

Transnet National Ports Authority

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR PROPOSAL (RFP)

FOR THE RENOVATIONS OF VARIOUS EIGHT (8) SUBSTATIONS IN THE PORT OF DURBAN FOR A PERIOD OF FIVE (5) MONTHS

RFP NUMBER	: TNPA/2023/02/22699/RFP
ISSUE DATE	: 10 OCTOBER 2023
COMPULSORY BRIEFING SESSION	: 19 OCTOBER 2023
CLOSING DATE	: 30 OCTOBER 2023
CLOSING TIME	: 12H00PM
TENDER VALIDITY PERIOD	: 12 WEEKS FROM CLOSING DATE

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T1.2 TENDER DATA

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

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

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

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

Clause	Data
C.1.1 The Employer is	Transnet SOC Ltd Trading Through its Operating Division Transnet National Ports Authority (Reg No. 1990/000900/30)

C.1.2 The tender documents issued by the Employer comprise:

Part T: The Tender

Part T1: Tendering procedures	T1.1 Tender notice and invitation to tender. T1.2 Tender data
Part T2: Returnable documents	T2.1 List of returnable documents T2.2 Returnable schedules

Part C: The contract

Part C1: Agreements and contract data	C1.1 Form of offer and acceptance
	C1.2 Contract data (Part 1 & 2)
Part C2: Pricing data	C2.1 Pricing instructions
	C2.2 Bill of Quantities
Part C3: Scope of work	C3.1 Works Information
Part C4: Site information	C4.1 Site information
C.1.4	The Employer's agent is:
	Contracts Manager
	Name:
	Thabisile Ndlovu
	Address:
	237 Queens Warehouse Building, 1 st Floor
	Procurement Department
	Tel No.
	031 361 8707
	E – mail
	Thabisile.Ndlovu@transnet.net
C.2.1	Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:

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

1. Stage Two - Eligibility in terms of the Construction Industry Development Board:

- a) Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, designation of **3GB or higher** class of construction work, are eligible to have their tenders evaluated.
- b) Joint Venture (JV)

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

1. every member of the joint venture is registered with the CIDB;
 2. the lead partner has a contractor grading designation of not lower than one level below the required class of construction works under consideration and possesses the required recognition status; and
 3. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a **3GB** 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.

2. Stage Three - Functionality:

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

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

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

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- C.2.7 The arrangements for a compulsory site visit 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 compulsory 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.

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

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

Identification details:

The tender documents must be uploaded with:

- Name of Tenderer:
- Contact person and details:
- The Tender Number: TNPA/2023/02/0011/22699/RFP
- The Tender Description: Renovations to various eight (8) substations in the port of Durban for a period of five (5) months.

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

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

C.2.15 The closing time for submission of tender offers is:
Time: **12:00pm** on the **30 October 2023**
Location: The Transnet e-Tender Submission Portal:
(<https://transnetetenders.azurewebsites.net>);

NO LATE TENDERS WILL BE ACCEPTED

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

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

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

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

2. A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a **sworn affidavit** confirming annual turnover and level of black ownership, in line with the code of good practice, together with the tender;
 3. A valid CIDB certificate in the correct designated grading;
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4. Proof of registration on the Central Supplier Database;
 5. Letter of Good Standing with the Workmen's compensation fund by the tendering entity or separate Letters of Good Standing from all members of a newly constituted JV.

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

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

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:

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

- T2.2-03 Previous Experience
- T2.2-04 Quality Management
- T2.2-05 Health and Safety Requirements
- T2.2-06 Environmental Management
- T2.2-07 Management & CVs of Key Persons

Each evaluation criteria will be assessed in terms of scores of 0, 20, 40, 60, 80 or 100 (linear scale, more suitable for NEC3, ECC (construction related procurement))

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

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

Quality Criteria	Weighting points	Scoring Guideline
Technical Capability:		
Company Previous Experience The Tenderer must submit a list of building renovation projects completed with; <ul style="list-style-type: none"> - References - Contracts / Purchase orders / Completion Certificates on similar work carried-out. 	30	0 = No references submitted or not relevant 20 = Tenderer has submitted 1 to 2 references that are relevant 40 = Tenderer has submitted 3 references that are relevant 60 = Tenderer has submitted 4 references that are relevant 80 = Tenderer has submitted 5 to 7 references that are relevant 100 = Tenderer has submitted 8 or more references that are relevant
Management and CVs of Key Personnel Site Agent/Supervisor: Tenderer to submit a detailed CV of the Site Agent/Supervisor to be on site for this project. Site Agent/Supervisor to have site experience on building renovation projects. The tenderer must be able to demonstrate that the project personnel have sufficient knowledge, experience, and qualifications to provide the required services. Site Agent/Supervisor shall have the minimum of NQF 6 in Civil Engineering. The Site Agent/Supervisor must have civil experience relevant to this contract	10	0 = No response - Service provider as not submitted a detailed CV 20 = CV of Site Agent/Supervisor submitted with less than 1 year experience relevant to Project (including required certificate) 40 = CV of Site Agent/Supervisor submitted with 2 to 5 years' experience relevant to Project (including required certificate) 60 = CV of Site Agent/Supervisor submitted with 6 to 7 years' experience relevant to Project (including required certificate) 80 = CV of Site Agent/Supervisor submitted with 8 to 9 years' experience relevant to Project. (Including required certificate) 100 = CV of Site Agent/Supervisor submitted with over 10 years' experience relevant to Project (including required certificate)
Management and CVs of Key Personnel Safety Officer: Qualified Safety Officer registered as a Safety Officer with the South African Council for the	10	0 = No certificate submitted 20 = CV of Safety Officer submitted with less than 1 year experience relevant to Project (including required certificate)

<p>Project and Construction Management Professions (SACPCMP)</p> <p>Safety Officer shall have recognised appropriate training or qualifications (SAMTRAC or equivalent). Roles and Responsibilities shall ensure compliance as per requirements of OHS Act.</p>		<p>40= CV of Safety Officer submitted with 2 to 4 years' experience relevant to Project (including required certificate)</p> <p>60= CV of Safety Officer submitted with 5 to 7 years' experience relevant to Project (including required certificate)</p> <p>80= CV of Safety Officer submitted with 8 to 9 years' experience relevant to Project (including required certificate)</p> <p>100= CV of Safety Officer submitted with over 10 years' experience relevant to Project (including required certificate)</p>
<p>Quality Management</p> <p>Tenderer to submit a Quality Policy statement that meets the requirements of ISO 9001-2015 must be signed and dated, as well as the below requirements.</p> <p>These requirements include:</p> <ol style="list-style-type: none"> 1. Quality management system in place 2. Quality Policy statement signed and dated 3. Quality management system is aligned with the project content and all aspects are covered 4. Quality management system proposal in place, quality manually indicating how quality will be managed and align with project Content 5. ISO 9001 Certified quality management system 	<p>10</p>	<p>0 = No response. Failed to provide information.</p> <p>20 = Quality policy components is too general to cover project scope</p> <p>40 = 1 - 2 of the 5 key policy components are recognized and meet the Employer's requirement</p> <p>60 = 3 of the 5 key policy components are recognized and meet the Employer's requirements.</p> <p>80 = 4 of the 5 key policy components are recognized and meet the Employer's requirements.</p> <p>100 = All 5 key policy components are recognized and meet the Employer's requirements</p>
<p>Health and Safety Management</p> <p>Safety, health and environment (SHE) plan:</p> <p>Critical Elements numbers 1, 2 and 3</p>	<p>10</p>	<p>0 = No response or none of the key elements met</p> <p>20 = The Tenderer has submitted Policy, Organisation and Safety and Health Management Involvement with the key elements met but only 1 element is critical</p>

<ol style="list-style-type: none"> 1. Safety and Health Plan 2. Signed and dated Safety and Health Policy copy signed by the Chief Executive Officer / Managing Director 3. OHS Act 16.2 Appointee 4. Relevant SHE legal appointees in terms of Construction Regulations applicable to the Project: <ol style="list-style-type: none"> a. SHE Representatives b. First Aiders c. Risk Assessors 5. Company organogram 		<p>40 = The Tenderer has submitted Policy, Organization and Safety and Health Management Involvement with the key elements met but only 2 are critical elements.</p> <p>60 = The Tenderer has submitted Policy, Organization and Safety and Health Management Involvement with 1, 2 and 3 critical elements met.</p> <p>80 = The Tenderer has submitted Policy, Organization and Safety and Health Management Involvement with 1, 2, 3 critical elements and elements 4 or 5 met.</p> <p>100 = The Tenderer has submitted Policy, Organization and Safety and Health Management Involvement with all 5 elements met</p>
<p>Health and Safety Management</p> <p>Method Statement- documents or required information to ensure SHE compliance in terms of Scope of work – Critical Elements are numbers 1, 2 and 3</p> <ol style="list-style-type: none"> 1. Scope of the work and hazards identified are aligned to risk assessment. 2. Minimum Personal Protective Equipment (PPE) required to complete the job 3. Personnel required and responsibilities. 4. Resources and equipment required 5. Emergency procedures 	10	<p>0 = No response or none of the elements met</p> <p>20 = The Tenderer has submitted a Method Statement with the elements met but only 1 element is critical</p> <p>40 = The Tenderer has submitted a Method Statement with the elements met but only 2 are critical elements</p> <p>60 = The Tenderer has submitted a Method Statement with 1, 2 and 3 critical elements met.</p> <p>80 = The Tenderer has submitted a Method Statement with 1, 2, 3 critical elements and element 4 or 5.</p> <p>100 = The Tenderer has submitted a Method Statement with all 5 elements</p>
<p>Health and Safety Management</p> <p>Risk Assessment:</p> <p>The Tenderer to submit a detailed Risk Assessment. The information to ensure SHE</p>	10	<p>0= No response or none of the key elements met</p> <p>20= The Tenderer has submitted a Risk Assessment with the elements met but only 1 element is critical</p>

<p>compliance in terms of Scope of work – Critical Elements are numbers 1, 2 and 3</p> <p>Baseline risk assessment which as a minimum includes these elements:</p> <ol style="list-style-type: none"> 1. Identify the risks and hazards to which persons may be exposed to. 2. Analysis and evaluation of identified risks/hazards. 3. Measures to mitigate, reduce or control the risks and hazards identified with roles and responsibilities for implementation and control. 4. Defined Risk Assessment methodology in which risks are quantified. 5. Signed Risk assessment by 16.2 or Construction Manager or Construction Supervisor. 		<p>40= The Tenderer has submitted a Risk Assessment with the elements met but only 2 are critical elements</p> <p>60= The Tenderer has submitted a Risk Assessment with 1, 2 and 3 critical elements met.</p> <p>80= The Tenderer has submitted a Risk Assessment with 1, 2, 3 critical elements and element 4 or 5.</p> <p>100= The Tenderer has submitted a Risk Assessment with all 5 elements.</p>
<p>Environmental Management</p> <p>Environmental Management Plan (EMP):</p> <p>The tenderer shall provide a detailed Environment Management Plan (EMP) specific to the scope of the project.</p> <p>The EMP must identify the possible environmental impacts of the proposed activity; and include measures to minimize, mitigate and manage these impacts.</p> <p>The EMP must include but not limited to the following sections:</p> <ol style="list-style-type: none"> 1. Dust Management. 2. Noise control. 3. Management of hazardous chemical and flammable substances. 4. Pollution control and spill response. 	<p>10</p>	<p>0 = Environmental Management Plan (EMP) for the proposed activities not submitted</p> <p>20 = The Tenderer has submitted an EMP with 2 or less elements.</p> <p>40 = The Tenderer has submitted an EMP with 3 to 6 elements.</p> <p>60 = The Tenderer has submitted an EMP with 7 to 8 elements.</p> <p>80 = The Tenderer has submitted an EMP with 9 to 10 elements.</p> <p>100 = The Tenderer has submitted an EMP with all 13 elements.</p>

<p>5. Waste Management.</p> <p>6. Environmental education and awareness.</p> <p>7. Housekeeping.</p> <p>8. Environmental Laws and Regulations relevant to the project.</p> <p>9. Occurrence management.</p> <p>10. Management responsibilities.</p> <p>11. Protection of sensitive/ no-go areas.</p> <p>12. Monitoring and reporting.</p> <p>13. The EMP must include an environmental policy signed by Top Management which, as a minimum:</p> <ul style="list-style-type: none"> - Is appropriate given the purpose and context of the tenderer's business. - Includes a commitment to fulfil the tenderer's environmental compliance (legal) obligations. - Includes a commitment to the protection of the environment, including prevention of pollution. - Provides framework for setting environmental objectives; and - Includes a commitment to continual improvement. 		
	100	

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	60

Evaluation Criteria	Final Weighted Scores
Price	80
Specific goals - Scorecard	20
TOTAL SCORE:	100

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 Status 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 contributor (3 – 9)	0

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

Specific Goals	Acceptable Evidence
B-BBEE	B-BBEE Certificate / Sworn-Affidavit B-BBEE Certificate (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines
30% Black Women Owned Entities	B-BBEE Certificate / Sworn-Affidavit / CIPC B-BBEE 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 Owners and B-BBEE 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 Owners and Doctor's note confirming the disability and/or Employment Equity Act 1(EEA1) form.

The maximum points for this bid are allocated as follows:

<u>DISCRIPTION</u>	<u>POINTS</u>
PRICE	80
B-BBEE Status Level of Contributor 1 or 2 - (5) Company majority led by black women – (5) Company majority owned by black Youth – (5) Company majority owned by people with disability (PWD) – (5)	20
Total points for Price and Specific Goals must not exceed	100

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

C.3.13 Tender offers will only be accepted if:

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

the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
 - b) 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
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g) is able, in the option of the employer to perform the contract free of conflicts of interest.

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

T1.1 TENDER NOTICE AND INVITATION TO TENDER

SECTION 1: NOTICE TO TENDERERS

1. INVITATION TO TENDER

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

DESCRIPTION	For the renovations to various eight (8) substations in the Port of Durban for a period of five (5) months.
TENDER DOWNLOADING	This Tender may be downloaded directly from the National Treasury eTender Publication Portal at www.etenders.gov.za and the Transnet website at https://transnetetenders.azurewebsites.net (please use <u>Google Chrome to access Transnet link</u>) FREE OF CHARGE.
COMPULSORY BRIEFING SESSION AND NON-COMPULSORY SITE WALK/VISIT	<p>A Compulsory briefing session will be conducted on 19 October 2023 at 10:00am [10 O'clock] at 223 Building, Maydon Wharf at for a period of \pm 2 (two) hours. [Tenderers to provide own transportation and accommodation].</p> <p>The Compulsory briefing session will start punctually, and information will not be repeated for the benefit of Tenderers arriving late.</p> <p>A Non- Compulsory Site visit/walk will take place, tenderers are to note:</p> <ul style="list-style-type: none"> • Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats. • Tenderers without the recommended PPE will not be allowed on the site walk. • Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo Breathalyzer testing. • All forms of firearms are prohibited on Transnet properties and premises. • The relevant persons attending the site walk must ensure that their identity documents, passports or drivers licences are on them for inspection at the access control gates. <p>Certificate of Attendance in the form set out in the Returnable Schedule T2.2-01 hereto must be completed and submitted with your Tender as proof of attendance is required for a compulsory briefing session.</p>

	<p>Tenderers are required to bring this Returnable Schedule T2.2.01 to the Compulsory briefing session to be signed by the Employer's Representative.</p> <p>Tenderers failing to attend the compulsory briefing session will be disqualified.</p>
CLOSING DATE AND TIME	<p>12h00 on 30 October 2023</p> <p>Tenderers must ensure that tenders are uploaded timeously onto the system. If a tender is late, it will not be accepted for consideration.</p>

2. TENDER SUBMISSION

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

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

Log on to the Transnet eTenders management platform website (<https://transnetetenders.azurewebsites.net>);

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

b) The tender offers to this tender will be opened as soon as possible after the closing date and time. Transnet shall not, at the opening of tenders, disclose to any other company any

confidential details pertaining to the Tender Offers / information received, i.e. pricing, delivery, etc. The names and locations of the Tenderers will be divulged to other Tenderers upon request.

- c) Submissions must not contain documents relating to any Tender other than that shown on the submission.

3. CONFIDENTIALITY

All information related to this RFP is to be treated with strict confidentiality. In this regard Tenderers are required to certify that they have acquainted themselves with the Non-Disclosure Agreement. All information related to a subsequent contract, both during and after completion thereof, will be treated with strict confidence. Should the need however arise to divulge any information gleaned from provision of the Works, which is either directly or indirectly related to Transnet's business, written approval to divulge such information must be obtained from Transnet.

4. DISCLAIMERS

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

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

hereby irrevocably grant the necessary consent to the Transnet to do so;

- 4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);
- 4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.
- 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.
- 4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable [clause 12 on T2.2-15], [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.
- 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 returnable 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 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

T2.1 List of Returnable Documents

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

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

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

- T2.2-03 **Evaluation Schedule:** Previous experience
- T2.2-04 **Evaluation Schedule:** Quality Management
- T2.2-05 **Evaluation Schedule:** Health and Safety Management
- T2.2-06 **Evaluation Schedule:** Environmental Management
- T2.2-07 **Evaluation Schedule:** Management & CV's

2.1.3 Returnable Schedules:

General:

- T2.2-08 Record of addenda to tender documents
- T2.2-09 Authority to submit tender
- T2.2-10 Letter of Good Standing
- T2.2-11 CIDB SFU ANNEX G Compulsory Enterprise Questionnaire
- T2.2-12 Schedule of proposed Subcontractors

2.1.4 Agreement and Commitment by Tenderer:

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

2.1.5 Bonds/Guarantees/Financial/Insurance:

- T2.2-20 Insurance provided by the Contractor
- T2.2-21 Three (3) years audited financial statements

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

2.3 C1.2 Contract Data

2.4 C2.1 Pricing Instructions

2.5 C2.2 Bill of Quantities

Description of the Works: For the renovations to various eight (8) substations in the Port of Durban for a period of five (5) months.

T2.2-01: Eligibility Criteria Schedule:

Certificate of attendance at tender briefing session

This is to certify that

(Company Name)

Represented
by:

(Name and
Surname)

Was represented at the compulsory tender briefing session.

Held at:		
On (date)		Starting time:

Particulars of person(s) attending the briefing session:

Name

Signature

Capacity

Attendance of the above company at the briefing session was confirmed:

Name

Signature

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

Date

T2.2-03: Evaluation Schedule: Previous Experience

Note to tenderers:

The Tenderer must submit a list of building renovation projects completed with

(1) References

(2) Contracts / Purchase orders / Completion Certificates on similar work carried-out

NB: If any of the required information is left out from the reference letter, TNPA will not be able to count the as a reference.

Index of documentation attached to this schedule.

	DOCUMENT NAME
1	
2	
3	
4	
5	
6	
7	

The scoring of the Company's Previous Experience will be as follows:

Points	30
Score	Previous Experience
0	0= No references submitted or not relevant
6	20= Tenderer has submitted 1 to 2 references that are relevant
12	40= Tenderer has submitted 3 references that are relevant
18	60= Tenderer has submitted 4 references that are relevant
24	80= Tenderer has submitted 5 to 7 references that are relevant
30	100= Tenderer has submitted 8 or more references that are relevant

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

Signed: _____ Date: _____

Name: _____ Position: _____

Tenderer: _____

T2.2-04 Evaluation Schedule – Quality Management

The tenderer is to note that if successful, and awarded the contract, shall execute and complete the contract as per the Quality Management Standard

Tenderer to submit a Quality Policy statement that meets the requirements of ISO 9001-2015 must be signed and dated, as well as the below requirements.

These requirements include:

1. Quality management system in place
2. Quality Policy statement signed and dated
3. Quality management system is aligned with the project content and all aspect are covered
4. Quality management system proposal in place, quality manually indicating how quality will be managed and align with project Content
5. ISO 9001 Certified quality management system

	DOCUMENT NAME
1	
2	
3	
4	
5	

Quality Management 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. Tenderer to submit a valid ISO 9001 certification. Quality Control Plans must be specific to the Works Information.	0= No response. Failed to provide information	10
	20 = Quality policy components is too general to cover project scope	
	40 = 1 - 2 of the 5 key policy components are recognized and meet the Employer's requirement	
	60 = 3 of the 5 key policy components are recognized and meet the Employer's requirements	
	80 = 4 of the 5 key policy components are recognized and meets the Employer's requirements.	
	100 = All 5 key policy components are recognized and meets the Employer's requirements	

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

Note to tenderers:

Bidder to submit required documents or required information to ensure health and safety compliance in terms of Scope of work – **Critical Elements numbers 1, 2 and 3.**

1. Baseline risk assessment which as a minimum includes these critical elements:

1. Identify the risks and hazards to which persons may be exposed to.
2. Analysis and evaluation of identified risks/ hazards.
3. Measures to mitigate, reduce or control the risks and hazards identified with roles and responsibilities for implementation and control.
4. Defined Risk Assessment methodology in which risks are quantified.
5. Risk treatment plan.

2. Method Statement – Critical Elements numbers 1, 2 and 3

1. Scope of the work and hazards identified are aligned to risk assessment.
2. Minimum Personal Protective Equipment (PPE) required to complete the job.
3. Personnel required and responsibilities.
4. Resources and equipment required.
5. Emergency procedures

3. Policy, Organisation and Safety and Health Management Involvement

Critical Elements numbers 1, 2 and 3

1. Safety and Health Policy
2. Signed and dated Safety and Health Policy copy signed by the Chief Executive Officer / Managing Director
3. OHS Act 16.2 Appointee
4. Relevant SHE legal appointees in terms of Construction Regulations applicable to the Project:
 - SHE Representatives
 - First Aiders
 - Risk Assessors
5. Company organogram

Please note: Tenderers are required to provide detailed Policy, Organisation and Safety and Health Management Involvement, Risk assessment and method statements for the categories as listed above. Each sub-category as listed will be scored based on the linear scale below and will be averaged and weighed to provide a final score. Tenderers to note that they will not achieve an “acceptable” score should they not provide the information as required in this Returnable.

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

	Baseline risk assessment which as a minimum includes these critical elements:	Method Statement – Critical Elements numbers 1, 2 and 3	Health and Safety Management Safety, health and environment (SHE) plan:
	<ol style="list-style-type: none"> 1. Identify the risks and hazards to which persons may be exposed to. 2. Analysis and evaluation of identified risks/hazards. 3. Measures to mitigate, reduce or control the risks and hazards identified with roles and responsibilities for implementation and control. 4. Defined Risk Assessment methodology in which risks are quantified. 5. Risk treatment plan. 	<ol style="list-style-type: none"> 1. Scope of the work and hazards identified are aligned to risk assessment. 2. Minimum Personal Protective Equipment (PPE) required to complete the job 3. Personnel required and responsibilities. 4. Resources and equipment required. 5. Emergency procedures 	<ol style="list-style-type: none"> 1. Safety and Health Policy 2. Signed and dated Safety and Health Policy copy signed by the Chief Executive Officer / Managing Director 3. OHS Act 16.2 Appointee 4. Relevant SHE legal appointees in terms of Construction Regulations applicable to the Project: <ul style="list-style-type: none"> •SHE Representatives •First Aiders •Risk Assessors 5. Company organogram
Points:	10	10	10

The table below will be used as guidelines for scoring / evaluating the health and safety requirements submitted by the Tenderer:

Score 0		No response or none of the elements met		
Score 20		The Tenderer has submitted a Risk Assessment	The Tenderer has submitted a Method	The Tenderer has submitted Policy, Organization and

		with the elements met but only 1 element is critical	Statement with the elements met but only 1 element is critical.	Safety and Health Management Involvement with the elements met but only 1 element is critical
Score 40		The Tenderer has submitted a Risk Assessment with the elements met but only 2 are critical elements	The Tenderer has submitted a Method Statement with the elements met but only 2 are critical elements	The Tenderer has submitted Policy, Organization and Safety and Health Management Involvement with the elements met but only 2 are critical elements.
Score 60		The Tenderer has submitted a Risk Assessment with 1, 2 and 3 critical elements met.	The Tenderer has submitted a Method Statement with 1, 2 and 3 critical elements met.	The Tenderer has submitted Policy, Organization and Safety and Health Management Involvement with 1, 2 and 3 critical elements met.
Score 80		The Tenderer has submitted a Risk Assessment with 1, 2, 3 critical elements and elements 4 or 5 met.	The Tenderer has submitted a Method Statement with 1, 2, 3 critical elements and elements 4 or 5	The Tenderer has submitted Policy, Organization and Safety and Health Management

			met.	Involvement with 1, 2, 3 critical elements and element 4 or 5 met.
Score 100		The Tenderer has submitted a Risk Assessment with all 5 elements met	The Tenderer has submitted a Method Statement with all 5 elements met	The Tenderer has submitted Policy, Organization and Safety and Health Management Involvement with all 5 elements met.

T2.2-06: Evaluation Schedule: Environmental Management

Evaluation Schedule: Environmental Management

The Tenderer must review the following documents for context to meet the environmental requirements, namely:

- Transnet National Ports Authority standard environmental specification for construction and maintenance works in the Port of Durban.
- Port of Durban EMP Guidelines.

The tenderer shall provide a detailed Environment Management Plan (EMP) specific to the scope of the project. The EMP must identify the possible environmental impacts of the proposed activity; and include measures to minimize, mitigate and manage these impacts. The EMP must include but not limited to the following sections:

1. Dust Management
2. Noise control
3. Management of hazardous chemical and flammable substances
4. Pollution control and spill response
5. Waste Management
6. Environmental education and awareness
7. Housekeeping
8. Environmental Laws and Regulations relevant to the project
9. Protection of the fauna and flora
10. Management responsibilities
11. Protection of sensitive/ no-go areas
12. Monitoring and reporting
13. The EMP must include an environmental policy signed by Top Management which, as a minimum
 - Is appropriate given the purpose and context of the tenderer's business
 - Includes a commitment to fulfil the tenderer's environmental compliance (legal) obligations.
 - Includes a commitment to the protection of the environment, including prevention of pollution.

- Provides framework for setting environmental objectives; and
- Includes a commitment to continual improvement.

By signing this Tender Schedule, the tenderer confirms that they will comply with the above requirements and in particular Transnet policy statements and environmental specifications.

The scoring of the Tenderer's Environmental Management submission will be as follows: *

Points	10
Score 0	0 = Environmental Management Plan (EMP) for the proposed activities not submitted.
Score 20	20 = Tenderer has submitted an EMP with 3 or less elements met.
Score 40	40 = Tenderer has submitted an EMP with 4 to 6 elements met.
Score 60	60 = Tenderer has submitted an EMP with 7 to 8 elements met
Score 80	80 = Tenderer has submitted an EMP with 9 to 10 elements met.
Score 100	100 = Tenderer has submitted an EMP with all 13 elements met.

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

Signed: _____ Date: _____

Name: _____ Position: _____

Tenderer: _____

T2.2-07: Evaluation Schedule: Management and CVs of Key Persons

The tenderer must be able to demonstrate that the project personnel have sufficient knowledge, experience, and qualifications to provide the required services and submit the following documents as a minimum with the tender:

1. Comprehensive CVs should be attached to this schedule:

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

- i. Personal particulars
 - a. Name
 - b. Place (s) of tertiary education and dates associated therewith
 - c. Professional awards
 - ii. Qualifications (Trade Test, degrees, diplomas, grades of membership of professional societies and professional registrations)
 - iii. Name of current employer and position in enterprise
 - iv. Overview of post graduate experience (year, organization and position)
 - v. Outline of recent assignments / experience that has a bearing on the Scope of Works
2. The experience of assigned key persons in relation to the scope of work will be evaluated from three different points of view, namely:
- i. The CV's submitted must include the following key persons:
 - Site Supervisor
 - Safety Officer
 - ii. The education, training and skills of the assigned staff in the specific sector, field, subject, etc. which is directly linked to the Scope of Works. Proof of education and training must be attached to the C.V.
 - iii. Relevant experience

Site Agent/Supervisor:

Site Agent/Supervisor shall have the minimum of NQF 6 in Civil Engineering. The Site Agent/Supervisor must have civil experience relevant to this contract. The Site Agent/Supervisor shall have 5 years or more of experience relevant to the works included in this contract.

Safety Officer

Safety Officer shall have recognised appropriate training or qualifications (SAMTRAC or equivalent).

Roles and Responsibilities shall ensure compliance as per requirements of OHS Act. The Safety Officer shall have 5 years or more of experience relevant to the works included in this contract registered as a

safety officer with the South African Council for the Project and Construction Management Professions (SACPCMP).

List of Key Persons assigned to the above disciplines.

No.	Key Persons	Name and Surname	CV attached (Yes/No)
1	Site Agent/Supervisor		
2	Safety Officer		

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

	Site Agent/Supervisor	Safety Officer
Points	10	10
Score 0	Failed to provide information No response No response - Service provider as not submitted a detailed CV.	No certificate submitted
Score 20	CV of Site Agent/Supervisor submitted with less than 1 year experience relevant to Project (including required certificate)	CV of safety officer submitted with less than 1 year experience relevant to Project. (Including required certificate)
Score 40	CV of Site Agent/Supervisor submitted with 2 to 5 years' experience relevant to Project (including required certificate)	CV of safety officer submitted with 2 to 4 years' experience relevant to Project. (Including required certificate)
Score 60	CV of Site Agent/Supervisor submitted with 6 to 7 years' experience relevant to Project. (Including required certificate)	CV of safety officer submitted with 5 to 7 years' experience relevant to Project. (Including required certificate)
Score 80	CV of Site Agent/Supervisor submitted with 8 to 9 years' experience relevant to Project. (Including required certificate)	CV of safety officer submitted with 8 to 9 years' experience relevant to Project. (Including required certificate)

Score 100	CV of Site Agent/Supervisor submitted with over 10 years' experience relevant to Project. (Including required certificate)	CV of safety officer submitted with over 10 years' experience relevant to Project. (Including required certificate)
------------------	--	---

Index of documentation attached to this schedule:

.....

.....

.....

.....

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

Signed: _____ Date: _____

Name: _____ Position: _____

Tenderer: _____

T2.2-08: Record of Addenda to Tender Documents

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

	Date	Title or Details
1		
2		
3		
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8		
9		
10		
11		
12		
13		
14		
15		

T2.2-09: 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 organization or alternatively attach a certified copy of a company / organization document which provides the same information for the relevant category as requested here.

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

A. Certificate for Company

I, _____ chairperson of the board of directors _____
 _____, hereby confirm that by resolution of the
 board taken on _____ (date), Mr/Ms _____,
 acting in the capacity of _____, was authorized 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

Description of the Works: For the Renovations to Various eight (8) Substations in the Port of Durban for a period of five (5) months.

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.

Description of the Works: For the Renovations to Various eight (8) Substations in the Port of Durban for a period of five (5) months.

C. Certificate for Joint Venture

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

Mr/Ms _____, an authorised signatory of the company

_____, acting in the capacity of lead

partner, to sign all documents in connection with the tender offer for Contract _____

_____ and any contract resulting from it on our behalf.

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

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

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

Description of the Works: For the Renovations to Various eight (8) Substations in the Port of Durban for a period of five (5) months.

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

T2.2-10 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:

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

T2.2-11 : ANNEX G Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

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

Section 1: Name of enterprise: _____

Section 2: VAT registration number, if any: _____

Section 3: CIDB registration number, if any: _____

Section 4: CSD number: _____

Section 5: Particulars of sole proprietors and partners in partnerships

Name	Identity number	Personal income tax number

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

Section 6: Particulars of companies and close corporations

Company registration number _____

Close corporation number _____

Tax reference number: _____

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

Section 8: The attached 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:

	POINTS
PRICE	80
B-BBEE Status 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)	20
Total points for Price and B-BBEE must not exceed	100

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

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

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

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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

4. 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

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

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

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

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

5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of 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

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

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

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

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

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

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

(Tick applicable box)

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

Y Partnership/Joint Venture / Consortium

Y One person business/sole propriety

Y Close corporation

Y Company

Y (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
☐ Supplier
☐ Professional Service provider
☐ Other Service providers, e.g. transporter, etc.
 [TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If a bidder submitted false information regarding its B-BBEE status level of contributor,, 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 interest² in the enterprise, employed by the state? **YES/NO**

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

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

Full Name	Identity Number	Name of institution	State

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 consortium³ will not be construed as collusive bidding.

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

- 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

T2.2-12: Schedule of Proposed Subcontractors

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

Note to tenderers:

- In terms of PPPFA Regulation 6 (5), A tenderer may not be awarded points for B-BBEE status level of contributor if the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, unless the intended subcontractor is an EME that has the capability to execute the subcontract.
- In terms of PPPFA Regulation 12 (3), A person awarded a contract may not subcontract 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 of contributor that the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the contract.

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

Provide information of the Sub-contractors below:

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

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



% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships	Military Veterans
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

T2.2-13 NON-DISCLOSURE AGREEMENT

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

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

TRANSNET SOC LTD

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

T2.2-14: TENDER DECLARATION FORM

NAME OF COMPANY: _____

We _____ do hereby certify
that:

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

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

Indicate nature of relationship with Transnet:

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

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

6. We accept that any dispute pertaining to this tender will be resolved through 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.

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

IMPORTANT NOTICE TO RESPONDENTS

- 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 Respondent 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 Respondent to familiarise himself/herself with the Terms of Reference for the Transnet Procurement Ombudsman, details of which are available for review at Transnet's website www.transnet.net.
- An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to procurement.ombud@transnet.net
- For transactions below the R5, 000,000.00 (five million S.A. Rand) threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division.
- All Respondents should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a bidder on its List of Excluded Bidders.

T2.2-15: REQUEST FOR PROPOSAL – BREACH OF LAW

NAME OF COMPANY: _____

I / We _____ do hereby certify that **I/we have/have not been** found guilty during the preceding 5 (five) years of a serious breach of law, including but not limited to a breach of the Competition Act, 89 of 1998, by a court of law, tribunal or other administrative body. The type of breach that the Tenderer is required to disclose excludes relatively minor offences or misdemeanours, e.g. traffic offences.

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

NATURE OF BREACH:

DATE OF BREACH:

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

Signed on this _____ day of _____ 20 _____

SIGNATURE OF TENDERER

T2.2-16: Certificate of Acquaintance with Tender Documents

NAME OF TENDERING ENTITY:

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



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

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDERER

T2.2-17 Service Provider Integrity Pact

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

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

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

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

PREAMBLE

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

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

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

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

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 to 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.

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

Signature

Date

T2.2-18 : Supplier Code of Conduct

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

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

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

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

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

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

- Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with, and payments to, our suppliers.
- Employees must not accept or request money or anything of value, directly or indirectly, from suppliers.
- Employees may not receive anything that is calculated to:

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

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

- 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.

Transnet National Ports Authority

Tender Number: TNPA/2023/02/0011/22699/RFP

Description of the Works: For the Renovations to Various eight (8) Substations in the Port of Durban for a period of five (5) months.

-
- Suppliers must record and report facts accurately, honestly and objectively.
Financial records must be accurate in all material respects.

Transnet National Ports Authority

Tender Number: TNPA/2023/02/0011/22699/RFP

Description of the Works: For the Renovations to Various eight (8) Substations in the Port of Durban for a period of five (5) months.

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 (insert name of Company)
Authority Resolution from Board of
Directors)

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

Signed this on day _____ at

Signature

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

1. PREAMBLE AND INTRODUCTION

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

2. PROTECTION OF PERSONAL INFORMATION

- 2.1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No. of 2013 "(POPIA)":
consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.
- 2.2. The Operator will process all information by the Transnet in terms of the requirements contemplated in Section 4(1) of the POPIA:
Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.
- 2.3. The Parties acknowledge and agree that, in relation to personal information of Transnet and the information of a third party that will be processed pursuant to this Agreement , the Operator is (.....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 risk to any information that may be shared or accessed pursuant to the services offered to Transnet in terms of this Agreement (physically, through a computer or any other form of electronic communication).
- 2.9. The Operator shall notify Transnet in writing of any unauthorised access to personal information and the information of a third party, cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Operator must inform Transnet of the breach as soon as it has occurred to allow Transnet to take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and the information of a third party and to restore the integrity of the affected personal information as quickly as is possible.
- 2.10. Transnet may, in writing, request the Operator to confirm and/or make available any personal information and the information of a third party in its possession in relation to Transnet and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA.
- 2.11. Transnet may further request that the Operator correct, delete, destroy, withdraw consent or object to the processing of any personal information and the information of a third party relating to the Transnet or a third party in the Operator's possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations.
- 2.12. In signing this addendum that is in terms of the POPIA, the Operator hereby agrees that it has adequate measures in place to provide protection of the personal information and the information of a third party given to it by Transnet in line with the 8 conditions of the POPIA and that it will provide to Transnet satisfactory evidence of these measures whenever called upon to do so by Transnet.

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

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

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

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

.....

(Operator)

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

AS WITNESSES:

1. Name: _____ Signature: _____

2. Name: _____ Signature: _____

T2.2-20: Insurance provided by the Contractor

Clause 83.1 in NEC3 Term Service Contract (June 2005)(amended June 2006 and April 2013) requires that the Contractor provides the insurance stated in the insurance table except any insurance which the Employer is to provide as stated in the Contract Data.

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

Insurance against (See clause 83.1 of the TSC)	Name of Insurance Company	Cover	Premium
Liability for 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			
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/R10 000 000.			
Insurance in respect of loss of or damage to own property and equipment.			
(Other)			

T2.2-21: Three (3) years audited financial statements

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

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

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C1.2 Contract Data

Part one - Data provided by the Employer

Clause	Statement	Data
1	General	
	The conditions of contract are the core clauses and the clauses for main Option	
		B: Priced contract with bill of quantities
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X2 Changes in the law
		X4: Parent company guarantee
		X5: Sectional Completion
		X7: Delay damages
		X18: Limitation of liability
		Z: Additional conditions of contract
	of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013)	
10.1	The Employer is:	Transnet SOC Ltd (Registration No. 1990/000900/30)

	Address	Registered address: Transnet Corporate Centre Waterfall Business Estate 9 Country Estate Drive Midrand 1662
	Having elected its Contractual Address for the purposes of this contract as:	Transnet SOC Ltd (Registration No. 1990/000900/30) trading through its operating division Transnet National Ports Authority 237 Queens Warehouse Building Durban, 4001
10.1	The Project Manager is: (Name)	Ntokozo Mkhize
	Address	210 Hlanganani Building 11 Methven Road Maydon Wharf Durban, 4001
	Tel	(031) 361 2036
	e-mail	Ntokozo.Mkhize@transnet.net
10.1	The Supervisor is: (Name)	Dhesigan Pillay
	Address	223 Hlanganani Building 11 Methven Road Maydon Wharf Durban, 4001
	Tel No.	(031) 361 3513
	e-mail	Dhesigan.pillay@transnet.net
11.2(13)	The works are	Renovations to various substations in the Port of Durban
11.2(14)	The following matters will be included in the Risk Register	1. Working in an operational area. 2. Working in high voltages area 3. Working too close to operational machinery
11.2(15)	The boundaries of the site are	Within the boundaries of Port of Durban
11.2(16)	The Site Information is in	Part C4

11.2(19)	The Works Information is in	Part C3	
12.2	The law of the contract is the law of	the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.	
13.1	The language of this contract is	English	
13.3	The period for reply is	One (1) week	
2	The Contractor's main responsibilities	No additional data is required for this section of the conditions of contract.	
3	Time		
11.2(3)	The completion date for the whole of the works is	Five (5) months from the starting date.	
11.2(9)	The key dates and the conditions to be met are:	Condition to be met	key date
		1 Renovations to various eight (8) substations in the Port of Durban	Variable
30.1	The access dates are	Part of the Site	Date
		1 Once all SHEQ requirement are approved	Variable
31.1	The Contractor is to submit a first programme for acceptance within	Two (2) weeks of the Contract Date.	
31.2	The starting date is	TBC	
32.2	The Contractor submits revised programmes at intervals no longer than	Two (2) weeks.	
35.1	The Employer is not willing to take over the works before the Completion Date.		
4	Testing and Defects		
42.2	The defects date is	Fifty-two (52) weeks after Completion of the whole of the works.	
43.2	The defect correction period is	Two (2) weeks	
5	Payment		

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

51.1 The currency of this contract is **South African Rand.**
the

51.2	The period within which payments are made is	Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.
51.4	The interest rate is	The prime lending rate of South African Reserve bank.
6	Compensation events	
60.1(13)	The weather measurements to be recorded for each calendar month are,	<p>The cumulative rainfall (mm)</p> <p>The number of days with rainfall more than 10 mm</p> <p>the number of days with minimum air temperature less than 0 degrees Celsius</p> <p>the number of days with snow lying at 08:00 hours South African Time</p> <p>and these measurements: mm</p> <p>The place where weather is to be recorded (on the Site) is: Port of Durban</p> <p>The weather data are the records of past weather measurements for each calendar month which were recorded at: Durban Weather Station</p> <p>and which are available from: South African Weather Service 012 367 6023 or info3@weathersa.co.za.</p>
7	Title	No additional data is required for this section of the conditions of contract.
8	Risks and insurance	
80.1	These are additional Employer's risks	N/A
84.1	The Employer provides these insurances from the Insurance Table	

1	Insurance against:	Loss of or damage to the works, Plant and Materials is as stated in the Insurance policy for Contract Works/ Public Liability.
	Cover / indemnity:	to the extent as stated in the insurance policy for Contract Works / Public Liability
	The deductibles are:	as stated in the insurance policy for Contract Works / Public Liability
2	Insurance against:	Loss of or damage to property (except the works, Plant and Materials & Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) arising out of or in connection with the performance of the Contract as stated in the insurance policy for Contract Works / Public Liability
	Cover / indemnity	Is to the extent as stated in the insurance policy for Contract Works / Public Liability
	The deductibles are	as stated in the insurance policy for Contract Works / Public Liability
3	Insurance against:	Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability
	Cover / indemnity	Is to the extent as stated in the insurance policy for Contract Works / Public Liability
	The deductibles are:	As stated in the insurance policy for Contract Works / Public Liability
4	Insurance against:	Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon
	Cover / indemnity	Cover / indemnity is to the extent provided by the SASRIA coupon

The deductibles are

The deductibles are, in respect of each and every theft claim, 0,1% of the contract value subject to a minimum of R2,500 and a maximum of R25,000.

Note:

The deductibles for the insurance as stated above are listed in the document titled "Certificate of Insurance: Transnet (SOC) Limited Principal Controlled Insurance."

84.1

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

The Contractor 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 (exceptthe 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 OR Project Specific Insurance for the 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	Priced contract with Bill of Quantities	No additional data is required for this Option.
60.6	The method of measurement is	The Bill of Quantities have been measured in accordance with SANS 1200 unless indicated otherwise.
11	Data for Option W1	
W1.1	The Adjudicator is	Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the Adjudicator, the Chairman of the Association of Arbitrators will appoint an Adjudicator.
W1.2(3)	The Adjudicator nominating body is: If no Adjudicator nominating body is entered, it is:	The Chairman of the Association of Arbitrators (Southern Africa) the Association of Arbitrators (Southern Africa)
W1.4(2)	The tribunal is:	Arbitration
W1.4(5)	The arbitration procedure is	The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)
	The place where arbitration is to be held is	Durban, KwaZulu Natal, South Africa
	The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	The Chairman of the Association of Arbitrators (Southern Africa)
12	Data for secondary Option clauses	
X2	Changes in the law	No additional data is required for this Option
X4	Parent company guarantee	No additional data is required for this Option
X7	Delay damages	

X7.1	Delay damages for Completion of the whole of the works are	To be equated to the actual monetary loss of Transnet per day
X18	Limitation of liability	
X18.1	The Contractor's liability to the Employer for indirect or consequential loss is limited to:	Nil
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 deductible of the relevant insurance policy
X18.3	The Contractor's liability for Defects due to his design which are not listed on the Defects Certificate is limited to:	The cost of correcting the Defect
X18.4	The Contractor's total liability to the Employer for all matters arising under or in connection with this contract, other than excluded matters, is limited to:	The Total of the Prices
X18.5	The end of liability date is	1 years after Completion of the whole of the works 1 year after completion
Z	Additional conditions of contract The additional conditions of contract are:	
Z2	Local Production and Content Obligations (If applicable)	

Z2.1

- **In terms of Local Production and Content (SBD 6.2), Annexure A and Annexure C of the Returnable Schedule T2.2-02 Eligibility Criteria Schedule: Declaration Certificate of Local Production and Content, the Contractor has undertaken to fulfil its obligations of the Local Production and Content for the following designated sectors: 1 Steel Substation Structures and Street Light Steel Poles; and 2 Polyvinyl chloride (PVC) pipes**

Z2.2

The Contractor is required to note that the Employer, the Department of Trade and Industry [DTI] and/or the body appointed by the DTI as the verification authority for local content may conduct compliance audits with regard to the Local Production and Content requirements as prescribed in Regulation 8 of the Preferential Procurement Regulations, 2017 issued in terms of the Preferential Procurement Policy Framework Act no. 5 of 2000.

Z2.3

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

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

Z2.4

The Contractor must refer to Schedule A attached to the Returnable Schedule T2.2-02 Eligibility Criteria Schedule: Declaration Certificate of Local Production and Content concerning non-compliance penalties applicable to Local Production and Content.

Z2.5

Breach of Local Production and Content commitments provides the Employer cause to terminate the contract.

**Z4 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**

		<p>constituents to provide the Works.</p> <ul style="list-style-type: none"> Financial requirements for the Joint Venture: <ul style="list-style-type: none"> iv. the working capital requirements for the Joint Venture and the extent to which and manner whereby this will be provided and/or guaranteed by the constituents from time to time; v. the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.
Z4.2		<p>Insert additional core clause 27.6</p> <p>27.6. The Contractor shall not alter its composition or legal status of the Joint Venture without the prior approval of the Employer.</p>
Z5	Additional obligations in respect of Termination	
Z5.1		<p>The following will be included under core clause 91.1:</p> <p>In the second main bullet, after the word 'partnership' add 'joint venture whether incorporate or otherwise (including any constituent of the joint venture)' and</p> <p>Under the second main bullet, insert the following additional bullets after the last sub-bullet:</p> <ul style="list-style-type: none"> commenced business rescue proceedings (R22) repudiated this Contract (R23)

Z5.2	Termination Table	<p>The following will be included under core clause 90.2 Termination Table as follows:</p> <p>Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"</p>
Z5.3		<p>Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."</p>
Z6	BBBEE Clauses	
Z6.1		<p>Insert additional clause 27.7.</p> <p>27.7.1. The Employer encourages its Contractors to constantly strive to improve their B-BBEE Contributor Status Levels. To this end, the Contractor is to maintain and/or improve its B-BBEE Improvement Plan over the Contract period as per Returnable Schedule T2.2...BBEE Socio-Economic Obligations and Plan.</p> <p>27.2.2. The Contractor shall, for the duration of the Works, comply with the B-BBEE Improvement Plan. The accepted Contractor's B-BBEE Improvement Plan, constitutes an offer to perform all its B-BBEE commitments and will constitute a binding agreement.</p> <p>27.7.3. Breach of B-BBEE Improvement Plan commitments provide the Employer cause to terminate the contract.</p>

27.7.6. The performance of the Contractor as compared to with the accepted B-BBEE Improvement Plan, shall be measured on an annual basis within 60 (sixty) days after the Anniversary Date for the duration of the Contract Period. To this end, the Contractor shall grant the Employer a right of access and provide the underlying data supporting the achievement by the Contractor of the targets specified in the accepted B-BBEE Improvement Plan, which underlying data shall be auditable.

27.7.7. The Contractor shall ensure that it has the relevant internal mechanisms and procedures in place to allow the Employer to measure and verify the Contractor's compliance with the accepted B-BBEE Improvement Plan. Without limiting the generality of the foregoing, the Contractor shall be obliged to provide the Employer with written quarterly status reports specifying the progress made by the Contractor in relation to the accepted B-BBEE Improvement Plan.

27.7.10. To the extent of that the Contractor has not complied with the accepted B-BBEE Improvement Plan, the Employer shall be entitled to levy penalties which shall be determined with reference to the actual aggregate amounts paid by the Employer to the Contractor in respect of the preceding 12 (twelve) calendar month intervals, such interval period shall commence from the Contract Date as follows:

Interval One
Interval Two
Interval Three
Interval Four	Refer to paragraph 27.7.10 – 27.7.12 below

27.7.11. Penalties will be levied based on the failure of the Contractor to achieve the targets specified in the accepted B-BBEE Improvement Plan rather than the failure of any constituent of the Contractor to contribute to the achievement of the targets in the accepted B-BBEE improvement plan;

27.7.12. In order to guarantee that the Contractor meet its obligations in terms of the accepted B-BBEE Improvement Plan and specifically during interval..... the Employer shall be entitled to retain 5% (five percent) of every payment due by the Employer to the Contractor ("B-BBEE Retention Amount").

27.7.13. The B-BBEE Retention amount shall be retained by the Employer as guarantee for the remaining obligations of the Contractor in terms of the accepted B-BBEE Improvement Plan;

27.7.14 The B-BBEE Retention Amount shall be deducted as part of the Retention in X16.1. The Retention in X16.1 shall be reduced to accommodate the B-BBEE Retention Amount. As such total Retention for the works shall not exceed 10%;

27.7.15. Should the Contractor's obligations:

- be met in terms of the accepted B-BBEE Improvement Plan, the B-BBEE Retention amount shall be released within 30 (thirty) days of the date of verification of compliance by the Contractor of its obligations in terms of the accepted B-BBEE Improvement Plan, at which time the monies shall be paid over to the Contractor;
- not be met, unless such failure is an attributable occurrence of an event which:
 - stops the Contractor Providing the works or
 - stops the Contractor Providing the works by the date shown on the Accepted Programmeand which
 - neither Party could prevent and
 - an experienced Contractor would have judged at the Contract to have such a small chance of occurring that it would have been unreasonable for him to have allowed for it

the Contractor shall forfeit the B-BBEE Retention Amount and shall have no further claim against the Employer for the repayment of such amount.

27.7.16. Should the contract be extended the same provisions as applicable in the last interval shall continue to apply until Completion Date.

Z7 Right Reserved by the Employer to Conduct Vetting through SSA

Z7.1

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

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

Z8	Additional Clause Relating to Collusion in the Construction Industry	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.
Z9	Protection of Personal Information Act	The Employer and the Contractor are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act.

C1.2 Contract Data

Part two - Data provided by the Contractor

The tendering Contractor is advised to read both the NEC3 Engineering and Construction Contract - June 2005 (with amendments June 2006 and April 2013) and the relevant parts of its Guidance Notes (ECC3-GN) 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 Contractor is (Name):	
	Address	
	Tel No.	
	Fax No.	
11.2(8)	The direct fee percentage is	%
	The subcontracted fee percentage is	%
11.2(18)	The working areas are the Site and	
24.1	The Contractor's key persons are:	
	1 Name:	
	Job:	
	Responsibilities:	
	Qualifications:	
	Experience:	
	2 Name:	
	Job	
	Responsibilities:	
	Qualifications:	
	Experience:	

		CV's (and further key persons data including CVs) are appended to Tender Schedule entitled .		
11.2(14)	The following matters will be included in the Risk Register			
31.1	The programme identified in the Contract Data is			
11.2(30)	The tendered total of the Prices is	(in figures) (in words), excluding VAT		
B	Priced contract with bill of quantities			
11.2(21)	The bill of quantities is in			
11.2(31)	The tendered total of the Prices is	(in figures) (in words), excluding VAT		
	Data for Schedules of Cost Components	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.		

B	Priced contract with bill of quantities	Data for the Shorter Schedule of Cost Components		
41 in SSCC	The percentage for people overheads is:	%		
21 in SSCC	The published list of Equipment is the last edition of the list published by			
	The percentage for adjustment for Equipment in the published list is	%		
22 in SSCC	The rates of other Equipment are:	Equipment	Size or capacity	Rate

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

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:

Description of the works: Renovations to Various Substations in the Port of Durban for a period of five (5) months.

The tenderer, identified in the Offer signature block, has

either	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.
or	examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.

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

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

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

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.

	For the tenderer:	For the Employer
Signature
Name
Capacity
On behalf of	(Insert name and address of organisation)	Transnet SOC Ltd
Name & signature of witness
Date

PART 2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option B	2-4
C2.2	The <i>Bill of Quantities</i>	5-8

C2.1 Pricing instructions: Option B

1. The conditions of contract

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

Clause 11 in NEC3 Engineering and Construction Contract, April 2013 (ECC3) Option B states:

Identified and defined terms	11 11.2	<p>(21) The Bill of Quantities is the <i>bill of quantities</i> as changed in accordance with this contract to accommodate implemented compensation events and for accepted quotations for acceleration.</p> <p>(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.</p> <p>(28) The Price for Work Done to Date is the total of</p> <ul style="list-style-type: none"> the quantity of the work which the <i>Contractor</i> has completed for each item in the Bill of Quantities multiplied by the rate and a proportion of each lump sum which is the proportion of the work covered by the item which the <i>Contractor</i> has completed. <p>Completed work is work without Defects which would either delay or be covered by immediately following work.</p> <p>(31) The Prices are the lump sums and the amounts obtained by multiplying the rates by the quantities for the items in the Bill of Quantities.</p>
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This confirms that Option B is a re-measurement contract and the bill comprises only items measured using quantities and rates or stated as lump sums. Value related items are not used. Time related items are items measured using rates where the rate is a unit of time.

1.2. Function of the Bill of Quantities

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

1.3. Guidance before pricing and measuring

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

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

The NEC approach to the P & G bill assumes use will be made of method related charges for Equipment applied to Providing the Works based on durations shown in the Accepted Programme, fixed charges for

the use of Equipment that is required throughout the construction phase, time related charges for people working in a supervisory capacity for the period required, and lump sum charges for other facilities or services not directly related to performing work items typically included in other parts of the bill.

2. Measurement and payment

2.1. Symbols

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

Abbreviation	Unit
%	percent
h	hour
ha	hectare
kg	kilogram
kl	kilolitre
km	kilometre
km-pass	kilometre-pass
kPa	kilopascal
kW	kilowatt
l	litre
m	metre
mm	millimetre
m ²	square metre
m ² -pass	square metre pass
m ³	cubic metre
m ³ -km	cubic metre-kilometre
MN	meganewton
MN.m	meganewton-metre
MPa	megapascal
No.	number
Prov sum ¹	provisional sum
PC-sum	prime cost sum
R/only	Rate only
sum	Lump sum
t	ton (1000kg)
W/day	Work day

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

2.2. 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. Departures from the method of measurement

2.4. Amplification of or assumptions about measurement items

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

C2.2 the *Bill of Quantities*

Item	Description	Unit	Quantity	Rate (R)	Amount (R)
1. Preliminary & General, Safety and Labour					
1.1	SHERQ Obligations	Sum	1		
1.2	Establishment of Equipment and Facilities on the Site	Sum	1		
1.3	Safe working at height equipment	Sum	1		
1.4	Waste collection and Disposal	Sum	1		
1.5	Site de-establishment	Sum	1		
	Sub-Total (excluding VAT)				
2. Substation B4/11 & B4/12 at Repair Quay					
2.1	Water blast exterior brick work and coat brick work with approved brick seal (Woodoc 40)	m ²	326		
2.2	Repair the spalling on the roof slab round the building	m ²	60		
2.3	Prepare windows with gratings and paint (1.1m x 0.6m)	No.	18		
2.4	Remove old waterproofing and replace with new Bituminous torch	m ²	203		
2.5	Steel orange double doors to be prepared and painted using non-corrosive paint (2.5m x 2.1m)	No.	8		
2.6	Prepare walls and paint previously painted areas	m ²	120		
2.7	Remove corroded full bore and replace with 110mm pvc full bores including the downpipes	No.	4		
2.8	Unblock drains around the building	sum	1		
2.9	Ceiling to be painted using (One coat interior ceilings pure brilliant white)	m ²	203		
2.10	Floors to be painted with Red Oxide floorcote	m ²	203		
2.11	Prepare walls using polyfill where needed, sand down and paint interior walls with 2 coats	m ²	326		
	Sub-Total (excluding VAT)				
3. Substation B4/291 at Stanger Street					
3.1	Water blast exterior brick work and coat brick work with approved brick seal	m ²	280		

3.2	Remove corroded full bore and replace with 110mm cast iron full bores including (downpipes 5m on each full bore)	No.	4		
3.3	Prepare windows with gratings and paint them (1.1m 0.6m)	No.	12		
3.4	Prepared Steel doors and paint using non-corrosive paint (2.1m x 2.2m)	No.	4		
3.5	Prepare walls using polyfill where needed, sand down and paint interior walls with 2 coats	m²	280		
3.6	Cut the grass around the building	m²	50		
3.7	Ceiling to be replaced and painted using one coat interior ceilings pure brilliantwhite	m²	100		
3.8	Floors to be painted with Red Oxide floorcote	m²	100		
	Sub-Total (excluding VAT)				
4. Substation B4/003 DHI in Bayhead					
4.1	Replace seamless gutters (14m) and downpipes.	No.	4		
4.2	Prepare windows with gratings and paint (104m X 3m)	No.	3		
4.3	Water blast exterior brick work and coat brick work with approved brick seal	m²	240		
4.4	Prepare the exterior doors (2.1m X 2.2m)	No.	8		
4.6	Prepare walls using polyfill where needed, sand down and paint interior walls with 2 coats	m²	236		
4.7	Floors to be painted with Red Oxide floorcote	m²	300		
4.8	All doors to be fitted with filters to prevent dust	No.	8		
	Sub-Total (excluding VAT)				
5. Substation B4/131					
5.1	Water blast exterior brick work and coat brick work with approved brick seal (Woodoc 40)	m²	295		
5.2	Prepare the exterior doors (2.1m X 2.2m)	No.	4		
5.3	Prepare walls and paint previously painted areas	m²	115		
5.4	Prepare walls using polyfill where needed, sand down and paint interior walls with 2 coats	m²	295		
5.5	Floors to be painted with Red Oxide floorcote	m²	208		

5.6	All doors to be fitted with filters to prevent dust (2.1m X 2.2m)	No.	4		
	Sub-Total (excluding VAT)				
6. Substation B4/109 at Floating Dock					
6.1	Replace with IBR roof sheeting with Hula Span 0.8mm A7 Profile aluminum sheeting with mill finish on one side and corporate grey Color-TechPVDF paint coating to other side including accessories fixed to timber purlins, with stainlesssteel grade 304 self-tapping screws	m²	100		
6.2	Supply and install Seamless (10m) gutters.	no	4		
6.3	Supply and install downpipes (3m)	no	4		
6.4	Supply and install fascia board and badge board	m²	20		
6.5	Prepare steel orange doors. (2.1m X 2.2m)	No.	4		
6.6	Water blast exterior brick work and coat brickwork with approved brick seal	m²	190		
6.7	Remove corroded full bore and replace with 110mm cast iron full bores	No.	2		
6.8	Prepare walls using polyfill where needed, sand down and paint interior walls with 2 coats	m²	190		
6.9	Floors to be painted with Red Oxide floorcote	m²	88		
	Sub-Total (excluding VAT)				
7. Substation B2/351 and B2/352 at MPC					
7.1	Water blast exterior brick work and coat brickwork with approved brick seal	m²	285		
7.2	Prepare the steel orange single doors and paint them with non-corrosivepaint (2.5m x 1.2m)	No.	4		
7.3	Floors to be painted with Red Oxide floorcote	m²	180		
7.4	Prepare windows with gratings and paint (1.1m x 0.6m)	No.	4		
7.5	Prepare walls using polyfill where needed, sand down and paint interior walls with 2 coats	m²	285		
7.6	Ceiling to be treated and painted using (One coat interior ceilings pure brilliant white)	m²	180		
	Sub-Total (excluding VAT)				



8. Substation B4/55 at Dry Dock					
8.1	Water blast exterior brick work and coat brickwork with approved brick seal	m²	322		

8.2	Prepare windows with gratings (1.1m x 0.6m)	No.	8		
8.3	Prepare steel orange double doors using non-corrosive paint (2.5m x 2.2m)	No.	3		
8.4	Prepare walls using polyfill where needed, sand down and paint interior walls with 2 coats	m²	322		
8.5	Storeroom floors to be painted with Red Oxide floorcote.	m²	112		
	Sub-Total (excluding VAT)				
9. Switch Room B3/131, B3/145 and B3/147					
9.1	Water blast exterior brick work and coat brick work with approved brick seal	m²	290		
9.2	Remove corroded full bore and replace with 110mm PVC pipe full bores including (downpipes5m x 6)	No.	6		
9.3	Remove old waterproofing and replace with new Bituminous torch	m²	135		
9.4	Prepare walls and paint	m²	30		
9.5	Prepare windows (0.6m X 1m)	No.	24		
9.6	Prepare steel orange double doors using non-corrosive paint (2.5m x 2.1m)	No.	12		
9.7	Repair the spalling on the roof slab round the building	m²	10		
9.8	Ceiling to be replaced and painted using (One coat interior ceilings pure brilliantwhite)	m²	135		
9.9	Prepare walls using polyfill where needed, sand down and paint interior walls with 2 coats	m²	290		
9.10	Floors to be painted with Red Oxide floorcote	m²	135		
	Sub-Total (excluding VAT)				
	VAT @ 15%				
	TOTAL (including VAT)				

PART C3: SCOPE OF WORK

Document reference	Title	No of page
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	<i>Employer's Works Information</i>	27
Total number of pages		28

C3.1 EMPLOYER'S WORKS INFORMATION

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SECTION 1

1 Description of the works

1.1 Executive overview

The works that the Contractor is to perform involve the interior and exterior painting of the walls, ceiling and floors. Replacement of water proofing, replacement of corroded full bores, repairs concrete spalling on the roof slab and repair to other civil defects at various substations in the Port of Durban. The primary purpose of this document is to outline the scope of services and deliverables that Transnet National Ports Authority (TNPA) will require of a Principal Contractor with necessary experience and expertise to conduct renovation to various substations in the Port of Durban.

The work that the contractor is to perform involve the following:

1.1.1 Pressure Cleaning

- Various substations to be pressure cleaned.
- Using 120 to 140 BAR pressure, high pressure clean with water the exterior walls, windows, walls to remove dirt.
- All electrical cables and vents are to be protected from water to avoid damage.

1.1.2 Painting

- All previously painted areas must be washed down to remove dirt and other contaminants and allow drying completely before any paint applied. Blistered or peeling of paint shall be completely removed.
- Surfaces to be painted must be dry and free of dirt, grease, and peeling, flaking paint before painting commences.
- Surfaces not being painted must be covered against spotting and spillage by masking tape, spot sheet.
- All paint used shall be SABS approved and Painting shall be done in accordance with the requirements of SANS 10305.
- Exterior Paint must be suitable for all weather and marine environment. Water- weather and UV-resistant Endure All-Weather Matt is water-, weather- and UV-resistant. The paint must washable, smooth finish, water-based,
- Paint to be used should have a minimum of 8 years durability warranty.
- The Contractor shall provide a sample of the new paint for approval by the Project Manager prior to procuring and bringing on site.
- Steel Powder Coated orange doors to be prepared and painted to match existing.
- All steel windows to be sanded and painted to match existing.
- Epoxy Floor Paint with harder and non-slip Grip Additive. The product should be suitable for workshop floors. The floor coating which must contains non-slip grip additive particles, must be extremely tough and non-slip, even in wet conditions, specially designed for exterior and interior use. Must have excellent gloss retention, durability and chemical resistance.

1.1.3 Brick Seal

- Allow wall to dry completely and apply a double coat of brick sealer on the brick wall.
- The brick seal used must be suitable to use as a water repellency on unpainted bricks, stones, concrete and other masonry materials. Should protect joints from decay caused by acidic atmosphere.

1.1.4 Concrete Spalling

- Square cut the edge of identified repairs to a minimum depth of 10mm to avoid further edging.

- Remove all unsound concrete including concrete within the square cut and ensure concrete behind the reinforcement is broken/ chipped back enough so as to allow access of priming a steel a minimum of 25mm is recommended.
- The exposed reinforced steel must be sand blasted to remove all rust.
- Apply double coat of zinc primer to reinforcing steel.
- Apply wet to dry epoxy adhesive to the prepared concrete surface.
- Apply structural repair mortar and smooth over on the exterior face.

1.1.5 Waterproofing

- Remove all waterproofing and screed from the surface of the deck using acceptable mechanical means, ensuring all contaminations and debris is removed.
- Prepare the surface to provide a sound, dry and clean surface.
- Apply new screed to falls to adequate rain water outlets and allow sufficient curing.
- Apply bitumen solution suitable for sealing and priming of all surface.
- Apply 1 x layer of 3mm index vis, followed by 1 x layer of 4mm thick index fidia, surface fully bonded by means of torch-on fusion to falls and cross falls to rain water outlets, with 50mm x 50mm mortar fillets on all corners. The rolls are to run parallel to each other, centrally staggered to prevent joints overlapping. Turn up the water proofing membrane 150mm on all corners.
- Waterproofing to be installed by an approved contractor under a ten-year guarantee.

1.1.6 Full Bore

- Remove corroded full bore and replace with 110mm cast iron full bores including PVC downpipes

1.1.7 Safe equipment for working at height

- A contractor to supply safe and suitable working at height equipment for every height work.
- A contractor must appoint a competent person in writing who must ensure all height equipment's operations are carried under his or her supervision and that all erectors, team leaders and inspectors are competent to carry out work.

1.1.8 Waste collection and Disposal

- The collection and disposal of all the rubble/ waste on site should only be done by contractor or subcontractor with waste disposal licence issued by Transnet National Ports Authority, Port of Durban.

1.2 Parts of the works which the Contractor is to follow

The *Contractor* will not do any design as the *Contractor* undertake *Works* as per employer's specifications. However the *Contractor* will be obligated to supply all necessary Equipment and Personnel to properly perform the *Works* under the Contract including:

- Project management of the execution of the *Works* and supply of other Goods including planning, scheduling and reporting to the *Employer*
- The implementation of QCP's to demonstrate compliance with the requirements of the Contract.
- Ensuring that the completed *Works* shall comply with the Codes and Standards and any other applicable statutory requirements
- Selection of suitable materials (where not already specified herein)
- Procurement, transportation and transfer supervision of the *Goods*
- Scaffolding or any safe working at height equipment.
- Lifting equipment for erection
- Construction, erection, assembly, installation and supervision of the *Works*

- Specialist installation and installation supervision
- All specialised tools necessary for the installation of the fence and its operation and maintenance
- Site inspection and testing
- Removal and disposal, as approved by the *Employer*, of all scrap and rubble generated by the *Contractor* with the site to a demarcated area on the site
- All documentation for statutory and regulatory compliance, project controls, training and the operation and maintenance of the *Works*

1.3 ***Employer's objectives***

The *Employer*, Transnet National Ports Authority, requires the *Works*, comprising of interior and exterior painting of the walls, ceiling and floors. Replacement of water proofing, replacement of corroded full bores, repairs concrete spalling on the roof slab and repair to other civil defects at various substations in the Port of Durban. The *Employer* intends to appoint a *Contractor* to renovate the buildings as per *Employer's* specifications.

NB: The contractor shall allow in his prices for the following:

Construction work will also take place within a confined area, i.e. operational environment, no additional payment will be made for work done in confined areas. The prospective tenderers shall exercise due diligence during the execution of the project to minimize risk of damaging existing equipment/infrastructure and also ensure minimal disruption to operational staff. The Contractor will be responsible for any costs associated with damages to existing infrastructure located on the buildings; the Contractor shall therefore make provision in his prices for the risk of damage to existing equipment/infrastructure.

1.4 **Interpretation and terminology**

The following abbreviations are used in this Works Information:

Abbreviation	Meaning given to the abbreviation
AIA	Authorised Inspection Authority
BBBEE	Broad Based Black Economic Empowerment
CEMP	Construction Environmental Management Plan
CD	Compact Disc
CDR	Contractor Documentation Register
CDS	Contractor Documentation Schedule
CRL	Contractor Review Label
CSHEO	Contractor's Safety, Health and Environmental Officer
CM	Construction Manager
DTI	Department of Trade and Industry
DWG	Drawings
EO	Environmental Officer
HAW	Hazard Assessment Workshop
HAZOP	Hazard and Operability Study
HSSP	Health and Safety Surveillance Plan
INC	Independent Nominated Consultant
IP	Industrial Participation
IR	Industrial Relations
IPP	Industrial Participation Policy
IPO	Industrial Participation Obligation
IPS	Industrial Participation Secretariat
IRCC	Industrial Relations Co-ordinating Committee

JSA	Job Safety Analysis
CIRP	Contractor's Industrial Relations Practitioner
Native	Original electronic file format of documentation
PES	Project Environmental Specifications
PHA	Preliminary Hazard Assessment
PIRM	Project Industrial Relations Manager
PIRPMP	Project Industrial Relations Policy and Management Plan
PLA	Project Labour Agreements
PSIRM	Project Site Industrial Relations Manager
PSPM	Project Safety Program Manager
PSSM	Project Site Safety Manager
ProgEM	Programme Environmental Manager
ProjEM	Project Environmental Manager
QA	Quality Assurance
R&D	Research and Development
SANS	South African National Standards
SASRIA	South African Special Risks Insurance Association
SES	Standard Environmental Specification
SHE	Safety, Health and Environment
SHEC	Safety, Health and Environment Co-ordinator
SIP	Site Induction Programme
SMP	Safety Management Plan
SSRC	Site Safety Review Committee

2 Engineering and the Contractor's design

2.1 Employer's design

- 2.1.1 No designs are to be supplied by the Employer, however the Employer will supply the Works Information and Specifications for *Works* required.

2.2 Review and Acceptance of Contractor Documentation

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

3 Construction

3.1 Temporary works, Site services & construction constraints

- 3.1.1 The *Contractor* complies with Employer's Site entry and security control, permits, and Site regulations
- 3.1.2 The *Contractor* is specifically excluded from entering the *Employer's* Operational Areas which are outside the Site and Working Areas. The *Contractor* plans and organises his work in such a manner so as to cause the least possible disruption to the *Employer's* operations.
- 3.1.3 The *Contractor* ensures the safe passage of *Contractor's* traffic to and around the Site and Working Areas at all times that includes providing flagmen, protective barriers, signage and so forth for protection, direction and control of traffic.

- 3.1.4. The *Contractor* keeps daily records of his Equipment used on Site and the Working Areas (distinguishing between owned and hired Equipment) with access to such daily records available for inspection by the *Project Manager* at all reasonable times.
- 3.1.5. The *Contractor* complies with the following access / egress permissions and restrictions for personnel and Equipment within the Site boundaries requirements of the *Employer*.
The *Contractor* ensures that all his construction staff, labour, and Equipment remains within his allocated and fenced off construction area.
Prior to bringing Equipment to site the *Contractor* will be required to notify the *Project Manager* as per the NEC 3 communication procedures and provide details of the Equipment to be brought to site and obtain approval from the *Project Manager*, the *Contractor* can only bring equipment once the *Project Manager* issues approval in writing.
All *Contractor's* staff and labour complies with the Employers (TNPA) operational safety requirements and are equipped with all necessary PPE, high visibility apparel and floating apparel.
- 3.1.6. People restrictions on Site; hours of work, conduct and records:
- 3.1.7. The *Contractor's* personnel and Sub-Contractor's on site are restricted from accessing areas outside the approved Working Area.
- 3.1.8. The *Contractor* keeps daily records of his people engaged on the Site and Working Areas (including Sub-Contractors) with access to such daily records available for inspection by the *Project Manager* at all reasonable times.
- 3.1.9. The *Contractor* complies with the following hours of work for his people including Sub-Contractors employed on the Site:
 - Monday to Friday: 07:00am to 15:30pm**NB:** Should the *Contractor* wish to deviate from the above working hours, a formal request shall be submitted to the *Project Manager* for approval two weeks prior to the start date of the deviation.
- 3.1.10 The *Contractor* keeps daily records of his people engaged on the Site and Working Areas including Sub-Contractors with access to such daily records available for inspection by the *Project Manager* at all reasonable times.
- 3.1.11 Environmental controls, fauna & flora, dealing with objects of historical interest
- 3.1.12 The *Contractor* complies with the CEMP, SES and PES in the construction of the *works*, all as described under paragraph 2.4 of C3.1 *Employer's* Works Information.
- 3.1.13 Title to Materials from demolition and excavation
 - The *Contractor* has no title to all materials arising from dismantling and demolition in the performance of the works with title to such materials remaining with the *Employer*. The *Project Manager* shall instruct the *Contractor* how to label, mark, set aside and/or dispose of such materials for the benefit of the *Employer* in accordance with ECC3 Clause 73.1.
 - With title to such Materials (as referenced above) remaining with the *Employer*. The *Project Manager* shall instruct the *Contractor* how to label, mark, set aside and/or dispose of such Materials for the benefit of the *Employer* in accordance with ECC Clause 73.1.
- 3.1.14 Cooperating with and obtaining acceptance of others
- 3.1.15 The *Contractor* performs the *works* and co-operates with:
 - The *Works* will be performed in an operational environment, Storeroom and the Switch room will proceed with normal duties, during the renovations the where the repairs will take place the employees or end user will be notify so that there will be no disruption. The *Contractor* shall have to liaise with the project manager in scheduling work and shall comply with all instructions.
 - The *Contractor* performs the *Works* and co-operates with The *Employer* (including the agents of the *Employer*) who operates on Site during the entire duration of the Contract period.

- The *Contractor* performs the *Works* and co-operates with others, of whom the *Contractor* is to be notified once appointed by the *Employer*, who operate on Site during the entire duration of the Contract period.
- The *Contractor* shall note that there may be other projects in progress within the Storeroom and the Switch room which are expected at some point to run in parallel to this project, the *Contractor*, hence the *Contractor* shall co-operate with Others by allowing access through parts of the Working Areas when required during the entire duration of the Contract period.

3.1.16 Publicity and progress photographs

- The *Contractor* does not advertise the contract or the project to any third party, nor communicate directly with the media (in any jurisdiction) whatsoever without the express written notification and consent of the *Project Manager*.
- The *Contractor* obtains the permission and approval of the *Project Manager* before erecting any notice boards or using the details of the contract in any advertising media.
- The *Contractor* provides a complete digital photographic record of the progress of the construction of the works to the *Project Manager*, monthly as part of the *Contractor's* monthly programme narrative report. The digital photographic equipment used shall be intrinsically safe, where applicable.
- The *Contractor* provides progress photographs at progress meetings in a CD format or USB.

3.1.17 *Contractor's* Equipment

- The *Contractor* keeps daily records of his Equipment used on Site and the Working Areas (distinguishing between owned and hired Equipment) with access to such daily records available for inspection by the *Project Manager* at all reasonable times.
- All Equipment used by the *Contractor* on site shall be properly maintained and operated. All vehicles on public roads shall be roadworthy, with the necessary licences and safety requirements. A checklist/register shall be implemented which lists the operators qualifications and medical records.
- The *Contractor* complies with the following:
 - a) The *Contractor* shall supply all necessary materials, labour, tools, plant, PPE, demarcating signage as per the latest construction regulation and transport required for the proper completion of the works.
 - b) The *Contractor* shall submit a comprehensive list of Equipment, intended for use on this contract.
 - c) The use of all such Equipment shall be subject to approval by the *Project Manager*, though such approval shall not relieve the *Contractor* of any of their responsibilities under the contract.

3.1.18 Equipment provided by the *Employer*

No Equipment will be provided by the *Employer*.

3.1.19 Site services and facilities:

- No facilities will be provided by the *Employer*. The *Contractor* may, however, make arrangements with the relevant Transnet personnel to make use of ablution facilities that might be on or near the site.
- The *Contractor's* site establishment area(s) is to be within the *Contractor's* boundary of the area that will be confirmed with the successful *Contractor* after award and shall be clearly sign posted and be compliant with the relevant safety regulations and restrictions that might

be in place until the *Contractor* has de-established from site. The site establishment layout must be approved by the *Project Manager*.

- The *Contractor* shall ensure that the area used has a suitable continuous security fence and the necessary access gates. All preparation and fencing, etc. shall be done by the *Contractor* and shall be for his account, this includes clearing away and leaving clean and clear at completion.
- The *Contractor* shall provide, maintain and remove lockable portable chemical type toilets. An area will be made available within the *Contractor's* Working Areas.

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

- For the duration of the Contract, the *Employer* will provide with an area, free of charge, for the *Contractor* to establish his offices, lay down areas, stores and other *Contractor's* Equipment.
- The *Contractor* ensures that this site establishment area is compliant with the relevant safety regulations and restrictions, is clearly sign posted, and has a suitable security fence, lighting and the necessary access control gates.
- The *Employer* provides connection points for services such as water, power etc. The *Contractor* is responsible for his own connection to the *Employer's* services AND for the reticulation of his services from the connection point. The cost of meters, connections, reticulation and all other usage costs associated with the provision of services are for the *Contractor's* account.

3.1.21 Facilities provided by the *Contractor*:

- The *Contractor* ensures that the site establishment area is compliant with the relevant safety regulations and restrictions, is clearly sign posted, and has a suitable security fence, lighting and the necessary access control gates.
- All costs for preparation of the site establishment area are for the *Contractor's* account.
- The *Contractor* submits details of the layout of his site establishment to the *Project Manager* for his acceptance.
- The *Contractor* provides, at his cost, for his staff and that of the *Employer*, a sufficient number of toilets and maintains them in a clean and sanitary working condition.
- The *Contractor* provides temporary lighting and fencing around every section occupied by him during the phased construction of the works.
- Such fencing demarcates and secures the construction area. The fencing is erected before any work starts and is removed only upon completion of the work in that area.
- The *Contractor* is responsible for all costs for such lighting and fencing, including access control into and out of these restricted areas.
- Wherever the *Contractor* provides facilities (either his own or for the *Project Manager* and/or *Supervisor*) and all items of Equipment, involving, inter alia, offices, accommodation, laboratories, materials storage, compound areas, etc., within the Working Areas, then the *Contractor* makes good and provides full reinstatement to the land (including all apparatus of the *Employer* and Others in, on or under the land) and surrounding areas to its original standard, upon dismantling of such facilities and items of Equipment.
- Upon completion, and within one month of the date of acceptance of the works, the *Contractor* completely removes from the Site and Working Areas all his Equipment, including the foundations of any structures, stores, office accommodation or any other asset belonging to him, and leaves the Site and Working Areas in a tidy condition to the satisfaction of the *Project Manager*.
- No excess or discarded materials or equipment may be buried or dumped within the port boundary.

- The *Employer* does not provide any security for the Site and Working Areas. The *Contractor* provides same and indemnifies and holds indemnified the *Project Manager* and *Employer* against any claims and actions that may arise out of Site and Working Area security.
- No housing is available for the *Contractor's* employees. The *Contractor* makes his own arrangements to house his employees and transports them to site in a closed vehicle specifically designed for passenger transport (bus or similar) accepted by the *Project Manager*.
- Wherever the *Employer* provides facilities for the *Contractor's* use and the *Contractor* adapts such facilities for use, then the *Contractor* makes good and provides full reinstatement to the land (including all apparatus of the Employer and Others in, on or under the land) and surrounding areas to its original standard upon dismantling of such facilities and hand-back to the *Employer*.
- Unless expressly stated as a responsibility of the *Employer*, all residual requirements for the provision of facilities and all items of Equipment necessary for the *Contractor* to Provide the *Works* remains the responsibility of the *Contractor*.

3.2 Completion, testing, commissioning and correction of Defects

3.2.1 The work to be done by the Completion Date

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

Item of work	To be completed by
Certificates of Compliance, permission to install & concessions	Within 2 days prior to Completion.
Test and commissioning certificates and data sheets	Within 2 days prior to Completion.
Copy of the Technical Specification	At Handover

3.2.2 The *Contractor* is permitted to carry out the following *works* after Completion: Snags if they are being identified at the handover.

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

The *Employer* uses the following part / parts of the *works* before Completion is certified by the *Project Manager*.

3.2.4 Materials facilities and samples for tests and inspections

- The *Contractor* to provide all materials, facilities and apparatus required for any test and /or inspections required by the *Works* Information.
- The *Contractor* to provide samples as required by the *Works* Information.
- The *Employer* provides nothing.

3.2.5 Commissioning

Testing and commissioning will be as per the Technical Specifications.

3.2.6 Take over procedures

- 3.2.7 The *Contractor* provides the following assistance to the *Employer* as deemed necessary by the *Employer*, in terms of the contract.
- 3.2.8 The *Contractor* ensures that the documentation as described under paragraph 3.8 of the *Works Information* is presented to the *Project Manager* before Completion.
- 3.2.9 The *Contractor* ensures that the *Project Manager* has a full and accurate dossier of As-built documents that represent the status of the completed *works* (to include Plant within the *works*) to present to the *Employer*.
- 3.2.10 Access given by the *Employer* for correction of Defects
- Upon prior arrangement, The *Contractor* will be granted access to various substations to correct any defects.
 - The *Contractor* will be required to undertake certain procedures before such access can be granted this will include but not limited to:
 - a) Safety requirements, develop method statement and risk assessment.
 - b) Undergo TNPA inductions in order to obtain access permits.
 - c) Obtain access permits from TNPA permit office.
- 3.2.11 The *Contractor* complies with the following constraints and procedures of the *Employer* where the *Project Manager* arranges access for the *Contractor* after Completion:
- Limited working space for available for the *Contractor* to perform defects corrections.
 - *Contractor* shall be confined to the working times specified in paragraph 3.1.9.
- 3.2.12 Performance tests after Completion
- The *Contractor* performs the performance tests after Completion of the *works*.
- 3.2.13 Operational maintenance after Completion
- The *Contractor* performs no further operational maintenance in relation to the *works* after Completion.

4 Plant and Materials Standards and Workmanship

4.1 Investigation, Survey and Site Clearance

- 4.1.1. The *Contractor* will be responsible for the setting out of the works.
- 4.1.2. Prior to commencing the works the *Contractor* records any defects or inaccuracies related to the existing renovations and presents this record to the *Project Manager* for acceptance. Only items recorded in this manner will be accepted as having pre-existed the Works and the remedying of all other damage will be the *Contractors* responsibility and for his cost.

4.2 Building works

- 4.2.1 Where the Association of South African Quantity Surveyors Model Preamble for Trades 1999 are used within the Works Information, the following interpretations and meanings shall apply:
- 4.2.2 In case of any conflict in interpretation, ambiguity or discrepancy between any Model Preamble for Trades 1999 (whether standard or written as a particular project specification) contained in

the *Works Information* and the *conditions of contract*, the *conditions of contract* take precedence within the ECC Contract.

- 4.2.3 In case of any conflict in interpretation, ambiguity or discrepancy between any Model Preamble for Trades 1999 (whether standard or written as a particular project specification) contained in this paragraph 4.2 of C3.1 *Employer's Works Information* and specific statements contained elsewhere in C3.1 *Employer's Works Information*, the specific statements contained elsewhere shall prevail, without prejudice to the *Project Manager's* express duty to resolve any ambiguity or inconsistency in the *Works Information* under ECC Clause 17.1.

- 4.2.4 Within the Model Preambles for Trades 1999, the following amendments and interpretations shall apply:

Where the word or expression "Principal Agent" is used, read "*Project Manager*" or "*Supervisor*" as the context requires.

Where the word or expression "*Contractor*" is used, read "*Contractor*".

Where the word or expression "Engineer" is used, read "*Project Manager*" or "*Supervisor*" as the context requires.

Where the Model Preambles for Trades 1999 mention "rates" for measured work and any contractual statements relating to payment, all such statements shall be discounted, with the ECC *conditions of contract* taking precedence.

- 4.2.5 Within the Model Preambles for Trades 1999, A. GENERAL, the following amendments and interpretations shall apply:

Where the word or expression "bills of quantities" is used, this shall be discounted for the purposes of the *Works Information*. The ECC Contract Data - Part one states the main option to apply within the ECC Contract between the Parties.

- 4.2.6 Within the Model Preambles for Trades 1999, B. ALTERATIONS, B.2 MATERIALS FROM THE ALTERATIONS, CREDIT, ETC and C. EARTHWORKS, C1.4 Materials from demolitions shall not apply. C3.1 *Employer's Works Information* paragraph 3.1.6 states details of the *Contractor's* title (if any) to Materials arising from excavations and/or demolitions and how such Materials are either to be disposed of or re-used in the *works*.

- 4.2.7 Within the Model Preamble for Trades 1999 Q. PLUMBING AND DRAINAGE, Q.24 TESTS shall be deemed to be included within paragraph 3.2.1 of C3.1 *Employer's Works Information*.

- 4.2.8 Within the Model Preamble for Trades 1999 U. EXTERNAL WORKS, U.3.8 Process control tests shall be deemed to be included within paragraph 3.2.1 of C3.1 *Employer's Works Information*.

- 4.2.9 The principles, meanings and interpretation stated and established within paragraphs 6.2.1 to 6.2.8 with respect to the Model Preambles for Trades 1999 equally apply to the other Model Preambles for Trades 1999 references used within this paragraph 4.2 of C3.1 *Employer's Works Information*.

4.3 Civil Engineering and Structural Works

- 4.3.1 Where the SANS 1200 series of Specifications are used within the *Works Information*, the following interpretations and meanings shall apply:

- 4.3.2 In case of any conflict in interpretation, ambiguity or discrepancy between any SANS 1200 Specification (whether standard or written as a particular project specification) contained in the *Works Information* and the conditions of contract, the conditions of contract take precedence within the ECC contract.

- 4.3.3 In case of any conflict in interpretation, ambiguity or discrepancy between any SANS 1200 Specification (whether standard or written as a particular project specification) contained in this paragraph 4.3 of the *Employer's Works Information* and specific statements contained elsewhere in C3.1 *Employer's Works Information*, the specific statements contained elsewhere shall prevail, without prejudice to the *Project Manager's* express duty to resolve any ambiguity or inconsistency in the *Works Information* under ECC Clause 17.1.

- 4.3.4 Within SANS 1200 A: GENERAL, the following amendments and interpretations shall apply:

Where the word or expression "Employer" is used, read "*Employer*";

Where the word or expression "Contractor" is used, read "*Contractor*";

Where the word or expression "Engineer" is used, read "*Project Manager*" or "Supervisor" as the context requires;

Where the word or expression "schedule of quantities" is used, this is deleted in entirety. Assessment and payment is in accordance with the *conditions of contract* (and the ECC main and secondary options stated therein);

4.3.5 Within SANS 1200 A: GENERAL 2.3 DEFINITIONS, the following apply:

"Acceptable. Approved (Approval)" is interpreted as either a *Project Manager* or a *Supervisor* communication or instruction in relation to Works Information compliance, consistent with the *conditions of contract* as the context requires;

"Adequate" is deleted. The *Project Manager* notifies the *Contractor* where the *Contractor* has not complied with the *Works Information*;

"Measurement and payment" and the further definitions contained within 6.3 c) are deleted. Assessment and payment is in accordance with the conditions of contract (and the ECC main and secondary options stated therein);

4.3.6 Within SANS 1200 A: GENERAL 2.6 APPROVAL, the following applies:

"Approval" by either the *Project Manager* and/or the *Supervisor* is without prejudice to ECC Clause 14.1 and, inter alia, ECC Clauses 13.1, 14.3 and 27.1.

4.3.7 SANS 1200 A: GENERAL 2.8 ITEMS IN SCHEDULE OF QUANTITIES, is deleted in entirety. Assessment and payment is in accordance with the *conditions of contract* (and the ECC main and secondary options stated therein).

4.3.8 SANS 1200 A: GENERAL 3.2 STRUCTURES AND NATURAL MATERIAL ON SITE, applies only to the extent that it is consistent with paragraph 3.1.6 of C3.1 *Employer's Works Information*.

4.3.9 Within SANS 1200 A: GENERAL 7.1 PLANT, the following applies:

Where the word or expression "Plant" is used, read "Equipment".

4.3.10 SANS 1200 A: GENERAL 7.2 *CONTRACTOR'S OFFICES, STORES AND SERVICES*, applies but the *Project Manager* resolves any inconsistency with statements included within paragraph 3.1.12 of C3.1 *Employer's Works Information*.

4.3.11 SANS 1200 A: GENERAL 3.1 SURVEY, applies only to the extent that it is consistent with paragraph 3.1.14 of C3.1 *Employer's Works Information*.

4.3.12 Within SANS 1200 A: GENERAL 3.2 WATCHING, BARRICADING, LIGHTING AND TRAFFIC CROSSINGS, the following applies:

Where the word or expression "specification" is used, read "Works Information".

4.3.13 SANS 1200 A: GENERAL 3.4 PROTECTION OF OVERHEAD AND UNDERGROUND SERVICES applies only to the extent that it is consistent with the specific statements made elsewhere in C3.1 *Employer's Works Information* and in any case and at all times consistent with the *conditions of contract*.

4.3.14 Within SANS 1200 A: GENERAL 5 TESTING, the following applies:

Where the word or expression "Engineer" is used, read "*Supervisor*".

4.3.15 SANS 1200 A: GENERAL 8 MEASUREMENT AND PAYMENT, is deleted in entirety. Assessment and payment is in accordance with the conditions of contract (and the ECC main and secondary options stated therein).

4.3.16 The principles, meanings and interpretation stated and established within paragraphs 6.3.1 to 6.3.15 with respect to SANS 1200 series and to SANS 1200 A: GENERAL equally apply to the other SANS 1200 specification references [state particulars of SANS 1200 used] used within this paragraph 6.3 of C3.1 *Employer's Works Information*.

4.4 Electrical & mechanical engineering works

- 4.4.1 Where SANS 10142 and/or SANS 10198 specifications are used within the Works Information, then where the term “Equipment” (or the like) is used with the meaning of installation and items left behind in the *works*, then please read this term as “Plant” for ECC defined term compliance.

5 List Of Drawings

5.1 Drawings issued by the *Employer*

- This is not applicable on this contract.

SECTION 2

6 Management and start up

6.1 Management meetings

6.1 Management meetings

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

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Kick-off meeting	Once off at beginning of contract	Ocean Terminal Building	<i>Project Manager</i> (and appropriate key persons) and <i>Contractor</i>
Risk register and compensation events	Bi – Weekly	Building and marine hlanganani board room	<i>Project Manager</i> (and appropriate key persons) and <i>Contractor</i>
Overall contract progress and feedback	Bi – Weekly	Building and marine hlanganani board room / On Site	<i>Project Manager</i> (and appropriate key persons) and <i>Contractor</i>
Safety Meetings	Once a week	On Site	Construction Manager (<i>and key persons</i>), Safety Manager and <i>Contractor</i>

- 6.1.3 Meetings of a specialist nature may be convened as specified elsewhere in this Works Information or if not so specified by persons and at times and locations to suit the Parties, the

nature and the progress of the works. Records of these meetings are to be submitted to the *Project Manager* by the person convening the meeting within five days of the meeting.

- 6.1.4 All meetings are to be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register are not to be used for the purpose of confirming actions or instructions under the contract as these are to be done separately by the person identified in the conditions of contract to carry out such actions or instructions.
- 6.1.5 The *Contractor* attends management meetings at the *Project Manager's* request as set out in the table above. At these meetings the *Contractor* presents all relevant data including safety, health and environmental issues, progress reports, quality plans, Sub-Contractor management reports, as may be required.

6.2 Documentation Control

- 6.2.1. The *Contractor* is to ensure that the latest versions of the required application software and a suitable 'IT' Infrastructure are in place to support the electronic transmission of documentation.
- 6.2.2. All documentation requirements for the works will be dealt with in accordance with TNPA document system extracted from the Standard Project Protocol document (SPP).
- 6.2.3. The Head of Documentation Control shall be the Management Representative for Quality (MRQ). The Document Controller shall provide assurance that all project related documents shall be fully controlled.
- 6.2.4. All project related incoming and outgoing e-mails, faxes, letters, documents and drawings shall be copied to the Document Controller and *Project Manager*. The Document Controller shall allocate a reference and sequence number, and file the documents electronically within 48 hours of receipt.
- 6.2.5. Drawings shall be issued as per *Project Manager's* requirements to Documentation Control. Document Controller shall register drawings and issue with an electronic document transmittal.
- 6.2.6. All project related incoming and outgoing correspondence (internal Origin) shall be sent to Documentation Control for date stamping and distribution as per the *Project Manager's* and/or *Supervisor's* requirements. This shall exclude e-mails.
- 6.2.7. All incoming documents (external origin) shall be forwarded to the Documentation Control for scanning, filing, including reference, sequential number allocation and registration.
- 6.2.8. Outgoing documents of external origin shall be forwarded to the Documentation Control with the Request Instruction Forms. The Document Controller shall register the documents and issue a transmittal note.

6.3 Safety risk management

- 6.3.1. The *Contractor* complies with the following Safety Management Plan (SMP): All health and safety matters associated with the *works* will be dealt with in accordance with Occupational Health & Safety Act, 1993 (Act No. 85 of 1993) and the Transnet National Ports Authority Health and Safety Specifications contained in **Annexure A** to this *Works Information*.
- 6.3.2. The *Contractor* shall prepare, implement and administer the *Contractor's* Health and Safety Management Plan (CHSMP). The Health and Safety Management Plan must provide a systematic method of managing hazards and implementing control measures.
- 6.3.3. The *Contractor* must prepare and submit the Occupational Health & Safety file to the *Project Manager* for acceptance. The Safety file will then be submitted to the TNPA Legal & Compliance Department for approval before start of the works.

SHE File is to be kept on site at all times. The file as to contain amongst others, if applicable:

SHE File: The file must contain amongst others, if applicable:

1. Principal Contractors/Contractors Organogram
2. Letter of Good Standing with Compensation Fund
3. General Liability Insurance (Summary of Policy)
4. Notification Letter of Construction Work ~ Department of Labour (If Applicable)
5. Appointments (Inclusive of legal appointments)
6. Contractor Induction: Employees and Visitors
7. Principal Contractor's SHEQ Policy
8. Health & Safety Plan
9. Fall Protection Plan inclusive of Fall Protection Risk assessment (If Applicable)
10. Risk Assessments (inclusive of action plan to manage controls)
11. Method Statements
12. Safe Operating Procedures
13. Incidents / Accidents Register and Investigation Report Template
14. Emergency Contact Telephone Numbers
15. Contractor Site Emergency Plan (For Site establishment)
16. Documented Proof of Daily Toolbox Safety Talks/ DSTI
17. Inspections Checklist
18. All Registers
19. Welfare Facilities arranged
20. Electrical Compliance (COC)(If Applicable)
21. Communication Plan
22. Training Records and Competency Certificates
23. Employee Personal Profile Dossier completed
24. Staff Medical Certificates (Must correspond with Employee Personal Dossier)
25. Employee Personal Profile Dossier completed
26. Environmental Management Plan
27. Environmental Risk Assessments

COVID 19 REQUIREMENTS (to be included in the SHE file)

1. Covid 19 Risk assessment and Action plan
2. Contractor Covid 19 induction Training
3. Covid 19 Communication plan (Attendance registers DOL Directive 479, Risk assessment, etc)
4. Appointment of Covid 19 Manager/Representative
5. Covid 19 Operational Plan (include Return to work questionnaire, Covid 19 Reporting and investigation procedure, social distancing, Symptom screening procedure, sanitising and disinfecting procedures, Cloth masks and other PPE, Measures in respect of workplaces to which public have access, Ventilation, Hygiene and cleaning measures and Waste Management, and not limited to the above specifications).
6. Covid 19 Registers and Checklists

COVID-19 OCCUPATIONAL HEALTH AND SAFETY MEASURES IN WORKPLACE

The contractor is to implement occupational health and safety measures to (reduce and eliminate) the escalation of COVID-19 infections in workplaces as set out in the Schedule adopted by the Minister of Employment and Labour, in terms of Regulation 10(8) of the National Disaster Regulations (Act No. 57 of 2002) and comply to all COVID-19 related guidelines issued by the government in this regard.

- 6.3.4. Pre-employment medical examinations as well as exit medicals will be required and must further include for chest X-rays. These medical examinations must be carried out by a registered Occupational Health practitioner. All costs associated will be to the *Contractor's* account.
- 6.3.5. The *Contractor* ensures that its Sub-Contractors comply with the CHSMP and relevant statutory requirements of the Occupational Health & Safety Act, 1993 (Act No. 85 of 1993).
- 6.3.6. The roles and responsibilities of the various personnel acting on behalf of the *Project Manager* with respect to the SMP and health and safety issues are as stated in the paragraphs following:
- 6.3.7. The *Construction Manager* is responsible (in the context of the SMP only) for health and safety on the Site and Working Areas and reports to the *Project Manager*.
- 6.3.8. The *Construction Manager* specific tasks (in the context of the SMP) are:
 - a) Implement the *Employers* safety management system.
 - b) Monitor *Contractor's* compliance to the CHSMP.
 - c) Ensure risk is at an acceptable level.
 - d) Ensure the *Contractor's* workforce and Construction Management Team is competent.
- 6.3.9. The *Project Site Safety Manager* (PSSM) is responsible for ensuring that the *Contractor* complies with the SMP. The PSSM acts on behalf of the *Project Manager*.
- 6.3.10. The *Project Site Safety Manager* (PSSM) specific tasks are:
 - a) Ensure that the overall project safety requirements are complied with.
 - b) Provide guidance on safety related issues arising during the execution of the project.

6.4 Environmental constraints and management

- 6.4.1 The Contractor complies with the following ENV-STD-001 Rev01 (CEMP):

The Contractor performs the works and all construction activities within the Site and Working Areas having due regard to the environment and to environmental management practices as more particularly described within the SES and PES.

The SES describes the minimal acceptable standard for environmental management for a range of environmental aspects commonly encountered on construction projects and sets environmental objectives and targets, which the Contractor observes and complies.

The PES may require higher minimal standards than those described in the SES as may be required by the Project Manager or Others.

The overarching obligations of the Contractor under the CEMP before construction activities commence on the Site and/or Working Areas is to provide an environmental method statement for a particular construction operation at the Site and/or Working Area by the Contractor and where requested by the CM and to comply with the following:

Where relevant, method statements, as detailed in the SES and PES, shall be provided by the Contractor. These include, but are not limited to, the following where applicable:

Hazardous and non-hazardous solid waste management

Contaminated water management

Hydrocarbon spills

Dust control

Spoil dumping

Noise and vibration control

Environmental awareness training

Emergency procedures for environmental incidents

Contractor's SHE Officer

The Contractor shall ensure that his management, foremen and the general workforce, as well as all suppliers and visitors to Site have attended the Induction Programme prior to commencing any work on Site. If new personnel commence work on the Site during construction, the Contractor shall ensure that these personnel undergo the Induction Programme and are made aware of the environmental specifications on Site.

Where applicable, the Contractor ensures that he appoints a suitably qualified Subcontractor, to be approved by the Project Manager, to undertake the "Removal of rare, endemic or endangered species". This appointment must be completed at least three weeks before commencement of any other work on Site.

The Contractor must appoint a sufficient number of named assistants to the CSHEO to monitor environmental issues e.g. litter, spills, illegal activities, fence patrol, dust etc. These appointments, along with details of the individuals being appointed and job descriptions, must be sent to the Project Manager for his approval.

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

The method statements for Completion by the Contractor are contained within Annexure Where applicable, the Contractor shall provide job-specific training on an ad hoc basis when workers are engaged in activities, which require method statements.

The Contractor shall ensure that any Materials delivery drivers are informed of all procedures and restrictions (e.g. which access roads to use, no go areas, speed limits, noise, etc) required by the CEMP before they arrive at Site and off load any Materials.

The Contractor shall clear and clean the Site and Working Areas and ensure that everything not forming part of the works is removed from the Site and Working Areas and that all rehabilitation has taken place in accordance with the

6.4.2 The Contractor complies with the following SES:

The Contractor shall identify the kinds of environmental impacts that will occur as a result of his activities and then prepare separate method statements describing how each of those impacts will be prevented or managed so that the standards set out in this document are achieved. These method statements will be prepared in accordance with the requirements set out in the CEMP.

To ensure that environmental issues are taken into account in the establishment of the Site offices and all other facilities on Site.

6.5 Quality assurance requirements

6.5.1 The *Contractor* shall have, maintain and demonstrate its use to the *Project Manager* (and/or the *Supervisor*) to satisfy the requirements of the documented Quality Management System to be used in the performance of the *works*. The *Contractor's* Quality Management System shall conform to International Standard ISO 9001 (or an equivalent standard acceptable to the *Project Manager*).

6.5.2 The *Contractor* submits his Quality Management System documents to the *Project Manager* as part of his programme under ECC Clause 31.2 to include details of:

- a) Quality Plan for the contract;
- b) Quality Policy
- c) Index of Procedures to be used; and
- d) A schedule of internal and external audits during the contract

6.5.3 The *Contractor* develops and maintains a comprehensive register of documents that will be generated throughout the contract including all quality related documents as part of its Quality Plan.

- 6.5.4 The *Project Manager* indicates those documents required to be submitted for either information, review or acceptance and the *Contractor* indicates such requirements within his register of documents. The register shall indicate the dates of issue of the documents with the *Project Manager* responding to documents submitted by the *Contractor* for review or acceptance within the *period for reply* prior to such documents being used by the *Contractor*.
- 6.5.5 The Quality Plan means the *Contractor's* statement, which outlines strategy, methodology, resources allocation, Quality Assurance and Quality Control co-ordination activities to ensure that the *works* meet the standards stated in the *Works Information*.
- 6.5.6 The Project Quality Plan means the *Contractor's* statements, which outlines strategy, methodology, resources allocation, and Quality Assurance and Quality Control co-ordination activities to ensure that the works meet the standards stated in the *Works Information*.
- 6.5.7 The Procedures means the *Contractor's* systems for management of:
- a) Documentation Control
 - b) Design Control
 - c) Procurement
- 6.5.8 The Inspection and testing means:
- a) Quality Control Plans
 - b) Inspection Points
 - c) Schedule of Inspections
 - d) Field Inspection Checklists
 - e) Inspection notification
 - f) Inspection and testing
 - g) Inspection release
 - h) Special processes
 - i) Welding Procedures
 - j) Material traceability and certification

6.6 Programming constraints

- 6.6.1. The *Contractor* shows on each programme he submits to the *Project Manager*, the requirements of the CEMP, SES, PES and SMP state others as required as described under paragraph 6.4 of the *Works Information*, together with the associated environmental method statements.
- 6.6.2. The *Contractor* shows on each programme he submits to the *Project Manager*, the requirements of paragraph 6.3 of the *Works Information* relating to health and safety issues need to be highlighted on the programme; paragraph 2 design issues and paragraph 7 procurement issues, but the *Project Manager* might require various mandatory statements (e.g.) in relation to Equipment design and/or assembly / dismantling.
- 6.6.3. The *Contractor* complies with the *Employer's* programme requirements and NEC requirements when he submits his first programme.
- 6.6.4. The *Contractor* presents his first programme and all subsequently revised programmes (see ECC Clauses 31.2 and 32.1) in hard copy format and in soft copy format.
- 6.6.5. The *Contractor* uses Microsoft Project for his programme submissions or a similar programme software package equivalent subject to the prior written notification and acceptance by the *Project Manager*.
- 6.6.6. The *Contractor* shows on his Accepted Programme and all subsequently revised programmes schedules showing the critical path or paths and all necessary logic diagrams demonstrating sequence of operations.
- 6.6.7. The *Contractor's* programme shows duration of operations in working days. A normal working week for employees is 40 hours.
- 6.6.8. The *Contractor's* programme shows the following levels:
- a) Level 1 Master Schedule – defines the major operations and interfaces between engineering design, procurement, fabrication and assembly of Plant and Materials, transportation, construction, testing and pre-commissioning, commissioning and Completion.

- b) Level 2 Project Schedule – summary schedules ‘rolled up’ from Level 3 Project Schedule described below
 - c) Level 3 Project Schedule – detailed schedules generated to demonstrate all operations identified on the programme from the starting date to Completion. Individual operations will be assigned a code. The *Project Manager* notifies any subsequent layouts and corresponding filters on revised programmes
 - d) Level 4 Project Schedule – detailed discipline speciality level developed and maintained by the *Contractor* relating to all operations identified on the programme representing the daily activities by each discipline
 - e) A narrative status report, which includes status and performance of operations on the Site and Working Areas; status and performance of operations outside the Working Areas; manpower histograms; S-curve of overall progress; critical action items (top 10) and deviations from the Accepted Programme and action plan to rectify.
- 6.6.9. The *Contractor* shows on each revised programme he submits to the *Project Manager* a resource histogram showing planned progress versus actual, deviations from the Accepted Programme and any remedial actions proposed by the *Contractor*.
- 6.6.10. The *Contractor* submits programme report information to the *Project Manager* at weekly intervals in addition to the intervals for submission of revised programmes stated under Contract Data Part One.
- 6.6.11. The *Contractor’s* weekly programme narrative report includes:
- a) Level 4 Project Schedule – showing two separate bars for each task i.e. the primary bar must reflect the current forecast dates and the secondary bar the latest Accepted programme.
 - b) 3-week Look ahead Schedule - showing two separate bars for each task i.e. the primary bar must reflect the current forecast dates and the secondary bar the latest Accepted programme.
 - c) Manpower Histogram – reflecting actual, forecasted and planned activities
 - d) S-curves – reflecting the actual percentage complete versus the planned percentage for the overall contract utilising the earned values as calculated by the detailed progress report.
- 6.6.12. The *Employer* (including the agents of the *Employer*) operates on site during when the *Contractor* has completed certain elements of the *Works*.
- 6.6.13. Others operate on Site during the execution of the project.

6.7 Contractor’s management, supervision and key people

- 6.7.1 The *Contractor* employs a CSHEO as a key person under ECC Clause 24.1
- 6.7.2 The CSHEO reports to the SHEC on the Site. The CSHEO ensures that the *works* (to include any part thereof) are subject to a prior environmental method statement(s) approved by the *Project Manager* and ensures that the CEMP is implemented by the *Contractor* in a timely and proper manner. The CSHEO provides the *Project Manager* with all environmental method statements.
- 6.7.3 The CSHEO tasks are:
- a) Daily, weekly and monthly inspections of the Site and Working Areas. The *Contractor* is referred to Annexure Monitor compliance with the CEMP (to include the SES and PES) and the environmental method statements submitted to the *Project Manager*
 - b) Reporting of any environmental incident to the *Project Manager*
 - c) Attendance at all SHE meetings, toolbox talks and induction programmes
 - d) Litter control and ensuring the *Contractor* clears litter from the Site and Working Areas; and
 - e) Ensuring that environmental signage and barriers are correctly placed. The CSHEO submits daily, weekly and monthly checklists to the SHEC.
- 6.7.4 The *Contractor* employs a CIRP as a key person under ECC Clause 24.1.
- 6.7.5 The CIRP is based on the Site and ensures that all reports and IR requests are submitted accurately and in a timely manner to the *Project Manager*.
- 6.7.6 The CIRP tasks are:
- a) Dedicated to human resources, industrial relations and any other *Contractor* employee related function;

- b) Resolve all human resources and industrial relations matters arising from the *Contractor* 's employees;
- c) Represent the *Contractor* at all industrial relations meetings; and
- d) Represent the *Contractor* on the IRCC

6.7.1 The *Contractor* provides an Organogram of all his key people (both as required by the *Employer* and as independently stated by the *Contractor* under Contract Data Part Two) and how such key people communicate with the *Project Manager* and the Supervisor and their delegates all as stated at C3.1 *Employer's Works Information*.

6.8 Training workshops and technology transfer

- 6.8.1 The *Contractor* facilitates the following requirements for training workshops:
- a) A safety pre-mobilisation workshop
 - b) A *Contractor* employee safety training programmes
 - c) The *Contractor* shall utilise local people for staffing up some of his requirements and shall ensure that there is adequate skills transfer taking place.
 - d) Any other training as required by law or specifications referred to in this document

6.9 Insurance provided by the Employer

6.9.1 Insurance provided by the *Employer* is contained in the Contract Data – Part 1.

6.10 Contract change management

6.10.1 No additional requirements apply to ECC Clause 60 series.

6.11 Provision of bonds and guarantees

- 6.11.1 The form in which a bond or guarantee required by the conditions of contract (if any) is to be provided by the *Contractor* is given in Part 1 Agreements and Contract Data, document C1.3, Sureties.
- 6.11.2 The *Contractor* provides a bond or guarantee as required by the conditions of contract concurrently with the execution by the Parties of the form of agreement for the ECC contract.

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

- 6.12.1. The *Contractor* keeps the following records available for the *Project Manager* to inspect:
- a) Records of design employee's location of work (if appropriate);
 - b) Records of Equipment used and people employed outside the Working Areas (if applicable)

6.13 The Contractor's Invoices

- 6.13.1 When the *Project Manager* certifies payment (see ECC Clause 51.1) following an assessment date, the *Contractor* complies with the *Employer's* procedure for invoice submission.
- 6.13.2 The invoice must correspond to the *Project Manager's* assessment of the amount due to the *Contractor* as stated in the payment certificate.
- 6.13.3 The invoice states the following:
- Invoice addressed to Transnet SOC Ltd;
 - Transnet SOC Limited's VAT No: 4720103177;
 - Invoice number;
 - The *Contractor's* VAT Number; and
 - The Contract number.

The invoice contains the supporting detail.

6.13.4 The invoice is presented by hand delivery.

Invoices submitted presented to:

Transnet National Ports Authority
11 Methven Road
Maydon Wharf
Durban

For the attention of the Project Manager.

6.14 People

6.14.1 Minimum requirements of people employed on the Site
South African Work Permits

6.14.2 The *Contractor* complies with the following PIRPMP

a. CONTRACTOR LIABILITY

- The *Contractor* warrants that it will be liable to Transnet for any loss or damage caused by strikes, riots, lockouts or any labour disputes by and/or confined to the *Contractor's* employees, which loss will include any indirect or consequential damages;
- The *Contractor* warrants that no negotiations or feedback meetings by the *Contractor's* employees shall take place on Transnet premises, whether owned or rented by Transnet.
- The *Contractor* shall give notice to Transnet of any industrial action by the *Contractor's* employees immediately upon becoming aware of any actual or contemplated action that is or may be carried out on Transnet's premises, whether owned or rented, and shall notify Transnet of all matters associated with such action that may potentially affect Transnet.
- The *Contractor* is responsible for educating its employees on relevant provisions of the Labour Relations Act which deal with industrial action processes, and the risks of non-compliance.
- The *Contractor* is required to develop a Contingency Strike Handling Plan, which plan the *Contractor* is obliged to update on a three monthly basis. The *Contractor* must provide Transnet with this plan and all updates to the Plan. The *Contractor* is responsible to communicate with its employees on site details of the plan.

6.14.2.2 INDUSTRIAL ACTION BY CONTRACTOR EMPLOYEES

- In the event of any industrial action by the Contractor's employees, the Contractor is required to provide competent contingency resources permitted in law to carry out any of the duties that are or could potentially be interrupted by industrial action in delivering the Service.
- The Contractor warrants that it will compensate Transnet for any costs Transnet incurs in providing additional security to deal with any industrial action by the Contractor's employees.
- In the event of any industrial action by the Contractor's employees, the Contractor is obliged:
 - a To prepare and deliver to Transnet, within two (2) hours of the

commencement of industrial action an Industrial Action Report. If the industrial action persists the Contractor is required to deliver the report at 8h30 each day.

- b The Industrial Action Report must provide at least the following information:
 - Industrial incident report,
 - Attendance register,
 - Productivity / progress to schedule reports,
 - Operational contingency plan,
 - Site security report,
 - Industrial action intelligence gathered.
 - c The final Industrial Action Report is to be delivered 24 hours after finalisation of the industrial action.
 - d The management of the Contractor is required to hold a daily industrial action teleconference with personnel identified by Transnet to discuss the industrial action, settlement of the industrial action, security issues and the impact on delivery under the contract.
- The resolution of any disputes or industrial action by the Contractor's employees is the sole responsibility of the Contractor.
 - Access to Transnet premises by the Contractor and its employees is only provided for purposes of the Contractor delivering its services to Transnet. Should the Contractor and its employees not, for any reason, be capable of delivering its services Transnet is entitled to restrict or deny access onto its premises and unless otherwise authorized; such person will be deemed to be trespassing.

6.15 Plant and Materials

6.15.1 Quality

6.15.2 The *Contractor* provides Plant and Materials for inclusion in the *works* in accordance with SANS 1200A sub-paragraph 2.1, unless otherwise stated elsewhere in the *Works Information* provided by the *Employer*. All Plant and Materials are new, unless the use of old or refurbished goods and/or Materials are expressly permitted as stated elsewhere in this *Works Information* or as may be subsequently instructed by the *Project Manager*.

6.15.3 Where Plant and Materials for inclusion in the *works* originate from outside the Republic of South Africa, all such Plant and Materials are new and of merchantable quality, to a recognised national standard, with all proprietary products installed to manufacturers' instructions.

6.15.4 The *Contractor* replaces any Plant and Materials subject to breakages (whether in the Working Areas or not) or any Plant and Materials not conforming to standards or specifications stated and notifies the *Project Manager* and the *Supervisor* on each occasion where replacement is required.

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

The *Employer* will not provide any Plant and Materials for the *Contractor* to use in the *works*

6.15.6 The Plant and Materials provided by the *Employer* are solely at the risk of the *Contractor* for inclusion in the *works*. The *Contractor* takes responsibility for ensuring the Plant and Materials do not contain a Defect(s) and are in compliance with the standards stated elsewhere in the *Works Information*.

6.15.7 The *Contractor* provides all other Plant and Materials necessary for the *works* not specifically stated to be provided "free issue" by the *Employer*.

6.15.8 *Contractor's* procurement of Plant and Materials

6.15.9 Spares and consumables

The *Contractor* provides the all necessary spares and consumables to the *Employer*.

6.16 Contractor's Equipment (including temporary works).

- 6.16.1 The *Contractor* provides all equipment required for the execution of the *works*.
- 6.16.2 The Equipment category is subject for acceptance tests and inspections by the *Project Manager* prior to using the Equipment on the Site and/or Working Areas.

7 Procurement

7.1 Code of Conduct

Transnet 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:

- a) The Transnet Procurement Procedures Manual (PPM);
- b) Section 217 of the Constitution - the five pillars of Public PSCM (Procurement and Supply Chain Management): fair, equitable, transparent, competitive and cost effective;
- c) The Public Finance Management Act (PFMA);
- d) The Broad Based Black Economic Empowerment Act (B-BBEE); and
- e) The Anti-Corruption Act.

This code of conduct has been included in this contract to formally apprise 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 will not participate in corrupt practices and therefore expects its suppliers to act in a similar manner.*
 - a) 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.
 - b) Employees must not accept or request money or anything of value, directly or indirectly, 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 decision stakeholders involved in sourcing decisions; or
 - Gain an improper advantage.
 - c) 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 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.
 - Transnet does not engage with non-value adding agents or representatives solely for the purpose of increasing B-BBEE spend (fronting)
3. *Transnet's relationship with suppliers requires us to clearly define requirements, exchange information and share mutual benefits.*
 - a) 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, B-BBEE status, etc.);
 - Corrupt activities listed above; and
 - Harassment, intimidation or other aggressive actions towards Transnet employees.
- b) 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.
- c) Suppliers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.

Conflicts of Interest

1. *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.*
- a) Doing business with family members
 - b) Having a financial interest in another company in our industry

7.2 Subcontracting

- 7.2.1 The *Contractor* uses one of the following specialists and suppliers as his Sub-Contractors:

There are no Transnet preferred Sub-Contractors (to include suppliers) at present. However, on a project specific basis, please consider Plant installed on (e.g.) adjacent contracts, existing plant at the Site etc. and consider statements for preferred Sub-Contractors for overall compatibility with Transnet owned plant for maintenance purposes or otherwise.

- 7.2.2 The *Contractor* shall not employ or bring a Sub-Contractor onto the Site and/or Working Areas without the prior approval of the *Project Manager*. Further, he shall appoint his Sub-Contractor(s) under the NEC3 Engineering Contract Sub Contract unless approved otherwise by the *Project Manager*.
- 7.2.3 Where the *Contractor* employs a Sub-Contractor who constructs or installs part of the *works* or who supplies Plant and Materials for incorporation into the *works* which involves a Sub-Contractor operating on the Site and/or Working Areas, then the responsibilities as determined in the construction regulation 5 shall apply.
- 7.2.4 The *Contractor* ensures that a Sub-Contractor complies fully with the *Contractor's* Quality Management System (as described in the Works Information). Quality system requirements shall be applied on all subcontracts to the point where the acceptability of supplies can be demonstrated solely by the conduct of inspection and/or examination of goods upon receipt at the designated point of delivery.

CIDB Requirements

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 **3GB or Higher** class of construction work, are eligible to have their tenders evaluated.

- Joint ventures are eligible to submit tenders provided that:
- every member of the joint venture is registered with the CIDB;
- the lead partner has a contractor grading designation in the **3GB or Higher** class of construction work; and

the combined *Contractor* grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a *Contractor* grading designation determined in accordance with the sum tendered for a **3 GB or Higher** class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulation

PART C4: SITE INFORMATION

Document reference	Title	No of pages
	This cover page	1
	Site Information	2-3
	Total number of pages	3

1. Description of the Site and its surroundings

1.1. General description

The Port of Durban serves KwaZulu-Natal, the Gauteng region and a large portion of the Southern African hinterland. The Port of Durban currently handles containers, dry bulk, liquid bulk, automotive and break bulk cargo. The Port of Durban handles approximately 60% of South Africa's container traffic. The port accommodates facilities for the local fishing industry, ship-repair industries, visiting cruise liner vessels and recreational boating.

The Port of Durban is bounded by the city centre to the North, residential areas to the West and East, and industrial land to the South.

The layout of the port, indicating the precincts and berth layout, is presented in Figure 1-2. Within the precinct there are roads which are leading to different terminals and buildings. Site owned and operated by TNPA



Figure 1-2: Precincts and berth layout of the Port of Durban

Prospective contractors shall attend the site inspection and acquaint themselves with the nature of the Works, the condition under which the work is to be performed, and the means of access to site, any limitations or other authorities and in general will all matters that may influence or affect the contractor.

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

There are various buildings within terminals in the port. These terminals are operating for the following activities:

- Dry Bulk
- Liquid bulk
- Maritime Engineering
- Harbour Services
- Bunker Services

All these activities attract lot of vehicular movements around the Port of Durban, most being the trucks.

The Contractor shall allow for working under these conditions. Access to areas adjacent to the construction site shall be maintained at all times. Access to site will be via the existing service road within the Port of Durban.

1.3. Other reports and publicly available information

The Port is exposed to extreme weather conditions such as high wind gusts and high humidity in the summer resulting in the concrete reaching surface temperatures in excess of 50 degrees Celsius.