



PART T1:  
TENDERING  
PROCEDURES

**Transnet National Port Authority**

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

**REQUEST FOR QUOTATION (RFQ)**

**DESCRIPTION OF THE WORKS: SUPPLY AND INSTALLATION OF PHYSICAL SECURITY  
CONTROLS AT THE PEDESTRIAN ACCESS POINT IN THE PORT OF CAPE TOWN (ONCE-OFF)**

<b>RFP NUMBER</b>	<b>: TNPA/2023/09/0013/42512/RFQ</b>
<b>ISSUE DATE</b>	<b>: 07 November 2023</b>
<b>COMPULSORY BRIEFING</b>	<b>: 15 November 2023</b>
<b>CLOSING DATE</b>	<b>: 06 December 2023</b>
<b>CLOSING TIME</b>	<b>: 16h00</b>
<b>TENDER VALIDITY PERIOD</b>	<b>: 12 weeks from closing date</b>

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## T1.1 TENDER NOTICE AND INVITATION TO TENDER

### SECTION 1: NOTICE TO TENDERERS

#### 1. INVITATION TO TENDER

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

<b>DESCRIPTION</b>	<b>SUPPLY AND INSTALLATION OF PHYSICAL SECURITY CONTROLS AT THE PEDESTRIAN ACCESS POINT IN THE PORT OF CAPE TOWN (ONCE-OFF)</b>
<b>TENDER DOWNLOADING</b>	This Tender may be downloaded directly from the National Treasury eTender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> and the Transnet website at <a href="https://transnetetenders.azurewebsites.net">https://transnetetenders.azurewebsites.net</a> (please use <b>Google Chrome to access Transnet link</b> ) <b>FREE OF CHARGE.</b>

<b>COMPULSORY TENDER CLARIFICATION MEETING</b>	<p>A Compulsory Tender Clarification Meeting will be conducted at 34 South Arm Road, HR/Procurement Building <b>on the 15 November 2023, at 11:00am [11 O'clock]</b> for a period of ± two (2) hours. [Tenderers to provide own transportation and accommodation].</p> <p>The Compulsory Tender Clarification Meeting will start punctually and information will not be repeated for the benefit of Tenderers arriving late.</p> <p><b>A Site visit/walk will take place, tenderers are to note:</b></p> <ul style="list-style-type: none"> <li>• Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats.</li> <li>• Tenderers without the recommended PPE will not be allowed on the site walk.</li> <li>• All forms of firearms are prohibited on Transnet properties and premises.</li> <li>• The relevant persons attending the meeting must ensure that their identity documents, passports or drivers licences are on them for inspection at the access control gates.</li> </ul> <p>Certificate of Attendance in the form set out in the <b>Returnable Schedule T2.2-01</b> hereto must be completed and submitted with your Tender as proof of attendance is required for a <b>compulsory</b> site meeting and/or tender briefing.</p> <p><b>Tenderers are required to bring this Returnable Schedule T2.2-01 to the Compulsory Tender Clarification Meeting to be signed by the <i>Employer's Representative</i>.</b></p>
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	<b>Tenderers failing to attend the compulsory tender briefing will be disqualified.</b>
<b>CLOSING DATE</b>	<b>16:00 on the 06 December 2023</b> Tenderers must ensure that tenders are uploaded timeously onto the system. <b>If a tender is late, it will not be accepted for consideration.</b>

## 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 T2.2-18], [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.
- 4.12. Transnet reserves the right to perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer:
- *unduly high or unduly low tendered rates or amounts in the tender offer;*
  - *contract data of contract provided by the tenderer; or*
  - *the contents of the tender returnables which are to be included in the contract.*
5. Transnet will not reimburse any Tenderer for any preparatory costs or other work performed in connection with this Tender, whether or not the Tenderer is awarded a contract.

## 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 NATIONAL PORT AUTHORITY

TENDER NUMBER: TNPA/2023/09/0013/42512/RFQ

DESCRIPTION OF THE WORKS: SUPPLY AND INSTALLATION OF PHYSICAL SECURITY CONTROLS AT THE PEDESTRIAN ACCESS POINT IN THE PORT OF CAPE TOWN (ONCE-OFF)

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



## T1.2 TENDER DATA

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

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

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

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

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

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	Part C3: Scope of work	C3.1 Works Information
	Part C4: Site information	C4.1 Site information

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C.1.4	The Employer's agent is:	Procurement Intern
	Name:	Olwethu Namba
	Address:	HR/Procurement Building 34 South Arm Road V&A Waterfront 8001
	Tel No.	.....
	E – mail	<a href="mailto:Olwethu.Namba@transnet.net">Olwethu.Namba@transnet.net</a>

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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 authorised representative of the tendering entity or a representative of a tendering entity that intends to form a Joint Venture (JV) must attend the compulsory clarification meeting in terms C2.7
- 2. Stage Two - Eligibility in terms of the Construction Industry Development Board:**
  - 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 **2 CE or higher** class of construction work, are eligible to have their tenders evaluated.
  - Joint Venture (JV)

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

    - every member of the joint venture is registered with the CIDB;
    - the lead partner has a contractor grading designation of not lower than one level below the required class of construction works under consideration and possesses the required recognition status; and
    - the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a **2 CE or higher** class of construction work or a value determined in accordance with

Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations

The tenderer shall provide a certified copy of its signed joint venture agreement

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

### **3. Stage Three - Functionality:**

**(Generally tender submissions are evaluated in terms of financial offer and preference. In the event of Functionality being introduced as part of an evaluation criteria, such requirement must be stated in the tender documents.**

**For the proper application of Functionality work shall be classified as follows:**

**Simple/Straightforward/Routine work – where tasks or activities are straightforward in nature in terms of which inputs are relatively well know and outputs can be readily defined –Functionality cannot be specified for this class of work or type of work**

**Complex work – characterised by requirements for higher levels of skills , greater resources or not well defined inputs and outputs**

**Specialist work – requiring considerable innovation , creativity , and expertise or skill (or both) or work that has a high downstream impact )**

Only those tenderers who obtain the minimum qualifying score for functionality will be evaluated further in terms of price and the applicable preference point system. The minimum qualifying for score for functionality is **70 points**.

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

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

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

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

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C.2.12 No alternative tender offers will be considered.

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

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C.2.13.5 The *Employer's* details and identification details that are to be shown on each  
C2.15.1 tender offer are as follows:

Identification details: The tender documents must be uploaded with:

- Name of Tenderer: **(insert company name)**
- Contact person and details: **(insert details)**
- The Tender Number:  
TNPA/2023/09/0013/42512/RFQ
- The Tender Description: SUPPLY AND  
INSTALLATION OF PHYSICAL SECURITY  
CONTROLS AT THE PEDESTRIAN ACCESS  
POINT IN THE PORT OF CAPE TOWN (ONCE-  
OFF)

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

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

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C.2.15 The closing time for submission of tender offers is:  
Time: **16:00** on the **06 December 2023**  
Location: The Transnet e-Tender Submission Portal:  
(<https://transnetetenders.azurewebsites.net>);

**NO LATE TENDERS WILL BE ACCEPTED**

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

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

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

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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 **70**

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:

<b>Technical Evaluation</b>			
<b>Evaluation Criteria</b>	<b>Scoring principal</b>	<b>Score%</b>	<b>Weight</b>
<b>Programme /Project Schedule</b>	The starting date and completion date is stated and is logically linked to the activities in the project schedule.	2	10
	A detailed Level 2 Programme is provided with supportive information on how durations were estimated. Major milestones are all shown and all project requirements, timing and deliverables will be met. Floats are allowed for non-critical events.	4	
	All activities are logically tied using the Critical Path Method (CPM).	2	
	All activity durations are realistic and based on quantities and activities that can be measured in days. The calendar on the schedule should represent the actual work week/month used. E.g. weekends as non-working periods.	2	
<b>Method Statement</b>	A project-specific Method Statement is provided that details how the site will be utilised and set up, and how the works will be conducted. The Method Statement makes reference to safety requirements i.t.o. the OH&S Act.	5	10

	The Method Statement addresses all of the project scope activities including mention of the construction of the overhead structure (e.g. excavations and compaction of soil for footings, casting of concrete, cutting and treating of structural members, the installation of cladding, installation of flashings, gutters and downpipes etc.), the transport, refurbishment and installation of all access turnstiles, the erection of the fencing including the removal and discarding/storage of the existing fencing, as well as the paving of the site. The Method Statement shows a clear compliance to the Project Scope of Works and Specifications provided. The Bill of Quantities aligns with the Client's expected cost for the Project.	5	
<b>Health and Safety</b>	A valid certificate with a registered construction regulatory body is provided.	10	30
	The company Health and Safety Policy is signed and dated.	10	
	A project-specific Health and Safety Plan is provided that clearly complies with the OH&S Act and is in line with Construction Regulations and relevant SANS Codes.	10	
<b>Previous Experience</b>	Proof of experience that the Service Provider has on similar related projects, and with a similar level of complexity.	30	30
<b>Quality Management</b>	Compliance to the relevant quality standards and Codes such as relevant SANS Codes and the ISO 9001, as well as the Project Specifications and Drawings provided.	20	20
<b>Sub total</b>			<b>100</b>

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

- T2.2-03 Programme
- T2.2-04 Quality Management
- T2.2-05 Health and Safety Requirements
- T2.2-06 Previous Experience
- T2.2-07 Method Statement

Each evaluation criteria will be assessed in terms of scores of 0, 40, 70, 90 or 100.

The scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for functionality, unless scored collectively. (See CIDB Inform Practice Note #9).

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

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

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

Thresholds	Minimum Threshold
Technical / functionality	70

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

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

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

Selected Specific Goal	Number of points allocated (80/20)
B-BBEE Level of contributor (1 or 2)	5
+50% Black Youth Owned Entities	5
30% Black women Owned entities	5
Entities Owned by People with Disability (PWD)	5
Non-Compliant and/or B-BBEE Level 3-8 contributors	0



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

<b>Specific Goals</b>	<b>Acceptable Evidence</b>
B-BBEE	B-BBEE Certificate / Sworn-Affidavit B-BBEE case of JV, a consolidate scorecard will be : DTIC guidelines
30% Black Women Owned Entities	B-BBEE Certificate / Sworn-Affidavit / CIPC Certificate (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines
50% Black Youth Owned Entities	Certified copy of ID Documents of the Owner Certificate / Affidavit (in case of JV, a consolidate scorecard will be accept)
Entities Owned by People with Disability (PWD)	Certified copy of ID Documents of the Owner note confirming the disability and/or Employment Act 1(EEA1) form.
Entities/Black People living in rural areas	Entity's Municipal/ESKOM bill or letter from confirming residential address not older than 12 months

The maximum points for this bid are allocated as follows:

<b><u>DISCRIPTION</u></b>	<b><u>POINTS</u></b>
<b>PRICE</b>	<b>80</b>
<b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	<b>20</b>
<ul style="list-style-type: none"> <li>• B-BBEE Level of contributor (1 or 2)</li> <li>• +50% Black Youth Owned Entities</li> <li>• 30% Black women Owned entities.</li> <li>• Entities Owned by People with Disability (PWD)</li> </ul>	
Total points for Price and Specific Goals must not exceed	<b>100</b>

**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

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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) is not undergoing a process of being restricted by Transnet or other state institution that Transnet may be aware of,
- c) 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,
- d) has the legal capacity to enter into the contract,
- e) 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,
- f) complies with the legal requirements, if any, stated in the tender data and
- g) is able, in the option of the employer to perform the contract free of conflicts of interest.

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

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PART C1:  
AGREEMENTS  
AND CONTRACT  
DATA



**NEC3 (ECC)**

entered into by and between

**Transnet SOC Ltd**

Registration Number 1990/000900/30  
(hereinafter referred to as the "*Employer*")

and

.....  
Registration Number 2009/146225/23  
(Hereinafter referred to as the "*Contractor*")

**Description of the Works:   SUPPLY AND INSTALLATION OF PHYSICAL SECURITY CONTROLS AT THE PEDESTRIAN ACCESS POINT IN THE PORT OF CAPE TOWN (ONCE-OFF)**

**Contract Number:           TNPA/2023/09/0013/42512/RFQ**

## CONTRACT DOCUMENTS

### Form of Offer & Acceptance

#### Contract Data

Part One – Data provided by the *Employer*.

Part Two – Data provided by the *Contractor*.

#### Prices

#### Scope of Work

#### Site Information

## C1.1: Form of Offer & Acceptance

### Offer

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

**FOR THE SUPPLY AND INSTALLATION OF PHYSICAL SECURITY CONTROLS AT THE PEDESTRIAN ACCESS POINT IN THE PORT OF CAPE TOWN (ONCE-OFF)**

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

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

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

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

Signature(s)

Name(s)

Capacity

**For the  
tenderer:**

(Insert name and address of organisation)

Name &  
signature of  
witness

Date

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

*(Insert name and address of organisation)*

Name &  
signature of  
witness

Date



**Schedule of Deviations**

Note:

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

No.	Subject	Details
1		
2		
3		
4		

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.

<b>For the tenderer:</b>	<b>For the Employer</b>
Signature	
Name	
Capacity	
On behalf of	Transnet SOC Ltd
Name & signature of witness	
Date	



---

**For the Employer**

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Capacity \_\_\_\_\_  
On behalf of *Transnet SOC Ltd* \_\_\_\_\_  
Name & signature of witness \_\_\_\_\_  
Date \_\_\_\_\_



## C1.2 Contract Data

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

Clause	Statement	Data
1	<p><b>General</b></p> <p>The <i>conditions of contract</i> are the core clauses and the clauses for main Option</p>	<p><b>B: Priced contract with bill of quantities</b></p>
	<p>dispute resolution Option</p>	<p><b>W1: Dispute resolution procedure</b></p>
	<p>and secondary Options</p>	<p><b>X1: Price adjustment for inflation</b></p> <p><b>X2 Changes in the law</b></p> <p><b>X7: Delay damages</b></p> <p><b>X16: Retention</b></p> <p><b>X18: Limitation of liability</b></p> <p><b>Z: <i>Additional conditions of contract</i></b></p>
	<p>of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013)</p>	
10.1	<p>The <i>Employer</i> is:</p>	<p><b>Transnet SOC Ltd</b>  <b>(Registration No. 1990/000900/30)</b></p>



TRANSNET NATIONAL PORT AUTHORITY

TENDER NUMBER: TNPA/2023/09/0013/42512/RFQ

DESCRIPTION OF THE WORKS: SUPPLY AND INSTALLATION OF PHYSICAL SECURITY CONTROLS AT THE PEDESTRIAN ACCESS POINT IN THE PORT OF CAPE TOWN (ONCE-OFF)

	Address	Registered address: <b>Transnet Corporate Centre 138 Eloff Street Braamfontein Johannesburg 2000</b>
	Having elected its Contractual Address for the purposes of this contract as:	<b>Transnet National Port Authority HR/Procurement Department 34 South Arm Road V&amp;A Waterfront 8000</b>
10.1	The <i>Project Manager</i> is: (Name)	<b>Laeqoh Mohammed</b>
	Address	<b>Transnet National Port Authority HR/Procurement Department 34 South Arm Road V&amp;A Waterfront 8000</b>
	Tel	.....
	e-mail	<a href="mailto:laeqoh.mohamed@transnet.net">laeqoh.mohamed@transnet.net</a>
10.1	The <i>Supervisor</i> is: (Name)	.....
	Address	.....
	Tel No.	.....
	e-mail	.....
11.2(13)	The <i>works</i> are	<b>SUPPLY AND INSTALLATION OF PHYSICAL SECURITY CONTROLS AT THE PEDESTRIAN ACCESS POINT IN THE PORT OF CAPE TOWN (ONCE-OFF)</b>
11.2(14)	The following matters will be included in the Risk Register	<b>Annexure A</b>
11.2(15)	The <i>boundaries of the site</i> are	<b>As stated in Part C4.1."Description of the Site and it surroundings"</b>
11.2(16)	The Site Information is in	<b>Part C4</b>
11.2(19)	The Works Information is in	<b>Part C3</b>
12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.</b>



TRANSNET NATIONAL PORT AUTHORITY  
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13.1	The <i>language of this contract</i> is	<b>English</b>								
13.3	The <i>period for reply</i> is	<b>2 weeks</b>								
<b>2</b>	<b>The Contractor's main responsibilities</b>	<b>No additional data is required for this section of the <i>conditions of contract</i>.</b>								
<b>3</b>	<b>Time</b>									
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	<b>Three (3) months (from the appointment of the contractor)</b>								
11.2(9)	The <i>key dates</i> and the <i>conditions</i> to be met are:	<table border="1"> <thead> <tr> <th><i>Condition to be met</i></th> <th><i>key date</i></th> </tr> </thead> <tbody> <tr> <td><b>1 Site Establishment</b></td> <td><b>12 January 2024</b></td> </tr> <tr> <td><b>2 Construction to commence</b></td> <td><b>15 January 2024</b></td> </tr> <tr> <td><b>3 Construction completion</b></td> <td><b>08<sup>th</sup> April 2024</b></td> </tr> </tbody> </table>	<i>Condition to be met</i>	<i>key date</i>	<b>1 Site Establishment</b>	<b>12 January 2024</b>	<b>2 Construction to commence</b>	<b>15 January 2024</b>	<b>3 Construction completion</b>	<b>08<sup>th</sup> April 2024</b>
<i>Condition to be met</i>	<i>key date</i>									
<b>1 Site Establishment</b>	<b>12 January 2024</b>									
<b>2 Construction to commence</b>	<b>15 January 2024</b>									
<b>3 Construction completion</b>	<b>08<sup>th</sup> April 2024</b>									
30.1	The <i>access dates</i> are	<table border="1"> <thead> <tr> <th><b>Part of the Site</b></th> <th><b>Date</b></th> </tr> </thead> <tbody> <tr> <td><b>1 Site access</b></td> <td><b>08<sup>th</sup> January 2024</b></td> </tr> <tr> <td><b>2 Site De-Establishment</b></td> <td><b>12 April 2024</b></td> </tr> </tbody> </table>	<b>Part of the Site</b>	<b>Date</b>	<b>1 Site access</b>	<b>08<sup>th</sup> January 2024</b>	<b>2 Site De-Establishment</b>	<b>12 April 2024</b>		
<b>Part of the Site</b>	<b>Date</b>									
<b>1 Site access</b>	<b>08<sup>th</sup> January 2024</b>									
<b>2 Site De-Establishment</b>	<b>12 April 2024</b>									
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	<b>2 weeks of the Contract Date.</b>								
31.2	The <i>starting date</i> is	<b>08<sup>th</sup> January 2024</b>								
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	<b>2 weeks.</b>								
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.									
<b>4</b>	<b>Testing and Defects</b>									
42.2	The <i>defects date</i> is	<b>52 (fifty-two) weeks after Completion of the whole of the <i>works</i>.</b>								
43.2	The <i>defect correction period</i> is	<b>2 days</b>								
<b>5</b>	<b>Payment</b>									



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50.1	The <i>assessment interval</i> is	<b>25<sup>th</sup> (twenty fifth) day of each successive month.</b>
51.1	The <i>currency of this contract</i> is	<b>South African Rand.</b>
51.2	The period within which payments are made is	<b>Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.</b>
51.4	The <i>interest rate</i> is	<b>the prime lending rate of Standard Bank of South Africa.</b>

## **6 Compensation events**

60.1(13)	The <i>weather measurements</i> to be recorded for each calendar month are,	<p><b>The cumulative of</b></p> <ul style="list-style-type: none"> <li>• <b>Before the Completion Date for the whole of the works and</b></li> <li>• <b>At the place stated in the Contract Data</b></li> </ul>
----------	---	---

**The value of which, by comparison with the weather data, is shown to occur on average less frequently than once in ten years.**

**Only the difference between the weather measurement and weather which the weather data show to occur on average less frequently than once in ten years is taken into account**

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

**The *Contractor's* Site establishment area**

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

**Port of Cape Town**

and which are available from:

**South African Weather Service 012 367 6023 or [info3@weathersa.co.za](mailto:info3@weathersa.co.za).**

<b>7</b>	<b>Title</b>	<b>No additional data is required for this section of the <i>conditions of contract</i>.</b>
----------	--------------	--

## **8 Risks and insurance**



80.1	These are additional <i>Employer's</i> risks	<b>None</b>
84.1	The <i>Employer</i> provides these insurances from the Insurance Table	
1	Insurance against:	<b>Loss of or damage to the <i>works</i>, Plant and Materials is as stated in the Insurance policy for Contract Works/ Public Liability.</b>
	Cover / indemnity:	<b>to the extent as stated in the insurance policy for Contract Works / Public Liability</b>
	The deductibles are:	<b>as stated in the insurance policy for Contract Works / Public Liability</b>
2	Insurance against:	<b>Loss of or damage to property (except the <i>works</i>, Plant and Materials &amp; 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</b>
	Cover / indemnity	<b>Is to the extent as stated in the insurance policy for Contract Works / Public Liability</b>
	The deductibles are	<b>as stated in the insurance policy for Contract Works / Public Liability</b>
3	Insurance against:	<b>Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability</b>
	Cover / indemnity	<b>Is to the extent as stated in the insurance policy for Contract Works / Public Liability</b>
	The deductibles are:	<b>As stated in the insurance policy for Contract Works / Public Liability</b>
4	Insurance against:	<b>Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon</b>
	Cover / indemnity	<b>Cover / indemnity is to the extent provided by the SASRIA coupon</b>



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

The *Contractor* provides these additional Insurances

- 1 Where the contract requires that the design of any part of the *works* shall be provided by the *Contractor* the *Contractor* shall satisfy the *Employer* that professional indemnity insurance cover in connection therewith has been affected**
- 2 Where the contract involves manufacture, and/or fabrication of Plant & Materials, components or other goods to be incorporated into the *works* at premises other than the site, the *Contractor* shall satisfy the *Employer* that such plant & materials, components or other goods for incorporation in the *works* are adequately insured during manufacture and/or fabrication and transportation to the site.**
- 3 Should the *Employer* have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the *Contractor's* policies of insurance as well as those of any sub-contractor**





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

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

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

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

84.2 The insurance against loss of or damage to the works, Plant and Materials as stated in the insurance policy for contract works and public liability selected from:

**Principal Controlled Insurance policy for Contract**

**9 Termination**

**There is no additional Contract Data required for this section of the *conditions of contract*.**

**10 Data for main Option clause**



<b>B</b>	<b>Priced contract with Bill of Quantities</b>	<b>No additional data is required for this Option.</b>
60.6	The <i>method of measurement</i> is	<b>The Bill of Quantities have been measured in accordance with SANS 1200 unless indicated otherwise.</b>
<b>11</b>	<b>Data for Option W1</b>	
W1.1	The <i>Adjudicator</i> is	<b>Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the Chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i>.</b>
W1.2(3)	The <i>Adjudicator nominating body</i> is:  If no <i>Adjudicator nominating body</i> is entered, it is:	<b>The Chairman of the Association of Arbitrators (Southern Africa)</b>  <b>the Association of Arbitrators (Southern Africa)</b>
W1.4(2)	The <i>tribunal</i> is:	<b>Arbitration</b>
W1.4(5)	The <i>arbitration procedure</i> is	<b>The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)</b>
	The place where arbitration is to be held is	<b>Cape Town, South Africa</b>
	The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	<b>The Chairman of the Association of Arbitrators (Southern Africa)</b>
<b>12</b>	<b>Data for secondary Option clauses</b>	
<b>X1</b>	<b>Price adjustment for inflation</b>	
X1.1(a)	The <i>base date</i> for indices is	<b>October</b>
X1.1(c)	The proportions used to calculate the Price Adjustment Factor are:	<b>Pro-portion linked to index Index prepared by</b>



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0.30	Labour (People)	<p>The Consumer Price Index (CPI) for "All Items" in Table 1 (Consumer price indices for the total country) of the Statistical Release P0141 "Consumer Price Index - Additional Tables" published by Statistics South Africa. (Link- <a href="http://www.statssa.gov.za/?page_id=1854&amp;PPN=P0141">http://www.statssa.gov.za/?page_id=1854&amp;PPN=P0141</a>)</p>
0.15	Plant (Equipment)	<p>The "Plant and Equipment" index in Table 4 (Mining and construction plant and equipment price index) of the Statistical Release P0151.1 "Construction Materials Price Indices" published by Statistics South Africa. (Link - <a href="http://www.statssa.gov.za/?page_id=1854&amp;PPN=P0151.1">http://www.statssa.gov.za/?page_id=1854&amp;PPN=P0151.1</a>)</p>



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0.15	Material (Civil)	<p>The "Civil Engineering Material - Total" index in Table 6 (Civil engineering material price indices) of the Statistical Release P0151.1 "Construction Materials Price Indices" published by Statistics South Africa. (Link – <a href="http://www.statssa.gov.za/?page_id=1854&amp;PPN=P0151.1">http://www.statssa.gov.za/?page_id=1854&amp;PPN=P0151.1</a>); and</p>
0.36	Material (Electrical)	<p>The "Electrical Engineering" index in Table 5 (Mechanical and Electrical Engineering Input Price Indices) of the Statistical Release P0151.1 "Construction Materials Price Indices" published by Statistics South Africa.</p>



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	<b>0.03</b>	<b>Material (Mechanical)</b>	<b>The "Mechanical Engineering" index in Table 5 (Mechanical and Electrical Engineering Input Price Indices) of the Statistical Release P0151.1 "Construction Materials Price Indices" published by Statistics South Africa.</b>
	<b>0.01</b>	<b>Fuel</b>	<b>The "Diesel" index in Table 1 (PPI for final manufactured goods) of the Statistical Release P0142.1 "Producer Price Index" published by Statistics South Africa.</b> (Link - <a href="http://www.statssa.gov.za/?page_id=1854&amp;PPN=P0142.1">http://www.statssa.gov.za/?page_id=1854&amp;PPN=P0142.1</a> )
	<b>1.00</b>		
	<b>0.15</b>	<b>Non-adjustable</b>	
	<b>*Statistical release P0151 – Contract Price Adjustment Provisions (CPAP) Work Group and Selected Materials Indices</b>		
<b>X2</b>	<b>Changes in the law</b>	<b>No additional data is required for this Option</b>	
<b>X7</b>	<b>Delay damages</b>		
X7.1	Delay damages for Completion of the whole of the <i>works</i> are:	<b>Delays from completion on date.</b>	<b>R10,000.00 per days</b>



**X16 Retention**

- X16.1 The retention free amount is **Nil**
- The retention percentage is **10% on all payments certified.**
- 

**X18 Limitation of liability**

- X18.1 The *Contractor's* liability to the **Nil**  
*Employer* for indirect or  
 consequential loss is limited to: **The deductible of the relevant insurance**  
**policy**
- X18.2 For any one event, the  
*Contractor's* liability to the  
*Employer* for loss of or damage  
 to the *Employer's* property is  
 limited to: **The cost of correcting the Defect**
- X18.3 The *Contractor's* liability for  
 Defects due to his design which  
 are not listed on the Defects  
 Certificate is limited to: **The Total of the Prices**
- X18.4 The *Contractor's* total liability to  
 the *Employer* for all matters  
 arising under or in connection  
 with this contract, other than  
 excluded matters, is limited to: **1 years after Completion of the whole of the**  
**works**
- X18.5 The *end of liability date* is
- 

**Z Additional conditions of contract are:**

---



**Z3 Additional clauses relating to  
Joint Venture**

**Z3.1**

**Insert the additional core clause 27.5**

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

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

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



**constituents to provide the Works.**

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

**Z3.2**

**Insert additional core clause 27.6**

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

---

**Z4 Additional obligations in respect of Termination**

**Z4.1**

**The following will be included under core clause 91.1:  
 In the second main bullet, after the word 'partnership' add 'joint venture whether incorporate or otherwise (including any constituent of the joint venture)' and**

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

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





<b>Z4.2</b>	<b>Termination Table</b>	<b>The following will be included under core clause 90.2 Termination Table as follows:</b>
		<b>Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"</b>
<b>Z4.3</b>		<b>Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."</b>
<hr/>		
<b>Z5</b>	<b>Right Reserved by the Employer to Conduct Vetting through SSA</b>	
<b>Z5.1</b>		<p><b>The Employer reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any Contractor who has access to National Key Points for the following without limitations:</b></p> <ol style="list-style-type: none"> <li><b>1. Confidential – this clearance is based on any information which may be used by malicious, opposing or hostile elements to harm the objectives and functions of an organ of state.</b></li> <li><b>2. Secret – clearance is based on any information which may be used by malicious, opposing or hostile elements to disrupt the objectives and functions of an organ of state.</b></li> <li><b>3. Top Secret – this clearance is based on information which may be used by malicious, opposing or hostile elements to neutralise the objectives and functions of an organ of state.</b></li> </ol>
<hr/>		
<b>Z6</b>	<b>Additional Clause Relating to Collusion in the Construction Industry</b>	
<b>Z6.1</b>		<b>The contract award is made without prejudice to any rights the Employer may have to take appropriate action later with regard to any declared tender rigging including blacklisting.</b>
<hr/>		



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**Z7            Protection        of        Personal  
                 Information Act**

**Z7.1**

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

---

**Z8            BBBEE Clauses**

**Z8.1**

Insert additional clause 27.7.

**27.7.1.** The *Employer* encourages its *Contractors* to constantly strive to improve their B-BBEE Contributor Status Levels.

---

## 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:	



TRANSNET NATIONAL PORT AUTHORITY

TENDER NUMBER: TNPA/2023/09/0013/42512/RFQ

DESCRIPTION OF THE WORKS: SUPPLY AND INSTALLATION OF PHYSICAL SECURITY CONTROLS AT THE PEDESTRIAN ACCESS POINT IN THE PORT OF CAPE TOWN (ONCE-OFF)

		<b>CV's (and further key persons data including CVs) are appended to Tender Schedule entitled .</b>		
11.2(14)	The following matters will be included in the Risk Register			
31.1	The programme identified in the Contract Data is			
<b>B</b>	<b>Priced contract with bill of quantities</b>			
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		
	<b>Data for Schedules of Cost Components</b>	<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>B</b>	<b>Priced contract with bill of quantities</b>	<b>Data for the Shorter Schedule of Cost Components</b>		
41 in SSCC	The percentage for people overheads is:	%		
21 in SSCC	The published list of Equipment is the last edition of the list published by			
	The percentage for adjustment for Equipment in the published list is	% (state plus or minus)		
22 in SSCC	The rates of other Equipment are:	<b>Equipment</b>	<b>Size or capacity</b>	<b>Rate</b>



TRANSNET NATIONAL PORT AUTHORITY

TENDER NUMBER: TNPA/2023/09/0013/42512/RFQ

DESCRIPTION OF THE WORKS: SUPPLY AND INSTALLATION OF PHYSICAL SECURITY CONTROLS AT THE PEDESTRIAN ACCESS POINT IN THE PORT OF CAPE TOWN (ONCE-OFF)

61 in SSCC	The hourly rates for Defined Cost of design outside the Working Areas are	<b>Category of employee</b>	<b>Hourly rate</b>
62 in SSCC	The percentage for design overheads is	<b>%</b>	
63 in SSCC	The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are:		



# PART C2: PRICING DATA

## Part 2: Pricing Data

Document reference	Title	No of pages
C2.1	Pricing instructions: Option B	1
C2.2	The Bill of Quantities	6

### C2.1 Pricing instructions: Option B

#### 1. The conditions of contract

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

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

**Identified and defined terms** 11

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

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

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

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



TRANSNET NATIONAL PORT AUTHORITY

TENDER NUMBER: TNPA/2023/09/0013/42512/RFQ

DESCRIPTION OF THE WORKS: SUPPLY AND INSTALLATION OF PHYSICAL SECURITY CONTROLS AT THE PEDESTRIAN ACCESS POINT IN THE PORT OF CAPE TOWN (ONCE-OFF)

---

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

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

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





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## 1.2. Function of the Bill of Quantities

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

## 1.3. Guidance before pricing and measuring

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

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

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

---

## 2. Measurement and payment

### 2.1. Symbols

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

**Table 1:** List of Abbreviations

Abbreviation	Unit
%	percent
h	hour
l	litre
m	metre
mm	millimetre
m <sup>2</sup>	square metre
m <sup>3</sup>	cubic metre
No.	number
sum	Lump sum

### 2.2. General assumptions

- 2.2.1. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance has been made in the quantities for waste.
- 2.2.2. The Prices and rates stated for each item in the Bill of Quantities shall be treated as being fully inclusive of all work, risks, liabilities, obligations, overheads, profit and everything necessary as incurred or required by the Contractor in carrying out or providing that item.
- 2.2.3. Clause 63.13 in Option B provides that these rates and Prices may be used as a basis for assessment of compensation events instead of Defined Cost.



- 
- 2.2.4. Where this contract requires detailed drawings, designs or other information to be provided, and no rates or prices are included in the bill specifically for such matters, then the Contractor is deemed to have allowed for all costs associated with such requirements within the tendered rates and Prices in the Bill of Quantities.
- 2.2.5. An item against which no Price is entered will be treated as covered by other Prices or rates in the bill of quantities. If a number of items are grouped together for pricing purposes, this will be treated as a single lump sum.
- 2.2.6. The quantities contained in the Bill of Quantities may not be final and do not necessarily represent the actual amount of work to be done. The quantities of work assessed and certified for payment by the Project Manager at each assessment date will be used for determining payments due and not the quantities given in the Bill of Quantities.
- 2.2.7. The short descriptions of the items of payment given in the bill of quantities are only for the purposes of identifying the items. More detail regarding the extent of the work entailed under each item is provided in the Works Information.

### **2.3. Amplification of or assumptions about measurement items**

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

## C2.2 The Bill of Quantities

### Bill of Quantities

Item No.	Item	Unit	Quantity	Rate (excl. VAT)	Amount
<b>1</b>	<b>Preliminaries and General</b>				
1.1	<u>Fixed - Charge and Value - Related Items</u>				
1.1.1	Contractual Requirements	Sum	1		
1.1.2	Contractors Establishment on Site	Sum	1		
1.1.3	Contractors Removal of Site Establishment	Sum	1		
1.2	<u>Time - Related Items</u>				
1.2.1	Contractual Requirements	Days	30		
1.2.2	Contractors Establishment on Site	Days	30		
1.2.3	Supervision for Duration of Construction Site	Days	30		
1.2.4	Health, Safety and Environmental Compliance	Sum	1		
1.2.5	Other Time-Related Obligations	Sum	1		
1.3	<u>Site Clearance</u>				
1.3.1	Clearing and Preparing of the Site: Removal of Paving Bricks, Top Soil/ Gravel Stones, Sleepers, Keel Blocks etc.	Sum	1		
1.3.2	Removal of Existing Fencing	m	20		
<b>TOTAL CARRIED FORWARD</b>					

Item No.	Item	Unit	Quantity	Rate (excl. VAT)	Amount
<b>2</b>	<b>Excavations and Concrete Foundations</b>				
	<i>The Rate for Excavations and Earthworks will be inclusive of all necessary back filling, consolidating, surface treatment and/or compaction before casting foundations. The Rate will also include the correct and adequate disposal of surplus soil.</i>				
	<i>The Rate for Concrete will be inclusive of vibrating, curing and making good after the concrete has been poured and set.</i>				
2.1.1	Hand Excavation and Casting of Concrete Foundation (Grade 30, 28 days): 500mm x 500mm x 700mm	No.	11		
2.1.2	Hand Excavation and Casting of Concrete Foundation (Grade 30, 28 days): 400mm x 400mm x 700mm	No.	18		
2.1.3	Hand Excavation and Casting of Concrete Plinth (Grade 30, 28 days): 2500mm x 1500mm x 200mm	No.	3		
<b>TOTAL CARRIED FORWARD</b>					

Item No.	Item	Unit	Quantity	Rate (excl. VAT)	Amount
<b>3</b>	<b>Supply of Materials</b>				
3.1	<u>Steel</u>				
3.1.1	Steel Column Size: 100mm x 4.5mm: 4000mm	No.	11		
3.1.2	Punched Metal Plate Fastener: 80mm x 110mm x 10mm	No.	13		
3.1.3	Punched Metal Plate Fastener: 60mm x 60mm x 10mm	No.	22		
3.1.4	Perforated Angle Plates: 100mm x 100mm x 80mm	No.	10		
3.1.5	90° Truss Hanger: 50mm x 115mm x 1.6mm	No.	68		
3.1.6	Cold-formed Lip Channel: 150mm x 75mm x 3.5mm: 6000mm	No.	4		
3.2	<u>Treated Timber</u> <i>Timber Members to be cut to suit (CTS) on site according to Specifications</i>				
3.2.1	Timber Beam Size: 228mm x 50mm: 1800mm	No.	1		
3.2.2	Timber Beam Size: 228mm x 50mm: 4200mm	No.	5		
3.2.3	Timber Beam Size: 228mm x 50mm: 5400mm	No.	5		
3.2.4	Timber Beam Size: 228mm x 50mm: 6000mm	No.	1		
3.2.5	Timber Rafter Size: 152mm x 50mm: 1800mm	No.	8		
3.2.6	Timber Rafter Size: 152mm x 50mm: 4200mm	No.	26		
3.2.7	Timber Purlin Size: 76mm x 50mm: 4200mm	No.	3		
3.2.8	Timber Purlin Size: 76mm x 50mm: 5400mm	No.	22		
3.2.9	Approved Timber Preservative for Cut Joints	Litres	1		
3.3	<u>IBR 686 Roof Cladding</u>				
3.3.1	ZINCALUME AZ200 Ultra Coated Steel G300 0.53mm with a Clean COLORBOND finish including Fixings and Fittings: Small Overhead Structure:	m <sup>2</sup>	5.7		
3.3.2	ZINCALUME AZ200 Ultra Coated Steel G300 0.53mm with a Clean COLORBOND finish including Fixings and Fittings: Large Overhead Structure:	m <sup>2</sup>	80		
3.4	<u>Corrugated Side Cladding</u>				
3.4.1	Corrugated ISQ550 Z275 (10.5/76) 0.50mm	m <sup>2</sup>	12		
3.5	<u>Flashings</u>				
3.5.1	Longitudinal Steel Corner Flashing/ Overtile Flashing: 225mm x 75mm: 1800mm	No.	1		
3.5.2	Longitudinal Steel Corner Flashing/ Overtile Flashing: 225mm x 75mm: 3000mm	No.	10		
3.5.3	Steel Gutter Apron/ Undertile Flashing: 225mm x 75mm: 1800mm	No.	8		
3.6	<u>Rainwater Drainage</u>				
3.6.1	uPVC Gutters: 146mm x 93mm: 4500mm	No.	3		
3.6.2	uPVC Gutter Outlet	No.	1		



3.6.3	uPVC Gutter Connectors	No.	2		
3.6.4	uPVC Gutter Stopends	No.	2		
3.6.5	uPVC Downpipe: 75mm x 75mm: 3000mm	No.	1		
3.6.6	uPVC Downpipe Shoe: 75mm x 75mm	No.	1		
3.6.7	uPVC Downpipe Clips: 75mm	No.	2		
3.7	<u>Access Turnstiles</u>				
3.7.1	Bi-directional Double Access Turnstile (Electric): 2200mm x 2100mm	No.	1		
3.7.2	XMP-TCM Babylon Biometric Card Reader with Mifare Reader Head	No.	6		
3.7.3	Set-up and Commissioning of Biometric Readers	Site	1		
3.7.4	Deconstruction, Transportation, Refurbishment and Re-Construction of Access Turnstiles	No.	2		
3.7.5	Installation of Access Turnstiles	No.	3		
3.8	<u>Lighting</u>				
3.8.1	Tubular Compact Fluorescent Lights (CFL) with Polycarbonate Base and Protective Cover (Twin Tube Batten) IP65: 2 x 58W including Ceiling Fixtures	No.	6		
3.9	<u>Fencing</u>				
3.9.1	Welded Mesh Steel Fencing (High Risk) with Security Spikes	m	25		
3.10	<u>Paving</u>				
3.10.1	Rectangular Straight Edge Concrete Brick Paver	No.	2750		
3.11	<u>Fasteners</u>				
3.11.1	Bolts, Nuts, Washers, Screws and Other Fixtures	%	0.01		
<b>TOTAL CARRIED FORWARD</b>					

Item No.	Item	Unit	Quantity	Rate (excl. VAT)	Amount
<b>4</b>	<b>Construction Costs</b>				
	Cost to Construct Works (Labour)				
<b>TOTAL CARRIED FORWARD</b>					
<b>SUBTOTAL</b>					
<b>15% Value-Added Tax (VAT)</b>					
<b>TOTAL</b>					



# PART C3: SCOPE OF SERVICE

## PART C3: SCOPE OF WORK

Document reference	Title	No of page
C3.1	This cover page <i>Employer's Works Information</i>	3
<b>Total number of pages</b>		<b>22</b>



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## **C3.1 EMPLOYER'S WORKS INFORMATION**

### **SECTION 1**

#### **1. Description of Works**

##### **1.1 Executive Overview**

As a commercial port, Transnet National Ports Authority (TNPA) must ensure that all safety and security measures comply with the relevant legislations and regulatory framework as pertaining to the port environment. The Port of Cape Town (PoCT) has numerous approved access points that are in accordance with the International Ship and Port Facility Security Code (ISPS); however, the pedestrian entry/exit point, Mispion Bridge, was identified as being insufficient to manage and process the volume of pedestrians entering the PoCT daily. Furthermore, the COVID-19 pandemic, which was on the rise in 2020, sparked a change in government regulations, and businesses across the country were instructed to ensure that all persons queuing inside or outside their premises maintained a social distance. Due to the constant influx of pedestrians on Mispion Bridge the entrance was closed. The bridge has been closed for the past 2 years and minimal progress was made to re-open the bridge. As a result, there have been increased complaints and calls for the re-opening of the bridge from internal and external port users that require pedestrian access.

##### **1.2 Requirements**

The appointed service provider (herein referred to as the Contractor) is required to supply and install one double turnstile and install two double turnstiles (three in total), construct a sheltered overhead structure and welded mesh fencing, and the install cement pavers to the Mispion Bridge Access Point in the PoCT conforming to the specifications detailed in this document. The turnstiles are also required to be connected to the existing access control system so that the volume of pedestrians can be processed correctly and efficiently.

##### **1.2 Employer's Objectives**

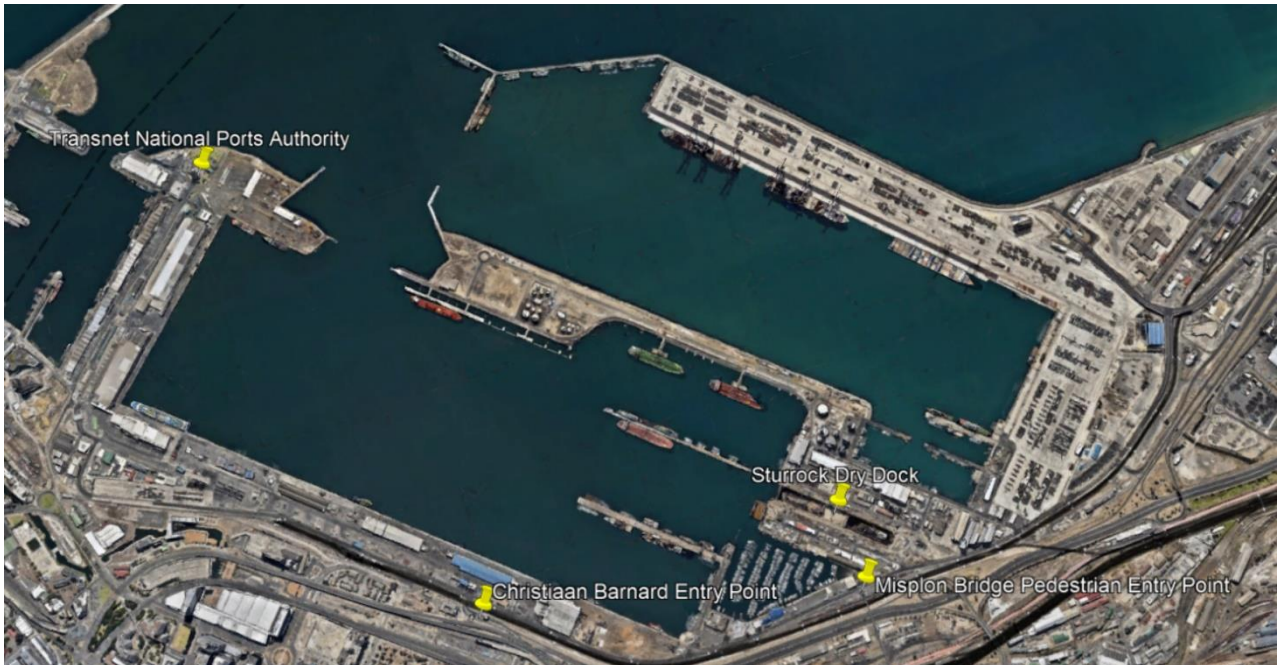
The objectives of this Project include:

- Executing the construction in a safe and effective manner to reduce health and safety hazards to everyone in or around the site;
- Executing the Project according to the specified drawings and specifications provided; and
- Minimizing disturbances to road-traffic during construction.

## 1.3 Preliminary and General

### 1.3.1 Site Location

The Misplon Bridge pedestrian access point is shown below:



**Figure 1-1:** Misplon Bridge Pedestrian Entrance/Exit Point in the PoCT

The Misplon Bridge Access Point is approximately 0.35 km from the general Sturrock Dry Dock (SDD) area, and approximately 1.25 km from the adjacent Christiaan Barnard Access Point. The bridge is also a direct route from the PoCT into Woodstock, along which pedestrians may exit the bridge via designated staircases to either the Woodstock MyCiti Bus Terminal or the Woodstock Train Station. Pedestrians that rely on public transport are currently required to walk to the Christiaan Barnard Access Point to reach the nearest taxi rank.

### 1.3.2 Site Layout Plan

The proposed layout of the site is represented by the infographic below:



**Figure 1-2:** Proposed Site Layout of the Mispion Bridge Entry/ Exit Point

### 1.3.3 Site Access

All staff that will be working on site during the construction phase will require a temporary security permit to access the PoCT. Permits can be obtained from the TNPA permit office located at the risk building. It is the responsibility of the Contractor to ensure that all their staff have permits as well as bear all costs incurred.

### 1.3.4 Site Establishment

An appropriate area on site will be made available to the Contractor at no additional cost, which can be used for the storage of materials required to complete the work specified in the contract. The Contractor is completely responsible for all materials stored at this designated location and Transnet will not be liable for any lost, damaged or stolen materials. The Contractor should ensure that all materials are safe throughout the construction phase.

### 1.3.5 Sanitary Facilities

The Contractor shall fully supply and uphold sanitary facilities consistent with the applicable health standards. Chemical toilets are recommended.

### **1.3.6 Water and Power Supply**

The Contractor may utilize existing water and power connections from approved supply points on the site free of charge. All potable water and electricity used by the Contractor must be metered and consumption figures submitted monthly to the Project Manager. The cost of meters, connections, etc., shall be for the Contractor's account.

### **1.3.7 Site Condition**

The cleanliness of the site should always be maintained and kept neat and orderly by the Contractor throughout the construction phase. This includes clearing the site and removing all refuse and debris from the site during construction. Should the site be cluttered, untidy and/or left unmaintained, the Project Manager may order the Contractor to stop all work until the condition of the site is satisfactory. All disposal-related fees will be accounted for within the rates.

### **1.3.8 Site Clearance**

The Contractor is to remove all his/her equipment, plant, materials, stores, accommodation and any other assets from site within one week of the completion date of the entire works. The site should be left in a satisfactory condition according to the Project Manager's discretion.

### **1.3.9 Damage to Property and Services**

Sufficient precautions will be taken during the construction phase to avoid damage to existing property and services. Work should also be executed in a safe manner so as to mitigate injuries to employees and pedestrians on site. In the event of damage to any (i.e. Transnet or other) property or services during transporting, off-loading and execution, the Contractor will accept full responsibility and will be liable for carrying out the repairs and/or the costs incurred in carrying out the repairs.

### **1.3.10 Protection of Existing Services**

The responsibility of investigating the precise locality, size and depth of existing services, before any in-situ work commences, falls on the Contractor. Although the Project Manager will provide information regarding these details, the Contractor should verify the accuracy before authorising any labour in order to avoid damage to services. Thereafter, adequate precautions should be upheld during the construction of the works and, if necessary, during the relocation of services. All services (i.e. pipes, cables, conduits etc) damaged during the Contractor's operations will be repaired and reinstated by the Contractor at his/her expense and to the standard accepted by the Project Manager. In the event that services need to be relocated to ensure that the works is completed accurately and effectively, the Contractor will advise the Project Manager. The Project Manager will then determine the scope of the work, if any, to be undertaken by the Contractor in moving, relocating and reinstating these services.



## 2. Specifications

### 2.1 Scope

This specification covers the supply and installation of one double turnstile and the installation two double turnstiles (three in total) at the Mispion Bridge Access Point in the PoCT. This specification also covers the requirements and design for the construction of a sheltered overhead structure and welded mesh fencing, and the installation of cement pavers (to match existing).

The main components of the Project are listed below:

- the supply and installation of one double access turnstile
- the installation of two double access turnstiles (stock available in the Port);
- the supply and construction of the overhead structure;
- the supply and installation of cement paving bricks to match existing; and
- the supply and erection of welded mesh fencing.

The Quality Assurance Plan, provided by the Contractor, for the supply, construction and installation of all work required in this Project will be approved by the Engineer prior to the commencement of the work.

### 2.2 Application

The design of the overhead structure, welded mesh fencing, and overall layout of the Mispion Bridge Access Point can be found in Appendix A. This specification should be read in conjunction with the drawings.

### 2.3 Costing

The bill of quantities (BOQ) found in *Section C2.2* of the *Pricing Data* document serves as a guideline framework and is re-measurable, subject to change.

### 2.4 General Requirements

#### 2.4.1 Quality of Materials

The quality of the materials required in this Project is as follows:

- **Steel Material:** All steel material mentioned in this specification including but not limited to columns or posts, nuts and bolts, screws, truss hangers, angle plates, metal plate fasteners, and all fencing material should utilize good commercial quality galvanized steel during construction.
- **Columns/ Posts:** All steel columns or posts mentioned in this specification will be galvanized hot-rolled structural steelwork, complying to SANS 10162-1 and SANS 2001-CS1, and will be

one continuous member without joints. Steel columns to comply with the grades and classes mentioned in this specification.

- **Coating:** Where a zinc coating is necessary, it should be smooth and free from lumps, globules and points. The same applies to all painted products. All other material will be galvanized or treated.
- **Timber Material:** All timber material mentioned in this specification including but not limited to beams, rafters and purlins for the roof of the overhead structure will be structural softwood roofing timber. Timber members to comply with the grades and classes mentioned in this specification. Transportation, storage and construction of all timber members on site will be in accordance with SANS 2001-CT2.
- **Timber Treatment:** The timber members will be treated according to SANS 10005 and SANS 1288 (i.e. preservative-treated against fungal decay, insect attack and rot).
- **Concrete:** The quality of concrete for all footings required in this Project will be according to the grades and strengths mentioned in this specification. The concrete required and all structural concrete works will be in accordance with SANS 10100-1 and SANS 2001-CC1.

## 2.5 Performance Requirements

The access turnstiles and fencing are required to protect the PoCT and ensure that all possible access points are always secure. Measures such as biometric access control systems and sturdy fencing will be utilized to certify that unauthorized pedestrians do not gain access into the port.

As mentioned, large volumes of pedestrians are constantly entering or exiting the PoCT. Therefore, the overhead structure is required to safeguard pedestrians from harsh weather conditions such as heavy rains, strong winds and hot summer days, while waiting to sign in or out. The overhead structure should thus be constructed in an adequate manner so as to serve its purpose and should be free from gaps and/or holes, which could result in leaks or sunlight entry. Special attention should be paid to the stormwater drainage design to ensure that stormwater is diverted quickly and effectively from the pedestrian waiting area.

The cement paving bricks are required to mitigate the possible risks associated with uneven surfaces. Therefore, the paving should be laid evenly with no holes or loose bricks and/or stones present. In addition, the paving should also improve the aesthetics of the access point and should thus be laid neatly and match the current pattern of the existing paving in the area.

## 2.6 Operation and Control

The access turnstiles will be utilized daily for correct and efficient processing of pedestrians into the Port. Pedestrians wanting to enter/exit the Port via the Mispion Bridge Access Point will be required to scan their card on the biometric clocking machine. The permanent fencing will enclose the area and prevent

unauthorized access. The access turnstiles and fencing at Mispion Bridge Access Point will be monitored 24/7 by Port Security.

## 2.7 Design and Construction

### 2.7.1 Foundations

**Design:** The foundations for the overhead structure should be constructed according to the following specifications:

- Type: Cast-in Foundation
- Material: Unreinforced, 30 MPa Concrete, Portland Cement
- Length: 500 mm
- Width: 500 mm
- Height: 700 mm of which 100 mm is for bottom cover
- Quantity: 11 x pad footings
- Volume of Material: 1.87 m<sup>3</sup> of concrete required for 11 pad footings

**Construction:** All foundation material will be installed in accordance with the drawings and specifications provided, and as per the instructions detailed in SANS 2001-CC1.

All excavations required will be executed by hand to ensure that all underground utility services remain intact and undamaged. The Contractor will proceed with caution when executing the excavations, and all excavations should be completed neatly and to the correct dimensions required.

The in-situ founding material is to be compacted to 93% Mod AASHTO and no concrete foundations will be cast until each excavation is inspected and approved by the Client's representative. The concrete for the foundations shall be poured in one continuous operation and as quickly after excavations as possible.

The smallest allowable depth within the ground to which concrete footings will be carried down is indicated on the drawings. The footings will not be at a depth smaller than these dimensions shown.

All concrete will be set promptly and consolidated by tampering or other approved methods. Excess footing material will be disposed of according to the Engineer's instructions.

### 2.7.2 Support Poles

**Design:** The support poles for the overhead structure will adhere to the following design details, where a visual representation of the post layout is displayed in Figure 2-1:

- Type: Circular hollow posts
- Material: Structural Steel



- Diameter: 100 mm
- Wall Thickness: 4.5 mm
- Height: 3.00 m, 3.18 m, 3.50 m and 3.98 m (for 7° roof pitch)
- Quantity: 4 x 3.00 m; 3 x 3.50 m; 1 x 3.18 m; 3 x 3.98 m

**Construction:** All posts required will be installed in accordance with the drawings and specifications provided, and as per the instructions detailed in SANS 2001-CS1.

Posts will be cast-in and will, as much as possible, be centred in their footings.

No cutting or welding of steel will be allowed on site without prior approval. All cuttings done on site should be treated and cold galvanised with zinc.

## 2.7.3 Roof Structure

### 2.7.3.1 Timber Beams

**Design:** The timber beams for the overhead structure will comply with the design specifications listed below. A visual representation of the perimeter beam layout is displayed in Figure 2-1.

- Material: Structural softwood timber Class A, Grade 4
- Span along length: 3.80 m (small roof); 4.95 m and 5.00 m (large roof)
- Span along width: 1.50 m (small roof); 3.80 m and 4.10 m (large roof)
- Span above turnstiles: 5.60 m and 4.30 m (large roof)
- Width: 50 mm
- Height: 228 mm
- Joints: Regular butt joint
- Fasteners:
  - A) Galvanised punched metal plate fastener, one on either side where beams join along length and width, and along outer sides only where beams join at corners. Plate dimensions: 80 mm (L) x 110 mm (W)
  - B) Galvanised steel perforated angle plates, along inner sides where beams join at corners. Plate dimensions: 100 mm (L) x 100 mm (W) x 80 mm (H)
  - C) Galvanised wood screws, where applicable to form tight joints
- Quantity (beams): 12 x beams where: 1 x 1.50 m; 3 x 3.80 m; 2 x 4.10 m; 1 x 4.30 m; 1 x 4.95 m; 3 x 5.00 m; 1 x 5.60 m
- Quantity (metal plate fasteners): 13 x punched metal plate fasteners
- Quantity (angle plates): 10 x steel perforated angle plates

### 2.7.3.2 Timber Rafters

**Design:** The timber rafters for the overhead structure will comply with the design specifications listed below:

- Material: Structural softwood timber Class A, Grade 6
- Span along width: 1.50 m (small roof); 3.80 m and 4.10 m (large roof)

- Spacing (c/c) between rafters: 500 mm (small roof) and 800 mm (large roof)
- Spacing (c/c) between rafters and beams: 100 mm (small roof – left) and 150 mm (small roof – right); 225mm (large roof – left) and 125 mm (large roof – right)
- Width: 50 mm
- Height: 152 mm
- Joints: Regular butt joint
- Fasteners:
  - A) Galvanised steel truss hanger (90°), one on either side, where rafters and beams meet. Hanger dimensions: 50 mm (W) x 115 mm (H) x 1.6 mm (thickness)
  - B) Galvanised wood screws, 32 mm long serrated wire nails or 12 mm diameter bolts, in the holes provided (dependent on the manufacturer's specifications)
- Quantity (rafters): 34 x rafters where: 13 x 3.80 m; 13 x 4.10 m; 8 x 1.50 m
- Quantity (truss hangers): 68 x steel truss hangers (90°)

### 2.7.3.3 Timber Purlins

**Design:** The purlins for the overhead structure will adhere to the following design details:

- Material: Structural softwood timber Class A, Grade 4
- Span along length: 3.70 m (small roof); 4.90 m and 5.00 (large roof)
- Spacing (c/c) between purlins: 600 mm (small roof) and 750 mm (large roof)
- Spacing (c/c) between purlins and end beams: 150 mm (small roof) and 200 mm (large roof)
- Width: 50 mm
- Height: 76 mm
- Joints: Regular butt joint
- Fasteners:
  - A) Galvanised punched metal plate fastener, one on either side where purlins join along length. Plate dimensions: 60 mm (L) x 60 mm (W)
  - B) Galvanised wood screws, where applicable to form tight joints between rafters and purlins
- Quantity (purlins): 25 x purlins where: 3 x 3.70 m; 11 x 4.90 m; 11 x 5.00 m
- Quantity (metal plate fasteners): 22 x punched metal plate fasteners

**Construction:** All timber members, fasteners and wood screws required in the roof structure will be installed in accordance with the drawings and specifications provided, the manufacturer's instructions and/or guidelines, and as per the instructions detailed in SANS 1700-1-1, SANS 1900, SANS 10400 and SANS 2001-CT2. All timber members will be treated according to SANS 10005 and SANS 1288, where all cut areas (i.e. joints and resized members) will be brushed with two coats of preservative of the same class as that of the original impregnation.

All timber members required in the construction of the roof structure will be ordered in standard lengths and are to be accurately cut on site according to the sizes detailed in the specifications. The Contractor will obtain approval from the Client's representative prior to the commencement of any cutting.

All nail plates are to be symmetrically placed and installed between the joints of two timber beams/ purlins.

All truss hangers are to be correctly positioned, aligned and installed onto the timber beams to ensure that timber rafters are not skew, are vertically flush with the timber beams and are appropriately spaced. Care should be taken in the transportation, handling and storage of treated timber. Timber members should be strapped together during transportation and handling and protected from harsh weather conditions. The members should, as far as possible, not be stored on the ground to prevent moisture ingress, insect attack or distortion. When handling and installing the members, lateral bending should be avoided. The members should be handled in the upright position (i.e. vertically) and installed with care. Distortion of the members during transportation, storage or handling will compromise the strength of the members, resulting in serious damage. The responsibility thus falls on the Contractor to ensure that this damage does not occur.

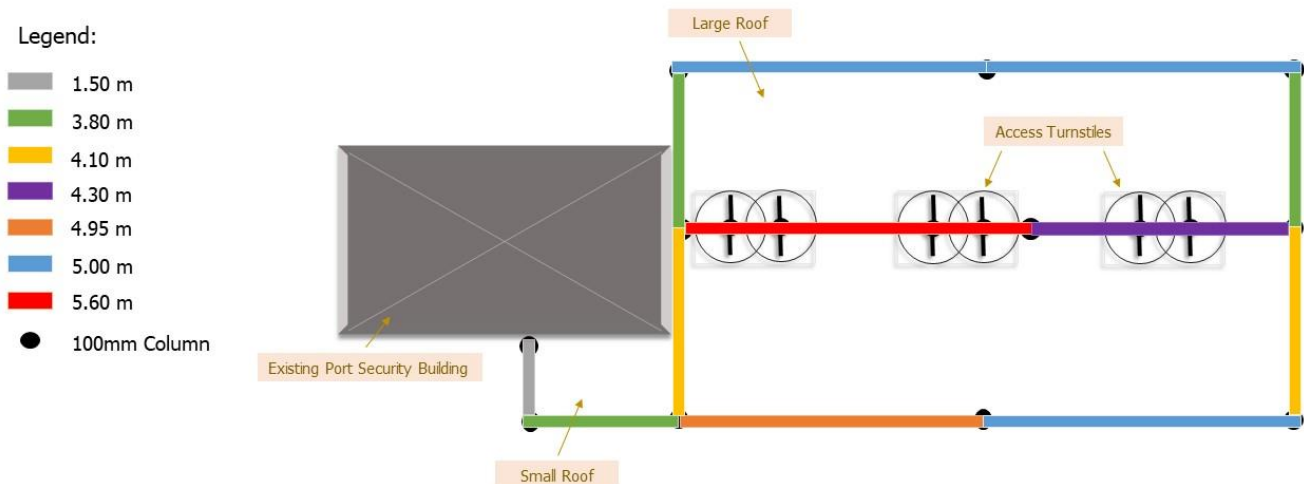


Figure 2-1: Support Post and Perimeter Beam Layout

#### 2.7.3.4 Roof Cladding

**Design:** The roof cladding for the overhead structure will comply with the design specifications listed below:

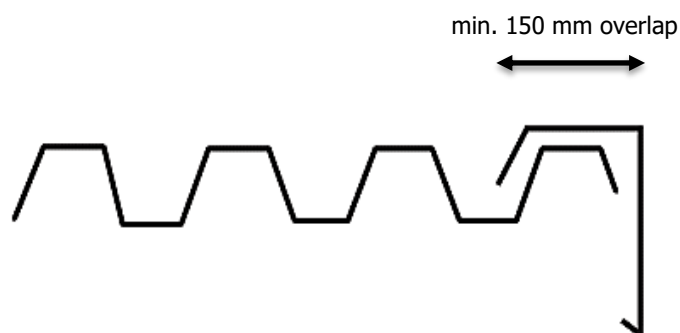
- Type: IBR 686, Zinalume, Colorbond Roof Sheets
- Material: Aluminium/Zinc Alloy, Galvanised AZ 200 Ultra, G300
- Coated Thickness: 0.53 mm
- Colour: Dove Grey
- Pitch: Angled roof / lean-to roof for adequate drainage (suggested: 7°)
- Roof flashing – sealed end-laps:

- Galvanised longitudinal corner flashing fixed along the top and sides of the entire roof (i.e. small and large roof) (see Figure 2-3). To have an overlap of at least 150 mm with roof sheeting (see Figure 2-2). Flashing dimensions: 225 mm (W) x 75 mm (H) x 0.4 mm (thickness). Spans: 1.50 m along width and 3.80 m along length (small roof); 4 m along width and 5 m along length (large roof). Standard spans: 1.80 m and 3.00 m
- Galvanised gutter apron fixed along lower end of the pitched roof (see Figure 2-3). To be fixed to the underside of roof sheeting (i.e. between the purlin and sheeting). Gutter apron to follow pitch of the roof (7°). Flashing dimensions: 225 mm (W) x 75 mm (H) x 0.4 mm (thickness). Standard spans: 1.20 m and 1.80 m
- Fasteners:
  - A) Galvanised wood screws, specifically to secure roof cladding to wooden roof structures, placed in narrow flute of IBR. Screw length: at least 70 mm (L)
  - B) Polycarbonate roofing washers placed between wood screw and cladding
  - C) Galvanised stitching screws to fasten flashing to roof cladding, fixed at 500 mm centres
- Quantity (sheeting): full roof sheeting required: 2 x roof sheets where: 1 x 3.80 m (L) x 1.50 m (W) (small roof); 1 x 10.00 m (L) x 8.00 m (W) (large roof) (dimensions exclude overhang)
- Quantity (longitudinal flashing): 1 x 1.50 m; 1 x 3.80 m; 4 x 4.00 m; 2 x 5.00 m
- Quantity (gutter apron): 8 x gutter aprons where: 8 x 1.80 m

**Construction:** All roof cladding, flashings and fasteners required for this roof structure will be installed in accordance with the drawings and specifications provided, and as per the instructions detailed in SANS 10400.

The following is required with regards to the fastening of the roof cladding:

- 1) The screw holes in the roof sheeting should be drilled prior to installation
- 2) All metal shavings should be removed from the sheeting
- 3) All screws should be installed and tightened correctly
- 4) All screws and/or bolts should be corrosion resistant
- 5) Appropriate screws, at least 70 mm in length, should be used to fasten roof sheeting to wooden roof structure
- 6) Wood screws should be installed in the narrow flute of the IBR
- 7) Polycarbonate roofing washers should be compressed correctly to prevent leakage
- 8) All tools used to fasten roof sheeting to roof structure should be appropriate and in working order



NTS

**Figure 2-2: Minimum Flashing Overlap**

### 2.7.3.5 Rainwater Runoff

**Design:** The gutter and downpipe for the overhead structure will adhere to the design details listed below, where the rainwater runoff direction is illustrated in Figure 2-3:

Gutter:

- Material: Unplasticized Polyvinyl Chloride (uPVC)
- Colour: White
- Standard spans: 4.50 m (or similar)
- Width: 146 mm (or similar)
- Height: 93 mm (or similar)
- Quantity: 3 x 4.50 m uPVC gutters; 1 x uPVC gutter outlet; 2 x uPVC gutter connectors; 2 x uPVC gutter stop-ends
- Treatment: Corrosion resistant to withstand harsh weather conditions (treated)

Downpipe:

- Shape: Square
- Material: Unplasticized Polyvinyl Chloride (uPVC)
- Colour: White
- Span: 3 m
- Width: 75 mm
- Height: 75 mm
- Connections: Connected to gutter with gutter outlet; connected to column with uPVC downpipe clips spaced 1.25 m above the ground and 2.50 m above the ground
- Quantities: 1 x 3 m uPVC downpipe; 1 x uPVC downpipe shoe; 2 x uPVC downpipe clips
- Treatment: Corrosion resistant to withstand harsh weather conditions (treated)

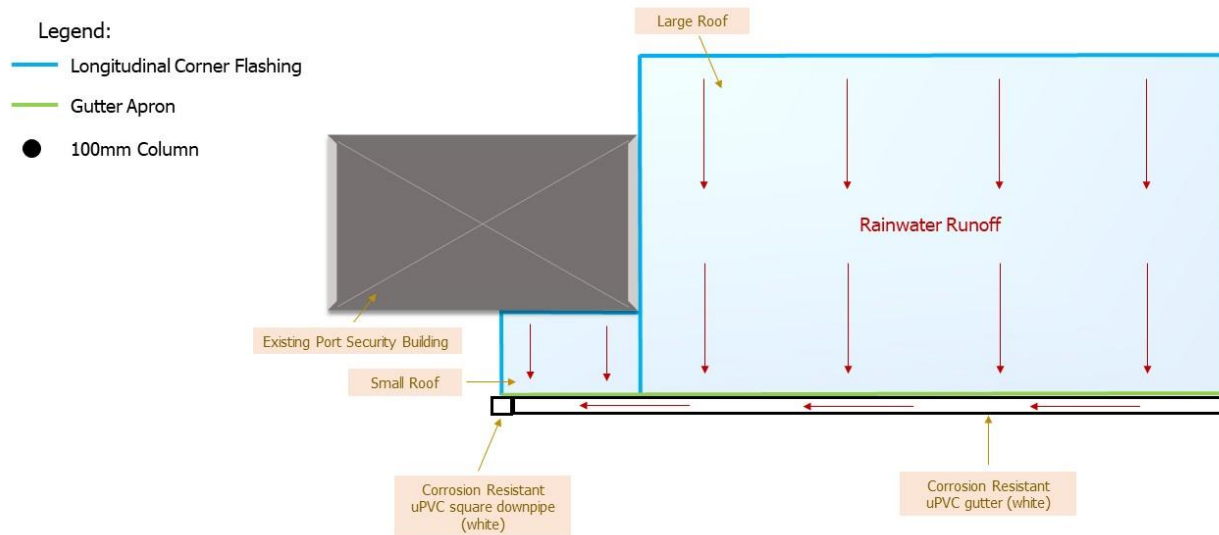
**Construction:** All rainwater runoff components required for this roof structure will be installed in accordance with the drawings and specifications provided, and as per the instructions detailed in SANS 10400.

Gutter outlet should have smooth rounded shoulders to prevent debris build-up, which could result in blockage of the drainage system.

The downpipe is to be installed in the far-left corner of the overhead structure, connected to the support post by appropriate downpipe clips.

The gutter should be sloped to the left to allow stormwater to drain into the downpipe and away from the overhead structure (see Figure 2-3).

The gutter should be installed at least 20 mm below the bottom of the roof sheeting and underneath the gutter apron. The IBR sheeting should hang over the gutter, to half of the gutter width, to ensure that all stormwater runoff enters the gutter.



**Figure 2-3: Roof Flashing and Rainwater Runoff Illustration**

#### 2.7.4 Side Wall Cladding

**Design:** The side cladding for the overhead structure will comply with the design specifications listed below:

- Type: Corrugated Iron Sheetting
- Material: High Tensile Steel, Grade ISQ 550, Galvanised Z 275, Size 10.5/76
- Profile Thickness: 0.50 mm
- Colour: Dove Grey
- Spacing from bottom edge of beam to top edge of lip channel: 1000 mm
- Spacing (c/c) between lip channels: 800 mm
- Connection:
  - A) Cold-formed lip channel bolted to steel columns. The side wall cladding is to be placed on the far-right side of the overhead structure (from the top), as a barrier between the access

turnstile waiting area and the parking lot. Channel dimensions: 150 mm (H) x 75 mm (W) x 3.5 mm (thickness)

- Fasteners:
  - A) Galvanised bolts, nuts and washers to connect lip channel to columns. Bolt dimensions: M16 Class 4.8 bolts.
  - B) Galvanised screws to connect corrugated sheets to lip channel
- Quantity (sheeting): full side sheeting required: 1 x corrugated sheet where: 8.00 m (L) x 2.25 m (W)
- Quantity (lip channel): 4 x lip channels where: 2 x 3.80 m; 2 x 4.10 m
- Quantity (bolts): 8 x bolts

**Construction:** All side cladding, connections and fasteners required for this overhead structure will be installed in accordance with the drawings and specifications provided, according to the manufacturer's instructions and guidelines, and as per the instructions detailed in SANS 1700-1-1 and SANS 10237.

Lip channel components will be ordered in standard sizes and CTS on site after obtaining approval from the Client's representative. All cuttings done on site should be treated and cold galvanised with zinc.

### 2.7.5 Access Turnstiles

**Design:** The design specifications for the access turnstiles are to comply with the specifications listed below:

#### Access Turnstiles and Biometric Card Readers:

- Type: Double Access Turnstile, Bi-directional Rotation, Electrically Controlled
- Biometric Card Reader: XMP-TCM Babylon Biometric Reader with Mifare Reader Head
- Material: Stainless Steel, Grade 316
- Spacing: 1.10 m between turnstiles where: left-most turnstile is 100 mm from existing building
- Length: 2.20 m
- Height: 2.10 m
- Quantity (access turnstiles): 3 x access turnstiles where: 1 x access turnstile to be supplied by Contractor; 2 x access turnstiles to be re-used from the PoCT
- Quantity (biometric readers): 12 x biometric card readers where: 6 x readers to be supplied by Contractor; 6 x readers to be supplied by the PoCT
- Treatment: Hot Dip Galvanised (Zinc Coating) or Brushed Stainless Steel – suitable for Marine environments

#### Footings:

- Type: Mass Concrete Plinth
- Material: Unreinforced, 30 MPa Concrete, Portland Cement
- Length: 2.50 m

- Width: 1.50 m
- Height: 200 mm
- Quantity: 3 x mass concrete plinths
- Volume of Material: 2.25 m<sup>3</sup> of concrete required for 3 concrete plinths

**Construction:** The access turnstiles will be in accordance with the drawings and specifications provided, and transported, handled and installed as per the manufacturer's instructions and/or guidelines.

The access turnstile that will be supplied by Contractor will match the standard turnstiles used within the PoCT in terms of colour and general appearance. The Contractor will also ensure that the supplied turnstile:

- 1) Is suitable for high foot-traffic volumes and is heavy duty
- 2) Provides a high level of security (i.e. is sturdy and access controlled by means of biometric readers)
- 3) Is a double, bi-directional turnstile (i.e. allows two pedestrians access at a time and operates in a clockwise and anti-clockwise direction)
- 4) Is durable enough to withstand severe weather conditions and is corrosion resistant
- 5) Is self-lubricating and requires minimal maintenance

The access turnstiles that will be re-used from the PoCT will be deconstructed at their current locations, transported to the site, refurbished and then re-constructed and installed by the Contractor. The turnstiles will be transported, handled, and installed with care. The Contractor will also ensure that the turnstiles are fit for use before installation occurs and is fully operational prior to its installation and commissioning.

All access turnstiles are to be connected to the existing control system that is currently being used in the PoCT.

For the construction of concrete foundations refer to *Section 2.6.1*.

## 2.7.6 Lighting

**Design:** The lighting for the overhead structure will comply with the design specifications listed below:

- Type: Tubular Compact Fluorescent Light (CFL) Bulbs (26 mm) with Polycarbonate Base and Protective Cover (220 V – 240 V)
- Colour: Daylight (6500K)
- Length: 1580 mm
- Spacing: 3.3 m (c/c) along length; 0.8 m from roof structure along width
- Width: 150 mm (or similar)
- Height: 110 mm (or similar)
- Fasteners: Galvanised ceiling light fixtures (i.e. screws, surface mount brackets etc.)



- Quantity: 12 x 58W tubular fluorescent light bulbs (twin tube batten: 6 x lights)
- IP Rating: IP65
- Treatment: Anti-corrosive

**Construction:** All lighting required for this roof structure will be installed in accordance with the drawings and specifications provided, and as per the instructions detailed in SANS 10389.

The lights will be fixed to the timber rafters by means of the appropriate galvanised ceiling fixtures, and according to the spacings detailed in Figure 2-4:

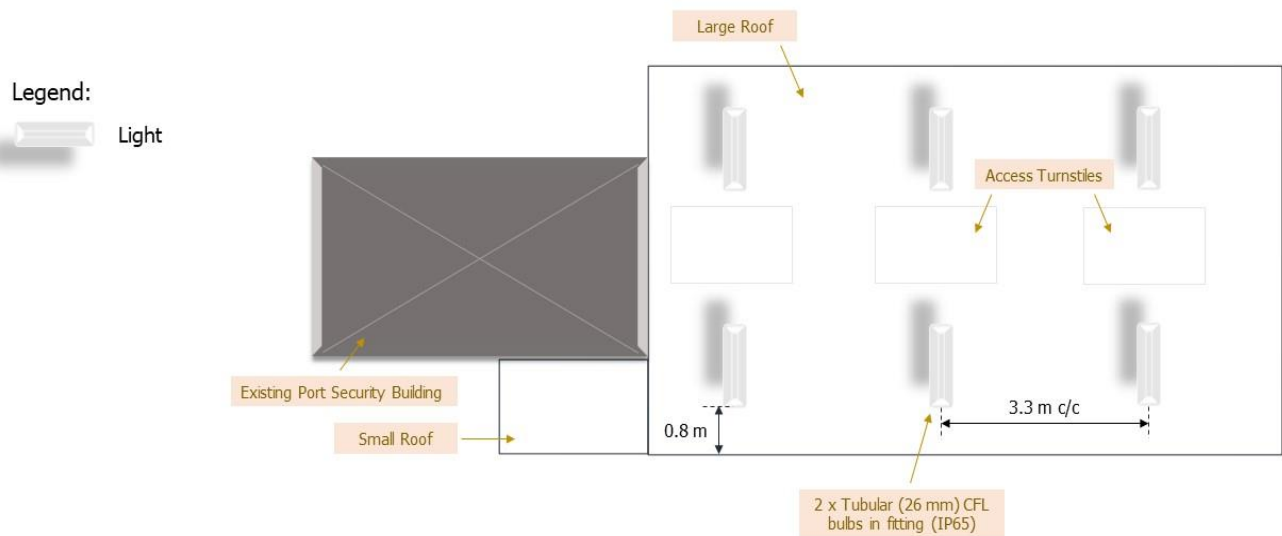


Figure 2-4: Proposed Lighting Layout

### 2.7.7 Welded Mesh Fencing

**Design:** the design specifications for the welded mesh fencing on site is to comply with the list below:

#### Fencing Panels:

- Type: High-security Welded Mesh Steel Fence
- Material: Reinforced Steel
- Panel Width: Standard Panel Width (i.e. 2.5 m to 3 m or similar)
- Panel Height: 2.4 m (high-risk)
- Apertures: 75 mm (L) and 12.7mm (W)
- Max clearance from foundation: 25 mm
- Total Length Required: 25 m
- Treatment: Galvanised Marine-grade Coating (Black)

#### Fencing Posts:

- Material: Steel
- Post Length: 60 mm

- Post Width: 60 mm
- Post Height: 2.4 m (high-risk)
- Post Capping: Adequately sized to prevent the accumulation of debris in hollow posts
- Treatment: Galvanised Marine-grade Coating (Black)

Additional Security:

- Shark Teeth/ Security Spikes (Black)

Foundation:

- Type: Cast-in Foundation
- Material: Unreinforced, 30 MPa Concrete, Portland Cement
- Length: 400 mm
- Width: 400 mm
- Height: 700 mm of which 100 mm is for bottom cover
- Quantity: 18 x pad footings
- Volume of Material: 2.02 m<sup>3</sup> of concrete required for 18 pad footings
- Exposed Surface: The upper surface of the footing will be at least 150 mm above finished ground level and all exposed edges to have a 20 mm chamfer

**Construction:** The fencing around the site will be in accordance with the drawings and/or guidelines/ instructions provided by the Supplier and the specifications provided above.

For the construction of concrete foundations refer to *Section 2.6.1*.

No cutting or welding of steel will be allowed on site without prior approval. All cuttings done on site should be treated and cold galvanised with zinc. The Contractor is to provide shop details of all cutting dimensions for approval by Client's representative prior to construction.

All bolts, nuts, washers and screws are to be galvanised.

### 1.1.1 Cement Paving Bricks

**Design:** The design specifications for the paving on site is to comply with the list below:

- Shape: Rectangular, Straight Edges
- Material: Cement Brick Pavers
- Colour: Standard grey to match existing
- Length: 200 mm
- Width: 100 mm
- Height: 50 mm
- Paved Area (approx.): 55 m<sup>2</sup>

- Slope: To follow the current paving slope, which directs rainwater runoff to the road
- Quantity: 2 750 x Cement pavers
- Paving Pattern: To match current paving pattern on the site

**Construction:** The cement bricks used for paving the site will be in accordance with the drawings and specifications provided, and as per the instructions detailed in SANS 1058.

The cement paving bricks are to match the existing paving completely in terms of shape, colour and paving pattern.

No bricks are to be broken or cracked in any way. There should be no defects that could impact the strength, functionality or appearance of the paving.

The paving should be laid down neatly and accurately. All loose stones should be removed from underneath the paving to ensure that the paving is level once laid and suitable for pedestrian traffic. There should be no gaps between the paving such as missing bricks, which could result in injury. The bricks should be tightly compacted to enhance functionality and appearance.

The current paving should remain uninterrupted as much as possible. Individual paving bricks may be removed to excavate for foundations and should be replaced and/or tidied thereafter. The Contractor will obtain approval prior to any cutting of the current paving bricks.

## 2.8 Testing and Commissioning

Upon completion of the works, the Contractor will ensure that the following requirements are in order:

- 1) The overhead structure should be sturdy and constructed correctly and neatly. The roof cladding should be free from holes, cracks or openings. The site should be cleared from all residual material.
- 2) The access turnstiles should be tested to ensure that they operate smoothly, quietly and effectively. The biometric readers should be installed and fully operational and linked to the current access control system. All hardware and other moving parts should be lubricated.
- 3) The fencing should be free from:
  - Binding;
  - Warping;
  - Excessive deflection;
  - Distortion;
  - Non-alignment;

- Disruption; and
- Malfunction.

Should either of the fencing panels experience any one, or combination, of the above-mentioned defects, it should be adjusted accordingly before commissioning.

- 4) The paving should be laid neatly, free from defects such as gaps, holes or broken/ cracked paving bricks. The paving should be level and there should be no obstructions above or below the paving layer that would hinder pedestrian traffic.



PART C4:  
SITE  
INFORMATION

## PART 4: SITE INFORMATION

Core clause 11.2(16) states

“Site Information is information which

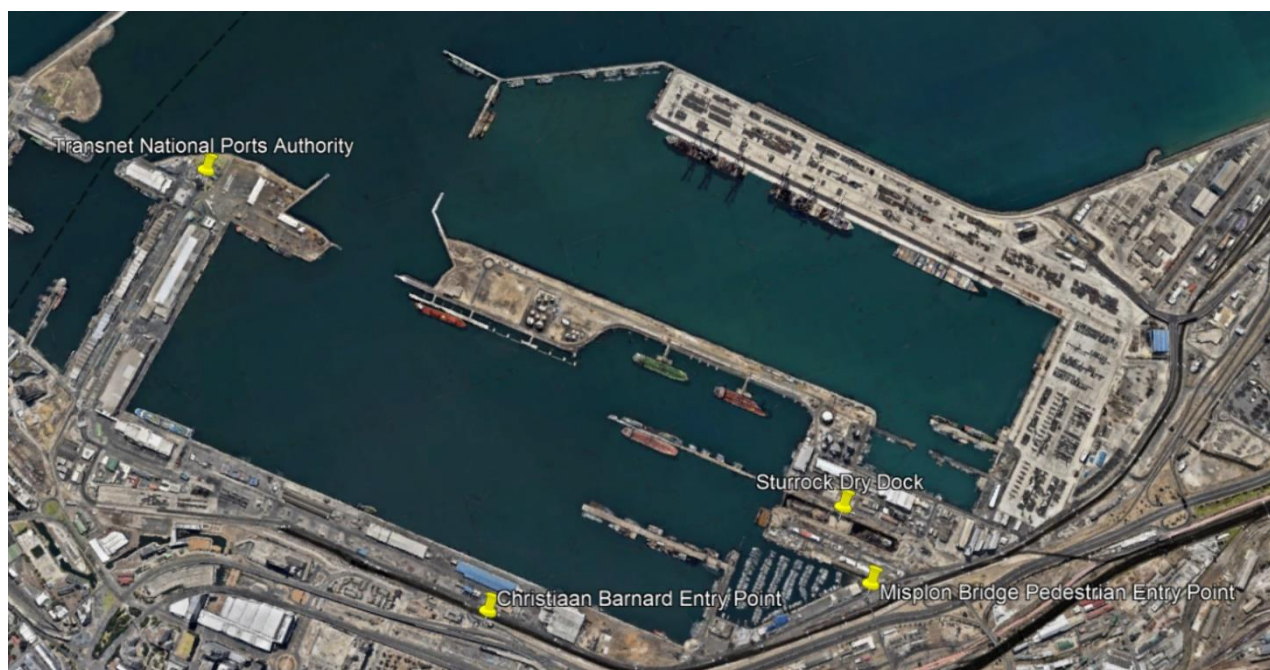
- describes the Site and its surroundings and
- is in the documents which the Contract Data states it is in.”

In Contract Data, reference has been made to this Part 4 of the contract for the location of Site Information.

### 1. Description of the Site and its surroundings

#### 1.1. General description

The Mispion Bridge pedestrian access point is shown below:



**Figure 1-1:** Mispion Bridge Pedestrian Entrance/Exit Point in the PoCT

The Mispion Bridge Access Point is approximately 0.35 km from the general Sturrock Dry Dock (SDD) area, and approximately 1.25 km from the adjacent Christiaan Barnard Access Point. The bridge is also a direct route from the PoCT into Woodstock, along which pedestrians may exit the bridge via designated staircases to either the Woodstock MyCiti Bus Terminal or the Woodstock Train Station. Pedestrians that rely on public transport are currently required to walk to the Christiaan Barnard Access Point to reach the nearest taxi rank.

**1.2. Existing buildings, structures, and plant & machinery on the Site**

All drawings required relating to underground utilities can be requested by the Contractor (after their appointment) from the Project Manager. Throughout the duration of the project, it remains the responsibility of the Contractor to verify all drawings obtained from the Employer. The Port is highly developed and contains existing buildings, structures, machinery as well as railway lines. The Works required for this project should in no way affect the existing infrastructure or machinery and should be executed in the most efficient manner so as to keep disturbances to a minimum.

**1.3. Subsoil information**

For the Works required for this project, it is the Contractors responsibility to confirm the subsoil material and the subsoil properties before construction.

**1.4. Hidden services**

All drawings required relating to underground utilities can be requested by the Contractor (after their appointment) from the Project Manager. Throughout the duration of the project, it remains the responsibility of the Contractor to verify all drawings obtained from the Employer. If there are no drawings available for underground utilities, it is the Contractor's responsibility to verify the services before any construction takes place.

**1.5. Other reports and publicly available information**

None.

TRANSNET NATIONAL PORT AUTHORITY

TENDER NUMBER: TNPA/2023/09/0013/42512/RFQ

DESCRIPTION OF THE WORKS: SUPPLY AND INSTALLATION OF PHYSICAL SECURITY CONTROLS AT THE PEDESTRIAN ACCESS POINT IN THE PORT OF CAPE TOWN (ONCE-OFF)

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**PART T2:**  
**RETURNABLE**  
**DOCUMENTS**



## T2.1 List of Returnable Documents

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

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

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

- T2.2-03 **Evaluation Schedule:** Programme
- T2.2-04 **Evaluation Schedule:** Quality Management
- T2.2-05 **Evaluation Schedule:** Health and Safety Management
- T2.2-06 **Evaluation Schedule:** Previous experience
- T2.2-07 **Evaluation Schedule:** Method Statement

### 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
- T2.2-12 Availability of equipment and other resources
- T2.2-13 Health and Safety Questionnaire
- T2.2-14 Site Establishment requirements

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

#### Agreement and Commitment by Tenderer:

- T2.2-15 CIDB SFU ANNEX G Compulsory Enterprise Questionnaire
- T2.2-16 Non-Disclosure Agreement
- T2.2-17 RFP Declaration Form
- T2.2-18 RFP – Breach of Law
- T2.2-19 Certificate of Acquaintance with Tender Document
- T2.2-20 Service Provider Integrity Pact
- T2.2-21 Supplier Code of Conduct



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

T2.2-23 Insurance provided by the Contractor

**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**

## T2.2-01: Eligibility Criteria Schedule:

### Certificate of Attendance at Tender Clarification Meeting

This is to certify that

.....  
(Company Name)

Represented  
by:

.....  
(Name and  
Surname)

Was represented at the compulsory tender clarification meeting

Held at:	Procurement Boardroom, 34 South Arm Road, Port of Cape	
On (date)	15 November 2023	Starting time: 11:00 AM

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

Name

Signature

Capacity

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

Name

Signature

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

Date

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

### Note to tenderers:

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

CRS Number	Status	Grading	Expiry Date

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 **2 CE or higher** class of construction work, are eligible to have their tenders evaluated.

### 2. Joint Venture (JV)

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

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

## **T2.2-03: Evaluation Schedule: Programme/ Project Schedule**

### **Note to Tenderers:**

The Tenderer details the Programme for evaluation and attaches it to this schedule. In addition, the Tenderer is to provide an electronic copy of the Programme in Primavera, Microsoft Projects or any other compatible software.

The Tenderer's attention is drawn to core clause 31 of the NEC3 Engineering and Construction contract regarding the items to be shown on a programme.

The Tenderer shall provide the proposed Programme, at a minimum Level 2 showing, but not limited to, the following:

1. The starting date and completion date is stated and is logically linked to the activities in the Project Schedule.
2. A detailed Level 2 Programme is provided with supportive information on how durations were estimated. Major milestones are all shown, and all project requirements, timing and deliverables will be met. Floats are allowed for non-critical events.
3. All activities are logically tied using the Critical Path Method (CPM).
4. All activity durations are realistic and based on quantities and activities that can be measured in days. The calendar on the schedule should represent the actual work week/month used. E.g. weekends as non-working periods.

The scoring of the Programme will be as follows:

<b>Evaluation Criteria</b>				
	The starting date and completion date is stated and is logically linked to the activities in the Project Schedule.	A detailed Level 2 Programme is provided with supportive information on how durations were estimated. Major milestones are all shown, and all project requirements, timing and deliverables will be met. Floats are allowed for non-critical events.	All activities are logically tied using the Critical Path Method (CPM).	All activity durations are realistic and based on quantities and activities that can be measured in days. The calendar on the schedule should represent the actual work week/month used. E.g. weekends as non-working periods.
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
<b>Score</b>				
<b>Score 0</b>	The Tenderer has submitted no information or inadequate information to determine a score.			
<b>Score 20</b>	Starting date and completion date is not stated.	Programme is not acceptable as it will not satisfy project objectives or requirements. The Tenderer has misunderstood the Works Information and does not deal with the critical aspects of the project.	The Tenderer has misunderstood the scope of services and does not deal with the critical aspects of the project.	The Tenderer has misunderstood the scope of services and does not deal with the critical aspects of the project.
<b>Score 40</b>	Only starting date or completion date is stated but not both.	Does not meet requirements of the stipulated criteria with no supportive information on how the durations were estimated. The sequencing of the key project deliverables is inconsistent and displays illogical interrelationships of activities with an insufficient breakdown of tasks/activities.	The sequencing of the key project deliverables is inconsistent and displays illogical interrelationships of activities with an insufficient breakdown of tasks/activities.	The sequencing of the key project deliverables is inconsistent and displays illogical interrelationships of activities with an insufficient breakdown of tasks/activities.
<b>Score 60</b>	Starting date and completion date is stated but does not logically link to activities in the Project Schedule.	The requirements partially meet the stipulated criteria with sparse supportive information/details on how the durations were estimated however evidence is given that the project requirements, timing and deliverables will be met.	The schedule is partially complete and detailed, not representing all disciplines involved, however, the Tenderer's response meets the minimum requirements of the stipulated criteria (Level 2) with sparse supportive information/details on how the durations were estimated.	The schedule is partially complete and detailed, but does not represent all disciplines involved. The Tenderer's response only meets the minimum requirements of the stipulated criteria (Level 2) with sparse supportive information/details on how the durations were estimated.

<p><b>Score 80</b></p>	<p>Starting date and completion date is stated and links logically to the activities in the Project Schedule.</p>	<p>Meets expectations, showing important issues with supportive information clearly indicating and defining the deliverables, detailed major milestones, and showing that the schedule is sufficiently flexible to accommodate changes that may occur. Activities are broken down into Level 2 Programme detail.</p>	<p>The Tenderer's response meets all the minimum requirements and is deemed an "acceptable response". It meets all the requirements of the stipulated criteria with supportive information clearly indicating and defining the deliverables, detailed major milestones and shows the schedule is sufficiently flexible to accommodate changes that may occur. Activities are broken down into Level 2 detail or additional, and a supporting narrative is provided.</p>	<p>All activity durations are realistic and based on quantities and activities that can be measured in days. The calendar on the schedule represents the actual work week/month used. E.g. including weekends as non-working periods.</p>
<p><b>Score 100</b></p>	<p>Starting date and completion date is stated and links logically to the activities in the Project Schedule. The dates exceed expectation and indicate a reduced project timeline.</p>	<p>Exceeds expectations, showing important issues with supportive information clearly indicating and defining the deliverables, detailed major milestones and showing that the schedule is sufficiently flexible to accommodate changes that may occur. Activities are broken down into Level 2 Programme detail.</p>	<p>The Tenderer's response exceeds "above acceptable", showing important issues and risks are approached in an innovative and effective ways. The schedule indicates that the Tenderer has outstanding knowledge of state-of-the-art approaches.</p>	<p>All activity durations are realistic and based on quantities and activities that can be measured in days based on a project delivery date. The calendar on the schedule represents the actual work week/month used. E.g. including weekends as non-working periods.</p>



## T2.2-04: Evaluation Schedule – Quality Management

### Note to Tenderers:

1. If successful and awarded the contract, the Tenderer shall execute and complete the contract as per the **Quality Management Standard, QAL-STD-0001 General Quality Requirements for Contractors and Suppliers**. The Tenderer will also comply to the relevant SANS Codes, the ISO 9001, as well as the Project Specifications and Drawings provided.

The Tenderer shall, as a minimum, submit the following:

- Project Quality Plan which satisfies the technical and quality requirements of the works, identifying all procedures, reviews, audits, controls and records used to control and verify compliance with the Works Information.
- Project specific Quality data book index.
- Valid ISO 9001 certification.
- Index/List of procedures and method statements to be used during the contract.
- Quality Control Plans (QCPs) Specific to the Works Information not limited to the following:
  - Civil works
  - Electrical works

These QCPs shall identify all inspections, tests and verification requirements to meet Contractual obligations, specifications, drawings and related details including destructive and non-destructive testing, witnessing and hold points.

The scoring of the Quality Management will be as follows:

<b>Evaluation Criteria</b>	
	Compliance to the relevant quality standards and Codes such as relevant SANS Codes and the ISO 9001, as well as the Project Specifications and Drawings provided.
	<b>1</b>
<b>Score</b>	
<b>Score 0</b>	The Tenderer has submitted no information or inadequate information to determine a score.
<b>Score 20</b>	The submitted Tender document shows a lack of compliance to the relevant quality standards and Codes. There is no mention of the ISO 9001, and little alignment with the Project Specifications and/or Drawings.
<b>Score 40</b>	The submitted Tender document shows a lack of compliance to the relevant quality standards and Codes. There is mention of the ISO 9001 and relevant SANS Codes, however very little alignment with the Project Specifications and/or Drawings.
<b>Score 60</b>	The submitted Tender document shows compliance with the relevant quality standards and Codes. There is mention of the ISO 9001 and relevant SANS Codes, and adequate alignment with the Project Specifications and/or Drawings.
<b>Score 80</b>	The submitted Tender document shows clear compliance with the relevant quality standards and Codes. There is mention of the ISO 9001 and all relevant SANS Codes, and very good alignment with the Project Specifications and/or Drawings.
<b>Score 100</b>	The submitted Tender document shows clear compliance with the relevant quality standards and Codes. There is mention of the ISO 9001 and all relevant SANS Codes, and excellent alignment with the Project Specifications and/or Drawings. The Service Provider provided additional quality management specifications that pertains to the Project.

## **T2.2-05: Evaluation Schedule: Health and Safety Management**

### **Note to Tenderers:**

The Tenderer must submit the following documents as a minimum with the tender submission:

1. Valid letter(s) of good standing with a registered construction regulatory body.
2. Safety, Health & Environmental Company Policy signed by the Accounting Officer indicating commitment to safety, the prevention of pollution and continual improvement.
3. A project-specific Health and Safety Plan is provided that clearly complies with the OH&S Act and is in line with Construction Regulations and relevant SANS Codes.

The scoring of the Tenderer's Health and Safety criteria is as follows:

<b>Evaluation Criteria</b>			
	Valid letter(s) of good standing with a registered construction regulatory body.	Safety, Health & Environmental Company Policy signed by the Accounting Officer indicating commitment to safety, the prevention of pollution and continual improvement.	A project-specific Health and Safety Plan is provided that clearly complies with the OH&S Act and is in line with Construction Regulations and relevant SANS Codes.
	<b>1</b>	<b>2</b>	<b>3</b>
<b>Score</b>			
<b>Score 0</b>	The Tenderer has submitted no information or inadequate information to determine a score.		
<b>Score 20</b>	The Service Provider has no certificate from a registered construction regulatory body, or the certificate has expired.	The company Health and Safety Policy is submitted but not signed.	Information supplied is totally insignificant/inadequate to achieve the required H&S.
<b>Score 40</b>	-	The company Health and Safety Policy is submitted and signed but is less than acceptable standard.	Poor response to a project-specific H&S Plan.
<b>Score 60</b>	-	The company Health and Safety Policy is submitted, signed and of acceptable standard.	The project-specific H&S Plan is acceptable and complies with the requirements in the OH&S Act and is in line with relevant Construction Regulations.
<b>Score 80</b>	-	The company Health and Safety Policy is submitted, signed and of an above acceptable standard.	Good response to a project-specific H&S Plan.
<b>Score 100</b>	The Service Provider has a valid certificate from a registered construction regulatory body.	The company Health and Safety Policy is submitted, signed and of an excellent standard that exceeds expectations.	The project-specific H&S Plan is excellent and detailed and complies with the requirements in the OH&S Act and is in line with relevant Construction Regulations as well as all relevant SANS Codes.

## T2.2-06: Evaluation Schedule: Previous Experience

### Note to Tenderers:

1. Tenderers are required to demonstrate performance in comparable projects of similar size and nature by supplying the following:
  - A list of past / current comparable projects
  - Construction of similar works as detailed in the Works Information
  - Sufficient references to substantiate experience indicated (Client name and contact details, project description, duration and contract value)

The scoring of the Previous Experience will be as follows:

<b>Evaluation Criteria</b>	
	Proof of experience that the Service Provider has on similar related projects, and with a similar level of complexity.
	<b>1</b>
<b>Score</b>	
<b>Score 0</b>	The Tenderer has submitted no information or inadequate information to determine a score.
<b>Score 20</b>	One (1) project submitted indicating previous experience on a similar related project, with the same level of complexity.
<b>Score 40</b>	Two (2) projects submitted indicating previous experience on a similar related project, with the same level of complexity.
<b>Score 60</b>	Four (4) projects submitted indicating previous experience on a similar related project, with the same level of complexity or higher.
<b>Score 80</b>	Six (6) projects submitted indicating previous experience on a similar related project, with the same level of complexity or higher.
<b>Score 100</b>	Seven (7) or more projects submitted indicating previous experience on a similar related project, with the same level of complexity or higher.

## T2.2-07: Evaluation Schedule: Method Statement

### Note to Tenderers:

The Tenderer must sufficiently demonstrate the approach/methodology that will be employed to cover the scope of the project.

The Method Statement should include, but should not be limited to, the following:

1. A project-specific Method Statement is provided that details how the site will be utilised and set up, and how the works will be conducted. The Method Statement makes reference to safety requirements i.t.o. the OH&S Act.
2. In addition to general methodology for the project please, the Method Statement should show a clear compliance to the Project Works Information and Specifications provided. The Bill of Quantities should align with the Client's expected cost for the Project. Please also provide specific information for the following points:
  - Construction of the overhead structure (e.g. excavations and compaction of soil for footings, casting of concrete, cutting and treating of structural members, the installation of cladding, installation of flashings, gutters and downpipes etc.)
  - The transport, refurbishment and installation of all access turnstiles
  - The erection of the fencing including the removal and discarding/storage of the existing fencing
  - The paving of the site

**Please note: Tenderers are required to provide detailed Method Statements for the categories as listed above. Tenderers to note that they will not achieve an "acceptable" score should they not provide the information as required in this Returnable.**

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

<b>Evaluation Criteria</b>		
	A project-specific Method Statement is provided that details how the site will be utilised and set up, and how the works will be conducted. The Method Statement makes reference to safety requirements i.t.o. the OH&S Act.	The Method Statement addresses all of the project scope activities including mention of the construction of the overhead structure (e.g. excavations and compaction of soil for footings, casting of concrete, cutting and treating of structural members, the installation of cladding, installation of flashings, gutters and downpipes etc.), the transport, refurbishment and installation of all access turnstiles, the erection of the fencing including the removal and discarding/storage of the existing fencing, as well as the paving of the site. The Method Statement shows a clear compliance to the Project Works Information and Specifications provided. The Bill of Quantities aligns with the Client's expected cost for the Project.
	<b>1</b>	<b>2</b>
<b>Score</b>		
<b>Score 0</b>	The Tenderer has submitted no information or inadequate information to determine a score.	
<b>Score 20</b>	No Method Statement is provided.	Project Method Statement covers less than 60% of the information in the Works Information. There is no Bill of Quantities, or the Bill of Quantities is incomplete or incorrect.
<b>Score 40</b>	A Method Statement is provided but is not project-specific.	Project Method Statement covers 60% ≤ 70% of the information in the Works Information. The Bill of Quantities is either severely overly priced or severely under-priced.
<b>Score 60</b>	A project-specific Method Statement is provided but it is incomplete/inadequate. It does not provide details as to the utilisation or layout of the site or how the works will be conducted. However, it does make reference to the OH&S Act.	Project Method Statement covers 70% ≤ 90% of the information in the Works Information. The Bill of Quantities does not align with the Client's expectations.
<b>Score 80</b>	A good, project-specific Method Statement is provided that provides details on how the site will be utilised and set up. It also makes references to the safety requirements stated in the OH&S Act.	All of the topics are discussed in the Method Statement (90% ≤ 100%) and there is a clear compliance to the Project Works Information and Specification. The Bill of Quantities aligns will the Client's expectations.

<p><b>Score 100</b></p>	<p>A detailed Method Statement is provided which focuses on all aspects pertaining to the project, its utilisation and layout and makes appropriate (project specific) and detailed references to the safety requirements i.t.o. the OH&amp;S Act.</p>	<p>Project Method Statement covers <math>\geq</math> 100% of the information in the Works Information, Specifications and Drawings and mentions all the correct level of soil compaction and the correct methods of construction and installation of the overhead structure and cladding, including the treatment of all structural members. The Statement also discusses the correct installation of flashings, gutters and downpipes and the access turnstiles, fencing, paving required. The correct testing and commissioning of the access turnstiles is also addressed. A Bill of Quantities is provided that exceeds the expectations of the Client.</p>
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## 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
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

### 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.

<b>Name of firm</b>	<b>Address</b>	<b>Authorising signature, name (in caps) and capacity</b>



**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:

	<b>Date</b>	<b>Title or Details</b>
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:

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







## **T2.2-13: Health and Safety Questionnaire**



## Health, Safety Questionnaire

<b>1. SAFE WORK PERFORMANCE</b>			
1A. Injury Experience / Historical Performance - Alberta			
Use the previous three years injury and illness records to complete the following:			
Year			
Number of medical treatment cases			
Number of restricted work day cases			
Number of lost time injury cases			
Number of fatal injuries			
Total recordable frequency			
Lost time injury frequency			
Number of worker manhours			
1 - Medical Treatment Case	Any occupational injury or illness requiring treatment provided by a physician or treatment provided under the direction of a physician		
2 - Restricted Work Day Case	Any occupational injury or illness that prevents a worker from performing any of his/her craft jurisdiction duties		
3 - Lost Time injury Cases	Any occupational injury that prevents the worker from performing any work for at least one day		
4 - Total Recordable Frequency	Total number of Medical Treatment, Restricted Work and Lost Time Injury cases multiplied by 200,000 then divided by total manhours		
5- Lost Time Injury Frequency	Total number of Lost Time Injury cases multiplied by 200,000 then divide by total manhours		
1B. Workers' Compensation Experience			
Use the previous three years injury and illness records to complete the following (if applicable):			
Industry Code:		Industry Classification:	
Year			
Industry Rate			
Contractor Rate			
% Discount or Surcharge			
Is your Workers' Compensation account in good standing? (Please provide letter of confirmation)		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>2. CITATIONS</b>			
2A.	Has your company been cited, charged or prosecuted under Health, Safety and/or Environmental Legislation in the last 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, provide details:		
2B.	Has your company been cited, charged or prosecuted under the above Legislation in another Country, Region or State? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, provide details:		
<b>3. CERTIFICATE OF RECOGNITION</b>			



Does your company have a Certificate of Recognition?  
 Yes  No If Yes, what is the Certificate No. \_\_\_\_\_ Issue Date \_\_\_\_\_

**4. SAFETY PROGRAM**

Do you have a written safety program manual?  Yes  No  
If Yes, provide a copy for review

Do you have a pocket safety booklet for field distribution?  Yes  No  
If Yes, provide a copy for review

Does your safety program contain the following elements:

	YES	NO		YES	NO
CORPORATE SAFETY POLICY	<input type="checkbox"/>	<input type="checkbox"/>	EQUIPMENT MAINTENANCE	<input type="checkbox"/>	<input type="checkbox"/>
INCIDENT NOTIFICATION POLICY	<input type="checkbox"/>	<input type="checkbox"/>	EMERGENCY RESPONSE	<input type="checkbox"/>	<input type="checkbox"/>
RECORDKEEPING & STATISTICS	<input type="checkbox"/>	<input type="checkbox"/>	HAZARD ASSESSMENT	<input type="checkbox"/>	<input type="checkbox"/>
REFERENCE TO LEGISLATION	<input type="checkbox"/>	<input type="checkbox"/>	SAFE WORK PRACTICES	<input type="checkbox"/>	<input type="checkbox"/>
GENERAL RULES & REGULATIONS	<input type="checkbox"/>	<input type="checkbox"/>	SAFE WORK PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>
PROGRESSIVE DISCIPLINE POLICY	<input type="checkbox"/>	<input type="checkbox"/>	WORKPLACE INSPECTIONS	<input type="checkbox"/>	<input type="checkbox"/>
RESPONSIBILITIES	<input type="checkbox"/>	<input type="checkbox"/>	INVESTIGATION PROCESS	<input type="checkbox"/>	<input type="checkbox"/>
PPE STANDARDS	<input type="checkbox"/>	<input type="checkbox"/>	TRAINING POLICY & PROGRAM	<input type="checkbox"/>	<input type="checkbox"/>
ENVIRONMENTAL STANDARDS	<input type="checkbox"/>	<input type="checkbox"/>	COMMUNICATION PROCESSES	<input type="checkbox"/>	<input type="checkbox"/>
MODIFIED WORK PROGRAM	<input type="checkbox"/>	<input type="checkbox"/>			

**5. TRAINING PROGRAM**

5A. Do you have an orientation program for new hire employees?  Yes  No  
If Yes, include a course outline. Does it include any of the following:

	YES	NO		YES	NO
GENERAL RULES & REGULATIONS	<input type="checkbox"/>	<input type="checkbox"/>	CONFINED SPACE ENTRY	<input type="checkbox"/>	<input type="checkbox"/>
EMERGENCY REPORTING	<input type="checkbox"/>	<input type="checkbox"/>	TRENCHING & EXCAVATION	<input type="checkbox"/>	<input type="checkbox"/>
INJURY REPORTING	<input type="checkbox"/>	<input type="checkbox"/>	SIGNS & BARRICADES	<input type="checkbox"/>	<input type="checkbox"/>
LEGISLATION	<input type="checkbox"/>	<input type="checkbox"/>	DANGEROUS HOLES & OPENINGS	<input type="checkbox"/>	<input type="checkbox"/>
RIGHT TO REFUSE WORK	<input type="checkbox"/>	<input type="checkbox"/>	RIGGING & CRANES	<input type="checkbox"/>	<input type="checkbox"/>
PERSONAL PROTECTIVE EQUIPMENT	<input type="checkbox"/>	<input type="checkbox"/>	MOBILE VEHICLES	<input type="checkbox"/>	<input type="checkbox"/>
EMERGENCY PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>	PREVENTATIVE MAINTENANCE	<input type="checkbox"/>	<input type="checkbox"/>
PROJECT SAFETY COMMITTEE	<input type="checkbox"/>	<input type="checkbox"/>	HAND & POWER TOOLS	<input type="checkbox"/>	<input type="checkbox"/>
HOUSEKEEPING	<input type="checkbox"/>	<input type="checkbox"/>	FIRE PREVENTION & PROTECTION	<input type="checkbox"/>	<input type="checkbox"/>
LADDERS & SCAFFOLDS	<input type="checkbox"/>	<input type="checkbox"/>	ELECTRICAL SAFETY	<input type="checkbox"/>	<input type="checkbox"/>
FALL ARREST STANDARDS	<input type="checkbox"/>	<input type="checkbox"/>	COMPRESSED GAS CYLINDERS	<input type="checkbox"/>	<input type="checkbox"/>
AERIAL WORK PLATFORMS	<input type="checkbox"/>	<input type="checkbox"/>	WEATHER EXTREMES	<input type="checkbox"/>	<input type="checkbox"/>



5B. Do you have a program for training newly hired or promoted supervisors?  Yes  No  
(If Yes, submit an outline for evaluation. Does it include instruction on the following:

	Yes	No		Yes	No
EMPLOYER RESPONSIBILITIES	<input type="checkbox"/>	<input type="checkbox"/>	SAFETY COMMUNICATION	<input type="checkbox"/>	<input type="checkbox"/>
EMPLOYEE RESPONSIBILITIES	<input type="checkbox"/>	<input type="checkbox"/>	FIRST AID/MEDICAL PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>
DUE DILIGENCE	<input type="checkbox"/>	<input type="checkbox"/>	NEW WORKER TRAINING	<input type="checkbox"/>	<input type="checkbox"/>
SAFETY LEADERSHIP	<input type="checkbox"/>	<input type="checkbox"/>	ENVIRONMENTAL REQUIREMENTS	<input type="checkbox"/>	<input type="checkbox"/>
WORK REFUSALS	<input type="checkbox"/>	<input type="checkbox"/>	HAZARD ASSESSMENT	<input type="checkbox"/>	<input type="checkbox"/>
INSPECTION PROCESSES	<input type="checkbox"/>	<input type="checkbox"/>	PRE-JOB SAFETY INSTRUCTION	<input type="checkbox"/>	<input type="checkbox"/>
EMERGENCY PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>	DRUG & ALCOHOL POLICY	<input type="checkbox"/>	<input type="checkbox"/>
INCIDENT INVESTIGATION	<input type="checkbox"/>	<input type="checkbox"/>	PROGRESSIVE DISCIPLINARY POLICY	<input type="checkbox"/>	<input type="checkbox"/>
SAFE WORK PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>	SAFE WORK PRACTICES	<input type="checkbox"/>	<input type="checkbox"/>
SAFETY MEETINGS	<input type="checkbox"/>	<input type="checkbox"/>	NOTIFICATION REQUIREMENTS	<input type="checkbox"/>	<input type="checkbox"/>

**6. SAFETY ACTIVITIES**

Do you conduct safety inspections? Yes No Weekly Monthly Quarterly

Describe your safety inspection process (include participation, documentation requirements, follow-up, report distribution).  
\_\_\_\_\_  
\_\_\_\_\_

Who follows up on inspection action items? \_\_\_\_\_

Do you hold site safety meetings for field employees? If Yes, how often?  
Yes No Daily Weekly Biweekly

Do you hold site meetings where safety is addressed with management and field supervisors?  
Yes No Weekly Biweekly Monthly

Is pre-job safety instruction provided before to each new task?  Yes  No

Is the process documented?  Yes  No

Who leads the discussion? \_\_\_\_\_

Do you have a hazard assessment process?  Yes  No

- Are hazard assessments documented? If yes, how are hazard assessments communicated and implemented on each project? Who is responsible for leading the hazard assessment process?  
\_\_\_\_\_  
\_\_\_\_\_

Does your company have policies and procedures for environmental protection, spill clean-up, reporting, waste disposal, and recycling as part of the Health & Safety Program?  
 Yes  No

How does your company measure its H&S success?  

- Attach separate sheet to explain

## 7. SAFETY STEWARDSHIP

7A Are incident reports and report summaries sent to the following and how often?

	Yes	No	Monthly	Quarterly	Annually
Project/Site Manager	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Managing Director	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Safety Director/Manager	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
/Chief Executive Officer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

7B How are incident records and summaries kept? How often are they reported internally?

	Yes	No	Monthly	Quarterly	Annually
Incidents totaled for the entire company	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Incidents totaled by project	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Subtotaled by superintendent	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Subtotaled by foreman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

7C How are the costs of individual incidents kept? How often are they reported internally?

	Yes	No	Monthly	Quarterly	Annually
Costs totaled for the entire company	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Costs totaled by project	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Subtotaled by superintendent	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Subtotaled by foreman/general foreman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

7D Does your company track non-injury incidents?

	Yes	No	Monthly	Quarterly	Annually
Near Miss	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Property Damage	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fire	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Security	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Environmental	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## 8 PERSONNEL

List key health and safety officers planned for this project. Attach resume.

Name	Position/Title	Designation

Supply name, address and phone number of your company's corporate health and safety representative. Does this individual have responsibilities other than health, safety and environment?

Name	Address	Telephone Number

Other responsibilities:

## 9 REFERENCES

List the last three company's your form has worked for that could verify the quality and management commitment to your occupational Health & Safety program

Name and Company	Address	Phone Number



## T2.2-15: ANNEX G Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

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

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

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

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

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

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

Name	Identity number	Personal income tax number

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

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

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

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

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

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

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

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

Signed	_____	Date	_____
Name	_____	Position	_____
Enterprise name	_____		



**SBD 6.1**

**PREFERENCE POINTS CLAIM FORM**

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

**1. GENERAL CONDITIONS**

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

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

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

		<b>POINTS</b>
<b>PRICE</b>		<b>80</b>
<b>B-BBEE STATUS LEVEL OF CONTRIBUTION Level 1 or 2</b>		<b>20</b>
Selected Specific Goal	Number of points allocated (80/20)	
B-BBEE Level of contributor (1 or 2)	5	
+50% Black Youth Owned Entities	5	

	30% Black women Owned entities	5		
	Entities Owned by People with Disability (PWD)	5		
	Non-Compliant and/or B-BBEE Level 3-8 contributors	0		
<b>Total points for Price and B-BBEE must not exceed</b>				<b>100</b>

- 1.5 Failure on the part of a bidder to submit proof of evidence required for any of the specific goals together with the bid will be interpreted to mean that preference points for that specific goal are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

**2. DEFINITIONS**

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

- iii) any other requirement prescribed in terms of the B-BBEE Act.
- (j) **"QSE"** means a Qualifying Small Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 ( Act No. 53 of 2003);
- (k) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.
- (l) **"Specific goals"** means targeted advancement areas or categories of persons or groups either previously disadvantaged or falling within the scope of the Reconstruction and Development Programme identified by Transnet to be given preference in allocation of procurement contracts in line with section 2(1) of the PPPFA.

### 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

- Ps = Points scored for comparative price of bid under consideration
- Pt = Comparative price of bid under consideration
- Pmin = Comparative price of lowest acceptable bid

### 4. EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS

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

Specific Goals	Acceptable Evidence
B-BBEE Status contributor	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
30% Black Women Owned Entities	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
+50% Black Youth Owned Entities	Certified copy of ID Documents of the Owners and B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
Entities Owned by People with Disability (PWD)	Certified copy of ID Documents of the Owners / Doctor's note and /or EEA1 form confirming the disability
Entities/Black People living in rural	Entity 's Municipal/ESKOM bill or letter from Induna/chief

areas	confirming residential address not older than 3 months.
South African Enterprises	CIPC Certificate
EME or QSE 51% Black Owned	B-BBEE Certificate / Sworn-Affidavit / CIPC Certificate
Entities that are 51 % Black Owned	CI B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
Promoting exports Orientated for Job creation	Section.....Job Creation Schedule Returnable documents
Local Content and Local Production	Returnable Local Content and production Annexures
NIPP	NIPP Returnable documents
Creation of new jobs and labour intensification	Section.....Job Creation Schedule Returnable documents
The promotion of supplier development through sub-contracting or JV for a minimum of 30% of the value of a contract to South African Companies which are: I. 30% Black Women, 51% Black Youth and 51% Black people with disabilities II. Entities with a specified minimum B-BBEE level (1 and 2) III. EMEs and/or QSEs who are 51% black-owned	Sub-contracting agreements and Declaration / Joint Venture Agreement and CIPC – B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate as per DTIC guideline
The promotion of enterprises located in a specific province/region/municipal area for work to be done or services to be rendered in that province/region/municipal area	CIPC – B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines and Proof Registered address of entity

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

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

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

- 4.3 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.
- 4.4 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 4.5 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 4.6 A person awarded a contract may 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)
- (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**

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



8.6 COMPANY CLASSIFICATION

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

[ *TICK APPLICABLE BOX* ]

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

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

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



WITNESSES

1. ....

2. ....

.....

SIGNATURE(S) OF BIDDERS(S)

DATE: .....

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

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

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

Full Name	Identity Number	Name of institution	State

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






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

2.2.1 If so, furnish particulars:

.....  
.....

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

2.3.1 If so, furnish particulars:

.....  
.....

**3 DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will

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



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

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

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

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



## **T2.2-16: NON-DISCLOSURE AGREEMENT**

**[NOV 2023]**

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

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

**TRANSNET SOC LTD**

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

**and**

.....

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

.....

.....

**WHEREAS**

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

**IT IS HEREBY AGREED**

**1. INTERPRETATION**

In this Agreement:

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



- 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	_____		



## T2.2-17: RFP 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 T2.2-20 "Service Provider Integrity Pact".

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

**IMPORTANT NOTICE TO TENDERERS**

- Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of tenders exceeding R5,000,000.00 (five million S.A. Rand) in value. Should a Tenderer have any material concern regarding an tender process which meets this value threshold, a complaint may be lodged with Transnet’s Procurement Ombudsman for further investigation.
- It is incumbent on the Tenderer to familiarise himself/herself with the Terms of Reference for the Transnet Procurement Ombudsman, details of which are available for review at Transnet’s website [www.transnet.net](http://www.transnet.net).
- An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to [procurement.ombud@transnet.net](mailto:procurement.ombud@transnet.net)

- For transactions below the R5,000,000.00 (five million S.A. Rand) threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division.
- All Tenderers should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a tenderer on its List of Excluded Bidders.

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## T2.2-18: 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:

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DATE OF BREACH:

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

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

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SIGNATURE OF TENDER

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## T2.2-19: Certificate of Acquaintance with Tender Documents

NAME OF TENDERING ENTITY:

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

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

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

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SIGNATURE OF TENDERER

## **T2.2-20: Service Provider Integrity Pact**

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

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

### **INTEGRITY PACT**

Between

#### **TRANSNET SOC LTD**

Registration Number: 1990/000900/30

("Transnet")

and

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

## **PREAMBLE**

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

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

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

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

## **1 OBJECTIVES**

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

## **2 COMMITMENTS OF TRANSNET**

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

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

party related to the contract in exchange for an advantage in the tendering process, Tender evaluation, contracting or implementation process related to any contract.

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

### **3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER**

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



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

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

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

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

d) Anti-Corruption

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

#### **4 INDEPENDENT TENDERING**

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

- a) has been requested to submit a Tender in response to this Tender invitation;
- b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
- c) provides the same Goods and Services as the Tenderer and/or is in the same line of business as the Tenderer.

4.2 The Tenderer has arrived at his submitted Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive tendering.

4.3 In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- a) prices;
- b) geographical area where Goods or Services will be rendered [market allocation];
- c) methods, factors or formulas used to calculate prices;
- d) the intention or decision to submit or not to submit, a Tender;
- e) the submission of a Tender which does not meet the specifications and conditions of the RFP; or
- f) tendering with the intention of not winning the Tender.

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

## **5 DISQUALIFICATION FROM TENDERING PROCESS**

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

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

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

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

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

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

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

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

a) Has, in bad faith, withdrawn such Tender after the advertised closing date and time for the receipt of Tenders;

b) has, after being notified of the acceptance of his Tender, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the Tender documents;

c) has carried out any contract resulting from such Tender in an unsatisfactory manner or has breached any condition of the contract;

d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;

e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;

f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:

(i) he made the statement in good faith honestly believing it to be correct;  
and

(ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;

g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;

h) has litigated against Transnet in bad faith.

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

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

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

## **7 PREVIOUS TRANSGRESSIONS**

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

## **8 SANCTIONS FOR VIOLATIONS**

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



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

## **9 CONFLICTS OF INTEREST**

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

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

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

## **10 DISPUTE RESOLUTION**

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



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

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

## 11 GENERAL

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

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

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

Signature .....

Date .....

## **T2.2-21 : Supplier Code of Conduct**

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

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

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

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

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

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

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

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

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

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

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

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



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***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

## **T2.2-22: Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")**

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

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

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

- 2.1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No. of 2013 "(POPIA"):

consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.

- 2.2. The Operator will process all information by the Transnet in terms of the requirements contemplated in Section 4(1) of the POPIA:

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

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

- 2.4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this Agreement and the Operator is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.

- 2.5. In terms of this Agreement, the Operator acknowledges that it will obtain and have access to personal information of Transnet and the information of a third party and agrees that it shall only process the information disclosed by Transnet in terms of this Agreement and only for the purposes as detailed in this Agreement and in accordance with any applicable law.

- 2.6. Should there be a need for the Operator to process the personal information and the information of a third party in a way that is not agreed to in this Agreement, the Operator must request consent from Transnet to the processing of its personal information or and the information of a third party in a manner other than that it was collected for, which consent cannot be unreasonably withheld.



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

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

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

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

**3. SOLE AGREEMENT**

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

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

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

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

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

..... (Pty) Ltd

(Operator)

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

**AS WITNESSES:**

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

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



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

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

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

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



# ANNEXURE A

