

TRANSNET NATIONAL PORTS AUTHORITY

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR PROPOSAL (RFP)

**FOR THE SUPPLY, INSTALLATION AND COMMISSIONING OF AIR-CONDITIONING UNITS IN THE
PORT OF RICHARDS BAY.**

RFP NUMBER	: TNPA/2022/01/0068/RFQ
ISSUE DATE	: 13 OCTOBER 2022
COMPULSORY BRIEFING	: 21 OCTOBER 2022
CLOSING DATE	: 03 NOVEMBER 2022
CLOSING TIME	: 12:00 PM
TENDER VALIDITY PERIOD	: 12 weeks from closing date

Note to the bidders:

Bidders 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. Please do not wait for the last hour to submit. A Bidder can upload 30mb per upload and multiple uploads are permitted.

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T1.1 TENDER NOTICE AND INVITATION TO TENDER**SECTION 1: NOTICE TO TENDERERS****1. INVITATION TO TENDER**

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

DESCRIPTION	Supply, Installation and Commissioning of air-conditioning units for various locations in the Port of Richards bay, once-off.
TENDER DOWNLOADING	This Tender may be downloaded directly from the National Treasury eTender Publication Portal at www.etenders.gov.za and the Transnet website at https://transnetetenders.azurewebsites.net (please use Google Chrome to access Transnet link) FREE OF CHARGE.
COMPULSORY TENDER CLARIFICATION MEETING	<p>A compulsory RFQ briefing will be conducted online via Microsoft Teams on Friday, 21 October 2022, at 10h00 for a period of \pm 2 hours. [Bidders are required to confirm their attendance and to send their contact details including their valid email addresses to the following address: Lincoln.Mazibuko@transnet.net prior the RFQ briefing. The Compulsory Tender Clarification Meeting will start punctually and information will not be repeated for the benefit of Tenderers attending late.</p> <p>Certificate of Attendance in the form set out in the Returnable Schedule T2.2-01 hereto must be completed and submitted with your Tender as proof of attendance is required for a compulsory tender briefing.</p> <p>Tenderers are required to bring this Returnable Schedule T2.2-01 to the Compulsory Tender Clarification Meeting to be signed by the <i>Employer's</i> Representative.</p> <p>Tenderers failing to attend the compulsory tender briefing will be disqualified.</p>
CLOSING DATE	<p>12:00pm on 03 November 2022</p> <p>Tenderers must ensure that tenders are uploaded timeously onto the system. If a tender is late or delivered to the incorrect address, it will not be accepted for consideration.</p>

2. TENDER SUBMISSION

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

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

Log on to the Transnet eTenders management platform website

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

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

b) 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.

c) 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 [clause 12 on T2.2-15], [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.
5. Transnet will not reimburse any Tenderer for any preparatory costs or other work performed in connection with this Tender, whether or not the Tenderer is awarded a contract.

6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

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

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

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 *Employer* is

Transnet SOC Ltd
(Reg No. 1990/000900/30)

C.1.2 The tender documents issued by the *Employer* 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)

Part C2: Pricing data

C2.1 Pricing instructions

		C2.2 Bill of Quantities
	Part C3: Scope of work	C3.1 Works Information
	Part C4: Site information	C4.1 Site information
C.1.4	The Employer's agent is:	Purchasing Manager
	Name:	Lincoln Mazibuko
	Address:	1 st Floor, Bayvue Building, Port of Richards Bay
	Tel No.	035 905 3100
	E – mail	Lincoln.Mazibuko@transnet.net
C.2.1	Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:	
	1. Stage One - Eligibility with regards to attendance at the compulsory clarification meeting:	
	An authorized 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	
	<p><i>Any tenderer that fails to meet the stipulated pre-qualifying criteria will be regarded as an unacceptable tender.</i></p>	
	2. Stage Two - Pre-qualification criteria for preferential procurement in terms of the Preferential Procurement Regulations, 2017:	
	a) A tenderer having a stipulated minimum B-BBEE status level of contributor of 4 b) Only EME's are eligible to submit a tender offer.	
	<p><i>Any tenderer that fails to meet the stipulated pre-qualifying criteria will be regarded as an unacceptable tender.</i></p>	
	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 2ME or higher class of construction work, are eligible to have their tenders evaluated.	

b) Joint Venture (JV)

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

1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation of **2ME or higher** class of construction work; and
3. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a 2ME or higher class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations
4. The tenderer shall provide a certified copy of its signed joint venture agreement.

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

4. Stage Four - 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 score for functionality is **60** points.

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

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

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 authorized 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
C2.15.1 as follows:

Identification details:

The tender documents must be uploaded with:

- Name of Tenderer:
- Contact person and details:
- The Tender Number: TNPA/2022/01/0068/RFQ
- The Tender Description: Supply, Installation and Commissioning of air-conditioning units in the Port of Richards Bay, Once-off.

Documents must be marked for the attention of: ***Employer's***
Agent: Lincoln Mazibuko

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

C.2.15 The closing time for submission of tender offers is:

Time: **12:00 pm** on the **3rd of November 2022**

Location: The Transnet e-Tender Submission Portal:

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

NO LATE TENDERS WILL BE ACCEPTED

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

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

1. A valid Tax Clearance Certificate issued by the South African Revenue Services.
Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status.

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

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

4. Proof of registration on the Central Supplier Database;

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

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

C3.11 The minimum number of evaluation points for functionality is: **60**

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

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

Functionality Criteria

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

Quality Criteria	Sub-Criteria	Sub-criteria number of points	Maximum Number of Points
Evaluation Schedule: T2.2-04 Management & CV's of key personnel	The tenderer must be able to demonstrate that the project personnel have sufficient knowledge, experience and qualifications to provide the required service		
	Organizational structure to include a clear indication of roles and responsibilities and specific function of each team member	2	30
	Qualification and experience of key staff required but not limited to:		
	Supervisor	5	
	Aircon Technician	15	
	Assistant	8	
Evaluation Schedule: T2.2-05 Method Statement	The tenderer must sufficiently demonstrate the approach/methodology that he/she will employ to cover the scope of the project.		
	The method statement must respond to the scope of work (the Works Information) and outline the proposed methodology including that relating to the Programme, Quality, Health and Safety and Environmental considerations.	15	25
	The method statement should articulate what value add the tenderer will provide in achieving the stated objectives for the project.	3	
	The tenderer must as such explain his / her understanding of the objectives of the assignment and the Employer's stated and implied requirements, highlight the issues of importance, and explain the technical approach they would adopt to address them. The method statement should also correlate with the tenderer's quality plan outlining the processes, procedures and associated resources, applied by whom and when, to meet the requirements and indicate how risks will be managed and what contribution can be made regarding value management.	5	
	Method of construction and commissioning Process: Tenderer should narratively demonstrate the approach to site establish, pre-construction activities and meetings, interfaces with other discipline including the client, execution logistics, commissioning procedures and handover.	2	
Evaluation Schedule: T2.2-06 Programme	The tenderer must provide a programme which provides the detail that would indicate the order and timing of activities to carry out the services in terms of the Employer's requirements and within the stipulated timeframes.		
	The tenderer shall demonstrate the following:		10
	Ability to Provide the Services	4	
	Provision of time frames	2	
	Resourcing & Equipment	2	
	Progress Measurement & Tracking Sheets	2	
Evaluation Schedule: T2.2-07 Previous Experience	The tenderer must demonstrate their relevant experience with regards to the delivery and Construction of similar works as detailed in the Works Information with reference to: <ul style="list-style-type: none">Mechanical installations which include Refrigeration systems, HVAC or similarRepairs of existing HVAC which included addition or removal of such.Evidence of project completion i.e. Completion Certificate or reference letters	35	35
	Total Weighting:		100
Minimum qualifying score required:			60

Functionality shall be scored independently by not less than 3 (three) evaluators and averaged in accordance with the following schedules:

- T2.2-04 Management & CVs of Key Persons
- T2.2-05 Method Statement
- T2.2-06 Programme
- T2.2-07 Previous Experience

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 totaled to obtain the final score for functionality, unless scored collectively. (See CIDB Inform Practice Note #9).

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

C.3.11. Only tenders that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the 80/20 preference points systems as described in Preferential Procurement Regulations 6 and 7.

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,

Up to 100 minus W_1 tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed. **Should the BBBEE rating not be provided, tenderers with no verification will score zero points for preferencing.**

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

C.3.13 Tender offers will only be accepted if:

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

highest number of points overall, unless there are **objective criteria** which will justify the award of the tender to another tenderer. Objective criteria include but are not limited to the outcome of a due diligence exercise to be conducted. The due diligence exercise may take the following factors into account inter alia;

the tenderer:

a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,

b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,

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

d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,

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

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

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

T2.1 List of Returnable Documents

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

- T2.2-01 **Stage One: Eligibility Criteria Schedule** - Certificate of attendance at Compulsory Tender Clarification Meeting
- T2.2-02 **Stage two as per PPPFA: Pre-qualification Criteria Schedule –**
- Minimum B-BBEE level 4 of Contribution
 - Exempted Micro Enterprises (EMEs)
- T2.2-03 **Stage Three as per CIDB: Eligibility Criteria Schedule** - CIDB Registration and grade

2.1.2 Stage Four: these schedules will be utilised for evaluation purposes:

- T2.2-04 **Evaluation Schedule:** Management & CV's
- T2.2-05 **Evaluation Schedule:** Method Statement
- T2.2-06 **Evaluation Schedule:** Programme
- T2.2-07 **Evaluation Schedule:** Previous Experience

2.1.3 Returnable Schedules:

General:

- T2.2-08 Authority to submit tender
- T2.2-09 Record of addenda to tender documents
- T2.2-10 Letter of Good Standing
- T2.2-11 Risk Elements

Agreement and Commitment by Tenderer:

- T2.2-12 CIDB SFU ANNEX G Compulsory Enterprise Questionnaire
- T2.2-13 Non-Disclosure Agreement
- T2.2-14 RFQ Declaration Form
- T2.2-15 RFQ – Breach of Law
- T2.2-16 Certificate of Acquaintance with Tender Document
- T2.2-17 Service Provider Integrity Pact
- T2.2-18 Supplier Code of Conduct
- T2.2-19 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")

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 (Bill of Quantities)

2.6 C2.2 BILL OF QUANTITIES

2.7 C3 Scope of work

2.8 C4 Site Information

T2.2-01: Eligibility Criteria Schedule:

Certificate of Attendance at Tender Clarification Meeting

This is to certify that

(Company Name)

Represented

(Name and

by:

Surname)

Was represented at the compulsory tender clarification meeting

Held at:	Online via Microsoft Teams	
On (date)	21 October 2022	Starting time: 10:00

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 Pre-qualification Criteria Schedule - Preferential Procurement

In an endeavour to grow and develop Black Owned (BO) companies as well as to ensure that Transnet meets its Shareholder Compact Objectives, Potential Tenderers are required to meet the Pre-qualification criteria for preferential procurement in terms of the Preferential Procurement Regulations, 2017¹.

- It is a specific tendering condition that tenderers must meet the pre-qualifying criteria required below. Only respondents falling within the following categories may respond to this Tender:
 - Tenderers with a minimum **B-BBEE Level 4** contributor are eligible to submit a tender offer
 - Only **EME's** are eligible to submit a tender offer.

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

Provide information of the Contractor below:

	Name of proposed Contractor	Address and Region	Nature and extent of work	B-BBEE Certificates or Sworn Affidavit attached behind this schedule? Yes/No
1.				

Comments:

Signed at..... on this day of

T2.2-03: Eligibility Criteria Schedule - CIDB Grading Designation**Note to tenderers:**

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

CRS Number	Status	Grading	Expiry Date

1. Only those tenderers who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a **2ME or Higher** class of construction works, are eligible to have their tenders evaluated.

2. Joint Venture (JV)

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

- 2.1 every member of the joint venture is registered with the CIDB;
- 2.2 the lead partner has a contractor grading designation of not lower than one level below the required class of construction works under consideration and possesses the required recognition status; and
- 2.3 the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **2ME or Higher** class of construction works or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations
- 2.4 the Contractor shall provide the employer with a certified copy of its signed joint venture agreement;
- 2.5 and in the event that the joint venture is an 'Incorporated Joint Venture' the Memorandum of Incorporation to be provided within 4 (four) weeks of the Contract Date.

T2.2-04: Evaluation Schedule: Management and CV's of key persons: Functionality Criteria

Please describe the management arrangements for the *services*.

Submit the following documents as a minimum with your tender document:

1. Management and CV's of key persons and specific experience of each individual *key person* required in order to provide the Services related to the Scope.
2. CV for *key person(s)* proposed for the identified posts, which shall as a minimum include, but is not limited to the following:
 - Supervisor
 - Aircon Technician/Artisan
 - Assistant
3. Details of the experience of the *key person(s)* who will be working on the *services* with respect to:
 - **Qualifications.**
 - **Years' Experience**

Note: Copies of qualifications must be submitted with the tender document. If copies of qualifications are not submitted with the tender document, it will be marked as non-responsive and a score of 0 will be allocated. The qualifications referred to in this schedule are South African qualification as per the South African Qualifications Authority (SAQA) and regulated in terms of the National Qualifications Framework Act No. 67 of 2008. Where a CV makes reference to qualifications obtained outside of South Africa the tenderer should attempt to demonstrate that these are equivalent to the South African National Qualifications Framework (NQF levels).

4. Details of the location (and functions) of offices from which the *services* will be managed.

Attached submissions to this schedule:

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

The scoring of the Management and CV's of Key Persons will be as follows:

	Management and CV's of key persons (30)		
	Qualifications:	Years of experience:	Project Organogram:
	Supervisor 20% Aircon Technician/ Artisan 50% Assistant 30%	Supervisor 20% Aircon Technician/ Artisan 50% Assistant 30%	A project specific with all resources listed in relation to their roles in this project.
Score 0	The tenderer has submitted no information	The tenderer has submitted no information	The tenderer has submitted no information
Score 20	<p>Supervisor: Supervisor has recommended levels of relevant qualifications or equivalent specialized training i.e Short courses in Supervisory Management.</p> <p>Aircon Tech/Artisan: Is in possession of a N2 And Trade test in Mechanical/ Electrical Engineering.</p> <p>Assistant: Is in possession of a grade 8/ STD 6 report</p>	<p>Supervisor: Key personnel who generally has 1 year experience in Supervisor/management.</p> <p>Aircon Tech/Artisan: Has 1 year on the job Aircon Tech./ Artisan experience.</p> <p>Assistant: Has 1 year experience in Installing Aircons</p>	The tenderer has submitted an organogram showing only one of the key personnel.
Score 40	<p>Supervisor: Supervisor has recommended levels of relevant qualifications or equivalent specialized training i.e. Short courses in Supervisory Management.</p> <p>Aircon Tech/Artisan: Is in possession of a N2 And Trade test in Mechanical/ Electrical Engineering.</p> <p>Assistant: Is in possession of a grade 8/ STD 6.</p>	<p>Supervisor: Key personnel who generally has more than 1 year but less than 3 years' experience in Supervisor/ management.</p> <p>Aircon Tech/Artisan: Has more than 1 year but less than 3 years on the job Aircon Tech/Artisan in installing Aircons experience.</p> <p>Assistant: Has more than 1 year but less than 3 years' experience in Installing Aircons</p>	The tenderer has submitted an organogram showing only two of the key personnel.
Score	Supervisor: Supervisor has	Supervisor: Key personnel who generally has	The tenderer has

60	<p>recommended levels of relevant qualifications or equivalent specialized training i.e. Short courses in Supervisory Management.</p> <p>Aircon Tech/Artisan: Is in possession of a N2 And Trade test in Mechanical/ Electrical Engineering.</p> <p>Assistant: Is in possession of a grade 8/ STD 6.</p>	<p>3 to 5 years' experience in Supervisor/ management.</p> <p>Aircon Tech/Artisan: Has 3 to 5 years on the job Aircon Tech/Artisan in installing Aircons experience.</p> <p>Assistant: Has 3 to 5 years' experience in Installing Aircons.</p>	<p>submitted an organogram showing all three key personnel.</p>
Score 80	<p>Supervisor: Supervisor has recommended levels of relevant qualifications or equivalent specialized training i.e., Short courses in Supervisory Management.</p> <p>Aircon Tech/Artisan: Is in possession of a N2 And Trade test in Mechanical/ Electrical Engineering.</p> <p>Assistant: Is in possession of a grade 8/ STD 6.</p>	<p>Supervisor: Key personnel who generally has more than 5 years but less than 7 years' experience in in Supervisor/ management.</p> <p>Aircon Tech/Artisan: Has more than 5 but <i>less than 7</i> years on the job Aircon Tech/Artisan in installing Aircons experience.</p> <p>Assistant: Has more than 5 but <i>less than 7 years'</i> experience in Installing Aircons.</p>	<p>The tenderer has submitted an organogram showing all three key personnel, including the management.</p>
Score 100	<p>Supervisor: Supervisor has recommended levels of relevant qualifications or equivalent specialized training i.e., Short courses in Supervisory Management.</p> <p>Aircon Tech/Artisan: Is in possession of a N2 And Trade test in Mechanical/ Electrical Engineering.</p> <p>Assistant: Is in possession of a grade 8/ STD 6.</p>	<p>Supervisor: Key Personnel who generally has 7 or more years' experience in Supervisor/ management.</p> <p>Aircon Tech/Artisan: Has 7 years or more years on the job on the job Aircon Tech/Artisan in installing Aircons experience.</p> <p>Assistant: 7 or more years' experience in Installing Aircons.</p>	<p>The tenderer has submitted an organogram showing all three key personnel, including the management showing clear indication of roles and responsibilities and specific function of each team member.</p>

T2.2-05: Evaluation Schedule - Method Statement

The tenderer must submit a Method Statement which responds to the scope of work and outlines Execution Methodology including that relating but not limited to Programme, Quality, Safety, and an understanding of the project objective.

The method statement should articulate what the Tenderer will provide in achieving the stated objectives for the project and demonstrate alignment to the Programme as contained under T2.2-06. Tenderers to also exhibit a clear understanding of the project and has shown a concise method statement for all activities incorporating best practice.

The Tenderer must as such explain his/her understanding of the objectives of the works and the Employer's stated and implied requirements, highlight the issues of importance, and explain the construction sequencing they would adopt to address them. The method statement should explain the methodologies which are to be adopted and demonstrate its compatibility. The approach should also include and outline processes, procedures and associated resources, to meet the requirements and indicate how risks will be managed.

The Method statement should cover:

- Outline of proposed approach
- Narrative related to the programme
- Detailed method statement, technical approach and execution sequencing in terms of the Works Information
- Demonstrate an understanding of the project objectives
- Detailed list of equipment and number thereof to execute the works, and areas it will be utilised

The Tenderer must attach his/her method statement to this page.

The method statement shall include as a minimum but not limited to the following (the contractor must refer to the works information for a full description of the scope of the works):

1. Structural building works
 - i. electrical,
 - ii. Mechanical works including fire systems and HVAC
 - iii. Commissioning
2. Schedule for works (including execution sequencing).
3. Details of equipment to be used for the works.

Score 0	The tenderer has submitted no information or inadequate information to determine a score.
Score 20	The method statements are not acceptable as it will not satisfy project objectives or requirements. The tenderer has misunderstood the scope of work and does not deal with any aspects of the project.
Score 40	Tenderer has submitted a method statement with major omissions and/or irregularities. Tenderers technical approach and / methodology is poor, not realistic, generic and unlikely to satisfy project objectives or requirements. The tenderer misunderstood the scope of works and does not deal with the critical aspects of the project. The approach to managing works too generic.
Score 60	Tenderer has submitted an acceptable method statement with minor omissions and/or irregularities and / or a partially complete method statement which does encompass and detail the works objectives and requirements to be undertaken; the approach does not deal fully with the characteristics of the project.
Score 80	<p>Tenderer has submitted an extensive method statement:</p> <ol style="list-style-type: none"> 1. Approach clearly articulated and based on this project; the <i>works</i> are aligned with scope of works and project schedule; 2. The proposed execution methodology will ensure that the project meets the specifications and quality standards. The proposed tools/equipment meets the requirements set out in the Works Information/applicable technical specifications, and relates to the programme. 3. The method statement covers all the aspects of the Works Information. 4. Sufficiently flexible to accommodate changes that may occur during Executions.
Score 100	<p>Tenderer has submitted an outstanding method statement:</p> <ol style="list-style-type: none"> 1. Approach clearly articulated and based on this project; the <i>works</i> are aligned with the scope of works and project schedule; 2. The proposed construction methodology will ensure that the project meets the specifications and quality standards. The proposed tools/equipment meets the requirements set out in the Works Information/applicable technical specifications, and relates to the programme. 3. Besides meeting the "80" rating, the important issues are approached in an innovative and efficient way, indicating that the Tenderer has outstanding knowledge of state-of-the-art approaches. 4. The methodology details ways to improve the project outcomes and quality of outputs.

Index of documentation attached to this schedule:

[illegible]

Date _____

Position

Tenderer

T2.2-06: Evaluation Schedule: Programme

Note to tenderers:

The Tenderer provides a hard copy proposed programme and/or makes reference to his proposed programme and attaches it to this schedule along with draft progress tracking sheets and an electronic native version of the programme developed using a scheduling software tool.

The tenderer shall provide the proposed programme showing as a minimum the following:

- **Ability to provide the services:**

Ability to provide the services in terms of the *Employer's* requirements within the required timeframe indicating, in a logical sequence, the order and timing of the services that will take place in order to Provide the Works clearly indicating the capacity & capability to achieve the dates stated in the Contract Data.

- **Provision of Dates:**

The *Contractor* clearly indicates in the schedule all milestones, activities & information related to the following –

- Float,
- Time Risk Allowances,
- Health and safety requirements,
- Procedures set out in this contract,
- Work by the *Employer* and Others,
- Access to a part of the site if later than its *access date*,
- Acceptances,
- Plant & Materials and other things to be provided by the employer,
- Information by Others,
- *starting date*, *access dates*, Key Dates and Completion Date
- planned Completion for each Key Date for each option and the complete works

- **Resourcing & Equipment:**

The *Contractor* indicates for each operation, a statement of how the *Contractor* plans to do the work identifying the principal Equipment and other resources which he plans to use. Resources & equipment are loaded against activities with their associated rates.

- **Progress Measurement & Tracking Sheets:**

The *Contractor* provides draft progress tracking sheets indicating how he plans to monitor and track the works at assembly member & commodity level. Sheets to have work steps and weight factors which roll up to a summary report.

The Programme should indicate the following columns as a minimum:

Activity Number	Activity description	Start date	Finish date	Successor	Time risk allowances (TRA)
-----------------	----------------------	------------	-------------	-----------	----------------------------

The scoring of the programme will be as follows:

	Programme (10)			
	Ability to Provide the Services (4)	Provision of time frames (2)	Resourcing & Equipment (2)	Progress Measurement & Tracking Sheets (2)
Score 0	The tenderer has submitted no information or inadequate information to determine a score.	The tenderer has submitted no information or inadequate information to determine a score.	The tenderer has submitted no information or inadequate information to determine a score.	The tenderer has submitted no information or inadequate information to determine a score.
Score 20	<ul style="list-style-type: none"> The programme is not acceptable as it will not satisfy project objectives or requirements. The programme does not meet all the required timeframes. The programme does not follow a logical sequence or has critical logic errors. Critical components of the scope is excluded and not to the level required in the scope. The tenderer has misunderstood the scope of work and does not deal with the critical aspects of the project. 	The tenderer has addressed some but not all date requirements and submission is missing critical activities and dates which renders it unrealistic / unachievable .	The tenderer has addressed some but not all resource requirements and submission is missing critical resources & equipment which renders it unrealistic / unachievable .	The submission is generic. The tenderer has addressed some of the works on the tracking sheets but lacks sufficient work steps to track the assembly members and/or commodities from start to finish.
Score 40	<ul style="list-style-type: none"> The programme is generic, not practical and realistic, therefore is unlikely to satisfy project objectives or <i>Employer's</i> requirements. The programme does not meet all the required 	The tenderer has addressed some but not all date requirements and submission is missing some activities and dates which renders it at risk of being unrealistic / unachievable .	The tenderer has addressed some but not all resource requirements and submission is missing some resources & equipment which renders it at risk of being unrealistic /	The submission is project specific. The tenderer has addressed some of the works on the tracking sheets but lacks sufficient work steps to track the assembly members and/or commodities from start to finish.

	<p>timeframes.</p> <ul style="list-style-type: none"> The programme is missing some logic but it does not influence the tendered timeframe. Some components of the scope is excluded and not to the level required in the scope. The tenderer has misunderstood certain aspects of the scope of services and does not deal with the critical aspects of the project. 		unachievable.	
Score 60	<ul style="list-style-type: none"> The complete scope is captured and decomposed in the programme to the level required in the scope 	The tenderer has addressed most date requirements correctly and submission contains logic and sequencing which is accurate, and renders the submission realistic and achievable.	The tenderer has addressed most resource requirements correctly and submission contains resources & equipment which is accurate, and renders the submission realistic and achievable.	The submission is project specific. The tenderer has addressed the works on the tracking sheets but lacks some work steps to track the assembly members and/or commodities from start to finish.
Score 80	<ul style="list-style-type: none"> The programme addresses specific project objectives. The programme meets all the required timeframes. The programme is not missing any logic The complete scope is captured and decomposed in the programme to the level required in the scope 	The tenderer has addressed all date requirements correctly and submission contains logic and sequencing which is accurate, and renders the submission realistic and achievable.	The tenderer has addressed all resource requirements correctly and submission contains resources & equipment which is accurate, and renders the submission realistic and achievable.	The submission is project specific. The tenderer has addressed the works on the tracking sheets and lacks no work steps to track the assembly members and/or commodities from start to finish
Score 100	<ul style="list-style-type: none"> The complete scope is captured and decomposed in the programme to the level required. The 	The tenderer has addressed all date requirements correctly and submission contains	The tenderer has addressed all resource requirements	The submission is project specific. The tenderer has addressed the works on the

	important issues are approached in an innovative and efficient way.	logic and sequencing which is accurate, and renders the submission realistic and achievable. The tenderer has exceeded the required expectations.	correctly and submission contains resources & equipment which is accurate, and renders the submission realistic and achievable. The tenderer has exceeded the required expectations.	tracking sheets and lacks no work steps to track the assembly members and/or commodities from start to finish. The tenderer has exceeded the required expectations.
--	---	---	--	---

Reference to attached submissions to this schedule:

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

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

Signed

Date

Name

Position

Tenderer

T2.2-07: Evaluation Schedule: Previous Experience**Note to tenderers:**

Tenderers are required to demonstrate their experience in the delivery of similar *services*, and to this end shall supply a sufficiently detailed reference list with contact details of existing customers and also indicate their previous experience by showing the following:

- A completion certificate or reference letters outlining projects completed including brief description of services provided and client reference details must be provided.
- Only projects where the Tenderer were involved in similar services (Installation, Maintenance, Service, and Repairs of air-conditioning units.) will be taken into account. A description of most recent projects involved in must be provided.

The table below indicate the method of scoring that will be followed to evaluate the previous experience submitted by the Tenderer:

	Previous Experience (35)
score 0	No information provided.
score 20	The Tenderer's previous experience presented has some relevance to the scope of this project and doesn't address any of the required categories. Tenderer has done only one (1) Installation, Maintenance, Service and Repairs of air-conditioning units, projects.
score 40	The Tenderer's previous experience presented has some relevance to the scope of this project but lacks detail. Tenderer has done two (2) to three (3) Installation, Maintenance, Service and Repairs of air-conditioning units, projects.
score 60	The Tenderer's previous experience presented demonstrates sufficient knowledge and experience to successfully execute this project scope. Tenderer has done four (4) to five (5) , Installation Maintenance Service and Repairs of air-conditioning units, projects.
score 80	The Tenderer's previous experience presented demonstrates substantial evidence of the ability to meet the stated project requirements. Tenderer has done six (6) to seven (7) , Installation, Maintenance, Service and Repairs of air-conditioning units, projects.
score 100	The Tenderer's previous experience presented demonstrates extensive understanding in all of the categories as required. Tenderer has more than eight (8) , Installation, Maintenance, Service and Repairs of air-conditioning units; projects.

T2.2-08: Authority to submit a Tender

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

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

A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors

B. Certificate for Partnership

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

Name	Address	Signature	Date

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

C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms

_____, an authorised signatory of the company _____

_____, acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract _____ and any contract resulting from it on our behalf.

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

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

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

D. Certificate for Sole Proprietor

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

Signed

Date

Name

Position

Sole Proprietor

T2.2-09: Record of Addenda to Tender Documents

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

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

T2.2-10 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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.....

T2.2-11: Risk Elements

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

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

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

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.

T2.2-12: CIDB SFU 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.

1. SECTION 1: NAME OF ENTERPRISE: _____

2. SECTION 2: VAT REGISTRATION NUMBER, IF ANY: _____

3. SECTION 3: CIDB REGISTRATION NUMBER, IF ANY: _____

4. SECTION 4: CSD NUMBER: _____

5. 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

6. SECTION 6: PARTICULARS OF COMPANIES AND CLOSE CORPORATIONS

Company registration number _____

Close corporation number _____

Tax reference number: _____

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

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

Section 9: The attached SBD8 must be completed for each tender and be attached as a requirement.

Section 10: The attached SBD9 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

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state², or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/ adjudicating authority where-

- the bidder is employed by the state; and/or

- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

²“State” means –

- a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999); any municipality or municipal entity;
- b) provincial legislature;
- c) national Assembly or the national Council of provinces; or
- d) Parliament.

SBD 4

2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

2.1 Full Name of bidder or his or her representative: _____

2.2 Identity Number: _____

2.3 Position occupied in the Company (director, trustee, shareholder³): _____

2.4 Company Registration Number: _____

2.5 Tax Reference Number: _____

2.6 VAT Registration Number: _____

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / personnel numbers must be indicated in paragraph 3 below.

2.7 Are you or any person connected with the bidder presently employed by the state?

YES / NO

2.7.1 If so, furnish the following particulars:

- Name of person / director / trustee / shareholder/ member:

- Name of state institution at which you or the person connected to the bidder is employed:

- Position occupied in the state institution:

Any other particulars:

SBD 4

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?

YES / NO

³ "Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7.3 If yes, did you attached proof of such authority to the bid document?

YES / NO

Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.3.1 If no, furnish reasons for non-submission of such proof:

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?

YES / NO

2.8.1 If so, furnish particulars:

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?

YES / NO

2.8.2 If so, furnish particulars.

SBD 4

2.9 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

YES/NO

2.9.1 If so, furnish particulars.

2.10 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES/NO

2.10.1 If so, furnish particulars:

3 Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

4 DECLARATION

I, THE UNDERSIGNED (NAME) _____ CERTIFY THAT THE
INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF
THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

Signature

Date

Position

Name of bidder

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT
REGULATIONS 2017**

This preference form must form part of all bids invited. It contains general information and serves as a claim for preference points for Broad-Based Black Economic Empowerment [**B-BBEE**] Status Level of Contribution.

Transnet will award preference points to companies who provide valid proof of their B-BBEE status using either the latest version of the generic Codes of Good Practice or Sector Specific Codes (if applicable).

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

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 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; and
- (b) B-BBEE Status Level of Contribution.

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE status level of contributor together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution 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 defined 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 defined 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.

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

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

Enterprise	B-BBEE Certificate & Sworn Affidavit
Large	Certificate issued by SANAS accredited verification agency
QSE	Certificate issued by SANAS accredited verification agency Sworn Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership

	(only black-owned QSEs - 51% to 100% Black owned) [Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at www.dti.gov.za/economic_empowerment/bee_codes.jsp .]
EME⁴	Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard

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

5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contribution: . =(maximum of 20 points)

⁴ 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.

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

7. SUB-CONTRACTING

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

(***Tick applicable box***)

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

7.1.1 If yes, indicate:

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

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

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

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

(***Tick applicable box***)

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

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If a bidder submitted false information regarding its B-BBEE status level of contributor, local production and content, or any other matter required in terms of the Preferential Procurement Regulations, 2017⁵ 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

⁵ In terms of the notice issued by the National Treasury on 30 May 2022, the 2017 Regulations in their entirety are still valid and will remain in place until 15 February 2023 unless new regulations are promulgated before that date.

-
- (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
.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Standard Bidding Document must form part of all bids invited.
2. It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		

4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME) CERTIFY THAT THE
INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN
AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

Signature

Date

Position

Name of Tenderer

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Standard Bidding Document (SBD) must form part of all bids/quotes⁶ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).⁷ Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - (a) disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - (b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

⁶ Includes price quotations, advertised competitive bids, limited bids and proposals.

⁷ Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

SBD 9

CERTIFICATE OF INDEPENDENT QUOTATION/PROPOSAL DETERMINATION

I, the undersigned, in submitting the accompanying quote:

(Quote Number and Description)

in response to the invitation for the quote made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

SBD 9

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium⁸ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service 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 bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. 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 products or services to which this bid invitation relates.
9. 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.

⁸ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Signature

Date

Position

Name of bidder

T2.2-13 NON-DISCLOSURE AGREEMENT

[..... 2020]

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

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

TRANSNET SOC LTD

(Registration No. 1990/000900/30), a company incorporated and existing under the laws of South Africa, having its principal place of business at Transnet Corporate Centre 138 Eloff Street, Braamfontein, Johannesburg 2000

and

.....
.....

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

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

WHEREAS

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

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

- 1.1 Agents mean directors, officers, employees, 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

T2.2-14: RFQ 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 the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to respondents" below).
7. We further accept that Transnet reserves the right to reverse a tender award or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.
8. We have acquainted ourselves and agree with the content of T2.2-16 "Service Provider Integrity Pact".

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

IMPORTANT NOTICE TO TENDERERS

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

T2.2-15: 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

T2.2-16 Certificate of Acquaintance with Tender Documents

NAME OF TENDERING ENTITY:

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

-
7. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery of 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

T2.2-17 Service Provider Integrity Pact

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

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

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

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

PREAMBLE

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

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

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

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

OBJECTIVES

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.

COMMITMENTS OF TRANSNET

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

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.

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.

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.

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.

OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

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.

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.

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.

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.

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.

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.

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.

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.

The Tenderer/Service Provider/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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.

INDEPENDENT TENDERING

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.

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.

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.

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.

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.

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.

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.

DISQUALIFICATION FROM TENDERING PROCESS

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.

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.

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.

TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

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.

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.

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.

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.

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.

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

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;

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- 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.

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.

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.

PREVIOUS TRANSGRESSIONS

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.

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.)

SANCTIONS FOR VIOLATIONS

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;

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- 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.

CONFLICTS OF INTEREST

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.

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.

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

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

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.

DISPUTE RESOLUTION

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 0 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:

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- 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.

GENERAL

This Integrity Pact is governed by and interpreted in accordance with the laws of the Republic of South Africa.

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.

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.

Should one or several provisions of this Integrity Pact turn out to be invalid the remainder of this Integrity Pact remains valid.

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

T2.2-18: 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.

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- 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

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

1. PREAMBLE AND INTRODUCTION

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

2. PROTECTION OF PERSONAL INFORMATION

- 2.1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No. of 2013 "(POPIA)":
consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.
- 2.2. The Operator will process all information by the Transnet in terms of the requirements contemplated in Section 4(1) of the POPIA:
Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.
- 2.3. The Parties acknowledge and agree that, in relation to personal information of Transnet and the information of a third party that will be processed pursuant to this Agreement, the Operator is () hereinafter Operator and the Data subject is "Transnet". Operator will process personal information only with the knowledge and authorisation of Transnet and will treat personal information and the information of a third party which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.
- 2.4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this Agreement and the Operator is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.
- 2.5. In terms of this Agreement, the Operator acknowledges that it will obtain and have access to personal information of Transnet and the information of a third party and agrees that it shall only process the information disclosed by Transnet in terms of this Agreement and only for the purposes as detailed in this Agreement and in accordance with any applicable law.
- 2.6. Should there be a need for the Operator to process the personal information and the information of a third party in a way that is not agreed to in this Agreement, the Operator must request consent from Transnet to the processing of its personal information or and the information of a third party in a manner other than that it was collected for, which consent cannot be unreasonably withheld.
- 2.7. Furthermore, the Operator will not otherwise modify, amend or alter any personal information and the information of a third party submitted by Transnet or disclose or permit the disclosure of any personal information and the information of a third party to any third party without prior written consent from Transnet.

- 2.8. The Operator shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be shared or accessed pursuant to the services offered to Transnet in terms of this Agreement (physically, through a computer or any other form of electronic communication).
- 2.9. The Operator shall notify Transnet in writing of any unauthorised access to personal information and the information of a third party, cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Operator must inform Transnet of the breach as soon as it has occurred to allow Transnet to take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and the information of a third party and to restore the integrity of the affected personal information as quickly as is possible.
- 2.10. Transnet may, in writing, request the Operator to confirm and/or make available any personal information and the information of a third party in its possession in relation to Transnet and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA.
- 2.11. Transnet may further request that the Operator correct, delete, destroy, withdraw consent or object to the processing of any personal information and the information of a third party relating to the Transnet or a third party in the Operator's possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations.
- 2.12. In signing this addendum that is in terms of the POPIA, the Operator hereby agrees that it has adequate measures in place to provide protection of the personal information and the information of a third party given to it by Transnet in line with the 8 conditions of the POPIA and that it will provide to Transnet satisfactory evidence of these measures whenever called upon to do so by Transnet.

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

YES		NO	
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- 2.13. Further, the Operator acknowledges that it will be held liable by Transnet should it fail to process personal information in line with the requirements of the POPIA. The Operator will be subject to any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that Transnet submitted to it.
- 2.14. Should a Tenderer have any complaints or objections to processing of its personal information, by Transnet, the Tenderer can submit a complaint to the Information Regulator on <https://www.justice.gov.za/infoereg/>, click on contact us, click on complaints.IR@justice.gov.za

3. **SOLE AGREEMENT**

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

Signed at _____ on this _____ day of _____ 2021

Name: _____

Title: _____

Signature: _____

_____ **(Pty) Ltd**

(Operator)

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

AS WITNESSES:

- | | | |
|----|-------------|------------------|
| 1. | Name: _____ | Signature: _____ |
| 2. | Name: _____ | Signature: _____ |

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:

SUPPLY, INSTALLATION AND COMMISSIONING OF AIR-CONDITIONING UNITS IN THE PORT OF RICHARDS BAY.

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.
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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:**

Name &
signature of
witness

(Insert name and address of
organisation)

Date

Tenderer's CIDB registration number:

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

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

Signature(s)

Name(s)

Capacity

• **for the
Employer**

Transnet SOC Ltd

Name &
signature of
witness

*(Insert name and address of
organisation)*

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

Transnet National Ports Authority

Tender Number: TNPA/2022/01/0068/RFQ

Description of the Service: Supply, Installation and Commissioning of air-conditioning units in the Port of Richards Bay, Once-off.



Name &
signature
of witness

Date

C1.2 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
		B: Priced contract with bill of quantities
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		Z: <i>Additional conditions of contract</i>
	of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013)	
10.1	The <i>Employer</i> is:	Transnet SOC Ltd (Registration No. 1990/000900/30)
	Address	Registered address: Transnet National Ports Authority Port of Richards Bay Bayvue Building Richards Bay 3900
	Having elected its Contractual Address for the purposes of this contract as:	Transnet National Ports Authority Port of Richards Bay Bayvue Building Richards Bay 3900
10.1	The <i>Project Manager</i> is: (Name)	Yongama Mayekiso
	Address	TNPA Port of Richards Bay Pioneer Centre
	Tel	035 905 3696
	e-mail	Yongama.mayekiso@transnet.net

10.1	The <i>Supervisor</i> is: (Name)	Deon Reddy
	Address	TNPA Port of Richards Bay
	Tel No.	035 905 3088
	e-mail	Deon.Reddy@transnet.net
11.2(13)	The <i>works</i> are	Supply, Installation and Commissioning of air conditioning units in the Port of Richards Bay
11.2(14)	The following matters will be included in the Risk Register	
11.2(15)	The <i>boundaries of the site</i> are	Port of Richards Bay
11.2(16)	The Site Information is in	Part C4
11.2(19)	The Works Information is in	Part C3
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	2 weeks
2	The <i>Contractor's</i> main responsibilities	No additional data is required for this section of the <i>conditions of contract</i>.
3	Time	
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	8 Months
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	2 weeks of the Contract Date.
31.2	The <i>starting date</i> is	21 November 2022
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	3 weeks.
4	Testing and Defects	
42.2	The <i>defects date</i> is	(two) weeks after Completion of the whole of the <i>works</i>.
43.2	The <i>defect correction period</i> is	Immediately
5	Payment	

50.1	The <i>assessment interval</i> is monthly on the	In proportion with approved work by project Manager completed
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 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: TNPA, Port of Richards Bay The <i>weather data</i> are the records of past <i>weather measurements</i> for each calendar month which were recorded at: TNPA, Port of Richards Bay 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	
84.1	The <i>Employer</i> provides these insurances from the Insurance Table	
	1 Insurance against:	Loss of or damage to the <i>works</i>, Plant and Materials is as stated in the Insurance policy for Contract Works/ Public Liability.

Cover / indemnity:	to the extent as stated in the insurance policy for Contract Works / Public Liability
The deductibles are:	as stated in the insurance policy for Contract Works / Public Liability
2 Insurance against:	Loss of or damage to property (except the <i>works</i>, Plant and Materials & Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising out of or in connection with the performance of the Contract as stated in the insurance policy for Contract Works / Public Liability
Cover / indemnity	Is to the extent as stated in the insurance policy for Contract Works / Public Liability
The deductibles are	as stated in the insurance policy for Contract Works / Public Liability
3 Insurance against:	Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability
Cover / indemnity	Is to the extent as stated in the insurance policy for Contract Works / Public Liability
The deductibles are:	As stated in the insurance policy for Contract Works / Public Liability
4 Insurance against:	Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon
Cover / indemnity	Cover / indemnity is to the extent provided by the SASRIA coupon
The deductibles are	The deductibles are, in respect of each and every theft claim, 0,1% of the contract value subject to a minimum of R2,500 and a maximum of R25,000.
Note:	The deductibles for the insurance as stated above are listed in the document titled "Certificate of Insurance: Transnet (SOC) Limited Principal Controlled Insurance."

- 84.1 The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the *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 sub-contractor**
 - 4 Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R 5 000 000/R10 000 000.**

		<p>7 The insurance coverage referred to in 1, 2, 3, 4, 5 and 6 above shall be obtained from an insurer(s) in terms of an insurance policy approved by the <i>Employer</i>. The <i>Contractor</i> shall arrange with the insurer to submit to the <i>Project Manager</i> the original and the duplicate original of the policy or policies of insurance and the receipts for payment of current premiums, together with a certificate from the insurer or insurance broker concerned, confirming that the policy or policies provide the full coverage as required. The original policy will be returned to the <i>Contractor</i>.</p>
84.2	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the works, Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) caused by activity in connection with this contract for any one event is	<p>Whatever the <i>Contractor</i> requires in addition to the amount of insurance taken out by the <i>Employer</i> for the same risk.</p>
9	Termination	<p>There is no additional Contract Data required for this section of the <i>conditions of contract</i>.</p>
10	Data for main Option clause	
B	Priced contract with Bill of Quantities	<p>No additional data is required for this Option.</p>
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is	<p>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>.</p>
W1.2(3)	The <i>Adjudicator nominating body</i> is:	<p>The Chairman of the Association of Arbitrators (Southern Africa)</p>
	If no <i>Adjudicator nominating body</i> is entered, it is:	<p>the Association of Arbitrators (Southern Africa)</p>
W1.4(2)	The <i>tribunal</i> is:	<p>Arbitration</p>
W1.4(5)	The <i>arbitration procedure</i> is	<p>The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)</p>

The place where arbitration is to be held is **Richards Bay, 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)

X7 Delay damages

X7.1 Delay damages for Completion of the whole of the *works* are

To be equated to the actual monetary loss of Transnet per day

Z Additional conditions of contract are:

**Z5 Additional clauses relating to
Joint Venture**

Z5.1

Insert the additional core clause 27.5

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

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

- **A brief description of the Contract and the Deliverables;**
- **The name, physical address, communications addresses and domicilium citandi et executandi of each of the constituents and of the Joint Venture;**
- **The constituent's interests;**
- **A schedule of the insurance policies, sureties, indemnities and guarantees which must be taken out by the Joint Venture and by the individual constituents;**
- **Details of an internal dispute resolution procedure;**
- **Written confirmation by all of the constituents:**
 - i. **of their joint and several liabilities to the *Employer* to Provide the Works;**
 - ii. **identification of the lead partner in the joint venture confirming the authority of the lead partner to bind the joint venture through the *Contractor's* representative;**
 - iii. **Identification of the roles and responsibilities of the constituents to provide the Works.**
- **Financial requirements for the Joint Venture:**
 - iv. **the working capital requirements for the Joint Venture and the extent to which and manner whereby this will be provided and/or guaranteed by the constituents from time to time;**
 - v. **the names of the auditors and others, if any, who will provide**

Z5.2

Insert additional core clause 27.6

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

Z9 **Protection of Personal
Information Act**

Z9.1

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

C1.2 Contract Data

Part two - Data provided by the *Contractor*

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

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

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name):	
	Address	
	Tel No.	
	Fax No.	
11.2(8)	The <i>direct fee percentage</i> is	%
	The <i>subcontracted fee percentage</i> is	%
11.2(18)	The <i>working areas</i> are the Site and	
24.1	The <i>Contractor's</i> key persons are:	
	1 Name:	
	Job:	
	Responsibilities:	
	Qualifications:	
	Experience:	
	2 Name:	
	Job	
	Responsibilities:	
	Qualifications:	
	Experience:	
11.2(14)	The following matters will be included in the Risk Register	



31.1	The programme identified in the Contract Data is	
B	Priced contract with bill of quantities	
11.2(21)	The <i>bill of quantities</i> is in	
11.2(31)	The tendered total of the Prices is	(in figures)
		(in words), excluding VAT
	Data for Schedules of Cost Components	<i>Note "SCC" means Schedule of Cost Components starting on page 60 of ECC, and "SSCC" means Shorter Schedule of Cost Components starting on page 63 of ECC.</i>

B	Priced contract with bill of quantities	Data for the Shorter Schedule of Cost Components
41 in SSCC	The percentage for people overheads is:	%



PART 2: PRICING DATA

Document reference	Title	
C2.1	Pricing instructions: Option A	
C2.2	The <i>price list</i>	
C2.3	Total for Contract	

C2.1 Pricing instructions: Option A

1. THE *CONDITIONS OF CONTRACT*

1.1. How work is priced and assessed payment

Clause 11 in NEC3 Term Service Contract, April 2013 (TSC3) core clauses and Option A states:

- | | | |
|-------------------------------------|------|---|
| Identified and defined terms | 11 | |
| | 11.2 | <p>(12) The Price List is the <i>price list</i> unless later changed in accordance with this contract.</p> <p>(17) The Price for services Provided to Date is the total of:</p> <ul style="list-style-type: none"> • the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed and • Where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the <i>Contractor</i> has completed by the rate. <p>(19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.</p> |

This confirms that Option A is a priced contract where the Prices are derived from a list of items of service which can be priced as lump sums or as expected quantities of service multiplied by a rate or a mix of both.

1.2. Function of the Bill of Quantities

Clause 54.1 in Option A states: "Information in the Price List is not Service Information". This confirms that instructions to do work or how it is to be done are not included in the Price List but in the Service Information. This is further confirmed by Clause 20.1 which states, "The *Contractor* Provides the Service in accordance with the Service Information". Hence the *Contractor* does not provide the Service in accordance with the Price List. The Price List is only a pricing document.

1.3. Link to the *Contractor's Plan*

Clause 21.4 states "The *Contractor* provides information which shows how each item description on the Price List relates to the operations on each plan which they submit for acceptance". Hence when compiling the *price list*, the tendering contractor needs to develop his first clause 21.2 plan in such a way that operations shown on it can be priced in the *price list* and result in a satisfactory cash flow in terms of clause 11.2(17).

1.4. Preparing the *price list*

It will be assumed that the tendering contractor has read Pages 14, 15 and 76 of the TSC3 Guidance Notes before preparing the price list. Items in the *price list* may have been inserted by the *Employer* and the tendering contractor should insert any additional items which he considers necessary. Whichever party provides the items in the *price list* the total of the Prices is assumed to be fully inclusive of everything necessary to Provide the Service as described at the time of entering into this contract.

1. As the *Contractor* has an obligation to correct Defects (core clause 42.1) and there is no compensation event for this unless the Defect was due to an *Employer's* risk, the lump sum Prices and rates must also include for the correction of Defects.
2. If the *Contractor* has decided not to identify a particular item in the *price list* at the time of tender the cost to the *Contractor* of doing the work must be included in, or spread across, the other Prices and rates in the *price list* in order to fulfil the obligation to complete the service for the tendered total of the Prices.
3. There is no adjustment to lump sum prices in the price list if the amount, or quantity, of work within that lump sum item if service later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the Prices is as a result of a compensation event. See Clause 60.1.
4. Hence the Prices and rates tendered by the *Contractor* in the *price list* are inclusive of everything necessary and incidental to Providing the Service in accordance with the Service Information, as it was at the time of tender, as well as correct any Defects not caused by an *Employer's* risk.
5. The *Contractor* does not have to allow in his Prices and rates for matters that may arise as a result of a compensation event. It should be noted that the list of compensation events includes those arising as a result of an *Employer's* risk event listed in core clause 80.1.

1.5. Format of the *price list*

(From page 73 of the TSC3 Guidance Notes)

Entries in the first four columns in the *price list* in section C2.2 are made either by the *Employer* or the tendering contractor.

If the *Contractor* is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tendering contractor enters the amount in the Price column only, the Unit, Expected Quantity and Rate columns being left blank.

If the *Contractor* is to be paid an amount for an item of work which is the rate for the work multiplied by the quantity completed, the tendering contractor enters the rate which is then multiplied by the Expected Quantity to produce the Price, which is also entered.

If the *Contractor* is to be paid a Price for an item proportional to the length of time for which a service is provided, a unit of time is stated in the Unit column and the expected length of time (as a quantity of the stated units of time) is stated in the Expected Quantity column.

2. MEASUREMENT AND PAYMENT

2.1. Symbols

The units of measurement described in the Price List are metric units abbreviated as follows:

Abbreviation	Unit
%	percent
h	hour
No.	Number
RO	Rate only
Sum	Lump sum

2.2. General assumptions

- 2.2.1. The Contract Document may contains terms such as "*Contractor, Engineer, Project Manager, Material, Plant, Schedules of Quantities, etc.*" which may appear to be in conflict with the TSC3, *Employer's Service Information* and the Price List. These terms should be interpreted in their original context.
- 2.2.1.1. The terms "Schedules of Quantities", "Bill of Quantities" and "Price List" shall have the same meaning.
- 2.2.1.2. The title "*Engineer, Project Manager, Supervisor*" shall be interpreted as "*Service Manager*".
- 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 Price List 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 the service required.
- 2.2.4. Clause 63.13 in Option A 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 *price list* specifically for such matters, then the *Contractor* is deemed to have allowed for all costs associated with such requirements within the tendered rates and Prices in the Price List.
- 2.2.6. An item against which no Price is entered will be treated as covered by other Prices or rates in the *price list*. 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 Price List 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 *Service Manager* at each assessment date will be used for determining payments due and not the quantities given in the Price List.
- 2.2.8. The short descriptions of the items of payment given in the *price list* 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 Conditions of Contract and Service Information.

- 2.2.9. All prices are to be shown excluding VAT unless instructed otherwise by the *Employer* in the Tender Data or an instruction the *Employer* has given before the tenderer entered their Prices.
- 2.2.10. Where items in the Price List include reference to trade names or proprietary brands, the reference is used in order to establish the required type and quality of product on which the price is based.

C2.2 The Price List

C2.2.1 Part A: Preliminary & General

ITEM NO.	DESCRIPTION	UNIT	QTY	RATE	PRICE
A	<u>PRELIMINARY AND GENERAL</u>				
A1	<u>Preliminary and General</u> Contractor's contractual obligations to manage and execute the Contract. (detailed breakdown to be provided upon request for such information):	Sum	1		

C2.2.2 PART B: SUPPLY & INSTALLATION

ITEM NO.	DESCRIPTION	UNIT	QTY	RATE	PRICE
B	<u>SUPPLY, DELIVER, INSTALLATION, COMMISSIONING, AND TESTING</u>				
	TSA Weighbridge 1 Equipment room A/C (Self Start) indoor-outdoor AC unit	12000	1		
	TSA Weighbridge 2 Equipment room A/C (Self Start) indoor-outdoor AC unit	12000	1		
	TSA Weighbridge 3 Equipment room A/C. (Self-Start) indoor-outdoor AC unit	12000	1		
	TSA Guard House. indoor-outdoor AC unit	12000	1		
	Data Room Departure Yard. (Self-Start) indoor-outdoor AC unit	12000	1		
	Data Room 2279 (Self Start) indoor-outdoor AC unit	12000	1		
	Data Room Maritime House. (Self-Start). indoor-outdoor AC unit	12000	1		
	Elwazini Equipment room. (Self-Start) indoor-outdoor AC unit	12000	1		
	CCTV Boardroom. indoor-outdoor AC unit	12000	1		
	Helipad Security Office. indoor-outdoor AC unit	12000	1		
	Helipad Container. indoor-outdoor AC unit	12000	5		
	Helipad Workshop. indoor-outdoor AC unit	12000	1		
	Thandeka Maritime House. indoor-outdoor AC unit	12000	1		

	IT Boardroom. indoor-outdoor AC unit	12000	1		
	Bayvue Top Floor. indoor-outdoor AC unit	18000	4		
	Storerooms. indoor-outdoor AC unit	12000	4		
	Gym indoor-outdoor AC unit	60000	2		
	Gym. indoor-outdoor AC unit	36000	1		
	Berthing. indoor-outdoor AC unit	18000	2		
	Berthing Supervisors Office. indoor-outdoor AC unit	12000	1		
	HR Boardroom. indoor-outdoor AC unit	18000	1		
	Canteen. indoor-outdoor AC unit	60000	2		
	Canteen Office. indoor-outdoor AC unit	12000	1		
	209 Fire Office. indoor-outdoor AC unit	18000	1		
	Risk Department. indoor-outdoor AC unit	18000	1		
	Clinic. indoor-outdoor AC unit	12000	3		
	Bayvue Equipment room. indoor-outdoor AC unit	12000	1		
	TSA weighbridge equipment. Self-start. indoor-outdoor AC unit	12000	1		
	Data room departure yard. Self-start. indoor-outdoor AC unit	12000	1		
	Data room 2279. Self-start. indoor-outdoor AC unit	12000	1		
	Data room maritime house. Self-start. indoor-outdoor AC unit	12000	1		
	Helipad security room. indoor-outdoor AC unit	12000	1		
	Helipad Container. indoor-outdoor AC	12000	4		

	unit				
	Thandeka's office Maritime House. indoor-outdoor AC unit	12000	1		
	Truck staging guard house. indoor-outdoor AC unit	12000	1		
	Bayvue Top Floor. indoor-outdoor AC unit	18000	4		
	RB4 Tug. indoor-outdoor AC unit	24000	1		
	Bayvue Top Floor. indoor-outdoor AC unit	18000	4		
	Weighbridge no.3. indoor-outdoor AC unit	12000	1		
	Storerooms. indoor-outdoor AC unit	12000	4		
	HQ Osizweni Centre Boardroom. indoor-outdoor AC unit	24000	1		
	Air Conditioner (to be assigned). indoor-outdoor AC unit	12000	4		
	Air Conditioner Spare (to be assigned). indoor-outdoor AC unit	18000	4		
	Air Conditioner Spare (to be assigned). indoor-outdoor AC unit	24000	5		
	Clinic indoor wall mount unit	12000	5		
	Clinic ceiling unit	6000	2		
	Clinic Multi zone outdoor unit	24000	1		
	Clinic Multi zone outdoor unit	36000	1		

C2.3 Total for Contract

ITEM NO.	DESCRIPTION	Price
A	TOTAL PART A	
B	TOTAL PART B	
I	GRAND TOTAL	

PART C3: SCOPE OF WORK

Document reference	Title	No of page
C3.1	This cover page	1
	<i>Employer's Works Information</i>	4-13
Annexure A	Safety Health and Environmental Specification	
	Total number of pages	13

C3.1 EMPLOYER'S WORKS INFORMATION

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SECTION 1

1 Description of the *works*

1.1 Executive overview

The work covered by this contract comprises of the complete electrical installation in working order, as per this specification for all Air Conditioners. The scope includes the wiring, supply and installation of all Air Conditioners, piping, gas, electrical fittings and connection of such equipment supplied as well as a 12 months maintenance period. The works shall conform to SANS10142-1 and OHS Act and a Certificate of Compliance shall be issued for each installation.

The *works* that the *Contractor* is to perform *involve*:

The electrical *Contractor* provides all materials, equipment, labour and services necessary for the complete and efficient operation of the electrical installations in accordance with the intent of the specification. All equipment and material comply with the requirements and standards as described in this document.

1.2 *Employer's objectives*

The *Employer's* objectives are:

- Decommissioning of existing air-conditioning equipment and place them at a TNPA approved site
- Supply, delivery and installation of air-conditioning compressor units, down blow units supplying computer room including all associated pipework, fittings, controls, insulation and sensors.
- Operational manuals
- Maintenance period of 12 months
- Closeout

Proposed technical requirements:

- Tenderers shall be registered with the Contracting Industry Development Board CIDB as 2 ME
- Tenderers shall be registered with professional body/bodies South African Institute of Refrigeration and Air Conditioning or the South African Refrigeration & Air Conditioning Contractors' Association and provide certification.
- Tenderers shall comply with the Technical Criteria Table 4

1.3 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
COLTO	Committee of Land Transport Officials
CSHEO	Contractor's Safety, Health and Environmental Officer
DWG	Drawings
EMP	Environmental Management Plan
EMP	Environmental Management Plan
EMPr	Environmental Management Programme
EO	Environmental Officer
HAZOP	Hazard and Operability Study
IP	Intrinsic Protection
NQF	National Qualification Framework
QA	Quality Assurance
R&D	Research and Development
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
SHEQ	Safety, Health, Environment and Quality
SSO	Switched Socket Outlet

2 Engineering and the Contractor's design

2.1 Employer's design

- 2.1.1. There is no design work required for this project. The work will be done on existing TNPA buildings air conditioners and such work includes the installation of replacement air conditioners.

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

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

- 2.2.1.1. It is expected that the *Contractor* in his design follows the specification and the bill of materials and confirm that all quantities are correct in order to ensure he/she tenders accurately.

2.2.2. The *Contractor* is responsible in his design for the overall integration of the design of the works with the specification of the *Employer*.

2.2.2.1. It is expected that the *Contractor* follows the specification and the bill of materials and integrate his plan of the work such to provide a safe electrical installation and provide a COC upon completion.

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

2.3 Procedure for submission and acceptance of Contractor's design

2.3.1. The *Contractor* shall address the following procedures:

2.3.1.1. Submit a detailed method statement to the *Employer* which shall address all the *Employer's* design, Plant and Materials Standards Workmanship. This will follow a procurement process which will be defined for this particular project.

3 Execution of the work

3.1 Temporary works, Site services & constraints

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

3.1.1.1. The *Contractor* must comply with the *Employer's* Site entry and Port security control, permits and Site regulations. The *Employer* provides coded ID cards to all *Contractor's* employees for access/egress of personnel, plant, material and equipment within the Site boundaries.

3.1.1.2. Access must be subject to the Transnet National Ports Authority security requirements and regulations, which states that "access should be obtained for all the *Contractor's* personnel at Permit Office located at Sizakala Truck Staging Facility". The *Contractor* must make a cost and time allowance for obtaining the necessary permits, including labour and transportation within his rates. All *Contractor* personnel must at all times wear their security identity (ID) card so as to be easily identifiable as being employed by the particular company concerned.

3.1.1.3. The *Contractor* must ensure that all materials, machinery or equipment brought by him onto the premises are recorded at the main gate(s) and/or checkpoint(s). Failure to do this may result in a refusal by the Employer to allow the materials, machinery or equipment to be removed from the premises.

3.1.2 The *Contractor* complies with the following requirements of the *Employer*:

3.1.2.1. The *Contractor* and his employees must enter and leave the premises only through the main gate(s) and/or checkpoint(s) designated by the Employer. The *Contractor* must ensure that

employees observe the security rules of the Employer at all times and must not permit any person who is not directly associated with the work from entering the premises.

3.1.2.2. The *Contractor* and his employees must not enter any area of the premises that is not directly associated with their work.

3.1.2.3. The *Contractor* shall ensure 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.

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

3.1.3.1. The Contractor is specifically excluded from entering the Employer's Operational Areas which are adjacent to the Site and Working Areas. The Contractor plans and organises his work in such a manner so as to cause the least possible disruption to the Employer's operations.

3.1.4 The *Contractor* complies with the following road safety regulations requirements of the *Employer*:

3.1.4.1. The speed limit in most internal roads within the Port of Richards Bay is 40km/h unless otherwise indicated, compliance with these regulations are enforced and must be complied with, access cards/permit will be revoked if found to be non-compliant.

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

3.1.5.1. There is a permit card access system to enter the Port Area. The Project Manager on behalf of the Employer will arrange the required access permits and issue them to the Contractor free of charge.

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

3.1.6.1. Normal working hours at the Port of Richards Bay are from 08:00 to 16:30, Monday to Friday, Inclusive. For any extended hours or overtime the Contractor shall apply in writing and obtain approval from the Project Manager / Employer.

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

3.1.8 Health and safety facilities on Site:

3.1.8.1. The Contractor's personnel must be subject to all safety procedures and regulations as laid down by TNPA Health and Safety Specification.

3.1.8.2. In the event of fire on work site, the Contractor must provide the first response to minor fires and inform TNPA personnel of the fire, then vacate the site immediately in compliance

to the Contractor's evacuation procedure. Any major fires must be immediately reported to the TNPA Fire Department for intervention.

3.1.8.3. The Contractor must note that smoking must not be allowed on the site within 30m of Building(s), it must only be allowed in designated and clearly marked smoking areas. No open fires must be lit anywhere on site.

3.1.8.4. The Contractor must be responsible for ensuring the satisfactory and safe condition of all power tools and equipment. All electrically powered equipment must be compliant to OHS Act Standards. The use of electrically powered equipment must be subject to the prior approval of TNPA.

3.1.8.5. The Contractor must enter into and execute an Agreement with the Employer as provided for under Section 37(2) of the Occupational Health and Safety Act (1993). The Agreement must be in the form of the pro-forma included elsewhere in this document.

3.1.8.6. All Contractor's staff and labour working within port shall comply with the Employer's operational Health and Safety requirements and shall be equipped with all necessary PPE, high visibility apparel

3.1.9 The *Contractor* complies with the requirements stated under paragraph 2.3 of C3.1 *Employer's Works Information*.

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

3.1.10.1 The Contractor must take every precaution to avoid damage to vegetation adjacent to the works. Any damage caused is to be repaired at the contractor's expense.

3.1.11 The *Contractor* provides a notice board

The *Contractor* shall provide and erect a project name board which must first be approved by the Project Manager. The sign board must contain details of the following:

- Details of the *Contractor*
- Description of the work

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

3.1.13 *Contractor's Equipment*

3.1.13.1. 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.

3.1.14 Equipment provided by the *Employer*

3.1.14.1. No Equipment shall be provided by the Employer

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

3.1.15.1. Ablution facilities for the use by the Contractor

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

3.1.17 Control of noise, dust, water and waste

3.1.17.1. The *Contractor* must submit his proposed methods of executing the work which demonstrate the measures taken to avoid and or reduce any nuisance arising from dust, noise and vibration for acceptance by the Project Manager.

3.2 Completion, testing, commissioning and correction of Defects

3.2.1 The *work* to be done by the Completion Date

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

Table 1: Works completion

Item of work	To be completed by
Complete electrical installation in working order	Date agreed upon on accepted final project plan
Certificate of compliance	After the defects period
Handover	After all defects have been concluded

3.2.2 Start-up procedures required to put the *works* into operation

The *Contractor* shall be responsible to ensure that the entire electrical installation is in a safe working condition such that each building is ready for immediate use by employees.

3.2.3 Take over procedures

The Contractor shall ensure that only after he/she has tested the installation and deemed it safe and issued a certificate of compliance in the presence of the Project Manager then only take over will happen for each building covered by this scope.

4 Plant and Materials Standards and Workmanship

4.1 Investigation, Survey and Site Clearance

The *Contractor* carries out the following investigations at the Site:

- a. Conducts an investigation to determine all existing services on the site. Marks and records all these services.
- b. Conducts an in-survey and an out survey.
- c. Maintains a concise record of the conditions of all existing buildings, structures and services.

4.2 Standards

4.2.1. The work is carried out strictly in accordance with:

- The Occupational Health and Safety Act and Regulations (Act no. 85 of 1993 as amended);
- The SANS code of Practice for Wiring of Premises, SANS 10142-1 as amended;
- The standard and particular electrical specifications;
- Any municipal by-laws and regulations;
- The local authority requirements.
- The Low Voltage switchgear and control gear assemblies – SANS 1973 - 1
- The earthing of low voltage distribution systems – SANS 10292
- The National Building Regulations – SANS 10400.
- SANS 10142 - Code of Practice for the wiring of Premises
- SABS 0147 - Code of Practice for Refrigeration & Air-conditioning Installations
- SABS 0173 - Code of Practice for the installation, testing & balancing of air
- SABS 1091 - National colour standards for paint
- BS 587 - Specification for motor starters and controllers

4.3 Materials

4.3.1. Electrical Supply

- 4.3.1.1. The main supply will be provided by Transnet. The entire site has existing medium voltage substations. Low voltage 400V, 3-phase 50Hz power supply required by each Building site is available. All Buildings will be fed from different substations.

4.3.2. Low Voltage Cable

- 4.3.2.1. Low voltage cables are PVC/SWA/PVC ECC type with copper conductors which comply with the requirements of SANS 1507. Main cables are supplied with earthing conductor.

- 4.3.2.2. The supply, installation, termination and jointing of cables comply with SANS 10198 and with the requirements of these documents. No jointing will be allowed in cables unless authorised by the Engineer.
- 4.3.2.3. Earthing shall comply with the requirements of the Supply Authority and SANS 10142-1 as amended.
- 4.3.2.4. Cables are labelled at all terminations with suitable and approved labels (stainless steel Dymo-tape or Irvone white ivorene label written in black) indicating:
 - i) Origin and Destination; (e.g. from Main DB to DB – 1)
 - ii) Cable size and no. of cores; (e.g. 50mm² 4-core)
 - iii) Conductor type. (E.g. PVC/SWA/PVC Copper ECC cable)
- 4.3.2.5. Electrical Contractor refers to a site layout for a route of a cable. The final cable routes are determined on site before installation commences.
- 4.3.2.6. All cable glands shall be of the CCG or Pratley type IP 65 rated and conform to SANS 1213. All cables have cable glands at the termination points.

4.3.3. Conduit and fittings

a. Surface Mounted In Visible / Exposed Areas

- 4.3.3.1. Electrical Contractor is to install PVC trunking in all AC visible gas and electrical wiring and make good the installation. Trunking jointing to be done with couplings or approved jointing accessories for conduit jointing and electrical Contractor is to make sure that the jointing or connection of trunking is permanently fixed.

4.3.4. Mounting heights and positions

- 4.3.4.1. Mounting heights and positions of all equipment and fittings shall be determined by the contractor following SANS10142-1 as well as particular specification.
- 4.3.4.2. All cases where doubt may exist are referred to the Engineer for a decision.

4.3.5. Switching socket outlets, light switches and isolators

a. Exterior Isolators

- 4.3.5.1. Exterior mounted Isolators are weather-proof to IP65 standards.
- 4.3.5.2. The isolators are mounted within 1 m of the unit terminals.
- 4.3.5.3. All final connections comply with the requirements of SANS 10142.

4.3.5.4. Outlets are single or three phase IP65 weather-proof surface mounted isolators wall-mounted at ± 1 500 m AFFL or/and as per drawing. In the positions indicated.

4.3.5.5. Final connections to the equipment is done via PVC conduit.

4.3.6. Air Conditioners

a. General

- The Air Conditioners shall be of split type design, with cooling and heating options.
- The air conditioner shall be a R410A refrigerant, TNPA shall not accept air conditioner using R22 refrigerant.
- The air conditioners shall generally be in accordance with SANS 1125 with sound levels not exceeding the values specified.
- Room air side shall be equipped with a suitable and easily accessible filter, variable fan speed, adjustable directional air discharge grille, adjustable outside air intake damper, control thermostat, electric heating elements (if not specified as reverse cycle heating) (where applicable), drain pan and drain piping, cooling coil, controls and control panel and complete wiring, including interlocking with outdoor unit.
- The outdoor unit shall contain the matching compressor unit, air-cooled condenser, condenser fan within a waterproof painted and corrosion protected casing.
- The indoor/outdoor units shall be interconnected with refrigerant piping (separately insulated suction and delivery piping for reverse cycle units), electric wiring and interlocking control cabling.
- Where applicable provision shall be made in the unit design to re-evaporate condensate from the condenser.
- Provision shall however be made in all cases for the drainage of excessive condensate to the nearest building drain (where practical) by means PVC tubing not less than 18mm diameter.
- All panels shall be neat fitting with hardwearing exposed surfaces of baked enamel or equal finish.
- The tenderer shall quote on established brands that have been in the market for at least ten years and have proven to function effectively in a high humidity environment or similar units that are currently installed at TNPA, namely LG, Samsung, York and Trane. Prices shall be given on each brand and size.
- TNPA reserves the right to change the location of the units.

b. Electrical

- Electrical interlocking shall be provided to ensure that compressor cannot run without both indoor and outdoor fans running, electric heating elements can only be switched on if the indoor fan is running, it shall not be possible to switch cooling and heating on simultaneously (where applicable)
- All conduit and draw boxes shall be installed flush in the walls or partitions.
- Surface mounted wiring in trunking or the like will only be accepted if specified as such.
- No joints will be allowed in the control wiring.

c. Cooling and heating

- Unless otherwise specified in the air conditioners in the cooling mode shall be rated at 35°C ambient dry bulb air temperature on to the condenser, 27°C dry bulb and 19°C wet bulb air entering conditions to evaporator, all at sea level with the cooling capacities specified at these conditions.

d. Mechanical parts

- Where visible and/or exposed to the weather or possible mechanical damage refrigerant piping and cabling shall be run inside trunking, neatly erected.

e. Remote control

- AC units shall be controlled via remote control.
- Remote controls shall be mounted at eye level in the positions indicated.

f. Refrigeration and Piping

- Split type units shall consist of a direct expansion indoor fan coil unit and a separate (remote) externally located air-cooled condensing unit.
- Suction lines shall be insulated. Suction and delivering lines may not be insulated grouped together as for a single line. Vapour barrier integrity will be critical to prevent dripping.
- Gas piping (insulated as specified) and wiring shall be installed in trunking throughout for protection, painted as specified where exposed or visible.
- Refrigerant piping shall be sized and fitted in accordance with the manufacturer's requirements.

g. Coastal Applications

- All steel parts exposed to the atmosphere or to ambient air (including outdoor unit air path) shall be either hot-dip galvanised or electroplated before painting.
- Outdoor unit coil shall be constructed of copper to copper tubing and fins. Electric terminals and connections shall be corrosion protected.
- The complete compressor unit internal parts fan motors, fan scroll and internal fan wheels shall similarly be sprayed with a continuous layer of rust preventive (Blue chemo).

h. Mounting

- Outdoor units shall be installed on galvanised steel brackets, properly braced and fixed.
- The indoor fan coil unit shall be wall mounted as agreed with the Engineer.

4.4 Extent of the Work

- 4.4.1. Supply and installation of air-conditioning units as per the Specification in the following locations in complete working order ready for immediate use including 1 year maintenance free period, maintenance manuals, and a certificate of compliance for the installation.

DESCRIPTION	BTU	Unit	QTY
TSA Weighbridge 1 Equipment room A/C (Self Start)	12000	Ea	1
TSA Weighbridge 2 Equipment room A/C (Self Start)	12000	Ea	1
TSA Weighbridge 3 Equipment room A/C. (Self Start)	12000	Ea	1
TSA Guard House.	12000	Ea	1
Data Room Departure Yard. (Self Start)	12000	Ea	1
Data Room 2279 (Self Start)	12000	Ea	1
Data Room Maritime House. (Self-Start).	12000	Ea	1
Elwazini Equipment room. (Self-Start)	12000	Ea	1
CCTV Boardroom.	12000	Ea	1
Helipad Security Office.	12000	Ea	1
Helipad Container.	12000	Ea	5
Helipad Workshop.	12000	Ea	1
Thandeka Maritime House	12000	Ea	1
IT Boardroom.	12000	Ea	1
Bayvue Top Floor.	18000	Ea	4
Store Rooms.	12000	Ea	4
Gym	60000	Ea	2
Gym	36000	Ea	1
Berthing	18000	Ea	2
Berthing Supervisors Office.	12000	Ea	1

HR Boardroom.	18000	Ea	1
Canteen	60000	Ea	2
Canteen Office.	12000	Ea	1
209 Fire Office.	18000	Ea	1
Risk Department	18000	Ea	1
Clinic.	12000	Ea	3
Bayvue Equipment room.	12000	Ea	1
TSA weighbridge equipment. Self-start	12000	Ea	1
Data room departure yard. Self-start	12000	Ea	1
Data room 2279. Self-start	12000	Ea	1
Data room maritime house. Self-start	12000	Ea	1
Helipad security room	12000	Ea	1
Helipad container	12000	Ea	4
Thandeka's office Maritime House	12000	Ea	1
Truck staging guard house	12000	Ea	1
Bayvue Top Floor	18000	Ea	4
RB4 Tug	24000	Ea	1
Bayvue Top floor	18000	Ea	4
Weighbridge no.3	12000	Ea	1
Store rooms	12000	Ea	4
HQ Osizweni Centre Boardroom	24000	Ea	1
Air Conditioner (to be assigned)	12000	Ea	4
Air Conditioner Spare (to be assigned)	18000	Ea	4
Air Conditioner Spare (to be assigned)	24000	Ea	5

SECTION 2

2 Management and start up

2.1 Management meetings

Regular meetings of a general nature may be convened and chaired by the *Project Manager* as follows:

Table 2 : Meetings

Title and purpose	Approximate time & interval	Location	Attendance by:
Overall Contract - Progress and feedback.	Monthly on a day and time mutually to be agreed.	Port of Richards Bay	Employer, Contractor, Supervisor, Project Manager, including relevant stakeholder's as may be deemed relevant
Site Inspections	Ad hoc	Port of Richards Bay	<i>Employer, Contractor, Supervisor, Project Manager</i> , including other stakeholder's as may be deemed relevant
<i>Safety Pre-Mobilisation Meeting</i>	<i>Once off at the kick-off meeting.</i>	Port of Richards Bay	<i>Employer, Contractor</i> (appropriate key persons), <i>Supervisor</i> (as necessary and appropriate delegates), and <i>Project Manager</i> , including other stakeholder's as may be deemed relevant
Safety, Health and Environment Induction Training.	Once off Induction programme prior to commencing any work on site and each time for a new start.	Port of Richards Bay	<i>Employer, Contractor</i> (all personnel to work on site), <i>Supervisor, Project Manager</i> , including other stakeholder's as may be deemed relevant

Meetings of a specialist nature may be convened as specified elsewhere in this Works Information or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the *works*. Records of these meetings are to be submitted to the *Project Manager* by the person convening the meeting within five days of the meeting.

All meetings are to be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register are not to be used for the purpose of confirming actions or instructions under the contract as these are to be done separately by the person identified in the *conditions of contract* to carry out such actions or instructions.

2.2 Progress meetings

The Contractor updates the program and supplies the progress reports to show actual and expected progress compared to the latest agreed Contract Program. Progress information may be verified by the Project Manager at any stage.

The methodology to define work content in the progress curves needs to be agreed to between the Contractor and Employer within 5 days of Contract Award and may include parameters such as number of AC units installed, etc.

The work content needs to be specifically designed to suit the type of work and to effectively indicate actual progress against planned progress.

Progress report is submitted in line with the requirements as specified in the table below.

Table 3 : Progress Reporting

ITEM	DESCRIPTION	FREQUENCY
1.	General Planning Report and revised network if logic has changed since the previous report.	2 Weekly

2.3 Documentation Control

2.3.1. In undertaking the '*Works*' the supplier of documentation and data for the Project is responsible for ensuring that all documentation and data submitted conforms to the Project Standards and data Quality requirements in terms of numbering, uniqueness, quality, accuracy, format, completeness and currency of information. Data not meeting the Project Standards and data Quality requirements will be cause for rejection and returned to the *Contractor* for corrective action and re-submission.

2.3.2. The specific documents that shall form part of the work include but not limited to:

- ❖ Certificate of Compliance – Supplied by the Contractor
- ❖ Equipment data sheets- Supplied by the Contractor
- ❖ Pre-site handover- Supplied by the Client
- ❖ Final site handover - Supplied by the Client
- ❖ Closeout report- Supplied by Contractor

2.3.3. 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.

2.4 Safety risk management

- 2.4.1. The Employer has a strict Health and Safety policy. At tender stage the tenderer shall submit a health and safety plan which shall contain at least:
- Valid letter of good standing with insurance body.
 - Roles and responsibilities of legal appointees.
 - Safety Officer Role and responsibility.
 - Safety, Health & Environmental Policies.
 - Overview of Tenderer's SHE system.
 - Overview of RA process and examples.
 - List of job categories for project and competencies required per category and plan to address and meet outstanding competencies.
 - Six months' synopsis of SHE incidents, description, type and action taken.
 - Overview of selection process of subcontractors.
 - SHE challenges envisaged for the project and how they will be addressed and overcome.
 - Procedures concerning Hazard Identification and Risk Assessment (HIRA)
 - Emergency Preparedness and Response procedures
 - Sub-contractor Alignment procedures
 - Construction Safety Work Method Statement
 - Details concerning the management of Personal protective equipment (PPE)
- 2.4.2. The awarded Contractor shall complete a project specific Health and Safety file based on Transnet Health and Safety specification requirements. It shall be issued to the Employer for review and approval prior to work starting on site and only once approved will access to site be allowed.
- 2.4.3. All persons including sub-contractors working on the site are required to undergo an induction that will state the detailed requirements for entering the Port of Richards Bay and working on the site. This will include the use of PPE and other requirements that may be imposed. The date and time for the required inductions will be communicated by the Employer prior to site access.

2.5 Environmental constraints and management

- 2.5.1 The work will be executed in the Port of Richards Bay with the following environmental conditions:
- Altitude 0 to 1800m above sea level
 - Ambient air temperature Max 45 deg. C; Min. -5 deg. C
 - Humidity as high as 96 %
 - Lightning conditions Severe with 12 flashes/km2/annum
 - In addition, the atmosphere will be of a highly saline and dust-laden nature.
- 2.5.2 The *Contractor* performs the *works* and all activities within the Site and Working Areas having due regard to the environment and to environmental management practices as more particularly described within the SHE Specification including Health and Safety Specification Guideline.
- 2.5.3 The *Contractor* shall separate hazardous and non-hazardous waste and where practical, waste for recycling prior to disposing thereof.
- 2.5.4 The *Contractor* also undertakes to eliminate the amount of waste generated and released to the atmosphere whether it is hazardous or non-hazardous waste as far as possible to eliminate the impact on the Environment.

- 2.5.5 The *Contractor* undertakes to dispose of all waste generated, albeit hazardous or non-hazardous waste in a responsible manner and submit proof of all disposal documents to the Project Manager.
- 2.5.6 The *Contractor* shall ensure that his management, foremen and the general workforce, as well as all suppliers and visitors to Site have attended the Induction Programme arranged by the Project Manager prior to commencing any *work* on Site. If new personnel commence work on the Site during construction, the *Contractor* shall ensure that these personnel undergo the Induction Programme and are made aware of the environmental specifications on Site.

2.6 Quality assurance requirements

- 2.6.1 Transnet is registered as an ISO 9000 company and as such contracted parties are required to submit a detailed Quality management plan covering all work and activities that will be covered under the services at the time of tender as part of the bid. The Quality Management plan shall describe what quality standards will be adhered to for the execution of the services and how these standards will be met or exceeded.
- The submission shall contain but not be limited to:
 - Project Quality Plan for the contract.
 - The Contractor's Quality Policy.
 - Index of procedures to be used during the contract.
 - Audit Schedule for internal and external audits.
 - Typical Quality Manual.
 - QCP inspection report example
 - Typical Quality Control Plan.
 - Typical data book index.
- 2.6.2 The *Contractor* shall have, maintain and demonstrate its use to the *Project Manager* (and/or the *Supervisor* to satisfy the requirements of paragraphs 7.4, 7.5, 3.2.1 and 3.2.8 as appropriate) the documented Quality Management System to be used in the performance of the *works*. The *Contractor's* Quality Management System shall conform to International Standard ISO 9001 (or an equivalent standard acceptable to the *Project Manager*).
- 2.6.3 The *Contractor* submits his Quality Management System documents to the *Project Manager* as part of his programme under ECC Clause 31.2 to include details of:
- Quality Plan for the contract;
 - Quality Policy
 - Index of Procedures to be used; and
 - A schedule of internal and external audits during the contract
- 2.6.4 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.
- 2.6.5 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*.

- 2.6.6 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*

2.7 Programming constraints

- 2.7.1 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
- 2.7.2 Minor revisions to the accepted programme may be introduced from time to time by mutual agreement between the *Contractor* and the *Project Manager*. Should there be any major revision required in the programme, this can only be implemented through a written instruction to the *Contractor* by the *Project Manager* and subsequently a revised programme must be submitted within two weeks of receipt of such an instruction.
- 2.7.3 It should be noted that it is in the *Contractor's* interest to provide a comprehensive programme giving as much information as possible about the times allowed for the various activities as well as resources or other limitations affecting the programme, since the accepted programme may be used to evaluate any claims in terms of the general conditions of contract for extensions of time.
- 2.7.4 Acceptance of the programme merely constitutes an acknowledgement by the *Project Manager* that the Accepted Programme represents a contractually compliant, realistic and achievable depiction of the *Contractor's* intended sequence and timing of execution of the works.
- 2.7.5 Acceptance of the programme does not relieve the *Contractor* of his duties in the terms of the contract obligations.
- 2.7.6 Acceptance does not turn the *Contractor's* programme into a contract document or mandate that the works should be constructed exactly as set out in the Accepted Programme.
- 2.7.7 The *Contractor* uses Primavera version 8.1 for his programme submissions or a similar programme software package equivalent to Primavera version 8.1 subject to the prior written notification and acceptance by the *Project Manager*.
- 2.7.8 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.
- 2.7.9 The *Contractor's* programme shows duration of operations in working days or by cross-reference elsewhere in C3.1 *Employer's Works Information* to normal hours of a working days and what a normal working week is
- 2.7.10 The *Contractor's* programme shows the following levels:
- 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.

2.8 Contractor's management, supervision and key people

2.8.1 The *Contractor* employs:

2.8.1.1. All work must be carried out by technically trained competent personnel with relevant expert knowledge. Such competent persons must have undergone industry recognised programme of training in Electrical Engineering

2.8.1.2. The Tenderer shall provide a detailed overview of the staff compliment and their technical knowledge and experience with relevance to this scope of works. The information required shall contain:

- 2.8.1.2.1. An organogram showing all on-site and off-site staff, their roles and responsibilities, and their lines of communication and reporting.
- 2.8.1.2.2. Curriculum Vitae's of all staff (Certificates and relevant qualifications of staff members, details of staff experience relevant to this type of contract)
- 2.8.1.2.3. Details of offices from which the work will be managed (Address showing Location and contact details)

2.8.1.3. The following shall be permanent employment of the Contractor:

Supervisor

The Supervisor must have a minimum experience related to electrical installations, alteration maintenance

- 3 to 5 Years supervisory experience
- Short courses in Supervisory Management.

Artisan /Technician

The Artisans must have a minimum experience related to Electrical/Mechanical/Refrigeration installations, alteration maintenance

- 3 to 5 Years Electrical/Mechanical/Refrigeration Maintenance
- Trade Tested and Qualified as Refrigeration Technician
- NQF 3 and Higher Technical Qualifications

Artisan Assistant

The Artisan Assistant must have a minimum electrical experience related to Electrical/Mechanical/Refrigeration installations, alteration maintenance:

- CV summarizing employment history and relevant work experience.
- 3 to 5 years electrical work experience Electrical/Mechanical/Refrigeration installations and maintenance work

2.8.2 The Technical criteria:

The below Table 4 is a proposed technical criterion for the works

Table 4 : Technical criteria

Quality Criteria	Sub-Criteria	Sub-criteria number of points	Maximum Number of Points
Evaluation Schedule: T2.2-03 Management & CV's of key personnel	The tender must be able to demonstrate that the project personnel have sufficient knowledge, experience and qualifications to provide the required service		
	Organizational structure to include a clear indication of roles and responsibilities and specific function of each team member	2	30
	Qualification and experience of key staff required but not limited to:		
	Supervisor	5	
	Aircon Technician	15	
	Assistant	8	
Evaluation Schedule: T2.2-04 Method Statement	The tenderer must sufficiently demonstrate the approach/methodology that he/she will employ to cover the scope of the project.		
	The method statement must respond to the scope of work (the Works Information) and outline the proposed methodology including that relating to the Programme, quality, health and safety and environmental considerations.	15	25
	The method statement should articulate what value add the tenderer will provide in achieving the stated objectives for the project.	3	
	The tenderer must as such explain his / her understanding of the objectives of the assignment and the Employer's stated and implied requirements, highlight the issues of importance, and explain the technical approach they would adopt to address them. The method statement should also correlate with the tenderer's quality plan outlining the processes, procedures and associated resources, applied by whom and when, to meet the requirements and indicate how risks will be managed and what contribution can be made regarding value management.	5	
	Method of construction and commissioning Process: Tender should narratively demonstrate the approach to site establish, pre-construction activities and meetings, interfaces with other discipline including the client, execution logistics, commissioning procedures and handover.	2	
Evaluation Schedule: T2.2-05 Programme	The tender must provide a programme which provides the detail that would indicate the order and timing of activities to carry out the services in terms of the Employer's requirements and within the stipulated timeframes.		
	The tenderer shall demonstrate the following:		10
	Ability to Provide the Services	4	
	Provision of Dates	2	
	Resourcing & Equipment	2	
	Progress Measurement & Tracking Sheets	2	

Evaluation Schedule: T2.2-06 Previous Experience	<p>The tenderer must demonstrate their relevant experience with regards to the delivery and Construction of similar works as detailed in the Works Information with reference to:</p> <ul style="list-style-type: none"> • Mechanical installations which include Refrigeration systems, HVAC or similar • Repairs of existing HVAC which included addition or removal of such. • Evidence of project completion i.e. Completion Certificate 	35	35
Total Weighting:		100	100
Minimum qualifying score required:			60

***The minimum Technical threshold is 60%**

2.9 Insurance provided by the Employer

2.9.1. No insurance will be provided by the *Employer* as contained in the Contract Data – Part 1, The *Contractor* is required to provide an All Risk Insurance and this must be included on the tendered rates.

2.10 Contract change management

2.10.1 No additional requirements apply to ECC Clause 60 series.

2.11 Provision of bonds and guarantees

- 2.11.1 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.
- 2.11.2 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.
- 2.11.3 The Contractor must provide an All Risk Insurance for the works, this must be provided within 14 days after signing of the Contract with the Employer. This must be kept in force until the Completion of the project.

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

- 2.12.1 The *Contractor* keeps the following records available for the *Project Manager* to inspect:
- Services completed in an acceptable service sheet format

2.13 The Contractor's Invoices

- 2.13.1 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.

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

2.13.3 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

2.13.4 The invoice is presented either by post or by hand delivery.

2.13.5 Invoices submitted by post are addressed to:

**Transnet National Ports Authority,
Port of Richards Bay
Bayvue Centre, Ventura Road
P O Box 181
Richards Bay
3900**

For the attention of **Deon Reddy, Electrical Engineer**

Invoices submitted by hand are presented to:

**Transnet National Ports Authority,
Port of Richards Bay
Pioneer Centre
Richards Bay
3900**

For the attention of **Deon Reddy, Electrical Engineer**

The invoice is presented as an original.

2.14 People

2.14.1 The Contractor performs the works having due regard and in compliance with the following Act/s:

- Basic Conditions of Employment Act.
- Labour Relations Act.
- Employee Equity Act.
- Workman's Compensation Act.

- Compensation of Occupational Injuries and Diseases Act.

2.14.2 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 Subcontractor 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.

2.14.3 The *Contractor* complies with the following PIRPMP

2.15 Contractor liability

- 2.15.3. 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.
- 2.15.3. 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.
- 2.15.3. 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.
- 2.15.3. 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.
- 2.15.3. 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.

2.16. Industrial action by contractor employees

- 2.16.8 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.
- 2.16.9 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.
- 2.16.10 In the event of any industrial action by the Contractor's employees, the Contractor is obliged:
 - 2.16.3.1. 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.

- 2.16.4. The Industrial Action Report must provide at least the following information:
 - 2.16.4.1. Industrial incident report,
 - 2.16.4.2. Attendance register,
 - 2.16.4.3. Productivity / progress to schedule reports,
 - 2.16.4.4. Operational contingency plan,
 - 2.16.4.5. Site security report,
 - 2.16.4.6. Industrial action intelligence gathered.
- 2.16.5. The final Industrial Action Report is to be delivered 24 hours after finalisation of the industrial action.
- 2.16.6. 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.
- 2.16.7. The resolution of any disputes or industrial action by the Contractor's employees is the sole responsibility of the Contractor.
- 2.16.8. 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 deemed to be trespassing.

PART C4: 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 C4 of the contract for the location of Site Information.

Description of the Site and its surroundings

General description

- 1.1.1 The area where the works are to be constructed is at various sites within the Port of Richards Bay Boundary. Access to the Port of Richards Bay and the work site(s) is from existing public and maintenance road networks through the Main/RBCT, Bayvue and East security entrances. Access must be subject to the Transnet National Ports Authority security requirements and regulations, which states that "access should be obtain for all the Contractor's personnel at Permit Office located at Sizakala Truck Staging Facility".
- 1.1.2 There is a permit card access system to enter the Port Area. The Port Staff must arrange the required access permits and issue them to the *Contractor* free of charge. Should any person loose his/her access permit these must be replaced at a cost of R 360-00 per person, cost to be incurred by the *Contractor*. This must also apply if permits are not returned at the end of the project completion.
- 1.1.3 Normal working hours at the Port of Richards Bay are from 08:00 to 16:30, Monday to Friday, Inclusive. Transnet National Ports Authority has a strict Safety, Health, Environmental and Quality policy in place. No person(s) may enter the site and undertake work on the site until undergoing the mandatory induction. The induction must be arranged by the Port personnel at no cost to the *Contractor*. Prior arrangement must be made with the *Project Manager*.

Existing buildings, structures, and plant & machinery on the Site

Truck staging Area
Departure Yard.
2279 Office
Maritime House
Elwazini
CCTV Boardroom.
Helipad
IT Boardroom.
Bayvue.
Store Rooms
Gym
Berthing
HR Boardroom.
Canteen
209 Fire Office.
Risk Department
Clinic.
RB4 Tug
Osizweni