairs to the existing drainage systems (including inlet and outlet structures)
 - o Diverting of stormwater flow as necessary to effect construction
 - o Construction of new channels and stormwater inlets
- h) Plinth
 - o Design of foundation and plinth
 - o Break-up/Excavate existing road layerworks.
 - o Construction of layerworks
 - o Concrete pouring
- i) Self-bunded Tank
 - o Transportation to site
 - o Installation of self-bunded tank
 - o Quality Inspections
 - o The making good of defects in the works
 - o Pressure and performance tests
 - o Issuing of Certificate of Compliance
 - o Testing and Commissioning
- j) Pipe work and associated infrastructure
 - o Site measurement, workshop fabrication, testing, and coating of stainless steel piping
 - o Laying of associate pipework's
 - o Installation of pumps and valves
 - o Installation of instruments
 - o Design, manufacturing, and delivery of the refueling point which will be mounted on the trolley.
 - o Issuing of Certificate of Compliance
- k) Electrical works
 - o Installation of electrical supply cable from Tug Jetty Electrical Kiosk to New Diesel Bowser Electrical Kiosk
 - o Issuing of Certificate of Compliance
- l) Fire protection
 - o Installation of firefighting equipment
- m) Handover
 - o Testing and Commissioning
 - o Handover documentation including as-built drawings, quality data books and equipment operating and maintenance manuals,
 - o Project handover
- n) Completion / Close-out Report, As-built Drawings, and Maintenance Plan

The Site and background information are further described in Part C4: Site Information. The *Contractor* shall provide the Works in accordance with the technical, health and safety, environmental, quality, industrial relations and programming requirements as set out in the Works Information. The *Contractor* shall not delegate the *works* to any other person who lacks the experience and qualifications to do the *works*.

1.5 Reference Documents

- a) Construction Regulations 2014 of the Occupational Health and Safety Act.
- b) The Assets Maintenance Principles and Procedures, Asset Maintenance Version 4.0, October 2011.
- c) National Ports Act (Act No. 12 of 2005 as amended).
- d) South African National Standards (SANS)
- e) Standard Specification for Road and Bridge Works for State Road Authorities (COLTO), (1998 Edition).



1.6 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
CIRP	<i>Contractor's</i> Industrial Relations Practitioner
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
EO	Environmental Officer
HAW	Hazard Assessment Workshop
HAZOP	Hazard and Operability Study
HSSP	Health and Safety Surveillance Plan
INC	Independent Nominated Consultant
IP	Industrial Participation
IR	Industrial Relations
IPP	Industrial Participation Policy
IPO	Industrial Participation Obligation
IPS	Industrial Participation Secretariat
IRCC	Industrial Relations Co-ordinating Committee
JSA	Job Safety Analysis
Native	Original electronic file format of documentation
NEMA	National Environmental Management Act
NCR	Non-conformance report
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
TNPA	Transnet National Ports Authority
SANS	South African National Standards

SASRIA	South African Special Risks Insurance Association
SES	Standard Environmental Specification
SHE	Safety, Health and Environment
SHEC	Safety, Health and Environment Co-ordinator
SIP	Site Induction Programme
SMP	Safety Management Plan
SSRC	Site Safety Review Committee
COLTO	Committee of Land Transport Officials

2 Engineering and the *Contractor's* design

2.1 *Employer's* design

2.1.1 The Employer designs all parts of the Works, except for the temporary works which are to be designed by contractor during construction. The technical specification of the materials, construction, production, testing, and transport is contained in **Annexure A: Technical Specifications**. The design work for the permanent Works has been undertaken by Transnet National Ports Authority. The Employer's design for the Works is contained in the Works Information and all annexures thereto, including drawings and technical specifications. The Employer's design comprises:

- a) Process design of the system
- b) Layout and specification for the centrifugal dispensing/decanting pump system
- c) Electrical design
- d) Control panel to be located on the portable refuelling unit for remote control of the fuel pumps.
- e) Site layout and locations of the diesel storage tank and associated accessories.
- f) Civil engineering design of pipe culverts and bases
- g) Mechanical engineering design of all pipe-work

2.1.2 Where relevant, 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's* designs shall be approved by an ECSA professionally registered Engineer and accepted by the Supervisor from TNPA.

2.2.2 The *works* shall include, but not be limited to:

- a) All Temporary Works
- b) Civil and structural design of the support plinths for the fuel pumps and the diesel fuel tank.
- c) TNPA and eThekweni Municipality maintenance vehicle Accommodation



d) Traffic Management Plan for all roads affected by the development

2.2.3 The *Contractor* warrants that his workmanship shall be of the highest grade, installed in a practical and quality manner in accordance with Best Practice, ready and complete for full operation upon completion of the *works*.

2.2.4 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 *Employer*.

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

2.3.1 The *Contractor* shall address the following procedures:

a) The *Contractor* shall submit details of his temporary Works, planned traffic accommodation and all other items required for the Works to the *Project Manager* for review and acceptance.

2.3.2 The review period is a minimum of two (2) weeks from the date of receipt of the *Contractor's* design pack, this period can be extended provided both parties "*Contractor* and *Project Manager*" agree in writing to extend.

2.3.3 The *Project Manager* will provide written comments on the *Contractor's* designs for the *Contractor* to clarify or note, the *Contractor* will either incorporate the comments or clarify issues raised and assure the *Project Manager* that the design addresses all issues raised.

2.3.4 Once the review and comments process is finalized, the *Project Manager* will sign off for the acceptance of the *Contractor's* design, drawings and specifications.

NB: It shall be noted that the sign off for acceptance does not relieve the *Contractor* of his responsibility and accountability for his own design.

2.3.5 Documentation Submission in undertaking the 'Works' (including all incidental services required), the *Contractor* shall conform and adhere to the requirements as stipulated in section 7.2.

2.4 Review and Acceptance of *Contractor* Documentation

2.4.1 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 stipulated in Section 7.2.

2.5 Other requirements of the *Contractor's* design

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

Altitude	Sea level
Ambient temperature	0°C to 45°C
Relative humidity	50% to 100%
Atmosphere	Heavy saline
Datum	Chart Datum (Port)

2.6 Use of *Contractor's* design

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

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

2.7 Design of Equipment

2.7.1 The *Contractor* submits his design details for any categories of his proposed principal Equipment to the *Project Manager* for his information only.

2.7.2 The *Contractor* ensures that his Equipment is safe and that it complies fully with the applicable statutory requirements including the relevant provisions of the Construction Regulations.

2.7.3 The *Contractor* provides all qualified operators, special certificates, permits to operate and the like for Equipment as required by the Occupational Health and Safety Act 85 of 1993 and submits to the *Project Manager* for his acceptance prior to using the Equipment on the Site and/or Working Areas.

2.7.4 The *Contractor* indemnifies and holds indemnified the *Project Manager* and *Employer* against any claims and actions that may arise out of the Equipment.

2.8 Equipment required to be included in the *works*

2.8.1 The following equipment shall be made available by the *Contractor* for the completion of the *works*:

- a) Road construction plant for general earthworks and layerworks.
- b) Asphalt milling plant and equipment.
- c) Any other plant and equipment deemed necessary for the completion of the works.

2.9 As-built drawings, operating manuals and maintenance schedules



- 2.9.1** The *Contractor* shall be required to furnish three final copies of each as-built drawing, operating manuals and maintenance schedule (in native and pdf format) to the *Project Manager* one week prior to take over of the *works*.
- 2.9.2** The *Contractor* submits final documentation to the *Project Manager* before Completion. This final documentation is documentation for which no further review is required.
- 2.9.3** The *Contractor* provides specifications in an A4 hard covered, red, grease and waterproof binder, using two ring type binders. The specifications are well indexed, user friendly and must include a summarised table of contents.
- 2.9.4** Drawings and charts larger than A4 are folded to fit in the file mentioned above and enclosed in an A4 plastic pocket.

3 Construction

This section deals with general construction constraints relating to site wide activities.

3.1 Temporary *works*, Site services & construction constraints

- 3.1.1** The *Contractor* complies with the *Employer's* Site entry and security control, permits, and Site regulations.
- 3.1.2** The *Contractor* bears all costs incurred in providing their personnel with ID cards and access permits to the site.
- 3.1.3** 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 to cause the least possible disruption to the *Employer's* operations.
- 3.1.4** 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, etc. for protection, direction and control of traffic.
- 3.1.5** The *Contractor* shall develop a traffic management plan in order to ensure safety in construction as well as to minimise the interference to operations and Others.
- 3.1.6** The *Contractor's* personnel and Sub-Contractor's on site are restricted from accessing areas outside the approved Working Area.
- 3.1.7** 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.
- 3.1.8** The *Contractor* complies with the following hours of work for his people (including Sub-Contractors) employed on the Site:
- Monday to Friday: 07h00 to 17h00
 - Saturday and Sunday: 07h00 to 14h00

NB: Should the *Contractor* wish to deviate from the above working hours, a formal request shall be submitted to the *Project Manager* for approval two weeks prior to the start date of the deviation.

3.1.9 The *Contractor* ensures that all his construction staff, labour and Equipment remains within his allocated and fenced off construction area.

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

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

3.1.12 Prior to bringing Equipment to Site the *Contractor* will be required to notify the *Project Manager* as per the NEC3 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 to Site once the *Project Manager* issues approval in writing.

3.1.13 All the *Contractor's* staff and labour comply with the *Employer's* operational safety requirements and are equipped with all necessary PPE and high visibility apparel. When working within two meters of the quay wall, the necessary floating apparel should be worn at all times.

3.1.14 The *works* are located on the road being used by maintenance vehicles and the *Contractor* shall organise his work to cause the least possible inconvenience to the operations in this area. The *Contractor* is reminded that operations are of considerable economic importance to the country and, therefore, the *Contractor* is expected to plan accordingly due to continuous traffic on this particular road.

3.2 Health and safety facilities on Site

3.2.1 All health and safety matters associated with the *Works* shall be dealt with in accordance with Occupational Health and Safety Act (Act No. 85 of 1993) and the Transnet National Ports Authority Health and Safety Specifications contained in **Annexure B: Project Health and Safety Specifications**.

3.2.2 The *Contractor* performs the *Works* and all construction activities within the Site and Working Areas in accordance with the CHSMP.

3.2.3 The *Contractor* complies with the requirements stated under section 6.3.

3.2.4 The *Contractor* complies with the CEMP, SES and PES in the construction of the *works*, all as described under paragraph 6.4 of C3.1 *Employer's Works Information*.

3.3 Title to Materials from demolition and excavation

3.3.1 The *Contractor* has title to all Materials arising from excavation and demolition in the performance of the *works* in accordance with ECC Clause 73.2

3.3.2 The removal and disposal of the existing asphalt surfacing, existing layerworks and any spoil material remains the responsibility of the *Contractor* and must be disposed at a licenced landfill site. Proof of safe disposal must be provided.

3.3.3 The Contractor has no title to an object of value or of historical or other interest within the site. The title to such Material/Object (as referenced herein) will be remaining with the *Employer*. The *Project Manager* shall instruct the *Contractor* how to label, mark,



set aside and/or dispose of such Materials/Object for the benefit of the *Employer* in accordance with ECC Clause 73.1.

3.4 Cooperating with and obtaining acceptance of Others

- 3.4.1** The *works* will be performed in a port operational environment. The access to the Old Tug Jetty must remain accessible for marine and maintenance vehicle for the duration of the Contract.
- 3.4.2** At least some of the Site work may take place while the adjacent areas will be in operation. The Contractor shall take all necessary steps for his Works not to interfere with operations and to ensure that normal traffic flow of the operational terminal is not obstructed.
- 3.4.3** The *Contractor* performs the *works* and co-operates with the *Employer* (including the agents of the *Employer*) who operates on Site during the duration of the Contract period.

3.5 Publicity and progress photographs

- 3.5.1** The *Contractor* obtains the permission and approval of the *Project Manager* before erecting any notice boards.
- 3.5.2** The *Contractor* provides progress photographs at bi-weekly progress meetings in a CD format or uploaded to a virtual drive.
- 3.5.3** Progress photographs are to be taken with a high-resolution camera or drone camera, preferably 1440p or 2160p resolution. The *Contractor* obtains permission and approval from the *Project Manager* before each drone voyage.
- 3.5.4** 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.

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

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

- 3.5.5** The digital photographic Equipment used shall be intrinsically safe.
- 3.5.6** The Contractor treats all information gained through his appointment on this project as strictly confidential. The Contractor is not allowed to prepare or present any paper, publish any article in a technical journal, or derive publicity for his business which makes any reference to any aspect of the work on this project unless the Employer grants special permission, in writing, for the purpose.
- 3.5.7** 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*.

3.6 **Contractor's Equipment**

This section deals with general requirements relating to the *Contractor's* Equipment.

3.6.1 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.

3.6.2 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.

3.6.3 The *Contractor* shall submit a comprehensive list of Equipment, intended to complete the *works*.

The use of all 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.

3.6.4 The *Employer* does not provide any Equipment for the *Contractor*.

3.6.5 The *Contractor* provides all qualified operators, special certificates, permits to operate and the like for Equipment as required by the occupational Health and Safety Act 85 of 1993 and submits to the *Project Manager* for his acceptance prior to using the Equipment on the Site and/or Working Areas.

3.7 **Site services and facilities**

3.7.1 The *Contractor's* 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 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*.

3.7.2 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.

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

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

3.8.1 For the duration of the Contract, the *Employer* will provide with an area, free of charge, for the *Contractor* to establish his offices, lay down areas, stores, workshops, and other *Contractor's* Equipment.

3.8.2 The *Contractor* ensures that this site establishment area is compliant with the relevant safety regulations and restrictions, is clearly sign posted, and has a suitable security fence, lighting and the necessary access control gates.

3.8.3 The *Employer* provides connection points for services such as water, power etc. The *Contractor* is responsible for his own connection to the *Employer's* services AND for the reticulation of his services from the connection point. The cost of meters, connections, reticulation and all other usage costs associated with the provision of services are for the *Contractor's* account.

3.8.4 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*.

3.9 Facilities provided by the *Contractor*

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

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

3.9.2 The *Contractor* shall ensure that his Site establishment area is compliant with the relevant safety regulations and restrictions and is clearly sign posted.

3.9.3 All costs for preparation of the Site establishment area shall be for the *Contractor's* account.

3.9.4 The *Contractor* shall submit details of the layout of his Site establishment to the *Project Manager* for his acceptance.

3.9.5 The *Contractor* shall be responsible for his own connection to the *Employer's* services and for the reticulation of his services from the connection point. The cost of meters, connections, reticulation and all other usage costs associated with the provision of services shall be for the *Contractor's* account.

3.9.6 The *Contractor* shall provide the *Project Manager* with a "Certificate of Compliance" ("COC"), by an "accredited" person as defined by the OHS Act, in respect of his Construction Power electrical installation. The *Project Manager* shall only make construction power available upon receipt of the COC.

3.9.7 The *Supervisor* (or his nominated representative) shall conduct routine inspections of the *Contractor's* construction power reticulation and power tools. If found to be unsafe and/or non-compliant with statutory requirements, the electrical power supply shall be disconnected until the *Contractor* rectifies all defects.

3.9.8 Wherever the *Contractor* provides facilities and all items of Equipment, involving, inter alia, office accommodation, Plant and Material storage, etc., within the Working Areas, the *Contractor* shall make good and provide full reinstatement to the land (including all apparatus of the *Employer* in, on or under the land) and surrounding areas to its original standard, upon dismantling of such facilities and items of Equipment.

3.9.9 Upon completion, and within 2 weeks of the date of acceptance of the works, the *Contractor* shall completely remove from the Site and Working Areas all his Equipment, including the foundations of any structures, stores, office accommodation or any other asset belonging to him, and shall leave the Site and Working Areas in a tidy condition to the satisfaction of the *Project Manager*.

3.9.10 No excess or discarded materials or Equipment shall be buried or dumped within the port boundary.

3.9.11 Demolition of all temporary structures surfaces etc. shall be first approved by the *Project Manager* prior to the work being carried out.

3.9.12 The *Employer* shall not provide any security for the Site and working areas. The *Contractor* shall provide same and indemnifies and holds indemnified the *Project Manager* and *Employer* against any claims and actions that may arise out of Site and Working Area security.

3.9.13 The *Contractor* shall sign the in-survey and out-survey and furnishes copies in accordance with the CDS to the *Project Manager* for record purposes.

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

3.9.15 Unless expressly stated as a responsibility of the *Employer* as stated under 5.1.11 Site services and facilities, all residual requirements for the provision of facilities and all items of Equipment necessary for the *Contractor* to Provide the *Works* remains the responsibility of the *Contractor*.

3.10 Existing premises, inspection of adjoining properties and checking work of Others

3.10.1 The *Contractor* is required to conduct detailed physical inspections and photographic surveys to record the condition of the surrounding area, including the condition of existing facilities, premises and machinery/equipment. The *Contractor* shall submit to the *Project Manager* a detailed condition and photographic survey report. On completion of the project the *Contractor* and the *Project Manager* will do a physical inspection of the surrounding area to ascertain the condition after construction, the inspection and photographic report will be used as the reference document.

3.10.2 The *Contractor* will be held responsible for any damage to existing structures and surfacing caused by the *Contractor* during the execution of the contract; fair wear and tear excluded, and shall repair it to the satisfaction of the *Supervisor* on conclusion of the *works*. For this purpose, a joint inspection with the *Supervisor* will be carried out prior to occupation of the site(s) and any existing damage noted.

3.10.3 Survey control and setting out of the works



Immediately after the starting date, and prior to final design, the *Contractor* shall survey the complete site of final operation of the equipment or, if the site of final operation is not completed yet, obtain the necessary site arrangement and interface drawings from the *Project Manager*. This survey serves to confirm dimensions and relative positions of all things, existing or to be supplied by Others, that will interface with the equipment, for example location of electrical power supply points.

It is the *Contractor's* responsibility to ensure that the equipment supplied in terms of the contract interfaces successfully with all existing infrastructure.

Any deviation from the data supplied by the *Employer* in the *Works* Information must be brought under the attention of the *Project Manager* and discussed and finalised with the *Project Manager* prior to final design of the equipment.

3.10.4 Excavations and associated water control

All excavations deeper than 1.0m below ground level or as otherwise indicated by the Employer's Safety Officer and Supervisor in terms of the current Construction Regulations, shall either be fully shored or the sides shall be battered back to a safe angle as determined by the strength of the soil and approved by the Supervisor.

Shallow ground water may be encountered in the excavations. Where this occurs, the Contractor is to provide suitable de-watering equipment. The discharge from the dewatering equipment must be controlled in accordance with the requirements of the Standard Environmental Specification and Construction Environmental Management Plan. Discharge directly into the storm water drainage system or into the sea is **not permitted**.

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

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

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

3.11.3 The *Project Manager* shall provide the *Contractor*, as a guide only, with drawing(s) showing various known existing underground services for his information. It is however possible that there are other existing services, which are not reflected, and which may affect the *works*.

3.11.4 The *Contractor* shall conduct proving trenches before excavation work using machinery to ensure underground services are identified and protected before any excavations.

3.11.5 The *Contractor* shall establish the location of the various existing services situated within the Site and Working Areas and records all such information on "marked-up" drawing(s) which remain available for reference at all times.

3.11.6 The *Contractor* shall exercise due care and attention in carrying out any excavation work to avoid damage or disruption to existing services. The *Contractor* shall consult the *Project Manager* prior to undertaking any excavation work.

3.11.7 Should the *Contractor* fail to exercise the requisite care and attention in carrying out the excavation work, then the *Contractor* shall be held liable for any claims arising out of damage caused by such excavation.

3.12 Control of noise, dust, water and waste

3.12.1 Before moving Equipment onto the Site and Working Areas and commencing operations, the *Contractor* submits his proposed methods of construction which demonstrate the measures taken to avoid and or reduce any nuisance arising from dust, noise and vibration for acceptance by the *Project Manager*.

3.12.2 All Site activities must comply with the relevant parts of legislation.

3.13 Giving notice of work to be covered up

3.13.1 The *Contractor* notifies the *Supervisor* in writing of any elements of the *works* which are to be covered up. This notification is given not less than 24 (twenty-four) hours prior to the proposed covering up.

3.14 Completion, testing, commissioning and correction of Defects

3.14.1 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
As built drawings of the completed upgrade per discipline	Within 2 days prior Completion.
Certificates of Compliance,	Within 2 days prior Completion.
Testing and commissioning certificates and data sheets	Within 2 days prior to Completion.
Maintenance plan	At Handover

3.14.2 Use of the works before Completion has been certified

In terms of Clause 35.2 in ECC the Employer may use any part of the works before Completion has been certified. This is due to the need to continuously use the road for maintenance vehicles.

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

None.

3.15 Materials facilities and samples for tests and inspections

3.15.1 The *Contractor* to provide all materials, facilities and apparatus required for any test and /or inspections required by the Works Information.

3.15.2 The *Contractor* to provide samples as required by the Works Information.

3.15.3 The *Employer* provides nothing.

3.16 Testing and Commissioning

3.16.1 Testing and commissioning are detailed in **Annexure A – Technical Specifications**.

3.17 Take over procedures

3.17.1 Takeover is after or at the same time as Completion. The *Employer* may require the *Contractor* to provide assistance, security personnel on a temporary basis etc.

3.17.2 The *Contractor* provides the assistance to the *Employer* as deemed necessary by the *Employer*, in terms of the contract:

3.17.3 The *Contractor* ensures that the documentation as described under paragraph 7.2 of the *Works* Information is presented to the *Project Manager* before Completion.

3.17.4 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*.

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

3.18.1 The *Contractor* complies with the following constraints and procedures of the *Employer* where the *Project Manager* arranges access for the *Contractor* after Completion: The *Contractor* will be required to undertake certain procedures before such access can be granted this will include but not limited to:

- a) Safety requirements, develop method statement and risk assessment
- b) Undergo TNPA inductions in order to obtain access permits
- c) Obtain access permits from TNPA permit office

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

- a) Limited working space available for the Contractor to perform defects corrections

3.19 Operational maintenance after Completion



3.19.1 The *Contractor* performs no further operational maintenance in relation to the *works* after Completion.

4 Plant and Materials Standards and Workmanship

4.1 Investigation, Survey and Site Clearance

- 4.1.1** The Contractor will be responsible for setting out of the works. Site clearance methods are required to comply with Environmental Policy.
- 4.1.2** The *Contractor* validates the information provided by the *Project Manager* and records all existing and final levels on a survey drawing and presents this to the *Project Manager* for acceptance.
- 4.1.3** Prior to commencing the *works* the *Contractor* records any defects or inaccuracies related to the existing nearby road surface, fencing, security building, old tug jetty, and gates and presents this record to the *Project Manager* for acceptance. Only items recorded in this manner will be accepted as having pre-existed the Works and the remedying of all other damage will be the *Contractor's* responsibility and for his cost.

4.2 Workmanship

- 4.2.1** The Contractor shall ensure that all sub-Contractors have obtained a copy of the Work Information requirements and that the sub-Contractors have thoroughly familiarised themselves with the contents of the Works Information. The Contractor shall also ensure that all sub-Contractors are suitably qualified and experienced to carry out the work for which they have been sub-contracted.
- 4.2.2** The Project Manager may, at his discretion, require a Quality Audit of sub-contractor(s) to ensure that the sub-Contractor(s) have the necessary management, facilities, and skilled staff and quality control facilities to carry out the works to ensure compliance with the Works Information.
- 4.2.3** The Contractor shall accept full responsibility for the quality of his sub-Contractor(s) work and of materials used, irrespective of any quality surveillance that may be carried out by the Project Manager

5 Materials

5.1 Mechanical

Please refer to Annexure A for a detailed Work's Information

5.2 Structural

Please refer to Annexure A for a detailed Work's Information

5.3 Civil Engineering

Please refer to Annexure A for a detailed Work's Information

5.4 Electrical Engineering

Please refer to Annexure A for a detailed specification

5.5 GEOTECHNICAL ENGINEERING

None

5.6 Standardised Specifications

4.3.1 The Standard Specifications for Road and Bridge Works for State Road Authorities 1998 prepared by the Committee of Land Transport Officials, (COLTO), as amended, shall apply to this contract.

5.6.2 The term "project specification" must be replaced by the term "scope of work" wherever it appears in these standardised specifications. Should any requirements of this Works Information conflict with the requirements of the Standardised Specification, the requirements of this Works Information prevail.

6 List Of Drawings and Documents

6.1 Drawings and documents issued by the *Employer*

This is the list of drawings and documents issued by the *Employer* at or before the Contract Date and which apply to this contract.

Note: Some drawings and documents may contain both Works Information and Site Information.

Drawing Number	Annexure	Title
Civil and Structural		
XDN.E.0053-000-C-LA-0001-01- 0C	D	Civil Layout
XDN.E.0053-1-100-S-LA-0001-01	D	Foundation Detail
Mechanical		
XDN.E.0053-000-M-DE-0001-01-0C	D	Diesel Storage and Pumping System Layout
XDN.E.0053-000-M-PI-0002-01-0C	D	Process and Instrumentation Layout
XDN.E.0053-000-M-LA-0003-01-0C	D	Fire Protection Layout
Electrical		
XDN.E.0053-000-E-LA-0001-01-0C	D	Electrical Layout
Document Number	Annexure	Title
Mechanical		
ENG-SP-0001-00	A	Refuelling Technical Specifications (Returnable)
XDN.E.0053-000-DS-0001	A	Pressure Indicator Datasheet
XDN.E.0053-000-DS-0002	A	Swing Check Valve Datasheet
XDN.E.0053-000-DS-0003	A	Ball Valve Datasheet
XDN.E.0053-000-DS-0004	A	Self-Priming Pump Datasheet
Electrical		



TPD: 004-EARTHINGSPEC	A	Specification for earthing and the protection
TPD: 002-DBSPEC	A	Specification for low-voltage distribution boards
Civil		
XDN.E.0053-000-DS-0005	A	Civil Engineering Works – Structures
Structures		
XDN.E.0053-000-DS-0005	A	Civil Engineering Works – Civil

SECTION 2

7 Management and start up

7.1 Management meetings

7.1.1 It is the *Employer's* specific intention that the Parties and their agents use the techniques of partnering to manage the contract by holding meetings designed to proactively and jointly manage the administration of the contract with the objective of minimising the adverse effects of risks and surprises for both Parties.

7.1.2 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:
Kick-off meeting	Once off at the start of the contract	Queen's Warehouse Boardroom / Virtual	<i>Project Manager</i> (and appropriate key persons) and <i>Contractor</i>
Risk register and compensation events	Bi-weekly or as soon as risks have been identified	On Site / Virtual	<i>Project Manager</i> (and appropriate key persons) and <i>Contractor</i>
Overall contract progress and feedback	Bi-weekly	Queen's Warehouse Boardroom / On Site / Virtual	<i>Project Manager</i> (and appropriate key persons) and <i>Contractor</i>
Safety meetings	Monthly	On Site	Construction Manager (and key persons), Safety Manager and <i>Contractor</i>

7.1.3 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.

7.1.4 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.

7.1.5 The *Contractor* attends management meetings at the *Project Manager's* request as set out in the table above. At these meetings the *Contractor* presents all relevant data including safety, health and environmental issues, progress reports, quality plans, Sub-Contractor management reports, as may be required.

7.1.6 Due to the current Covid-19 global pandemic, the *Contractor* must have the necessary equipment and software to conduct any of the above meetings virtually through the use of Microsoft Teams.

7.2 Documentation Control

- 7.2.1** 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 (refer DOC-STD-0001).
- 7.2.2** 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.
- 7.2.3** All documentation requirements for the works will be dealt with in accordance with TNPA document system extracted from the Standard Project Protocol document (SPP).
- 7.2.4** The Head of Documentation Control shall be the Management Representative for Quality (MRQ). The Document Controller shall provide assurance that all project related documents shall be fully controlled.
- 7.2.5** All project related incoming and outgoing e-mails, faxes, letters, documents and drawings shall be copied to the Document Controller and *Project Manager*. The Document Controller shall allocate a reference and sequence number, and file the documents electronically within 48 hours of receipt.
- 7.2.6** Drawings shall be issued as per *Project Manager's* requirements to Documentation Control. Document Controller shall register drawings and issue with an electronic document transmittal.
- 7.2.7** All project related incoming and outgoing correspondence (internal Origin) shall be sent to Documentation Control for date stamping and distribution as per the *Project Manager's* and/or *Supervisor's* requirements. This shall exclude e-mails.
- 7.2.8** All incoming documents (external origin) shall be forwarded to the Documentation Control for scanning, filing, including reference, sequential number allocation and registration.
- 7.2.9** Outgoing documents of external origin shall be forwarded to the Documentation Control with the Request Instruction Forms. The Document Controller shall register the documents and issue a transmittal note.

7.3 Safety risk management

- 7.3.1** 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 & Safety Act, 1993 (Act No. 85 of 1993) and the Project Specific Health and Safety Specifications contained in **Annexure B** to this Works Information.
- 7.3.2** 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.



- 7.3.3** 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.
- 7.3.4** 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*.
- 7.3.5** The *Principal Contractor* ensures that its 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.
- 7.3.6** 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:
- 7.3.7** 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 also 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.
- 7.3.8** The CM specific tasks are:
- a) Implement the Employers safety management system.
 - b) Monitor Contractor's compliance to the CHSMP.
 - c) Ensure risk is at an acceptable level
 - d) Ensure the Contractor's workforce and Construction Management Team is competent.
- 7.3.9** The PSSM is responsible for ensuring that the Contractor complies with the SMP. The PSSM acts on behalf of the Project Manager.
- 7.3.10** The PSSM specific tasks are:
- a) Ensure that the overall project safety requirements are complied with
 - b) Provide guidance on safety related issues arising during the execution of the project
- 7.3.11** The *Contractor* makes the SMP available to its employees and Sub-Contractors in the *language of this contract*.

7.4 Environmental constraints and management

- 7.4.1** All work is to be conducted in accordance with the principles of the National Environmental Management Act, 1998 (Act no 107 of 1998) but not limited to other applicable regulations, municipal bylaws e.g. schedule trade and occupations bylaws as well as the accepted environmental good practice.



7.4.2 All required licences and permits must be obtained by the *Contractor* from relevant authorities prior to the commencement of project activities where applicable.

7.4.3 The following documents, included as Annexures 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
- Standard Operating Procedure for Construction Environmental Management (SEM SOP)
- (009-TCC-CLO-SUS-11386).
- Minimum Environmental Standards for Construction (MERC) (009-Tcc-Clo-Sus-Gdl-11385.26)
- Contractor Environmental and Sustainability Specification Guidelines (CESSG)
- TRN-IMS-GRP-GDL-014.4

The *Contractor* must also comply with the following documents:

- EA : 14/12/16/3/3/1/3138
- *TNPA list of approved waste services contractors*
- *TNPA Asbestos Management Plan*
- EThekweni Municipality *Schedule Trades and Occupations Bylaws*
- EThekweni Municipality *Interim Code relating to fire prevention and Flammable liquids and substances*

7.4.4 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 6.4.3 above. The CEM SOP describes the main roles and responsibilities of the project team with respect to Environmental Management.

7.4.5 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.

7.4.6 The 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 CESSG. The PES may require higher minimal standards than those described in the SES 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.

- 7.4.7** The above requirements shall be applicable to the main *Contractor*, its service providers and suppliers. The Contractor must comply with all the requirements of the CEM SOP, CESSG and PES as mentioned in section 6.4.3 above.
- 7.4.8** The *Contractor* must 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 at least 3 years work experience in environmental management within the construction environment.
- 7.4.9** The roles and responsibilities of the Contractor's EO are stated in CEM SOP. The contractor's EO must be 100% full time on site during working hours.
- 7.4.10** The *Contractor* will be required to submit an environmental file to TNPA post award of tender. Particular requirements of the Employer will be made known on award of the contract. Site access certificate shall not be granted until the environmental file has been approved by the *Employer*.
- 7.4.11** The overarching obligations of the *Contractor* under the CEM SOP 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 SHE Officer
- s) Closure of construction laydown area

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 CEM SOP. 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 suppliers 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 be at least 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 Specialist.

7.4.12 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*.

7.4.13 During the construction period, the *Contractor* complies with the following:

A copy of the CEM SOPP, CESSG and PES shall be available on Site, and the *Contractor* shall ensure that all the personnel on Site (including Subcontractors and their staff) as well as suppliers are familiar with and understand the specifications. The contractor and its subcontractor

Where applicable, the *Contractor* shall provide job-specific training on an *ad hoc* basis when workers are engaged in activities, which require method statements.

The *Contractor* shall be responsible for rehabilitating and cleaning all areas to the satisfaction of the TNPA Environmental Manager or Environmental Specialist 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.

The *Contractor* must ensure that its Subcontractors comply with the Environmental Specification.

The *Contractor* must appoint the waste removal Service Providers who is licenced to operate within the Ports as provided in the TNPA list of Waste Services Contractors.

The *Contractor* or Subcontractors 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.

The Contractor must comply with TNPA Asbestos Management Plan should asbestos contamination be uncovered during excavation.

7.5 Quality assurance requirements

- 7.5.1** The *Contractor* complies to QAL-STD-0001 and shall have, maintain and demonstrate its use to the *Project Manager* (and/or the *Supervisor* to satisfy the requirements of the contract. A 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*).
- 7.5.2** 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:
- a) Project Quality Plan (PQP) for the contract;
 - b) Quality Control Plans (QCP)
 - c) Quality Policy
 - d) Index of Procedures to be used; and
 - e) A schedule of internal and external audits during the contract
- 7.5.3** 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.
- 7.5.4** 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*.
- 7.5.5** The 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.
- 7.5.6** The Quality Policy means the *Contractor's* statements, which outlines strategy, methodology, resources allocation, Quality Assurance and Quality Control co-ordination activities to ensure that the works meet the standards stated in the Works Information.
- 7.5.7** The Procedures means the *Contractor's* systems for management of:
- a) Documentation Control
 - b) Design Control
 - c) Procurement
- 7.5.8** The inspection and testing means:
- a) Quality Control Plans
 - b) Inspection Points
 - c) Schedule of Inspections
 - d) Field Inspection Checklists
 - e) Inspection notification
 - f) Inspection and testing
 - g) Inspection release

- h) Special processes
- i) Welding Procedures
- j) Material traceability and certification

7.5.9 Material Traceability

Where, and to the extent that material traceability is required, the *Contractor* shall provide its procedures for the maintenance of material identification throughout all phases of manufacture. Methods of identification, routines for re-stamping or stencilling as appropriate shall be defined and agreed with the *Project Manager*.

Adequate records shall be maintained throughout construction enabling traceability of key materials from final product back to original material certificates. The material traceability records shall form part of the Data Pack. The *Contractor* shall prepare a schedule of materials and equipment that are subject to traceability requirements.

7.5.10 As-built documentation, Maintenance and Operating Manuals

The *Contractor* ensures that the documentation as described in the Works Information is presented to the *Project Manager* before Completion.

The *Contractor* ensures that the *Project Manager* has a full and accurate dossier of As-built documents that represent the Scope of Works that reflect the status of the completed Works, General Layouts and Detail Drawings to present to the Employer.

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

7.5.11 Training and technology transfer

The *Contractor* facilitates the following requirements for training Workshops after Completion for the Works in use:

The *Contractor* shall provide training for the *Employer's* selected staff in the maintenance and operations of all specialised Plant and Systems. The Training shall be comprehensive with printed training manuals and electronic copies of such manuals made available to each delegate.

7.5.12 Third Party testing on imported materials.

Where directed by the Supervisor, the Contractor makes arrangements for samples of the imported materials he intends to use in the works to be tested by an independent testing authority. The frequency of tests shall be, at a minimum, 10% of the total number of items supplied.

7.5.13 Sub-contractors and Suppliers

The Contractor shall provide a list of their approved Sub-contractors and Suppliers to the Project Manager. This register shall identify materials where special conformations are required to avail QC inspection and certification. Sub-contractors and Suppliers are obligated to adhere to the same conditions of contract as the Contractor.

All the proposed Sub-contractors shall be submitted to the Project Manager for acceptance.

The proposed Suppliers and Sub-suppliers of pre-fabricated items and materials where special conformations are required shall be submitted to the Project Manager for acceptance.

7.6 Programming constraints

- 7.6.1** The Contract programme, progress reports, subsequent updates, revisions and supplementary programmes as detailed in this section are an essential part of the project control system used by the Employer for managing the Works and in monitoring the progress of the work under the Contract. Key Dates and Completion Dates as defined in the Contract Data are incorporated into the programme.
- 7.6.2** The *Contractor's* Detailed Programme, which complies with the requirements as indicated in the *Works* Information, shall be submitted in both hard and soft copy forms. Primavera version 6.2 or similar is being used by the Employer for Planning on the Project. The Contractor shall use a suitable computerised planning package, as approved by the Project Manager, which is compatible with Primavera version 6.
- 7.6.3** The Critical Path Method (CPM) technique of planning and scheduling must be used for the Contract. The Contractor shall provide programmes showing the critical path(s), together with a total float report for acceptance by the Project Manager.
- 7.6.4** The *Contractor* shows on each programme he submits to the *Project Manager*, the requirements of the CEMP, SES, PES and SMP as described under paragraph 7.2 of the Works Information, together with the associated environmental method statements.
- 7.6.5** The *Contractor* shows on each programme he submits to the *Project Manager*, the requirements of paragraph 6.3 of the Works Information relating to health and safety issues need to be highlighted on the programme; paragraph 2 design issues and paragraph 7 procurement issues, but the Project Manager might require various mandatory statements (e.g.) in relation to Equipment design and/or assembly / dismantling.
- 7.6.6** The *Contractor* complies with the *Employer's* programme requirements and NEC requirements when he submits his first programme.
- 7.6.7** The *Contractor* presents his first programme and all subsequently revised programmes (see ECC Clauses 31.2 and 32.1) in hard copy format and in soft copy format.
- 7.6.8** The *Contractor* shows on his Accepted Programme and all subsequently revised programmes schedules showing the critical path or paths and all necessary logic diagrams demonstrating sequence of operations.

7.6.9 The *Contractor's* programme shows duration of operations in working days.

7.6.10 The *Contractor's* programme shows the following levels:

- Level 1 Master Schedule – defines the major operations and interfaces between engineering design, procurement, fabrication and assembly of Plant and Materials, transportation, construction, testing and pre-commissioning, commissioning and Completion.
- Level 2 Project Schedule – summary schedules 'rolled up' from Level 3 Project Schedule described below
- Level 3 Project Schedule – detailed schedules generated to demonstrate all operations identified on the programme from the starting date to Completion. Individual operations will be assigned a code. The *Project Manager* notifies any subsequent layouts and corresponding filters on revised programmes
- Level 4 Project Schedule – detailed discipline speciality level developed and maintained by the *Contractor* relating to all operations identified on the programme representing the daily activities by each discipline
- A narrative status report, which includes status and performance of operations on the Site and Working Areas; status and performance of operations outside the Working Areas; manpower histograms; S-curve of overall progress; critical action items (top 10) and deviations from the Accepted Programme and action plan to rectify.

7.6.11 The *Contractor* shows on each revised programme he submits to the *Project Manager* a resource histogram showing planned progress versus actual, deviations from the Accepted Programme and any remedial actions proposed by the *Contractor*.

7.6.12 The *Contractor* submits programme report information to the *Project Manager* at weekly intervals in addition to the intervals for submission of revised programmes stated under Contract Data Part One.

7.6.13 The *Contractor's* weekly programme narrative report includes:

- Level 4 Project Schedule – showing two separate bars for each task i.e. the primary bar must reflect the current forecast dates and the secondary bar the latest Accepted programme.
- 3-week Look ahead Schedule - showing two separate bars for each task i.e. the primary bar must reflect the current forecast dates and the secondary bar the latest Accepted programme.
- Manpower Histogram – reflecting actual, forecasted and planned activities
- S-curves – reflecting the actual percentage complete versus the planned percentage for the overall contract utilising the earned values as calculated by the detailed progress report.

Others operate on Site during the execution of the project.

7.6.14 Programme submission

A draft copy of the *Contractor's* First Programme shall be submitted with the Tender Document returnable and shall comply with the requirements as indicated in the *Works Information*.

7.6.15 Contract programme (baseline)

The *Contractor's* First Programme, agreeing with the tender submission, shall become the "Contract Programme" or "baseline" against which actual time performance will be compared. Once the baseline has been established, all subsequent programmes will have baseline (target) bars shown against each activity. This programme will be used as the basis on which all variations, extensions of time and changes to methods of delivery shall be assessed.

Identified deviations from the baseline shall be addressed by the *Contractor* by either demonstrating that the deviation does not constitute a problem to the overall *Contractor's* Programme or providing a course of action to remedy the deviation.

All revisions to the contract programme shall be prepared by, and at the cost of, the *Contractor*.

7.6.16 Supplementary programmes

The *Employer* may at any time, and at the cost and expense of the *Contractor*, direct the *Contractor* to produce supplementary programmes to highlight a particular aspect of the work under the Contract. The *Employer* shall not unreasonably request supplementary programmes. Revised programme to be submitted with each Compensation Event, clearly highlighting time impact on the critical path.

7.6.17 Progress monitoring and review

Monitoring and review of the progress of work under the Contract shall consist of an assessment of all activities currently in progress. The following shall be determined:

- percentage complete;
- forecast completion date;
- deviations from the baseline programme; and
- actions required to remedy any deviations.

Weekly progress assessment shall be conducted by the *Contractor* to assist with control of the work under the Contract. The *Contractor* shall provide this information upon request from the *Project Manager*, however any identified deviations shall be automatically reported to the *Project Manager*.

The *Contractor* shall, on a fortnightly basis, update the contract programme and the progress S-curves and submit it to the *Project Manager*.

7.6.18 Monthly status report

The *Contractor* shall provide a written status report by the last working day of each month or such other reporting period as may be required by the *Project Manager* from

time-to-time. The report shall summarise progress and problems encountered during that month in respect of all parts of the work under the Contract.

As a minimum the report shall include:

- progress against the Accepted Programme;
- list of milestones achieved during the period;
- status of design, procurement, and off-factory *Works*;
- status of factory *Works*;
- deviations from the contract programme "baseline", and in particular, the forecast completion dates of activities which have or should have commenced;
- status of approvals;
- actual or anticipated problems with corresponding action plans to minimise the impact;
- summary of *Works* planned for the following period;
- a report on progress of any off-site manufacturing activities of the *Contractor*.

The status report shall state the current percentage progress of each major piece of equipment as applies at that date. Each report shall state the actual completion date for those manufacturing activities completed in the last reported period shall advise the anticipated completion date for each major piece of equipment and shall comment on any delay or variance with respect to scheduled progress.

The *Contractor* shall also report his calculated overall completion percentage for each Subcontract at each report date.

7.7 *Contractor's* management, supervision and key people

7.7.1 The *Contractor* employs a Health and Safety Officer and an Environmental officer as key persons under ECC Clause 24.1

7.7.2 The Environmental and health and Safety officers reports to the SHEC on the Site. The Contractor's Environmental Officer 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 SCHEO provides the Project Manager with all environmental method statements.

7.7.3 The Contractor's Environmental Officer tasks are:

- Daily, weekly and monthly inspections of the Site and Working Areas. The Contractor is to monitor compliance with the CEMP (to include the SES and PES) and the environmental method statements submitted to the Project Manager.
- Reporting of any 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 Contractor's Environmental Officer submits daily, weekly and monthly checklists to the SHEC.

7.7.4 The Contractor's Environmental Officer and Health and Safety Officer submits daily, weekly and monthly checklists to the SHEC.

7.7.5 The *Contractor* employs a CIRP as a key person under ECC Clause 24.1.

7.7.6 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*.

7.7.7 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; and

7.7.8 The *Contractor* employs an HSR as a *key person* under ECC Clause 24.1

7.7.9 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.

7.7.10 The minimum key people required by the *Employer* for this project are indicated as follows:

Key People	Qualifications & Experience
Project/ Construction Manager	• The Project/Construction Manager should have a relevant qualification in engineering/ Project Management/Construction Management. • The Project Manager is required to be professionally registered with the SACPM as a Project/ Construction Manager • The Project Manager must have experience with the NEC 3 Engineering and Construction Contract.
Health & Safety Officer	• Health & Safety officer should have valid professional registration with SACPCMP as a Construction health & Safety Officer. • The Health and Safety Officer must have experience in similar Civil Construction Projects involving roads.
Environmental Officer	• The Environmental Officer must be in possession of a B degree in Environmental Management. • The environmental Officer must have minimum five (5) years' experience in the construction sector.

<i>Quality Officer</i>	The Quality Officer should have a relevant Degree/Diploma, or Certified qualification in Quality Management Systems. More than 5 years of experience in a quality systems environment and relevant experience in similar type Civil construction projects is required.
<i>Industrial relations Personnel/Officer</i>	The Industrial relations Person/Officer should at least have a minimum qualification of National diploma in Labour Law/Relations with minimum 5 years' experience in Construction Projects.

7.8 Training workshops and technology transfer

7.8.1 The *Contractor* facilitates the following requirements for training workshops:

- a) A safety pre-mobilisation workshop
- b) A *Contractor* employee safety training programmes

The *Contractor* shall utilise local people for staffing up some of his requirements and shall ensure that there is adequate skills transfer taking place.

- c) Any other training as required by law or specifications referred to in this document

7.9 Insurance provided by the *Employer*

The insurance provided by the *Employer* with the applicable limits and deductibles required by the conditions of contract (if any) is given in the Contract Data insurance provided by the *Employer* is contained in the Contract Data – Part 1. The *Employer's* insurance is applicable to work undertaken on the site only, and the *Contractor* provides insurance for the *Works* for the period up to delivery to the site. This includes insurance during transit and off loading at the site.

The *Employer* advises that the following exclusions apply to the insurance which the *Employer* provides for Loss of or damage to the *Works*, Plant and Materials:

1. Loss of monies or the like;
2. Aircraft, waterborne vessels or craft;
3. Losses discovered by taking of routine inventory;
4. Defective workmanship / defective design, re-design betterment or improvement;
5. Consequential loss;
6. Delay damages or penalties for delay;
7. Guarantees for performance or efficiency;
8. Air transit outside territorial limits;

9. Ocean transit or whilst in storage thereafter (unless inspected by an independent third party after off-loading);
10. Maintenance and/or low performance damages;
11. Defects;
12. Wear, tear or gradual deterioration;
13. Electrical and mechanical breakdown or explosion to Plant after Completion tests have been satisfied;
14. Damage to any property insured due to ingress of mud, silt, water, debris unless pipe ends have been sealed at the end of each working day; and
15. Damage to any property exposed or in excess of 10,000 metres of open trench.

The *Employer* advises that the following exclusions apply to the insurance which the *Employer* provides for Liability for loss of or damage to property (except the *Works*, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) caused by activity in connection with this contract:

1. Death or injury to the *Contractor's* employees;
2. Motor vehicle cover;
3. Aircraft / watercraft ownership cover;
4. Delay damages or penalties for delay;
5. Guarantees for performance or efficiency;
6. Defective workmanship;
7. Gradual pollution and contamination;
8. Vibration cover;
9. Contractual liabilities;
10. SASRIA risks (inter alia riot, strike, political malicious damage)
11. Punitive damages;
12. War, nuclear risks; and
13. Removal of support in excess of R5,000,000

Where the *Works* involve the assembly, erection and installation of Plant, the *Contractor* declares the full replacement value and not the value included in the NEC3 contract.

The *Contractor* liaises with the *Employer* and the *Project Manager* when a claim is made and assists in completing the Claims Advice Form.

7.10 Contract change management

7.10.1 No additional requirements apply to ECC Clause 60 series.

7.11 Provision of bonds and guarantees

7.11.1 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.

7.11.2 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.

7.12 Records of Defined Cost, payments & assessments of compensation events kept by Contractor

7.12.1 The *Contractor* keeps the following records available for the *Project Manager* to inspect:

- Records of design employees location of work (if appropriate);
- Records of Equipment used and people employed outside the Working Areas (if applicable);

7.13 The Contractor's Invoices

7.13.1 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.

7.13.2 The invoice must correspond to the *Project Manager's* assessment of the amount due to the *Contractor* as stated in the payment certificate.

7.13.3 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 [insert relevant details].

The invoice contains the supporting detail [insert relevant details].

7.13.4 The invoice is presented by hand delivery.

7.13.5 Invoices submitted by hand are presented to:

Transnet National Ports Authority

Queens Warehouse Building

237 Mahatma Gandhi Road

Point, Durban, South Africa

4001

For the attention of The Contract Administrator, Transnet National Ports Authority

7.13.6 The invoice is presented as an original.

7.14 People

7.14.1 Minimum requirements of people employed on the Site

- South African Work Permits
- Key Personnel for

7.14.2 The Contractor complies with the following PIRPMP

7.15 CONTRACTOR LIABILITY

The *Contractor* warrants that it will be liable to Transnet for any loss or damage caused by strikes, riots, lockouts or any labour disputes by and/or confined to the *Contractor's* employees, which loss will include any indirect or consequential damages;

The *Contractor* warrants that no negotiations or feedback meetings by the *Contractor's* employees shall take place on Transnet premises, whether owned or rented by Transnet.

The *Contractor* shall give notice to Transnet of any industrial action by the *Contractor's* employees immediately upon becoming aware of any actual or contemplated action that is or may be carried out on Transnet's premises, whether owned or rented, and shall notify Transnet of all matters associated with such action that may potentially affect Transnet.

The *Contractor* is responsible for educating its employees on relevant provisions of the Labour Relations Act which deal with industrial action processes, and the risks of non-compliance.

The *Contractor* is required to develop a Contingency Strike Handling Plan, which plan the *Contractor* is obliged to update on a three monthly basis. The *Contractor* must provide Transnet with this plan and all updates to the Plan. The *Contractor* is responsible to communicate with its employees on site details of the plan.

7.16 INDUSTRIAL ACTION BY CONTRACTOR EMPLOYEES

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.

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.

In the event of any industrial action by the *Contractor's* employees, the *Contractor* is obliged:

- a) 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.
- b) 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.
- c) The final Industrial Action Report is to be delivered 24 hours after finalisation of the industrial action.
- d) 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.

The resolution of any disputes or industrial action by the *Contractor's* employees is the sole responsibility of the *Contractor*.

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.

7.16.1 The *Contractor* complies with the requirements of the IRCC involving the engineering construction *Contractors* engaged (including all future *Contractors*) by the *Employer*.

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:

7.16.2 The PIRM is responsible for ensuring that the *Contractor* complies with the PIRPMP. The PIRM acts on behalf of the *Project Manager*.

7.16.3 The PIRM specific tasks are:

- To complete the PLA prior to the Contract Date; and
- To assign specific duties to the PSIRM.

7.16.4 The PSIRM is responsible for IR (to include the PLA) on the Site and Working Areas and reports to the *Project Manager*.

7.16.5 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*.

7.16.6 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.

7.17 Subcontracting

7.17.1 The *Contractor* shall not employ or bring a Sub-Contractor onto the Site and/or Working Areas without the prior approval of the Project Manager. Further, he shall appoint his Sub-Contractor(s) under the NEC3 Engineering Contract Sub Contract unless approved otherwise by the Project Manager.

7.17.2 The Contractor shall not deviate from an approved Sub-Contractors list without prior acceptance of the Project Manager

7.17.3 It is a specific condition that the *Contractor* subcontracts a minimum of 30% of the value of the contract in terms of Preferential Procurement Regulations, 2017. 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.

7.17.4 Subcontract documentation, and assessment of subcontract tenders:

- The Contractor is required to appoint his Sub-Contractors under the NEC3 Engineering Contract Subcontract unless accepted otherwise by the Project Manager, and all Sub-Contractors will be required to conform to the requirements as set out herein as if they were employees of the Contractor.
- The Contractor shall ensure that the quality assurance, health and safety, industrial relations, environmental, documentation control and all other requirements placed on him under this contract are transferred into any subcontracts.

7.17.5 Where the *Contractor* employs a Sub-Contractor who constructs or installs part of the *works* or who supplies Plant and Materials for incorporation into the *works* which involves a Sub-Contractor operating on the Site and/or Working Areas, then the *Contractor* ensures that any such Sub-Contractor complies with the CEMP, SES and PES as appropriate and that the subcontract documentation places back-to-back obligations on the Sub-Contractor which reflect the *Contractor's* obligations under the CEMP, SES and PES, all within the *Contractor's* Quality Management System.

7.17.6 Where the *Contractor* employs a Sub-Contractor who constructs or installs part of the *works* or who supplies Plant and Materials for incorporation into the *works* which involves a Sub-Contractor operating on the Site and/or Working Areas, then the *Contractor* ensures that any such Sub-Contractor complies with the PIRPMP (described under paragraph 4.1.1 of the Works Information) as appropriate and that the subcontract documentation places back-to-back obligations on the Sub-Contractor which reflect the *Contractor's* obligations under the PIRPMP, all within the *Contractor's* Quality Management System as per paragraph 2.5 of the Works Information.

7.17.7 Where under the CEMP as described under paragraph 6.4 of the Works Information, the *Contractor* is required to remove an animal, reptile or bird from the Site and/or Working Areas, the *Contractor* engages a Sub-Contractor who is a specialist and qualified for the removal of such animal, reptile or bird (to include the removal of rare, endemic or endangered species). The *Contractor's* attention is drawn to ECC Clauses 26.2 & 26.3.



7.18 Plant and Materials

Quality

- 7.18.1** The *Contractor* provides Plant and Materials for inclusion in the *works* in accordance with COLTO Section 1200 clause 1205, 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*.
- 7.18.2** 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.
- 7.18.3** 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.
- 7.18.4** The Contractor performs the following with respect to Plant and Materials procured for the works:
The *Employer* reserves the right to instruct the *Contractor* to provide a certificate as proof of compliance to SANS or other stated standard, for all Plant and Materials used and to be incorporated into the Works.
- 7.18.5** 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.

Plant & Materials provided "free issue" by the *Employer*

- 7.18.6** No Plant and Materials will be provided as "free issue" by the Employer.
- 7.18.7** The *Contractor* provides all Plant and Materials necessary for the *works*.

7.19 Tests and inspections before delivery

- 7.19.1** The *Contractor* submits to the Supervisor details to certify that tests and inspections have been carried out on Plant and Materials by Others.

7.20 Marking Plant and Materials outside the Working Areas

- 7.20.1** The *Contractor* prepares and marks items of Plant and Materials outside the Working Areas, however the fabrication of steel will be performed outside the Site. The *Contractor* will be required to mark all steel members that will be for this project.

7.21 Preparation of post Completion contracts

- 7.21.1** There will be no post completion contracts under linked to this project.

8 List of Annexures

The following is a list of annexures issued by the *Employer* at or before the Contract Date and which apply to this Works Information:

- Annexure A – WI & Technical Specifications
- Annexure B – Health and Safety Specification
- Annexure C – Environmental Management Specifications
- Annexure C1- Standard Operating Procedure, Construction Environmental Management
- Annexure C2- Minimum Environmental Standards for Construction (009-TCC-CLO-SUS-GDL-11385.26).
- Annexure C3- Contractor Environmental and Sustainability Specification Guidelines (TRN-IMS-GRP-GDL-014.4)
- Annexure C4- approved waste services contractors
- Annexure D - Drawings

- Annexure A – WI (per discipline) & Technical Specifications

- Annexure B – Project Health and Safety Specification

- Annexure C – Project Environmental Specification

- Annexure D – Drawings



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 Tug Jetty 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. Access to R-SHED Tug Jetty is via the Quayside Road through the Main Entrance of Gate.

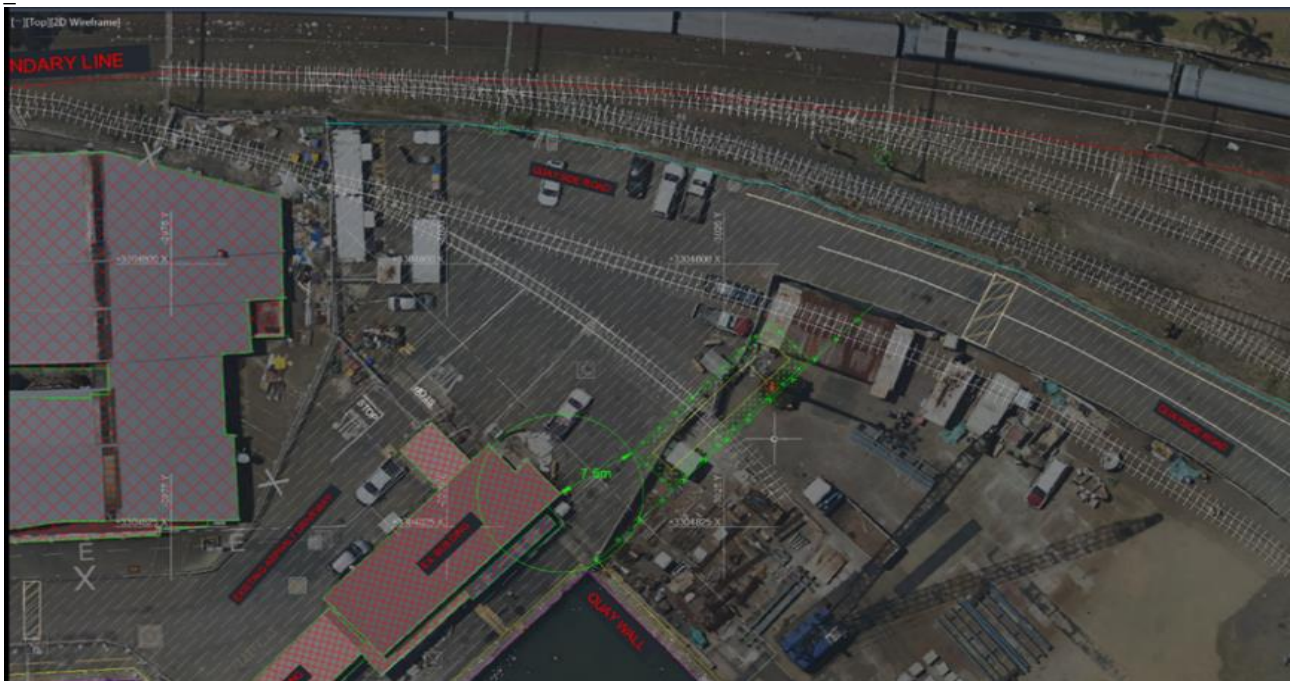
The Works will be within the port boundary between the Bat Centre and R Berth and the tank is planned to be positioned along the R- Berth fenceline.



TRANSNET NATIONAL PORTS AUTHORITY

ENQUIRY NUMBER: TNPA/2026/07/0006/114579/RFP

DESCRIPTION OF TENDER: APPOINTMENT OF A CONTRACTOR FOR THE SUPPLY AND INSTALLATION OF A DIESEL STORAGE TANK FOR THE TUG JETTY IN THE PORT OF DURBAN FOR A PERIOD OF FOUR (4) MONTHS



Diesel Tank Location (Conner of R Berth and R-Shed) (google maps)

2. Access and access permits

Access to the building requires access permits which shall be obtained from TNPA security offices located at Bay Terrace Building. All costs incurred in providing construction personnel with access permits shall be borne by the Contractor. Access certificates will be arranged by TNPA Project Manager. Access to the site is through Transnet security checkpoints. The contractor shall take into account the traffic congestion through these checkpoints into account when determining their transportation requirements. Pedestrian movement within these sites is not permitted unless authorised by the Project Manager and on routes designated by the Project Manager in conjunction with Port security.

Maintaining client's access

The surrounding area is used by the client whose varied interests shall be protected where possible by the Contractor during the contract. The Contractor shall keep the safe passage of traffic to, from and within the site at all times. This shall entail the provision of flagmen, protective barriers, signs, etc for protection, direction and control of traffic. The contractor shall maintain the speed limit of 20km/h when driving within the site.



Access to the site will be through the Quayside Road which provides access to the Port through entrance xx, and the Contractor is to avoid traffic peak hours 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 entrances to both sites.

Occupations and work permits

Work permit

A construction notification form is essentially as the approval from the local Department of Labour permitting the construction project to be executed. It ensures that the project complies with local standards of safety for land use, zoning, and construction.

Hot work permit

Hot work can create significant health and safety hazards that put workers, those around them, and the premises itself in danger. An Employer has a legal duty to ensure that risks in their workplace are assessed, controlled and monitored so that the employees remain safe from harm, including those from hot work. The Employer has identified the hazards during the risk workshop and implemented suitable controls to reduce the risks to as low as is reasonably practicable.

Where applicable, the contractor shall entail the obtaining of hot works permits in advance, in compliance with Occupational Health and Safety Act, 1993 and Construction Regulations, 2014. These shall be arranged by the Contractor with TNPA Fire department.

Existing services

Existing services drawing will be issued by the TNPA drawing office, where necessary. Due to the potentially high density of services, the uncertainty regarding their exact locations and the sensitivity of the products and the area in general, trenching shall be by hand only and with the use of blunted equipment. The first site meeting shall include a walk about on the site where TNPA will point out known services and hazards that may not be shown on supplied plans.

In addition to the above, the Contractor shall consult the NEC3 ECC supervisor prior to undertaking any excavation work. The Contractor must thereafter exercise due care and attention in carrying out the agreed excavation work as may be directed by the NEC3 ECC supervisor to avoid damage or disruption to existing services.



The contractor shall be liable for all claims arising out of any damage caused by such excavation, if the Contractor fails to exercise the requisite care and attention in carrying out the excavation. The existing services shall be protected when excavating for new services and surfacing.

The Contractor is required to liaise with the NEC3 ECC supervisor and establish as accurately as possible, the location 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.

Site camp

An area will be made available for the establishment of a construction site camp. This will be pointed out at the site inspection. The Contractor may establish his offices, storage areas and batch plant within his site camp. Site camp security shall be the responsibility of the contractor.

The construction site camp shall be clearly signposted as such and be compliant with the relevant prevailing safety regulations and restrictions until the Contractor has de-established the camp and this has been approved by the Project Manager or NEC3 ECC Supervisor



PART 4: SITE INFORMATION

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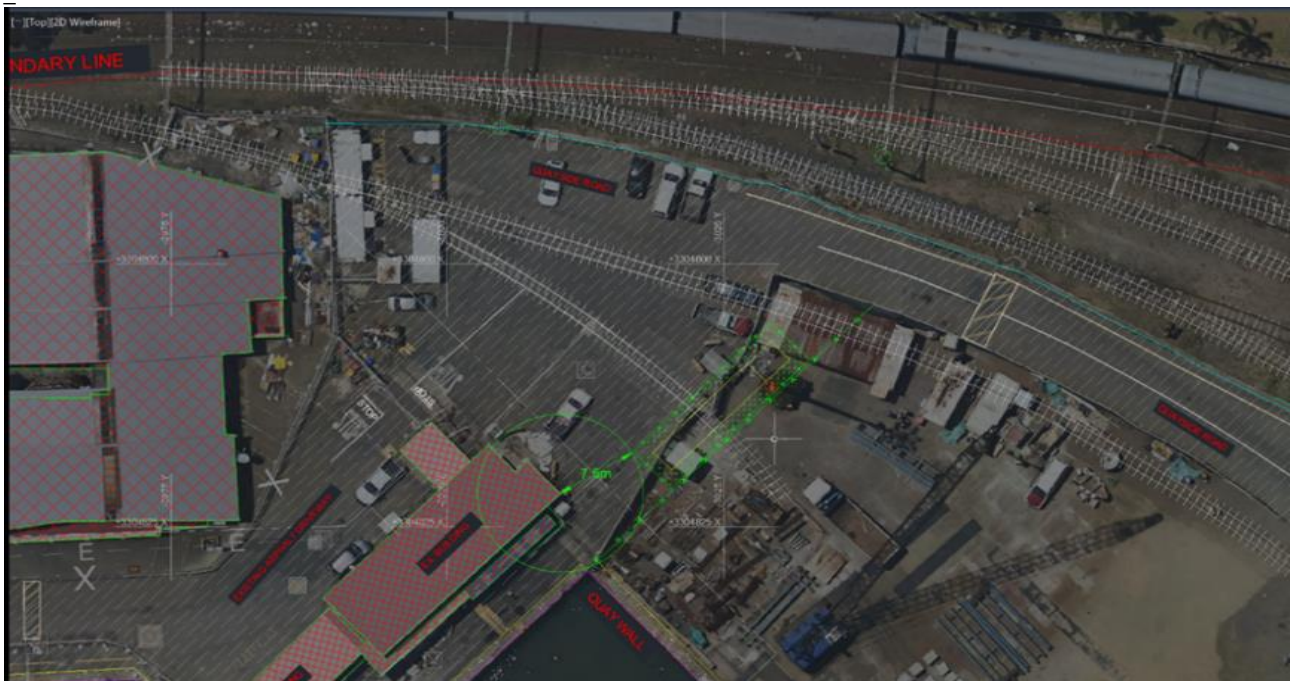
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2. Access and access permits

Access to the building requires access permits which shall be obtained from TNPA security offices located at Bay Terrace Building. All costs incurred in providing construction personnel with access permits shall be borne by the Contractor. Access certificates will be arranged by TNPA Project Manager. Access to the site is through Transnet security checkpoints. The contractor shall take into account the traffic congestion through these checkpoints into account when determining their transportation requirements. Pedestrian movement within these sites is not permitted unless authorised by the Project Manager and on routes designated by the Project Manager in conjunction with Port security.

Maintaining client's access

The surrounding area is used by the client whose varied interests shall be protected where possible by the Contractor during the contract. The Contractor shall keep the safe passage of traffic to, from and within the site at all times. This shall entail the provision of flagmen, protective barriers, signs, etc for protection, direction and control of traffic. The contractor shall maintain the speed limit of 20km/h when driving within the site.



Access to the site will be through the Quayside Road which provides access to the Port through entrance xx, and the Contractor is to avoid traffic peak hours 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 entrances to both sites.

Occupations and work permits

Work permit

A construction notification form is essentially as the approval from the local Department of Labour permitting the construction project to be executed. It ensures that the project complies with local standards of safety for land use, zoning, and construction.

Hot work permit

Hot work can create significant health and safety hazards that put workers, those around them, and the premises itself in danger. An Employer has a legal duty to ensure that risks in their workplace are assessed, controlled and monitored so that the employees remain safe from harm, including those from hot work. The Employer has identified the hazards during the risk workshop and implemented suitable controls to reduce the risks to as low as is reasonably practicable.

Where applicable, the contractor shall entail the obtaining of hot works permits in advance, in compliance with Occupational Health and Safety Act, 1993 and Construction Regulations, 2014. These shall be arranged by the Contractor with TNPA Fire department.

Existing services

Existing services drawing will be issued by the TNPA drawing office, where necessary. Due to the potentially high density of services, the uncertainty regarding their exact locations and the sensitivity of the products and the area in general, trenching shall be by hand only and with the use of blunted equipment. The first site meeting shall include a walk about on the site where TNPA will point out known services and hazards that may not be shown on supplied plans.

In addition to the above, the Contractor shall consult the NEC3 ECC supervisor prior to undertaking any excavation work. The Contractor must thereafter exercise due care and attention in carrying out the agreed excavation work as may be directed by the NEC3 ECC supervisor to avoid damage or disruption to existing services.



The contractor shall be liable for all claims arising out of any damage caused by such excavation, if the Contractor fails to exercise the requisite care and attention in carrying out the excavation. The existing services shall be protected when excavating for new services and surfacing.

The Contractor is required to liaise with the NEC3 ECC supervisor and establish as accurately as possible, the location 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.

Site camp

An area will be made available for the establishment of a construction site camp. This will be pointed out at the site inspection. The Contractor may establish his offices, storage areas and batch plant within his site camp. Site camp security shall be the responsibility of the contractor.

The construction site camp shall be clearly signposted as such and be compliant with the relevant prevailing safety regulations and restrictions until the Contractor has de-established the camp and this has been approved by the Project Manager or NEC3 ECC Supervisor