

Transnet National Ports Authority

an Operating Division of **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR PROPOSAL (RFP)

**REFURBISHMENT OF 111 MAHATMA GANDHI ROAD COMPLEX IN THE PORT OF
DURBAN FOR A PERIOD OF SIX (6) MONTHS**

RFP NUMBER	: TNPA/2023/07/0026/35892/RFP
ISSUE DATE	: 28/08/2023
COMPULSORY CLARIFICATION MEETING	: 05/09/2023
CLOSING DATE	: 21/09/2023
CLOSING TIME	: 16h00
TENDER VALIDITY PERIOD	: 12 Weeks from closing date

.

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The Contract

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Part T1: Tendering Procedures

T1.1 Tender Notice and Invitation

T1.1 TENDER NOTICE AND INVITATION TO TENDER

SECTION 1: NOTICE TO TENDERERS

1. INVITATION TO TENDER

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

DESCRIPTION	REFURBISHMENT OF 111 MAHATMA GANDHI ROAD COMPLEX IN THE PORT OF DURBAN FOR A PERIOD OF SIX (6) MONTHS
TENDER DOWNLOADING	This Tender may be downloaded directly from the National Treasury eTender Publication Portal at www.etenders.gov.za and the Transnet website at https://transnetetenders.azurewebsites.net (please use Google Chrome to access Transnet link) FREE OF CHARGE.

COMPULSORY TENDER CLARIFICATION MEETING	<p>A Compulsory Tender Clarification Meeting will be conducted at Queens Warehouse, 237 Mahatma Gandhi Road, Durban on the 05 September 2023, at 10:00am [10 O'clock] for a period of \pm 3 (three) hours. [Tenderers to provide own transportation and accommodation]. The Compulsory Tender Clarification Meeting will start 5punctually, and information will not be repeated for the benefit of Tenderers arriving late.</p> <p>A Site visit/walk will take place, tenderers are to note:</p> <ul style="list-style-type: none"> • Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats. • Tenderers without the recommended PPE will not be allowed on the site walk. • Tenderers and their employees, visitors, clients, and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyser testing. • All forms of firearms are prohibited on Transnet properties and premises. • The relevant persons attending the meeting must ensure that their identity documents, passports, or driver's 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 site meeting and/or tender briefing.</p>
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	<p>Tenderers are required to bring this Returnable Schedule T2.2-01 to the Compulsory Tender Clarification Meeting to be signed by the <i>Employer's</i> Representative.</p> <p>Tenderers failing to attend the compulsory tender briefing will be disqualified.</p>
CLOSING DATE	<p>16h00 on (21 September 2023)</p> <p>Tenderers must ensure that tenders are uploaded timeously onto the system. No late tender submissions will be accepted.</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 T2.2-25], [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.
- 4.12. Transnet reserves the right to perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer:
- *unduly high or unduly low tendered rates or amounts in the tender offer;*
 - *contract data of contract provided by the tenderer; or*
 - *the contents of the tender returnables which are to be included in the contract.*
5. Transnet will not reimburse any Tenderer for any preparatory costs or other work performed in connection with this Tender, whether or not the Tenderer is awarded a contract.

6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

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

**Transnet 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**

"HOW TO" GUIDE FOR BIDDERS

REGISTER ON ETENDER PORTAL

ACCESS TENDERS

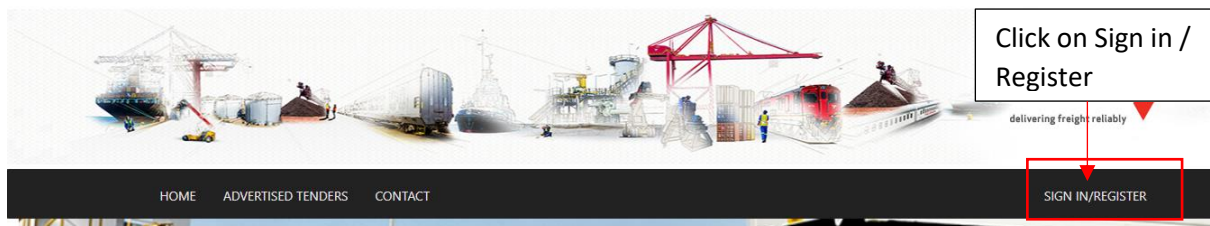
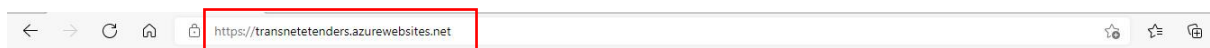
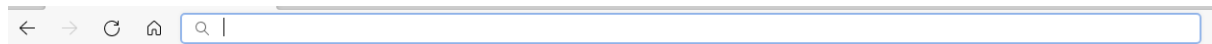
NB: Do not wait for the last minute to register or to bid for a tender. Ensure you complete your process at least 1 day (24hours) before the closing date

TENDERERS TO NOTE WHEN UPLOADING DOCUMENTS TO ONLY USE ALPHA NUMERIC AND NO SPECIAL CHARACTERS TO BE USED

Go to Google Chrome



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



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



Sign in with your email address

[Forgot your password?](#)


[Sign in](#)

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

If not already registered, click on Sign up now.


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

[Cancel](#)



[Send verification code](#)

Country/Region



[Create](#)

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


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

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

Send verification code

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

< Cancel



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

abc@gmail.com

Verification Code

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

Verify code

Send new code

Forgot your password?

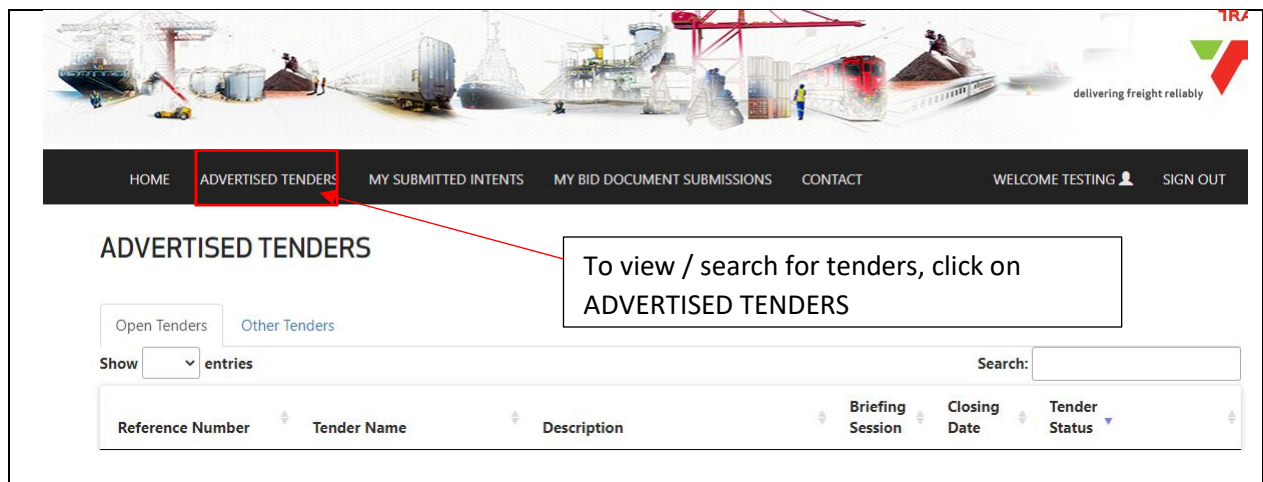
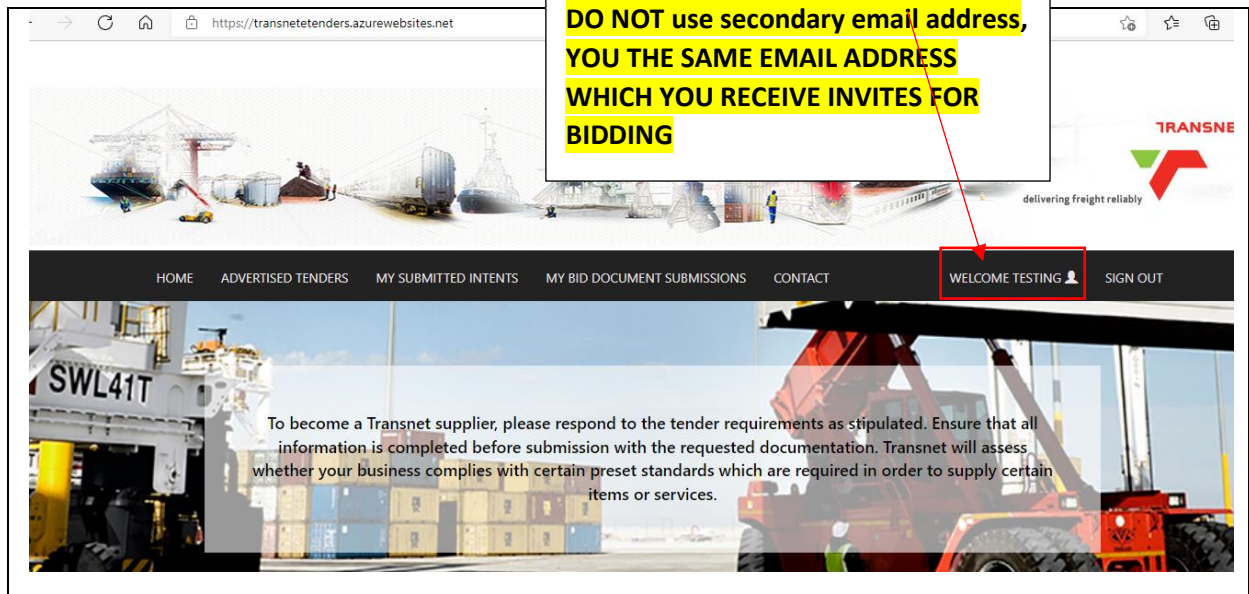
Sign in

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

Then click on Sign in

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

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



Tender Invitation For Tender Ref # TE/2022/04/0697/RFQ - Message (HTML)

File Message Help Tell me what you want to do

Delete Archive Reply Reply All Forward Share to Teams ATM signed To Manager Team Email Move Tags Editing Read Aloud Translate Zoom Send to OneNote Viva Insights

Tender Invitation For Tender Ref # TE/2022/04/0697/RFQ

SRV-TCC-Etender
To noreply@transnet.net

This message was sent with Low importance.

Dear Suppliers,
You have been invited to bid and respond to the following tender:

Name Of Tender : TE22-SRX-1FG-02068
Description : STOP; TOP BUNK, OD 19.5 X HT 6.5 MM
Tender Number : TE/2022/04/0697/RFQ

Access to this tender will be granted by using this email when you sign up/sign in. To access the tender information

Kind Regards,
Transnet eTenders

When a bidder receives an email to quote, the bidder needs to register with the email address of the recipient that received the email. If already registered, sign in.

NOTE: The details on this email is intended for guidance only and not to be used on the live system

HOME ADVERTISED TENDERS MY SUBMITTED INTENTS MY BID DOCUMENT SUBMISSIONS CONTACT WELCOME TESTING SIGN OUT

ADVERTISED TENDERS

Open Tenders Other Tenders

Show entries Search:

Reference Number	Tender Name	Description	Briefing Session	Closing Date	Tender Status
TCC/2021/11/0031/RFQ	For the supply and installation of an air compressor	For the supply and installation of an air compressor for indoor shooting range that operates the laser system and supply air to air guns utilised during training and conduct maintenance on air supply system and hoses.		12/10/2021 12:00:00 PM	Closed View Details
TFR/2021/12/0014/RFQ	ELECTRICAL MATERIAL (CABLES)	SUPPLY AND DELIVERY OF ELECTRICAL MATERIAL (CABLES) FOR A ONCE OFF PERIOD		12/13/2021 4:00:00 PM	Closed View Details
TFR/2021/12/0017/RFQ	CRAC_JHB_36509.	FOR THE SUPPLY AND DELIVERY OF HIGH BACK CHAIRS FOR CTC OFFICES IN CENTRAL, EASTERN AND WESTERN REGIONS, FOR A ONCE OFF PERIOD.		12/14/2021 10:00:00 AM	Closed View Details
TFR/2021/12/0015/RFQ	CRAC-JHB-36313	FOR THE SUPPLY AND DELIVERY OF VARIOUS CLAMPS, TERMINAL LUGS, DROPPER CLIPS AND		1/13/2022 12:00:00	Closed View Details

When signed in, select "ADVERTISED TENDERS".

To manually search and change the view from Closed to Open, click twice on arrow next to "Tender Status". The arrow pointing down will change to blue and open tenders will be displayed.

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ADVERTISED TENDERS
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SIGN OUT

ADVERTISED TENDERS

Open Tenders
Other Tenders

Show
▼
entries
Search:

Reference Number	Tender Name	Description	Briefing Session	Closing Date	Tender Status	
TE/2022/04/0450/RFQ	VALVE:L-1 LOAD DET,WAGONS AIRBRAKE	VALVE:L-1 LOAD DET,WAGONS AIRBRAKE-062101802 VALVE; TYPE: L-1 LOAD DETECTOR, MEDIA FOR WHICH DESIGNED: WAGONS AIRBRAKE, CONNECTION TYPE: FLANGE, SPECIAL FEATURES: BLUE, WITHOUT PIPE BRACKET; SIMILAR ITEM: 062004338		4/8/2022 10:00:00 AM	Open	View Details
TE/2022/04/0494/RFQ	GEAR OIL	OIL, GEAR TYPE SYNTHETIC BRAND NAME MOBILGEAR SHC SERIES GRADE SCH 6800 VISCOSITY RATING 220 TO 320 FLASH POINT 234 DEG C COLOR ORANGE CONTAINER TYPE SACHET 250 G CONTAINER CAPACITY 14 KG FOR USE ON: 39-200 GM, 15E AND 19E LOCOMOTIVES		4/8/2022 10:00:00 AM	Open	View Details
TE/2022/04/0495/RFQ	SUPPLY OF CORROSION (NALCOOL) - APPROVED	ITEM NUMBER - 077807563 INHIBITOR, CORROSION; TYPE: COOL-C18, COLOR: RED,		4/8/2022 10:00:00	Open	View Details

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ADVERTISED TENDERS

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Other Tenders

Show
▼
entries
Search: TE/2022/04/0697/RFQ

Reference Number	Tender Name	Description	Briefing Session	Closing Date	Tender Status	
TE/2022/04/0697/RFQ	TE22-SRX-1FG-02068	STOP; TOP BUNK, OD 19.5 X HT 6.5 MM		4/13/2022 10:00:00 AM	Open	View Details

To search for a specific tender, the tender number, tender name or description can be used for searching.

ADVERTISED TENDERS

Open Tenders
Other Tenders

Show
▼
entries
Search: TE22-SRX-1FG-02068

Reference Number	Tender Name	Description	Briefing Session	Closing Date	Tender Status	
TE/2022/04/0697/RFQ	TE22-SRX-1FG-02068	STOP; TOP BUNK, OD 19.5 X HT 6.5 MM		4/13/2022 10:00:00	Open	View Details

When the tender has been identified, click on "View Details"

When the “View Details” has been selected, the following screen will be displayed where the attachments can be viewed or downloaded.

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TENDER DETAILS

Tender Details

Tender Reference Number	TE/2022/04/0697/RFQ
Name Of Tender	TE22-SRX-1FG-02068
Description	STOP; TOP BUNK, OD 19.5 X HT 6.5 MM
Tender Type	RFQ
Contact Person	Charl du Preez Transnet Engineering SLR
Contact Person Email Address	Charl.duPreez@transnet.net
Date Published	4/7/2022 3:51:47 PM
Closing Date	4/13/2022 10:00:00 AM
Briefing Date And Time	
Briefing Details	
Location Of Service	Coaches, Salt River

Briefing Session
Closing Date
4/13/2022 10:00:00 AM
Attachments

2.14 Standard Terms and Conditions of Contract f

2.18 Supplier Integrity Pact_April 2020_v1.pdf

2.19 Non Disclosure Agreement_April 2020_v1.pdf

2.9 Request for Quotations TE22-SRX-1FG-02068,

Log An Intent To Bid
☐

If interested to bid, on the same page there's an option to select: **Log an Intent to Bid**. Once selected, an option will appear to “**Submit Intent**” or “**Cancel**”. Click on **Submit Intent**

Tender Details

Tender Reference Number	TE/2022/04/0697/RFQ
Name Of Tender	TE22-SRX-1FG-02068
Description	STOP; TOP BUNK, OD 19.5 X HT 6.5 MM
Tender Type	RFQ
Contact Person	Charl du Preez Transnet Engineering SLR
Contact Person Email Address	Charl.duPreez@transnet.net
Date Published	4/7/2022 3:51:47 PM
Closing Date	4/13/2022 10:00:00 AM
Briefing Date And Time	
Briefing Details	
Location Of Service	Coaches, Salt River
Name Of Institution	TE
Tender Category	Goods
Tender Status	Open

Briefing Session
Closing Date
4/13/2022 10:00:00 AM
Attachments

2.14 Standard Terms and Conditions of Contract f

2.18 Supplier Integrity Pact_April 2020_v1.pdf

2.19 Non Disclosure Agreement_April 2020_v1.pdf

2.9 Request for Quotations TE22-SRX-1FG-02068,

Log An Intent To Bid
☒

Tender Details

Tender Reference Number

Name Of Tender

Description

Tender Type RFQ

Contact Person Charl du Preez Transnet Engineering SLR

Contact Person Email Address Charl.duPreez@transnet.net

Date Published 4/7/2022 3:51:47 PM

Closing Date 4/13/2022 10:00:00 AM

Briefing Date And Time

Briefing Details

Location Of Service

Name Of Institution

Tender Category

Tender Status

Intent to Bid

Your request to log an intent to bid has been successfully submitted.

Close

When the "Submit Intent" is selected, a message will appear to indicate that the request was successfully submitted. Click on close and wait for the next screen.

Briefing Session

Closing Date 4/13/2022 10:00:00 AM


Attachments

- 2.14 Standard Terms and Conditions of Contract for
- 2.18 Supplier Integrity Pact_April 2020_v1.pdf
- 2.19 Non Disclosure Agreement_April 2020_v1.pdf
- 2.9 Request for Quotations TE22-SRX-1FG-02068.pdf

Log An Intent To Bid

☒

[Submit Intent](#) [Cancel](#)



delivering freight reliably

HOME
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MY SUBMITTED INTENTS
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WELCOME TESTING
SIGN OUT

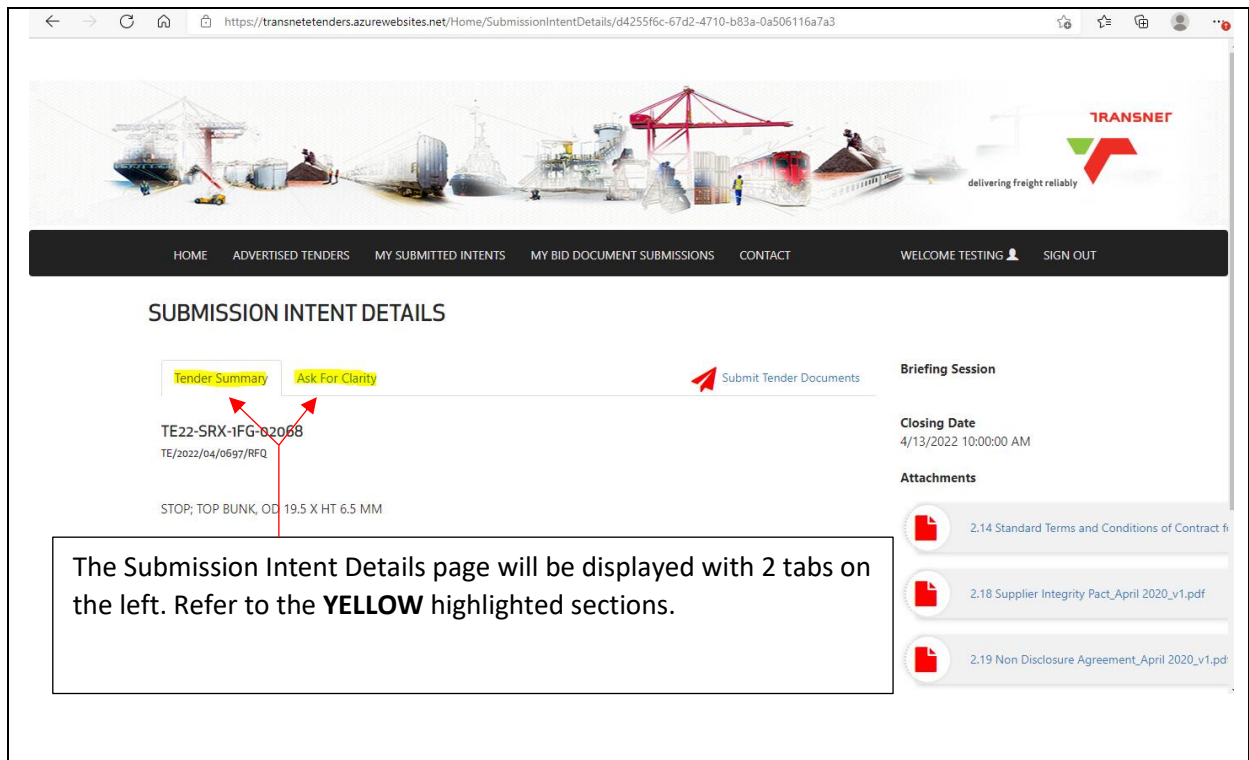
MY SUBMISSION INTENTS

Show 10 entries

Tender Reference Number	Name	Description Of Tender	Briefing Session Date	Closing Date	View Details
TE/2022/04/0697/RFQ	TE22-SRX-1FG-02068	STOP; TOP BUNK, OD 19.5 X HT 6.5 MM		4/13/2022 10:00:00 AM	View Details

Showing 1 to 1 of 1 entries

Previous 1 Next



https://transnettenders.azurewebsites.net/Home/SubmissionIntentDetails/d4255f6c-67d2-4710-b83a-0a506116a7a3

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SUBMISSION INTENT DETAILS

Tender Summary **Ask For Clarity** [Submit Tender Documents](#)

TE22-SRX-1FG-02068
TE/2022/04/0697/RFQ

STOP, TOP BUNK, OD 19.5 X HT 6.5 MM

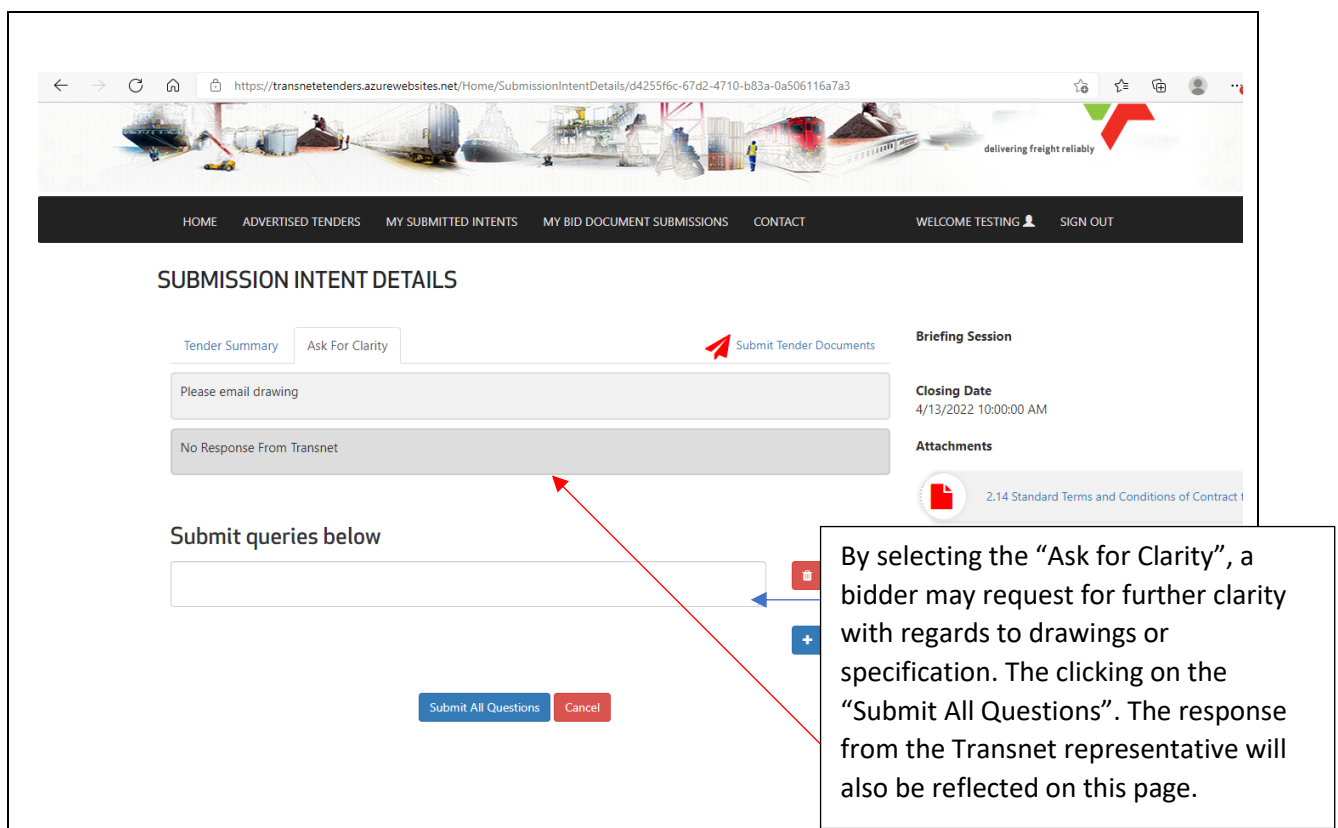
Briefing Session

Closing Date
4/13/2022 10:00:00 AM

Attachments

- 2.14 Standard Terms and Conditions of Contract fi
- 2.18 Supplier Integrity Pact_April 2020_v1.pdf
- 2.19 Non Disclosure Agreement_April 2020_v1.pdf

The Submission Intent Details page will be displayed with 2 tabs on the left. Refer to the **YELLOW** highlighted sections.



https://transnettenders.azurewebsites.net/Home/SubmissionIntentDetails/d4255f6c-67d2-4710-b83a-0a506116a7a3

HOME ADVERTISED TENDERS MY SUBMITTED INTENTS MY BID DOCUMENT SUBMISSIONS CONTACT WELCOME TESTING SIGN OUT

SUBMISSION INTENT DETAILS

Tender Summary **Ask For Clarity** [Submit Tender Documents](#)

Please email drawing

No Response From Transnet

Submit queries below

[Submit All Questions](#) [Cancel](#)

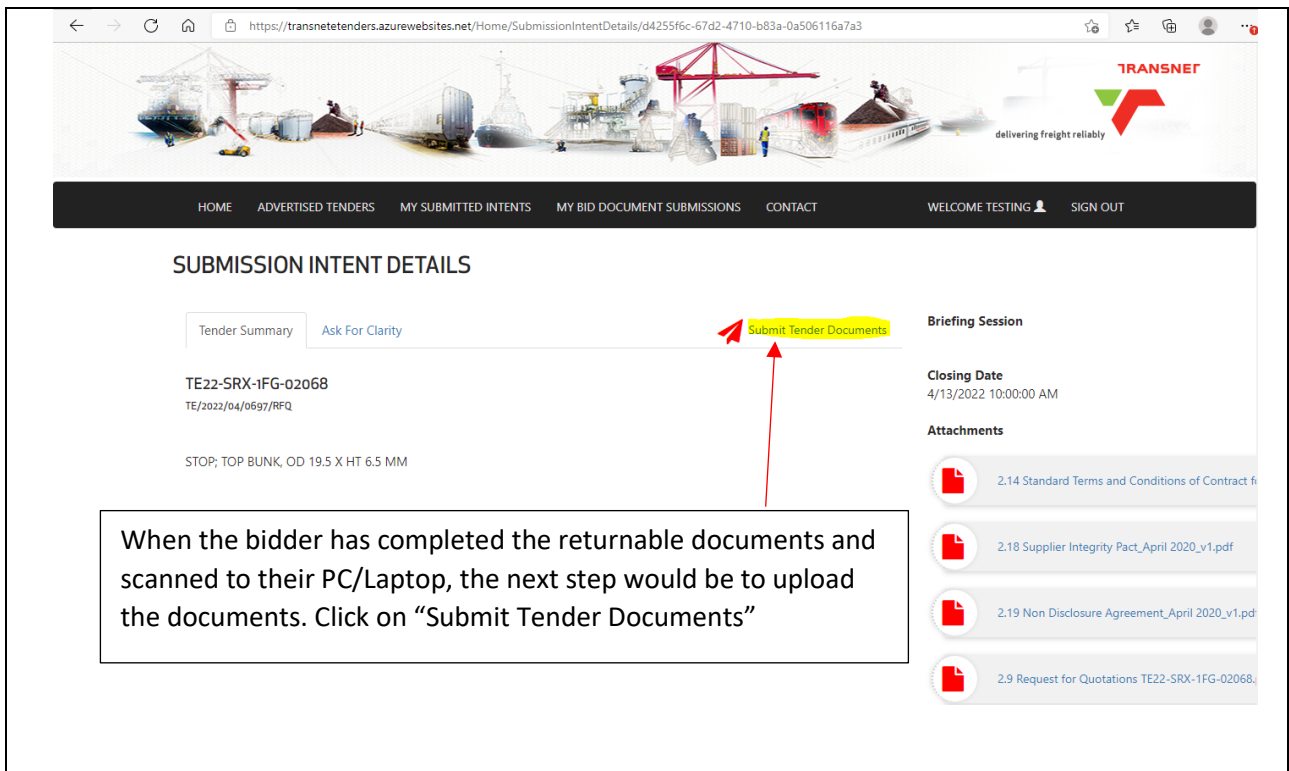
Briefing Session

Closing Date
4/13/2022 10:00:00 AM

Attachments

- 2.14 Standard Terms and Conditions of Contract 1

By selecting the "Ask for Clarity", a bidder may request for further clarity with regards to drawings or specification. The clicking on the "Submit All Questions". The response from the Transnet representative will also be reflected on this page.



Submission Intent Details

Tender Summary Ask For Clarity **Submit Tender Documents**

TE22-SRX-1FG-02068
TE/2022/04/0697/RFQ

STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

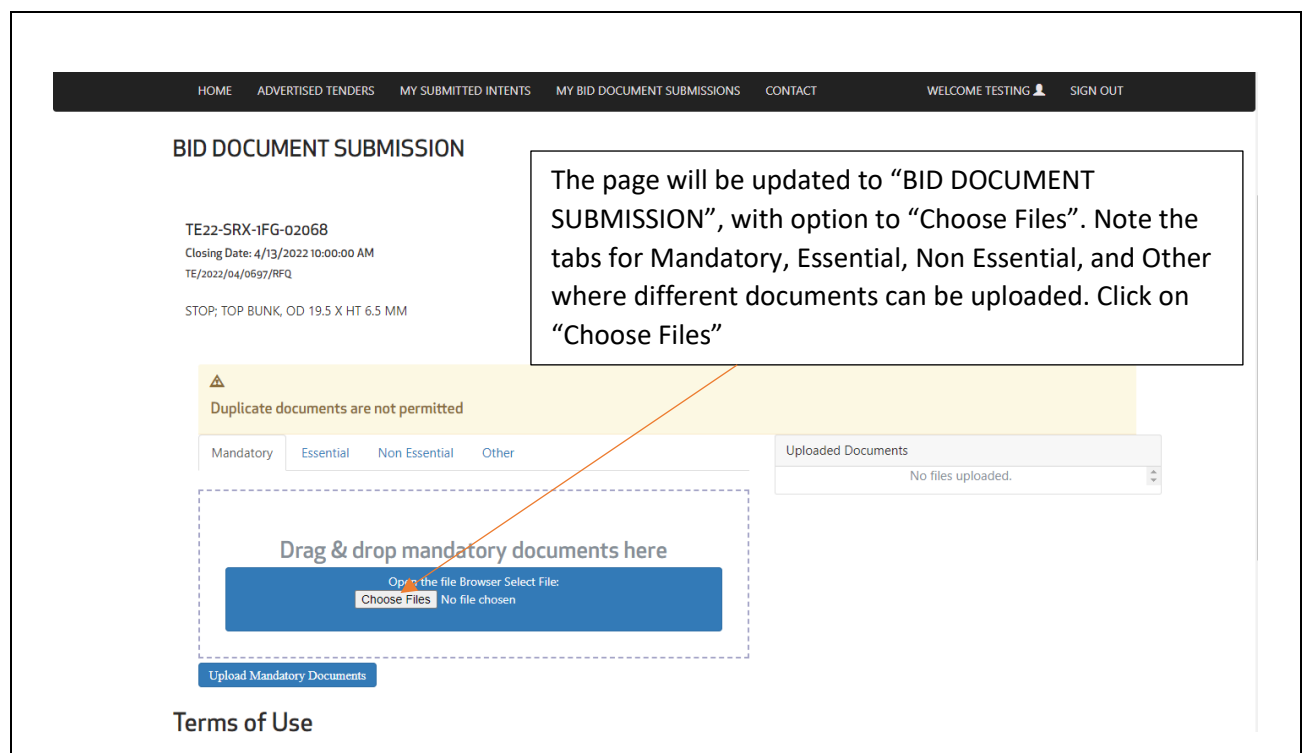
When the bidder has completed the returnable documents and scanned to their PC/Laptop, the next step would be to upload the documents. Click on “Submit Tender Documents”

Briefing Session

Closing Date
4/13/2022 10:00:00 AM

Attachments

- 2.14 Standard Terms and Conditions of Contract f
- 2.18 Supplier Integrity Pact_April 2020_v1.pdf
- 2.19 Non Disclosure Agreement_April 2020_v1.pdf
- 2.9 Request for Quotations TE22-SRX-1FG-02068.



BID DOCUMENT SUBMISSION

TE22-SRX-1FG-02068
Closing Date: 4/13/2022 10:00:00 AM
TE/2022/04/0697/RFQ

STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

The page will be updated to “BID DOCUMENT SUBMISSION”, with option to “Choose Files”. Note the tabs for Mandatory, Essential, Non Essential, and Other where different documents can be uploaded. Click on “Choose Files”

Duplicate documents are not permitted

Mandatory Essential Non Essential Other

Uploaded Documents
No files uploaded.

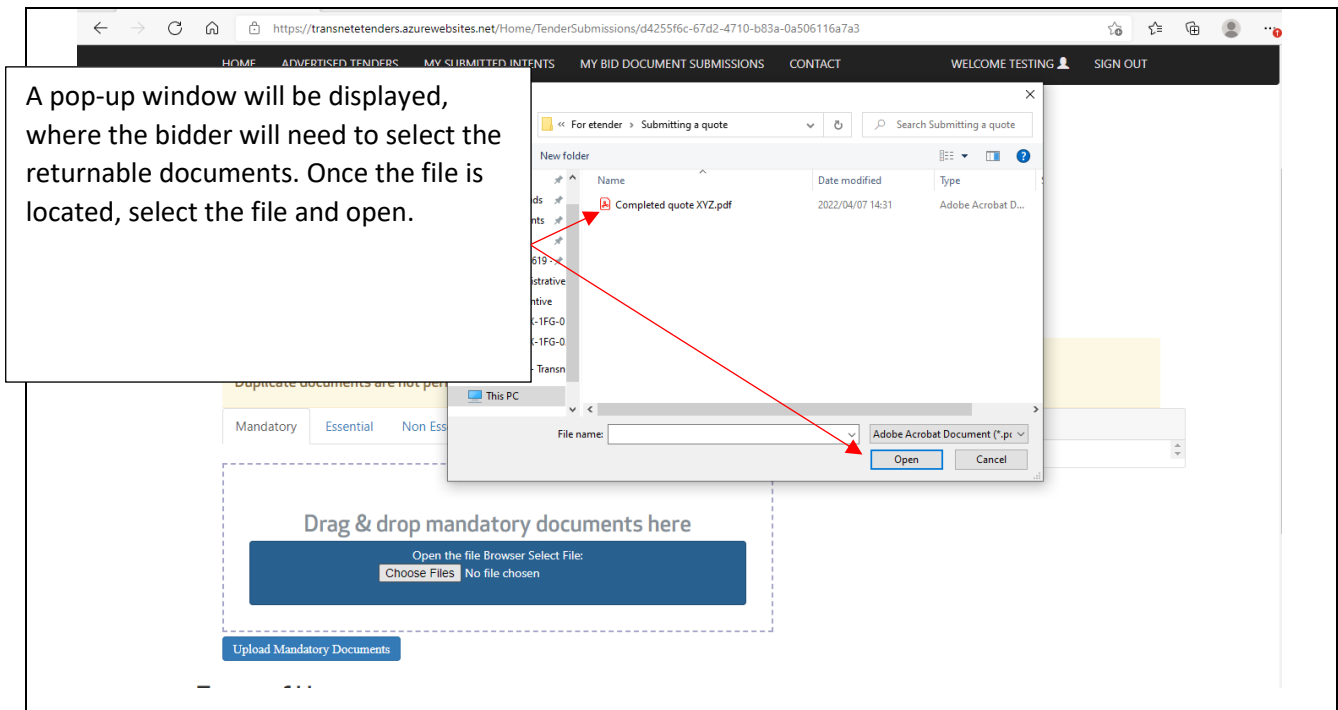
Drag & drop mandatory documents here

Open the file Browser Select File:
Choose Files No file chosen

Upload Mandatory Documents

Terms of Use

A pop-up window will be displayed, where the bidder will need to select the returnable documents. Once the file is located, select the file and open.



BID DOCUMENT SUBMISSION

TE22-SRX-IFG-02068
 Closing Date: 4/13/2022 10:00:00 AM
 TE/2022/04/0697/RFQ
 STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

Duplicate documents are not permitted

Mandatory Essential Non Essential Other

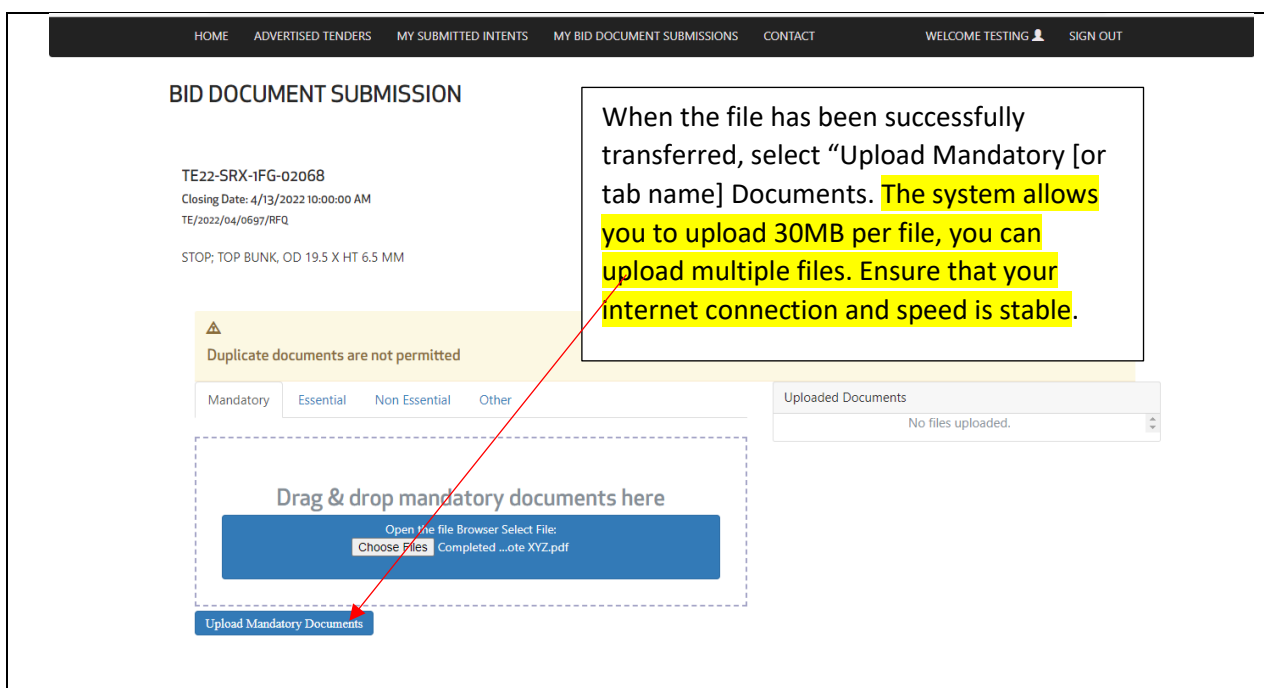
Drag & drop mandatory documents here

Open the file Browser Select File:
 Choose Files Completed ...ote XYZ.pdf

Upload Mandatory Documents

Uploaded Documents
 No files uploaded.

When the file has been successfully transferred, select "Upload Mandatory [or tab name] Documents. The system allows you to upload 30MB per file, you can upload multiple files. Ensure that your internet connection and speed is stable.



The “Uploaded Documents” section will be updated to confirm that the document was uploaded, then click on “Submit Bid”

TE/2022/04/0697/RFQ

STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

⚠ Duplicate documents are not permitted

Mandatory Essential Non Essential Other

Drag & drop mandatory documents here

Open the file Browser Select File:
Choose Files No file chosen

Upload Mandatory Documents

Uploaded Documents

Completed quote XYZ.pdf - Document Type: Mandatory Documents


Delete

Terms of Use

Information provided by the bidder through this portal constitute a binding bid submission/response and a commitment to deliver Transnet requirements. Kindly note that the system automatically ranks the outcome of the evaluation of price and BBBEE scoring based on the information provided. Pricing and BBBEE information provided is the responsibility of the bidder to ensure correctness and Transnet will only consider your latest submission made before the closing date.

← Back

→ Submit Bid



HOME ADVERTISED TENDERS MY SUBMITTED INTENTS **MY BID DOCUMENT SUBMISSIONS** CONTACT WELCOME TESTING SIGN OUT

MY BID DOCUMENT SUBMISSIONS

Show 10 entries Search:

Tender Reference Number	Name	Date Submitted	Company Name	View Details
TE/2022/04/0697/RFQ	TE22-SRX-1FG-02068	4/8/2022 8:59:06 AM	Transnet Engineering	View Details

Showing 1 to 1 of 1 entries

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The screen will progress to “**MY BID DOCUMENT SUBMISSION**”, where the “**View Details**” can be selected to confirm that all required information is submitted correctly.

The Tender

T1.2 TENDER DATA

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

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

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

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

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



C.1.4	The Employer's agent is:	Procurement Officer
	Name:	Nondumiso Cele
	Address:	Transnet National Ports Authority 237 Mahatma Gandhi Road, Point Durban 4001
	Tel No.	031 361 2239
	E – mail	Nondumiso.Cele2@transnet.net

C.2.1 Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:

1. Stage One - Eligibility with regards to attendance at the compulsory clarification meeting:

An authorised representative of the tendering entity or a representative of a tendering entity that intends to form a Joint Venture (JV) must attend the compulsory clarification meeting in terms C2.7

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

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 **5GB 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 **5GB or higher** class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations.

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



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

3. Stage Three - Functionality:

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

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

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

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

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

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
C2.15.1 offer are as follows:

Identification details:

The tender documents must be uploaded with:

- Name of Tenderer: (insert company name)
- Contact person and details: (insert details)
- The Tender Number:
- The Tender Description

Documents must be marked for the attention of:

Employer's Agent:

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

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

Time: **16:00pm** on the **21 September 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 case of all EMEs and QSEs with 51% Black ownership or more together with the tender;

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

4. Proof of registration on the Central Supplier Database;

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

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

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

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

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

Functionality Criteria

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

Functionality criteria	Sub-criteria	Sub-criteria points	Maximum number of points
T2.2-03 Programme	-Work Breakdown Structure in logical order	3	10
	-Durations and Dates for all work is shown	3	
	-Provision for Time Risk Allowance (TRA).	1	
	- Key milestones and critical paths in MS project /primavera format and Basis of schedule aligned with the programme.	3	
T2.2-04 Quality Management	- Quality Plan	4	10
	- Quality Control Plans	4	
	- Quality Policy	2	
T2.2-05 Environmental Management	- Policy	4	10
	- Checking, Monitoring and Measuring Procedures	6	
T2.2-06 Health and Safety Requirements	- Safety, Health & Environmental Policy	1	15
	- Roles & Responsibilities	2	
	- Overview of the Baseline risk assessment	4	
	- Safety Questionnaire	6	
	- Cost Breakdown Sheet	2	



T2.2-07 Approach Paper	- The method statement must respond to the scope of work and outline the proposed methodology including that relating to the Programme, quality, health and safety and environmental considerations.	14	25
	- Explain his/her understanding of the objectives of the assignment and the Employers stated and implied requirements.	11	
T2.2-08 Previous Experience	- Building refurbishment projects	10	30
	- Traceable reference letters	10	
	- Certificate of completion	10	
Maximum possible score for Functionality			100

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

- T2.2-03 Programme
- T2.2-04 Quality Management
- T2.2-05 Environmental Management
- T2.2-06 Health and Safety Requirements
- T2.2-07 Approach Paper
- T2.2-08 Previous Experience

Each evaluation criteria will be assessed in terms of scores of 0, 20, 40, 60, 80 or 100. The scores of each of the evaluators will be averaged, weighted, and then 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.

- C3.11. 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."**

- C.3.11. In terms of Transnet Preferential Procurement Policy (TPPP) and Procurement Manuals, the following preference points must be awarded to a bidder who provides the relevant required evidence for claiming points.

Specific Goals	Number of points (80/20 system)
B-BBEE Status Level of Contributor 1 or 2	10
30% Black Women Owned Entities	5
+50% Black Youth Owned Entities	5
Non-compliant and/or B-BBEE Level 3-8 contributors	0
Specific Goals	Number of points 20

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

Specific Goals	Acceptable Evidence
B-BBEE Status Level of Contributor 1 or 2	B-BBEE Certificate / Sworn-Affidavit / CIPC Certificate / 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 Certificate / B-BBEE Certificate (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines
+50% Black Youth Owned Entities	B-BBEE Certificate / Sworn-Affidavit / CIPC Certificate / B-BBEE Certificate (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines

The maximum points for this bid are allocated as follows:

DESCRIPTION	POINTS
PRICE	80
B-BBEE Status Level of Contributor 1 or 2 = 10	20
30% Black Women Owned Entities = 5	
+50% Black Youth Owned Entities = 5	
Non-compliant and/or level 3-8 contributors = 0 points	
Total points for Price and Specific Goals must not exceed	100

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

Specific Goals	Acceptable Evidence
B-BBEE Status Level of Contributor 1 or 2	B-BBEE Certificate / Sworn-Affidavit / CIPC Certificate / 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 Certificate / B-BBEE Certificate (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines
+50% Black Youth Owned Entities	B-BBEE Certificate / Sworn-Affidavit / CIPC Certificate / B-BBEE Certificate (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines

Tender offers will only be accepted if:

C.3.13

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

the tenderer:

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

- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise, and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data and
- f) is able, in the option of the employer to perform the contract free of conflicts of interest.

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

Annex C

Standard Conditions of Tender

C.1 General

C.1.1 Actions

C.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

C.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

C.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

C.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

C.1.3 Interpretation

C.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

C.1.3.2 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

C.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

a) **conflict of interest** means any situation in which:

- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
- ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
- iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.

b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;

- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

C.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

C.1.5 Cancellation and Re-Invitation of Tenders

C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if-

- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.
- d) there is a material irregularity in the tender process.

C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised

C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

C.1.6 Procurement procedures

C.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

C.1.6.2 Competitive negotiation procedure

C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

C.1.6.3.2 Option 2

C.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

C.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

C.2 Tenderer's obligations

C.2.1 Eligibility

C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

C.2.2 Cost of tendering

C.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

C.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

C.2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

C.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

C.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

C.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

C.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

C.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.

C.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

C.2.10 Pricing the tender offer

C.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the tender data.

C.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

C.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

C.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

C.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

C.2.12 Alternative tender offers

C.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

C.2.12.2 Accept that an alternative tender offer must be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

C.2.13 Submitting a tender offer

C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

C.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

C.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

C.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

C.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

C.2.15 Closing time

C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

C.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

C.2.16 Tender offer validity

C.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".

C.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

C.2.18 Provide other material

C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.

Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

C.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

C.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

C.2.20 Submit securities, bonds and policies

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

C.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

C.2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within twenty-eight (28) days after the expiry of the validity period stated in the tender data.

C.2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

C.3 The employer's undertakings**C.3.1 Respond to requests from the tenderer**

C.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

C.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

C.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

C.3.3 Return late tender offers

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

C.3.4 Opening of tender submissions

C.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where

applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.

C.3.4.3 Make available the record outlined in C.3.4.2 to all interested persons upon request.

C.3.5 Two-envelope system

C.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

C.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

C.3.6 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

C.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

C.3.8 Test for responsiveness

C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

C.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

C.3.9 Arithmetical errors, omissions and discrepancies

C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
 - (i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - (ii) the summation of the prices.

C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

C.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

C.3.11 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.

Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.
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The activities associated with evaluating tender offers are as follows:

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

C.3.11.1 General

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

C.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

C.3.13 Acceptance of tender offer

Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- c) has the legal capacity to enter into the contract;
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
- e) complies with the legal requirements, if any, stated in the tender data; and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

C.3.14 Prepare contract documents

C.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents and
- c) other revisions agreed between the employer and the successful tenderer.

C.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

C.3.15 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

C.3.16 Registration of the award

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the cidb Register of Projects.

C.3.17 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

C.3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

Part T2: Returnable Documents

T2.1: List of Returnable Documents

T2.1 List of Returnable Documents

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

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

T2.2-02 **Stage Two as per CIDB: Eligibility Criteria Schedule – 5GB or higher**

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

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

T2.2-04 **Evaluation Schedule:** Quality Management

T2.2-05 **Evaluation Schedule:** Environmental Management

T2.2-05a **Evaluation Schedule:** Declaration Form

T2.2-06 **Evaluation Schedule:** Health and Safety Management

: TNPA Estimate Health and Safety Cost Breakdown

: Health, Safety Questionnaire

T2.2-07 **Evaluation Schedule:** Approach paper

T2.2-08 **Evaluation Schedule:** Previous Experience

2.1.3 Returnable Schedules:

General:

T2.2-09 Intention to Tender

T2.2-10 Authority to submit Tender

T2.2-11 Record of addenda to tender documents

T2.2-12 Letter of Good Standing

T2.2-13 Risk Elements

T2.2-14 Proposed Organisation Staffing

T2.2-15 Site Establishment requirements

T2.2-16 Availability of Equipment and Other Resources

T2.2-17 Capacity and Ability to meet Delivery Schedule

T2.2-18 List of Sub-Contractors

2.1.4 Agreement and Commitment by Tenderer:

T2.2-19 DPIP or FPPO

T2.2-20 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")

T2.2-21 Non-Disclosure Agreement

T2.2-22 RFP Declaration Form

T2.2-23 Service Provider Integrity Pact

T2.2-24 Certificate of Acquaintance with Tender Document

T2.2-25 RFP – Breach of Law

T2.2-26 CIDB SFU ANNEX G Compulsory Enterprise Questionnaire

T2.2-27 Supplier Code of Conduct

T2.2-29 Organogram & CVs of Key Persons

2.1.5 Bonds/Guarantees/Financial/Insurance:

T2.2-30 Insurance provided by the Contractor

T2.2-31 Form of Intent to provide a Performance Guarantee

T2.2-32 Forecast Rate of Invoicing

T2.2-33 Three (3) years audited financial statement

2.1.6 Transnet Vendor Registration Form:

T2.2-34 Transnet Vendor Registration Form

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

2.3 C1.2 Contract Data

2.4 C1.3 Forms of Securities

2.5 C2.1 Pricing Instructions (Bill of Quantities)

2.6 C2.2 Bill of Quantities

T2.2: Returnable Schedules

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

This is to certify
that

(Company
Name)

Represented
by:

(Name and
Surname)

Was represented at the compulsory tender clarification meeting

Held at:		
On (date)		Starting time:

Particulars of person(s) attending the meeting:

Name

Signature

Capacity

Attendance of the above company at the meeting was confirmed:

Name

Signature

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

Date

T2.2-02: Eligibility Criteria Schedule - CIDB Grading Designation**Note to tenderers:**

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

CRS Number	Status	Grading	Expiry Date

- 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 **5GB 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 **5GB 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.

**These Schedules are required for
Evaluation Purposes**

T2.2-03: Evaluation Schedule: Programme

Note to tenderers:

Programme

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

The tenderer shall provide **a Level 4 programme (activity based schedule to monitor construction)** showing but not limited to the following:

- Ability to execute the *works* in terms of the *Employer's* requirements and within the required timeframe indicating, in a logical sequence, the order and timing of the construction that will take place in order to Provide the Works clearly indicating the capacity & capability to achieve the dates stated in the Contract Data.
- The *Contractor* indicates how he plans in achieving the following dates and clearly demonstrates them on the schedule by complying with Clause 31.2 of the NEC ECC – Initiates *starting date*, *access dates*, *key dates*, planned Completion, Sectional Completion Dates & Completion Date.
- In addition, the Programme must clearly demonstrate adequate provisions for Time Risk Allowance (TRA). Time Risk Allowances are not float, are owned by the Tenderer, can be included in the activity duration and illustrated in the schedule in a code field or as an attachment.
- The Programme must clearly support and demonstrate alignment to the Approach Paper as contained under T.2.2-07. In addition, annexed to the Programme, a basis of schedule document is required, stipulating, but not limited to, underlying assumptions, conditions, constraints, and approach to Providing the Works as detailed in the Programme.

Score 10 Points				
	Ability to execute the works in terms of the <i>Employer's</i> requirements and within the required timeframe indicating, in a logical sequence, the order and timing of the construction that will take place to Provide the Works clearly indicating the capacity & capability to achieve the dates stated in the Contract Data.	The <i>Contractor</i> indicates how he plans in achieving the following dates and clearly demonstrates them on the schedule by complying with Clause 31.2 of the NEC ECC – Initiates <i>starting date, access dates</i> , Key Dates, planned Completion, Sectional Completion Dates & Completion Date.	The Programme must clearly demonstrate adequate provisions for Time Risk Allowance (TRA). Time Risk Allowances are not float, are owned by the Tenderer, can be included in the activity duration, and illustrated in the schedule in a code field or as an attachment.	The Programme must clearly support and demonstrate alignment to the approach paper as contained under T.2.2-07. In addition, annexed to the Programme, a basis of schedule document is required, stipulating, but not limited to, underlying assumptions, conditions, constraints, and approach to Providing the <i>works</i> as detailed in the Programme.
	3	3	1	3
Score 0	The Tenderer has submitted no information to determine a score.	The Tenderer has submitted no information to determine a score.	The Tenderer has submitted no information to determine a score.	The Tenderer has submitted no information to determine a score.
Score 20	The programme is not acceptable	The tenderer has addressed	The tenderer has not	No alignment between

	as it will not satisfy project objectives or requirements as per the scope of work. The tenderer has misunderstood the Scope of Work and does not deal with the critical aspects of the overall programme/Work Breakdown Structure element in question as a subset of the overall project.	less than half the date requirements and the submission contains critical logic and sequencing errors which renders it unrealistic /unachievable.	demonstrated Time Risk Allowance (TRA).	programme and approach paper.
Score 40	The programme is generic, not practical, and unrealistic. The tenderer has misunderstood certain aspects of the Scope of the Works and does not deal with the critical aspects of the project/ Work Breakdown Structure element in question as a subset of the overall project.	The tenderer has addressed more than half but not all the date requirements however, the submission still has critical logic and sequencing errors which renders it unrealistic /unachievable.	The tenderer has demonstrated inadequate provision for Time Risk Allowance (TRA) i.e., TRA is insufficient and not assigned to specific activities and/or critical components of the scope which are known to be subject to uncertainty.	Critical errors and or omissions in alignment between programme and approach paper. The basis of schedule documentation contains critical errors and as such does not fully support the programme model.
Score 60	<ul style="list-style-type: none"> The Programme must be in Microsoft Project/ Primavera software. 	The tenderer has addressed all date requirements correctly, however still has		Minor errors and or omissions in alignment between programme and



	<ul style="list-style-type: none"> ▪ The overall programme/ WBS element in question addresses specific project objectives. ▪ The programme/WBS element in question is complete and sufficiently decomposed, as demonstrated in the overall project WBS which fully encompasses project/WBS element scope as detailed but not limited to the Works Information and Engineering Specification; ▪ The programme/WBS element in question is not adequately predictive in that it contains minor errors or omissions in critical path/s. ▪ Activity duration estimates demonstrate the fact that the programme does not present an accurate model of project risk. ▪ The programme/WBS element 	<p>minor errors and omissions in the logic and sequencing, but adequately dealt with the overall project execution.</p>		<p>approach paper.</p> <p>The basis of schedule documentation contains sufficient detail; minor errors still exist however critical aspects of programme model are adequately substantiated.</p> <p>Submission contains the minimum requirements as stipulated.</p>
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	<p>complies with some but not all the stipulations of NEC ECC Clause 31.2.</p> <ul style="list-style-type: none"> ▪ The programme/WBS element adequately demonstrates the sequence, methodology, resource allocations, and underlying approach to provision of the <i>works</i>, in line with the requirements of the <i>Works Information</i> and Engineering Specification, as such adequately deals with the critical characteristics of overall project execution. ▪ The programme does not demonstrate the Contractor's understanding of the critical success factors and risks associated with provision of the <i>works</i>. 			
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<p>Score 80</p>	<ul style="list-style-type: none"> ▪ The Programme must be in Microsoft Project/ Primavera software. ▪ The overall programme/ WBS element in question addresses specific project objectives. ▪ The programme/WBS element in question is complete and sufficiently decomposed, as demonstrated in the overall project WBS which fully encompasses project/WBS element scope as detailed but not limited to the Works Information and Engineering Specification; ▪ The programme/WBS element in question is transparent in the demonstration of its basis; ▪ The programme/WBS element in question is predictive in that it provides meaningful critical path/s and an accurate/realistic 	<p>The tenderer has addressed all date requirements correctly and submission contains logic and sequencing which is accurate and renders the submission realistic and achievable.</p>		<p>Programme and approach paper are fully aligned, and submission contains no critical errors or omissions. The basis of schedule documentation contains sufficient detail, no critical errors, or omissions and as such fully supports the programme model.</p>
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	<p>model of project risk, the latter as demonstrated in activity duration estimates;</p> <ul style="list-style-type: none">▪ The programme/WBS element in question contains logic that is horizontally and vertically traceable;▪ The programme/WBS element in question is usable, as it allows for effective management decision making and action.▪ The programme/WBS element complies with the stipulations of NEC ECC Clause 31.2.▪ The programme/WBS element adequately demonstrates the sequence, methodology, resource allocations, critical success factors, risks, and underlying approach to provision of the <i>works</i>, in line with the requirements of the			
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	Works Information and Engineering Specification, as such adequately deals with the critical characteristics of overall project execution.			
Score 100	Besides meeting the above "80" rating, the important issues are approached in an innovative and efficient way.	Besides meeting the above "80" rating, the important issues are approached in an innovative and efficient way.	The tenderer has demonstrated adequate provision for Time Risk Allowance (TRA) i.e., TRA in sufficient quantities, correctly assigned to specific activities and/or critical components of the scope which are known to be subject to uncertainty.	Besides meeting the above "80" rating, the tenderer has exceeded the required expectations.

T2.2-04: Evaluation Schedule - Quality Management

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

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

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

Quality Control Plans/Inspection and Test Plans (QCP's/ITP's) specific to the Project but not limited to:

1. Building Works

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

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

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

A signed **Quality Policy** based on International Organisation for Standardisation (ISO 9001) that displays the five key policy requirements and is appropriate to the purpose and context of the organization and supports its strategic direction.

These requirements include:

1. is appropriate to the purpose and context of the organisation and supports its strategic direction,
2. provides framework for setting quality objectives,
3. includes a commitment to satisfy applicable requirements,
4. includes a commitment to continual improvement of QMS, and
5. is communicated and understood within the organisation.

Attached submissions to this schedule:

The scoring of the Quality Plan will be as follows:

	Evaluation Category	Maximum Score	Evaluation Criteria	Rating
Quality Requirements (10 Points)	Project Quality Plan (as per QAL-STD-0001) The Project Quality Plan (PQP) details how the Contractor’s Quality System will be applied to the Scope of Work specified in the contract and shall include the following as key elements: <div><div>1. Include a description of the Contractor’s Project organization, with key positions and responsibilities identified and individuals named. The organization structure shall also indicate resources committed to the management and co-ordination of Quality Assurance/Quality Control (QA/QC) activities.</div><div>2. Provide a description of how documents provided by Transnet to the Contractor are to be managed. Documentation management/control</div><div>3. Include all quality activities relevant to the Scope of Work, identifying all procedures, reviews, audits, controls and records used to control and verify compliance with specified Contractual requirements.</div><div>4. Include a listing of all Quality Control Plans (QCP’s) and associated Field Inspection Checklist (FIC’S), as applicable.</div><div>5. Include a listing of all Special Processes (e.g., welding, non-destructive testing, cube testing etc.) envisaged for use.</div><div>6. Control of externally provided services.</div></div>	4	No response	0
	Only Two (2) or below of Six (6) key elements met		20	
	Three (3) of Six (6) key elements met		40	
	Four (4) of Six (6) key elements met		60	
	Five (5) of Six (6) key elements met		80	
	All Six (6) and above of the key elements met		100	
	Quality Control Plans (as per QAL-STD-0001) Quality Control Plan (QCP) specific to the Project but not limited to: 1. Building Works The Quality Control Plan shall be Project Specific as per the Scope of Work and shall include the following as key elements:	4	No response	0
One (1) of Five (5) key elements met	20			
Two (2) of Five (5) key elements met	40			

	<ol style="list-style-type: none"> Detailed sequence of activities (construction/refurbishments) Include all procedures/code specifications Include all intervention points (i.e., hold, witness, verify) Include all Verification documentation/Field inspection checklist Include all relevant signatories (i.e., Contractor, Approved Inspection Authority (AIA), Transnet) 		Three (3) of Five (5) key elements met	60
			Four (4) of Five (5) key elements met	80
			All 5 key elements are met	100
	<p>Quality Policy</p> <p>Quality Policy shall include the following key policy elements:</p> <ol style="list-style-type: none"> is appropriate to the purpose and context of the organisation and supports its strategic direction, provides framework for setting quality objectives, includes a commitment to satisfy applicable requirements, includes a commitment to continual improvement of QMS, and is communicated and understood within the organisation. 	2	No response	0
			One (1) of Five (5) key policy elements met	20
			Two (2) of Five (5) key policy elements met	40
			Three (3) of Five (5) key policy elements met.	60
			Four (4) of Five (5) key elements met	80
			All Five (5) key elements met	100

T2.2-05: Evaluation Schedule - Environmental Management

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

- 009-TCC-CLO-SUS-11386Rev 1.0 Standard Operating Procedure: Construction Environmental Management (SOP: CEM);
- 009-TCC-CLO_SUS-11385 Standard Operating Procedure: Minimum Environmental Management Specifications (MEMS)
- 009-TRN-CLO-SUS-8848 Transnet Asbestos Management Procedure
- Transnet Integrated Management System (TIMS) Policy Commitment Statement; and
- Project Environmental Specification (PES) which includes TNPA minimum standards as contained in the following documents:
- Waste management Permit
- AMAFA permit

The tenderer must provide a project specific Environmental Management System (EMS) based on an International Standard to address the elements of the system. These elements must include the following,

- The signed Environmental **Policy** based on International Organization for Standardization (ISO) that displays all key components of Top management's commitments namely;
- Regulatory compliance and other requirements
- Commitment to Pollution prevention
- Continual improvement
- Provides framework for setting and reviewing objectives and targets and
- Communication of Policy to all employees working for or on behalf of the Contractor

An unsigned or undated policy will be scored '20'

- Tender to provide a signed declaration of understanding as part of the returnable acknowledging understanding thereof and the budget provision for the implementation of environmental management requirements.
- The tenderer must provide **procedures** for checking, monitoring, and measuring the performance of the Environmental Management System. The tenderer must provide written procedures for (A-E) below.
 - A. Waste management (general & hazardous)
 - B. The evaluation of compliance
 - C. Reporting of Non-conformance, initiating of corrective and preventative action.
 - D. Handling and Investigation of Environmental incidents.
 - E. Control of Environmental Records

Each of the procedures must include insight into the (6 M's)

- Methods to be used
- Manpower requirements
- Money/Materials, financial requirements, resources, and capacity to undertake the works
- Measurement in terms of performance objectives, key performance indicators or targets
- Machinery, equipment, basic tools required
- Management reporting and communication requirements

Attached submissions to this schedule:

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

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

	Policy	Checking, Monitoring and Measuring Procedures
Points (10)	4	6
Score 0	The Tenderer has submitted no information to determine a score	The Tenderer has submitted no information to determine a score
Score 20	Policy addresses 1 of the required elements and will most likely fail to meet the <i>Employer's</i> requirements OR the Policy is unsigned or undated.	The procedures provided will not meet the Employer's requirements. Only 1 of the procedures are provided or No insight is provided in the procedures in describing the necessary focus area as outlined under the 6M's.
Score 40	Policy addresses 2 of the required elements and is unlikely to meet the <i>Employer's</i> requirements	The procedures may meet the Employer's requirements. Only 2 of the procedures (A-E) are addressed. or The 6M's are inadequately addressed. Much more detail will need to be provided under the 6 M's in order for the procedures to be comprehensive.
Score 60	Policy addresses 3 of the required elements and is possibly able to meet the <i>Employer's</i> requirements	At least 3 of the procedures (A-E) are addressed. The 6M's are reasonably addressed.



		The procedures will reasonably meet the Employer's requirements. They could be refined.
Score 80	Policy addresses 4 of the required elements and is likely to ensure compliance with the stated <i>Employer's</i> requirements	<p>All 4 of the procedures (A-E) are addressed.</p> <p>The procedures (A-E) are adequately addressed and will produce the required outcomes.</p> <p>The procedures will meet the Employer's stated requirements.</p>
Score 100	<p>Policy addresses 5 of the required elements and will meet the <i>Employer's</i> requirements:</p> <ul style="list-style-type: none"> • Regulatory compliance and other requirements • Commitment to Pollution prevention • Continual improvement • Provides framework for setting and reviewing objectives and targets and • Is communicated to all employees working for or on behalf of the organization 	<p>All procedures (A-E) and all the 6 M's are extensively addressed.</p> <p>The procedures will meet the Employer's requirements with ingenuity and best practice.</p>

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

Submit the following documents as a minimum with your tender:

1. Safety, Health & Environmental Policy signed by the Chief Executive Officer. List the five elements -
 - Commitment to Safety, prevention of pollution,
 - Continual improvement,
 - Compliance to legal requirements, appropriate to the nature of contractor's activities,
 - Hold management accountable for development of the safety systems.
 - Include objectives and targets.
2. Roles & Responsibilities, such as S16.2 CEO, CR8.1 Construction Manager, CR8.5 Safety officer, CR8.7 Construction Supervisor, CR9.1 Risk Assessor, 17.1 SHE Reps, etc. as per the Occupational health and safety Act 85 of 1993 and COVID -19 Compliance Officer.
3. Overview of the project specific Task Risk Assessment (RA), indicating major activities of the project namely:
 - Roofing and side cladding
 - Asbestos roof removal and disposal
 - Demolitions adjoining buildings
 - Warehouse steel work
 - Ceiling boards installation
 - Flooring and walls high pressure cleaning
 - Painting
 - Concrete Works
 - Fencing
 - Plumbing and Sanitary Installations
4. Complete and return with tender documentation the Contractor Safety Questionnaire included to this Evaluation Schedule as a returnable, attach all required supporting documents and complete your company three-years synopsis of SHE incidents, description, type and action taken to prevent re-occurrence.
5. Evidence that the Principal Contractor have made adequate provisions for the cost of Health & Safety "Activity Schedule": CR 3(5) (b)(iii) read with CR 5(1)(g)

Attached submissions to this schedule:

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

Points (15)	1	2	4	6	2
	Policy (State points allocated) 1) Commitment to Safety, prevention of pollution, 2) Continual improvement, 3) Compliance to legal requirements, appropriate to the nature of contractor's activities, 4) Hold management accountable for development of the safety systems, 5) Include objectives and targets.	Roles & Responsibilities 1) S16.2 CEO 2) 8.1 Construction Manager - SACPCMP registration as Pr. Construction Manager, 3) 8.5 SACPCMP Registered Construction Health and Safety officer, 4) 8.7 Construction Supervisor, 5) 9.1 Risk Assessor, 6) 17.1 SHE Rep as per the Occupational health and safety Act 85 of 1993 and 7) COVID-19 Compliance Officer	Overview of the Baseline risk assessment Indicating major activities of the project i.e., installation, commissioning and handover of the following packages: 1) Roofing and side cladding 2) Asbestos roof removal and disposal 3) Demolitions adjoining buildings 4) Warehouse steel work 5) Ceiling boards installation 6) Flooring and walls high pressure cleaning 7) Painting 8) Concrete Works 9) Fencing 10) Plumbing and Sanitary installations	Safety Questionnaire Complete and return with tender documentation the Contractor Safety Questionnaire with required all supporting documentation included as an Annexure.	Cost Breakdown Sheet. Submission of completed cost breakdown sheet covering health and safety budget allocation.
Score 0	The Tenderer has submitted no information to determine a score.				
Score 20	1 of the 5 key policy components are recognized and meet the Employer's requirement and it is signed by the Chief Executive	≤2 of the 7 Roles and responsibilities are in compliance as per the Works Information and meet the Occupational health and safety Act as per construction regulations	1 ≤ 2 submitted task risk assessment specific to the project and covers all the outline sub-activities, applicable to the task.	Information supplied is totally insignificant / inadequate to achieve the required standard of service and total score of supporting documents as per	Health and safety Budget submitted is totally insignificant / inadequate to achieve the required standard of service, 0% - 1% of the tender value.

	Officer.	and TNPA health and safety specification.		the allocated points on the returnable safety questionnaire.	
Score 40	2 of the 5 key policy components are recognized and meet the Employer's requirement and it is signed by the Chief Executive Officer.	2 ≤ 4 of the Roles and responsibilities are in compliance as per the Works Information and meet the Occupational health and safety Act as per construction regulations and TNPA health and safety specification.	3 ≤ 4 submitted task risk assessment specific to the project and covers all the outline sub-activities, applicable to the task.	Poor response / answer / solution lacks convincing evidence, medium risk that stated Employer's requirements will not be met and total score of supporting documents as per the allocated points on the returnable safety questionnaire.	Health and safety Budget submitted is insignificant / inadequate / answer / solution to the returnable, Employer's health and safety requirements will not be met, between 1% and 2% of the tender value.
Score 60	3 of the 5 key policy components are recognized and meet the Employer's requirements and it is signed by the Chief Executive Officer.	5 of the 7 Roles and responsibilities are in compliance as per the Works Information and meet the Occupational health and safety Act as per construction regulations and TNPA health and safety specification.	6 ≤ 7 submitted task risk assessment specific to the project and covers all the outline sub-activities, applicable to the task.	Satisfactory response / answer / solution to the particular aspect of the requirement, evidence given that the stated Employer's requirements will be met and total score of supporting documents as per the allocated points on the returnable safety questionnaire.	Health and safety Budget submitted is Satisfactory response / answer / solution to the returnable, Employer's health and safety requirements will be met, from 2% to 3% of the tender value.
Score 80	4 of the 5 key policy components are recognized and meets the Employer's	6 of the 7 Roles and responsibilities are in compliance as per the Works Information and meet the	8 ≤ 9 submitted task risk assessment specific to the project and covers all the outline sub-activities, applicable to the task.	Good response / answer / solution which demonstrates real understanding and	Health and safety Budget submitted is good response / answer /solution to the

	requirements and it is signed by the Chief Executive Officer.	Occupational health and safety Act as per construction regulations and TNPA health and safety specification.		evidence of ability to meet stated Employer's requirements and total score of supporting documents as per the allocated points on the returnable safety questionnaire.	returnable, Employer's health and safety requirements will be met, between 3% to 4% of the tender value.
Score 100	All 5 key policy components are recognized and meets the Employer's requirements and it is signed by the Chief Executive Officer.	All 7 Roles and responsibilities are in compliance as per the Works Information and meet the Occupational health and safety Act as per construction regulations and TNPA health and safety specification.	all 10 submitted task risk assessments specific to the project and covers all the outline sub-activities, applicable to the task.	Very good response / answer / solution gives real confidence that the tenderer is most likely to ensure compliance with stated Employer's requirements and total score of supporting documents as per the allocated points on the returnable safety questionnaire.	Health and safety Budget submitted is very good response / answer / solution to the returnable, Employer's health and safety requirements will be met, above 4% of the tender value.

Health and Safety Cost Breakdown

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

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

Contractor Safety Questionnaire

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

Contractor Safety Questionnaire

2. Citations						
2A	Has your company been cited, charged or prosecuted under Health, Safety and/or Environmental Legislation in the last 5 years? If yes, provide details:				Yes	No
2B	Has your company been cited, charged or prosecuted under the above Legislation in another Country, Region or State? If yes, provide details:				Yes	No
3. Citations						
Does your company have a Certificate of Recognition?				Yes	No	
If yes, what is the		Certificate No:	Issue Date:			
4. Safety Program						
4A	Submit your company written health and safety plan? Submit for provide a copy for review					2
4C	Health and safety plan should contain the following elements					
		Yes	No		Yes	No
	Health and Safety Policy			Competence, Training and Awareness		
	Incident Management, reporting and Investigation			Emergency Preparedness/Response		
	Recordkeeping & Statistics/Manhours Reporting			Hazard Identification and Risk Assessment and Training		
	Reference to Legislation			Permit to Work		
	Site Establishment and Rehabilitation			Safe Work Procedures and Safe operating procedures		
	Roles and Responsibilities			Workplace Inspections		
	Alcohol, Drugs and Other Intoxicating Substances			Occupational Hygiene and Covid19		
	Personal Protective Equipment			Measuring and Monitoring		
	Working at Height			Communication, Participation and Consultation		
	Excavations			Signs and Notices		
4C	Submit your company pocket safety booklet for field distribution?					
5. Training Program						
5A	Attach orientation program for new hire employees? include a course outline. Does it include any of the following:					1
		Yes	No		Yes	No
	General Rules & Regulations			Confined Space Entry		
	Emergency Reporting			Trenching & Excavation		

Contractor Safety Questionnaire

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

Contractor Safety Questionnaire

6D	Is pre-job safety instruction provided before to each new task?	Yes		No		
	Is the process documented?	Yes		No		
	Who leads the discussion?					
6E	Do you have a hazard assessment process?	Yes		No		
	Are hazard assessments documented?	Yes		No		
	If yes, how are hazard assessments communicated and implemented on each project?					
	Who is responsible for leading the hazard assessment process?					
6F	Submit your company policies and procedures for environmental protection, spill clean-up, reporting, waste disposal, and recycling as part of the Health & Safety Program?					
6G	How does your company measure its H&S success? Attach separate sheet to explain					
7. Safety Stewardship						
7A	Are incident reports and report summaries sent to the following and how often?	Yes	No	Monthly	Quarterly	Annua lly
	Project/Site Manager					
	Vice President/Managing Director					
	Safety Director/Manager					
	President/Chief Executive Officer					
7B	How are incident records and summaries kept? How often are they reported internally?	Yes	No	Monthly	Quarterly	Annua lly
	Incidents totaled for the entire company					
	Incidents totaled by project					
	Subtotalled by superintendent					
	Subtotalled by foreman					
7C	How are the costs of individual incidents kept? How often are they reported internally?	Yes	No	Monthly	Quarterly	Annua lly
	Costs totaled for the entire company					
	Costs totaled by project					
	Subtotalled by superintendent					
	Subtotalled by foreman/general foreman					
7D	Does your company track non-injury incidents?	Yes	No	Monthly	Quarterly	Annua lly
	Near Miss					
	Property Damage					
	Fire					
	Security					
	Environmental					
8. Personnel						
List key health and safety officers planned for this project. Attach resume (CV and qualification and proof of registration with SACPCMP).						
2						
Name		Position / Title		Designation		

Contractor Safety Questionnaire

		Category	SACPCMP Number
9. References			
List the last three company's your form has worked for that could verify the quality and management commitment to your occupational Health & Safety program			
Name and Company	Address	Telephone Number	

T2.2-07: Evaluation Schedule - Approach Paper

Approach paper which responds to the Scope of work & addenda outlines proposed approach/methodology relating but not limited to programme, method statement, technical approach & an understanding of the project objective. The approach paper should articulate what the Tenderer will provide in achieving the stated objectives for the project & demonstrate the alignment to key persons & organogram to exhibit clear understanding of the project.

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

The Approach Paper should:

1. Outline of proposed approach
2. Detail the method statement, technical approach, supervision, monitoring of construction sequencing in terms of the Works Information
3. Demonstrate an understanding of the project objectives

The Approach Paper must be aligned to; and accompanied by a programme indicating Start and Completion Dates, Key Dates, milestones, and resource activities. The programme must clearly indicate the timeframes for construction activities to meet project deliverables.

The approach paper shall include as a minimum but not limited to the following:

Outline of proposed approach

Site establishment

2. Mobilization
3. Site Supervision
4. Quality management
5. Health and safety management

6. Environmental management
7. Construction Management
8. Contract management
9. Document management
10. Testing and commissioning
11. Handover

Tenderer to outline proposed construction plant/equipment for the project including but not limited to the following:

- a. Primary plant equipment for construction or refurbishment works

Tenderer to further outline approach methodology for the installation of specialist equipment including but not limited to the following:

- a. Installation of mechanical equipment
- b. Installation of electrical equipment

The scoring of the approach paper will be as follows:		The method statement must respond to the scope of work and outline the proposed methodology including that relating to the Programme, quality, health and safety and environmental considerations.	Explain his/her understanding of the objectives of the assignment and the Employers stated and implied requirements.
	Points 25	14	11
	Score 0	The Tenderer has submitted no information or inadequate information to determine a score.	
	Score 20	The approach paper is aligned to the program and indicates the timeframes for construction activities to meet project deliverables. The approach paper is aligned to ≤ 4 out of the 12 deliverables above.	Outlines the proposed approach.
	Score 40	The approach paper is aligned to the program and indicates the timeframes for construction activities to meet project deliverables. The	Details the method statement, technical approach, supervision, monitoring of construction sequencing in terms of the Works

		approach paper is aligned to $>4 \leq 8$ out of the 12 deliverables.	Information.
	Score 60	The approach paper is aligned to the program and indicates the timeframes for construction activities to meet project deliverables. The approach paper is aligned to $>8 \leq 10$ out of the 12 deliverables.	Details the method statement, technical approach, supervision, monitoring of construction sequencing in terms of the Works Information & demonstrate an understanding of the project objectives.
	Score 80	The approach paper is aligned to the program and indicates the timeframes for construction activities to meet project deliverables. The approach paper is aligned to 11 deliverables. of the project.	Details the method statement, technical approach, supervision, monitoring of construction sequencing in terms of the Works Information & demonstrate an understanding of the project objectives, and highlights the issues of importance, and explains the technical approach they would adopt to address them.
	Score 100	The approach paper is aligned to the program and indicates the timeframes for construction activities to meet project deliverables. The approach paper is aligned to 12 of the deliverables.	Over and above the "80", The approach paper explains the methodologies which are to be adopted and demonstrate its compatibility. The approach includes and outlines processes, procedures and associated resources, to meet the requirements and indicate how risks will be managed.

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

Note to Tenderers:

Tenderers are required to demonstrate their experience in the successful delivery of building refurbishment and building construction projects, and to this end shall supply a sufficiently detailed reference letter, indicating the relationship with the client with contact details of previous clients and also indicate their previous experience in the execution of building refurbishment and building construction projects in the last 8 years. The tenderer to attach reference letters and completion certificates as evidence.

Please provide your previous experience showing but not limited to refurbishment projects:

- Construction: Refurbishment works of the 111 Mahatma Gandhi Road Complex.

Fill in as many line items as needed for the building refurbishment and building construction projects undertaken, starting from the most recent projects completed:

Clients	Client contact details	Project Description	Year of project completion	Project Value

Index of documentation attached to this schedule:

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	Building refurbishment projects - The tenderer has completed Building Construction/Refurbishment projects = 100%	Traceable reference letters - The tenderer has submitted traceable reference letters, indicate the relationship with the client = 100%	Certificates of completion - The tenderer has submitted certificates of completion = 100%
	10	10	10
Score 0	The tenderer has submitted no information, or the tenderer has submitted a list of projects with no traceable references or certificates of completion.		
Score 20	The tenderer has successfully completed one (1) to three (3) building refurbishment and building construction projects in the last 8 years.	The tenderer has submitted one (1) to three (3) traceable reference letters.	The tenderer has submitted one (1) to three (3) certificates of completion.
Score 40	The tenderer has successfully completed four (4) to six (6) building refurbishment and building construction projects in the last 8 years.	The tenderer has submitted four (4) to six (6) traceable reference letters.	The tenderer has submitted four (4) to six (6) certificates of completion.
Score 60	The tenderer has successfully completed seven (7) to eight (8) building refurbishment and building construction projects in the last 8 years.	The tenderer has submitted seven (7) to eight (8) traceable reference letters.	The tenderer has submitted seven (7) to eight (8) certificates of completion.



Score 80	The tenderer has successfully completed nine (9) building refurbishment and building construction projects in the last 8 years.	The tenderer has submitted nine (9) traceable reference letters.	The tenderer has submitted nine (9) certificates of completion.
Score 100	The tenderer has successfully completed ten (10) and more building refurbishment and building construction projects in the last 8 years.	The tenderer has submitted ten (10) and more traceable reference letters.	The tenderer has submitted ten (10) and more certificates of completion.

T2.2-09: Intention to Tender

EMAIL Transnet National Ports Authority

Tender No: TNPA/2023/07/0026/35892/RFP

TO: Attention: Nondumiso Cele

Email: **Nondumiso.Cele2@transnet.net**

Closing Date: **21 September 2023**

REFURBISHMENT OF 111 MAHATMA GANDHI ROAD COMPLEX IN THE PORT OF DURBAN, FOR A PERIOD OF SIX (6) MONTHS

Check

We: Do wish to tender for the work and shall return our tender by the due
date above

Yes ☐ **No** ☐

Any clarifications are to be mailed to: Nondumiso.Cele2@transnet.net, and all responses will be
communicated to all tenderers in writing via e-mail.

Company:

Contact:

Phone No:

e-mail Address:

REASON FOR NOT TENDERING:

SIGNATURE: _____

DATE: _____

General Returnable Schedules

T2.2-10: Authority to submit a Tender

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

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

A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors

B. Certificate for Partnership

We, the undersigned, being the **key partners** in the business trading as _____

_____ hereby authorise Mr/Ms _____

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

Name	Address	Signature	Date

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

C. Certificate for Joint Venture

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

Mr/Ms _____, an authorised signatory of the company

_____, acting in the capacity of lead partner, to sign all

documents in connection with the tender offer for Contract _____

_____ and any contract resulting from it on our behalf.

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

Furthermore, we attach to this Schedule a copy of the joint venture agreement which
incorporates a statement that all partners are liable jointly and severally for the execution of

the contract and that the lead partner is authorised to incur liabilities, receive instructions and payments and be responsible for the entire execution of the contract for and on behalf of any and all the partners.

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

D. Certificate for Sole Proprietor

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

Signed

Date

Name

Position

Sole Proprietor

T2.2-11: Record of Addenda to Tender Documents

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

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

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

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

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

Name of Company/Members of Joint Venture:

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

[illegible]

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



T2.2-14: Proposed Organisation and staffing

Attached submissions to this schedule:

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The undersigned, who warrants that he / she is duly authorised 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.

The Tenderer to submit a list of all Equipment and other resources that will be used to execute the *works* as described in the Works Information.

[illegible]

T2.2-17: Capacity and Ability to meet Delivery Schedule

Note to tenderers:

The Tenderer is required to demonstrate to the *Employer* that the tenderer has sufficient current and future capacity to carry out the work as detailed in the Works Information and that the tenderer has the capacity and plans in place to meet the required delivery schedule as required. To this end, the following must be provided by the Tenderer:

A schedule detailing the following:

- Maximum quantity of work concurrently performed by the Tenderer in the recent past in order to illustrate his potential capacity to design, fabricate and/or construct work of a similar nature;
- Current and future work on his order book, showing quantity and type of equipment;
- Quantity of work for which the Tenderer has tenders in the market or is currently tendering on;
- The work as covered in this Works Information, planned and scheduled as per the Tenderer's capacities and methods but meeting the required delivery schedule.

Index of documentation attached to this schedule:

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T2.2-18: 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:

- 1.1 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.
- 1.2 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.

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"/>

T2.2-19 Domestic Prominent Influential Persons (DPIP) Or Foreign Prominent Public Officials (FPPO)

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

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

As per the Transnet Domestic Prominent Influential Persons (DPIP) and Foreign Prominent Public Officials (FPPO) and Related Individuals Policy available on Transnet website

<https://www.transnet.net/search/pages/results.aspx?k=FPIDP#k=DPIP>, Respondents are required to disclose any commercial relationship with a DPIP or FPPO (as defined in the Policy) by completing the following section:

The below form contains personal information as defined in the Protection of Personal Information Act, 2013 (the "Act"). By completing the form, the signatory consents to the processing of her/his personal information in accordance with the requirements of the Act. Consent cannot unreasonably be withheld.						
Is the Respondent (Complete with a "Yes" or "No")						
A DPIP/FPPO		Closely Related to a DPIP/FPPO		Closely Associated to a DPIP / FPPO		
List all known business interests, in which a DPIP/FPPO may have a direct/indirect interest or significant participation or involvement.						
No	Name of Entity / Business	Role in the entity / Business (Nature of interest / Participation)	Shareholding %	Registration Number	Status (Mark the applicable option with an X)	
					Active	Non-Active
1						
2						
3						

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

2. SERVICE LEVELS

2.1 Transnet reserves the right to request that any member of the Service provider's

team involved on the Transnet account be replaced if deemed not to be adding value for Transnet.

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

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

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

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

Acceptance of Service Levels:

YES	
-----	--

NO	
----	--

T2.2-20 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")

1. PREAMBLE AND INTRODUCTION

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

2. PROTECTION OF PERSONAL INFORMATION

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

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

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

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

- 2.3. The Parties acknowledge and agree that, in relation to personal information of Transnet and the information of a third party that will be processed pursuant to this Agreement , the Operator is

(.....
..... insert name of Tenderer/Contractor) hereinafter Operator and the Data subject is "Transnet". Operator will process personal information only with the knowledge and authorisation of Transnet and will treat personal information and the information of a third party which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.

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

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

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

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

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

YES	
-----	--

NO	
----	--

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

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

3. **SOLE AGREEMENT**

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

Signed at _____ on this _____ day of _____ 2021

Name: _____

Title: _____

Signature: _____

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

Authorised signatory for and on behalf of

.....(insert name of Tenderer/Contractor)
who warrants that he/she is duly authorised to sign this Agreement.

AS WITNESSES:

1. Name: _____

Signature: _____

2. Name: _____

Signature: _____

T2.2-21 NON-DISCLOSURE AGREEMENT

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

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

TRANSNET SOC LTD

(Registration No. 1990/000900/30), a company incorporated and existing under the laws of South Africa, having its principal place of business at 2nd Floor, Waterfall Business Estate, 9 Country Estate Drive, Midrand, 1662, South Africa

and

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

WHEREAS

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

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

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

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

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

2. CONFIDENTIAL INFORMATION

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

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

3. RECORDS AND RETURN OF INFORMATION

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

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

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

4. ANNOUNCEMENTS

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

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

5. DURATION

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

6. PRINCIPAL

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

7. ADEQUACY OF DAMAGES

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

8. PRIVACY AND DATA PROTECTION

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

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

9. GENERAL

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

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

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

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

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

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

Signed

Date

Name

Position

Tenderer

- 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

**T2.2-22: RFP DECLARATION FORM**

NAME OF COMPANY: _____

We _____ do hereby certify
that:

1. Transnet has supplied and we have received appropriate tender offers to any/all questions (as applicable) which were submitted by ourselves for tender clarification purposes;
2. we have received all information we deemed necessary for the completion of this Tender;
3. at no stage have we received additional information relating to the subject matter of this tender from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the tender documents;
4. we are satisfied, insofar as our company is concerned, that the processes and procedures adopted by Transnet in issuing this TENDER and the requirements requested from tenderers in responding to this TENDER have been conducted in a fair and transparent manner; and
5. furthermore, we acknowledge that a direct relationship exists between a family member and/or an owner / member / director / partner / shareholder (unlisted companies) of our company and an employee or board member of the Transnet Group as indicated below:

[Respondent to indicate if this section is not applicable]

6.

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.

7. 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).
8. 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.

T2.2-23 Service Provider Integrity Pact

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

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

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

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

PREAMBLE

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

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

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

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

1 OBJECTIVES

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

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

2 COMMITMENTS OF TRANSNET

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

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

3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

- 3.1 Transnet has a '**Zero Gifts**' Policy. No employee is allowed to accept gifts, favours, or benefits.
 - a) Transnet officials and employees **shall not** solicit, give or accept, or from agreeing to solicit, give, accept or receive directly or indirectly, any gift, gratuity, favour, entertainment, loan, or anything of monetary value, from any person or juridical entities in the course of official duties or in connection with any operation being managed by, or any transaction which may be affected by the functions of their office.

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

- 3.4 The Tenderer/Service Provider/Contractor will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Tenderers/Service Providers/Contractors. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the tendering process.
- 3.5 The Tenderer/Service Provider/Contractor will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Tenderer/Service Provider/Contractor will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 3.6 A Tenderer/Service Provider/Contractor of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or tendering process. Similarly, the Tenderer / Service Provider / Contractor of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or tendering process.
- 3.7 The Tenderer/Service Provider/Contractor will not misrepresent facts or furnish false or forged documents or information in order to influence the tendering process to the advantage of the Tenderer/Service Provider/Contractor or detriment of Transnet or other competitors.
- 3.8 Transnet may require the Tenderer/Service Provider/Contractor to furnish Transnet with a copy of its code of conduct. Such code of conduct must address the compliance programme for the implementation of the code of conduct and reject the use of bribes and other dishonest and unethical conduct.
- 3.9 The Tenderer/Service Provider/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 3.10 The Tenderer/Service Provider/Contractor confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human Rights, Labour, Anti-Corruption and the Environment when undertaking business with Transnet as follows:
- a) Human Rights
- Principle 1: Businesses should support and respect the protection of internationally proclaimed human rights; and

- Principle 2: make sure that they are not complicit in human rights abuses.
- b) Labour
- Principle 3: Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;
 - Principle 4: the elimination of all forms of forced and compulsory labour;
 - Principle 5: the effective abolition of child labour; and
 - Principle 6: the elimination of discrimination in respect of employment and occupation.
- c) Environment
- Principle 7: Businesses should support a precautionary approach to environmental challenges;
 - Principle 8: undertake initiatives to promote greater environmental responsibility; and
 - Principle 9: encourage the development and diffusion of environmentally friendly technologies.
- d) Anti-Corruption
- Principle 10: Businesses should work against corruption in all its forms, including extortion and bribery.

4 INDEPENDENT TENDERING

- 4.1 For the purposes of that Certificate in relation to any submitted Tender, the Tenderer declares to fully understand that the word "competitor" shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:
- a) has been requested to submit a Tender in response to this Tender invitation;
 - b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
 - c) provides the same Goods and Services as the Tenderer and/or is in the same line of business as the Tenderer.
- 4.2 The Tenderer has arrived at his submitted Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium will not be construed as collusive tendering.
- 4.3 In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

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

5 DISQUALIFICATION FROM TENDERING PROCESS

- 5.1 If the Tenderer/Service Provider/Contractor has committed a transgression through a violation of section 3 of this Integrity Pact or in any other form such as to put its reliability or credibility as a Tenderer/Service Provider/Contractor

into question, Transnet may reject the Tenderer's / Service Provider's / Contractor's application from the registration or tendering process and remove the Tenderer/Service Provider/Contractor from its database, if already registered.

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

6 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

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

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

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

7 PREVIOUS TRANSGRESSIONS

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

8 SANCTIONS FOR VIOLATIONS

- 8.1 Transnet shall also take all or any one of the following actions, wherever required to:
 - a) Immediately exclude the Tenderer/Service Provider/Contractor from the tendering process or call off the pre-contract negotiations without giving any compensation

the Tenderer/Service Provider/Contractor. However, the proceedings with the other Tenderer/ Service Provider/Contractor may continue;

- b) Immediately cancel the contract, if already awarded or signed, without giving any compensation to the Tenderer/Service Provider/Contractor;
- c) Recover all sums already paid by Transnet;
- d) Encash the advance bank guarantee and performance bond or warranty bond, if furnished by the Tenderer/Service Provider/Contractor, in order to recover the payments, already made by Transnet, along with interest;
- e) Cancel all or any other contracts with the Tenderer/Service Provider/Contractor; and
- f) Exclude the Tenderer/ Service Provider/Contractor from entering into any Tender with Transnet in future.

9 CONFLICTS OF INTEREST

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

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

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

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

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

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

- a) must disclose the interest and its general nature, in the Request for Proposal ("RFX") declaration form; or

b) must notify Transnet immediately in writing once the circumstances have arisen.

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

10 DISPUTE RESOLUTION

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

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

11 GENERAL

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

11.2 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the law relating to any civil or criminal proceedings.

11.3 The validity of this Integrity Pact shall cover all the tendering processes and will be valid for an indefinite period unless cancelled by either Party.

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

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

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

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

Signature

Date

T2.2-24 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

T2.2-25: 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

T2.2-26: ANNEX G Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

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

Section 1: Name of enterprise: _____

Section 2: VAT registration number, if any: _____

Section 3: CIDB registration number, if any: _____

Section 4: CSD number: _____

Section 5: Particulars of sole proprietors and partners in partnerships

Name	Identity number	Personal income tax number

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

Section 6: Particulars of companies and close corporations

Company registration number _____

Close corporation number _____

Tax reference number: _____

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

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

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

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

Signed

Date

Name

Position

Enterprise
name

SBD 6.1**PREFERENCE POINTS CLAIM FORM**

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

1. GENERAL CONDITIONS

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

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

1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 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:

<u>DESCRIPTION</u>	<u>POINTS</u>
PRICE	80
B-BBEE Status Level of Contributor 1 or 2 = 10 30% Black Women Owned Entities = 5 +50% Black Youth Owned Entities = 5 Non-compliant and/or level 3-8 contributors = 0 points	20
Total points for Price and Specific Goals must not exceed	100

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

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

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

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 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

- 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	<p>Certificate issued by SANAS accredited verification agency</p> <p>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)</p> <p>[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.]</p>

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

7. SUB-CONTRACTING

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

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

(***Tick applicable box***)

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

7.1.1 If yes, indicate:

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

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

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

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

(***Tick applicable box***)

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

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

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

SBD4**BIDDER'S DISCLOSURE (SBD 4)****1. PURPOSE OF THE FORM**

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

2.2.1 If so, furnish particulars:

.....

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

YES/NO

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder



T2.2-27 : Supplier Code of Conduct

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

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

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

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

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

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

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



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

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

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

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

***Conflicts of Interest***

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

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

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

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

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

Signed this on day _____ at

Signature

T2.2-29: Organogram & CVs of Key Persons

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 paragraph 2.4 of C3.1 Employer's WorksInformation.

Copies of qualifications to be certified and submitted.

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

2. Comprehensive CVs should be attached to this schedule:

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

- a) Personal particulars

- Name
- Date and place of birth
- Place (s) of tertiary education and dates associated therewith
- Professional awards

- b) Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations) and copies of all these to be attached in the tender submission.

- c) Skills

- d) Name of current employer and position in enterprise

- e) Overview of postgraduate / diploma experience (year, organization and position)

- f) Outline of recent assignments / experience that has a bearing on the scope of work.

3. CV's for people proposed for all identified posts including:

Items	Key Personnel	Qualifications	Experience
1.	Project manager	<ul style="list-style-type: none"> Must have NQF level 6 or above in the built environment. Must be registered with SACPCMP or PMI or any internationally recognised equivalent regulative professional body 	Must have experience in building refurbishment or building construction projects, with traceable references in the last 10 years.
2.	Building Foreman / Supervisor	<ul style="list-style-type: none"> Must have a minimum of N6 or equivalent in Building construction and trade test in building construction 	Must have experience in building refurbishment or building construction projects, with traceable references in the last 8 years.
3.	Safety officer	<ul style="list-style-type: none"> Must have NQF level 6 Safety Management qualification or other relevant disciplines such as SAMTRAC Professional Registration with South African Council for the Project and Construction Management Professions (SACPCMP) or any recognised equivalent regulative professional body. 	Must have 8 years' experience in building refurbishment or building construction projects, with traceable references.

The following table is to be populated by the tenderer identifying the resources for the key roles on the project.

Key Person Role	Name of Resource
Project Manager	
Building Foreman / Supervisor	
Safety Officer	

Attached submissions to this schedule:

.....

.....

.....

.....

.....

.....

.....



T2.2-30: Insurance provided by the *Contractor*

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

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

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

To Whom It May Concern,

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

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

INSURED: Transnet (SOC) Limited

PERIOD: 1 April 2023 to 31 March 2024 (Both days inclusive)

DIVISION: Transnet Freight Rail, Transnet Engineering, Transnet Properties, Transnet Pipelines, Transnet National Ports Authority and Transnet Port Terminals

THE INSURED'S VAT NO: 4720103177

THE INSURED'S COMPANY REGISTRATION NO: 1990/000900/30

POSTAL ADDRESS (Head Office) Carlton Centre, 150 Commissioner Street, Johannesburg, 2001

CONTRACT WORKS INSURANCE

Cover Provided : Contract Works - Physical loss or damage to the Property Insured which being materials, plant and other things for incorporation into the permanent works.

Insurer : Mirabilis (Santam Limited)

Policy Number : MZAR35023-CAR

The Contract Site : Any location within the Territorial Limits upon which The Insured Contract is to be executed or carried out as more fully defined in The Insured Contract documents together with so much of the surrounding area as may be required or designated for the performance of The Insured Contract.

Territorial Limits : The Republic of South Africa.

Additional Co-Insureds:

The Contractor: All Contractors undertaking work in connection with The Insured Contract including the Employer to the extent that the Employer undertakes work in connection with The Insured Contract;

Sub-Contractors: All Sub-Contractors employed by the Contractor and all other Sub- Contractors (whether nominated or otherwise) engaged in fulfilment of The Insured Contract; and to the extent required by any contract or agreement; transporters, suppliers, manufacturers, vendors, other persons, persons providing storage facilities, plant

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

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

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

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

Definitions

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

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

Testing Period: 120 Days not consecutive.

Maintenance Period : 12 Months

Main Policy Extensions :

- Costs & Expenses - Limited to maximum of R50,000,000.
- Expediting Measures – Limited to a maximum of R50,000,000.
- Professional Fees In Reinstatement Of Property Insured - Limited to a maximum of R50,000,000.
- Costs & Expenses For Removal Of Debris No Damage - Limited to a maximum of R50,000,000.
- Surrounding Property in care custody or control of the contractor – Limited to a maximum of R55,000,000.
- Fire Brigade & Public Authorities - Limited to a maximum of R10,000,000.
- Public Authority Reinstatement Costs - Limited to a maximum of R20,000,000
- Public Relationship Costs - Limited to a maximum of R1,000,000.
- Records - Limited to a maximum of R2,000,000.
- Removal to Gain Access - Limited to a maximum of R20,000,000

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

Main Policy Exclusions :

- War
- Nuclear Energy Risks
- Terrorism
- Computer Loss General Exception
- DE4 (All types of Works) for defective material workmanship design plan or specification.
- LEG 3 (Mechanical or Electrical Engineering Works only) for defective material workmanship design plan or specification. Limited to maximum of 15% of the total estimated contract value.
- Loss or damage arising during air transit or any ocean voyage or whilst in storage thereafter.
- Occurring during any defects/maintenance period unless cause occurred prior to such defects/maintenance period
- Disappearance or by shortage revealed during routine inventory or periodic stocktaking.
- Consequential loss of whatsoever nature.
- Normal wear and tear, normal atmospheric conditions, rust, erosion, corrosion or oxidisation.
- Due to its own explosion breakdown or derangement occurring after the Testing Period which has operated under load conditions.
- Second hand property due to its own electrical or mechanical breakdown or explosion.
- Cyber and Data

Deductibles:

In respect of loss or damage:

Major Perils shall mean damage caused by storm, rain, tempest, wind, flood, theft, malicious damage, subsidence, collapse, earthquake, testing or commissioning and the consequences of defective design, specification, materials or workmanship (DE4).

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

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

R250,000,001 to R500,000,000	R100,000	R25,000
R500,000,001 to R1,000,000,000	R150,000	R25,000

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

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

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

PUBLIC LIABILITY

Cover Provided :	Contract Works Public Liability – cover the Insured's legal liability in respect of loss or damage or injury to third parties arising out of work performed in respect of the Insured Contracts.
Insurer :	Stalker Hutchinson (Santam Limited)
Policy Number:	6000/132335
Territorial Limits :	The Republic of South Africa.
Insured Contracts:	<p>All contracts (including any undertaking awarded or commenced prior to inception of the period of Insurance) involving design, construction, performance testing and commissioning in respect of the works and shall include capital expenditure, upgrade, modification, maintenance or overhaul, refurbishment, renovation, retrofitting or alterations and additions to existing facilities undertaken by the Insured or other Insured Parties acting on their behalf but Excluding:</p> <ul style="list-style-type: none"> a) Contracts which at award stage have a value in excess of R 1,000,000,000. b) Contracts with an estimated construction period at award exceeding 48 months but 60 months in respect of contracts awarded prior to 1 April 2020 for rail maintenance contracts For Transnet Freight & Rail and for Transnet Pipeline's logistical support for inline inspections and identification of defects in respect of Transnet's pipeline assets (all excluding Defects Liability/Maintenance period). c) Contracts with a Contractual Defects Liability Maintenance Period exceeding 24 months. d) Contracts involving construction or erection of petrochemical manufacturing plant(s) but this exclusion shall not apply to pipelines and other associated works undertaken by or on behalf of the Insured. e) Contracts in or on any aircraft. f) Off-shore contracts - "Off-shore contracts" means all works and installations in the sea or on the seabed and do not constitute normal Wet Risk Contracts like harbours, moles, bridges, wharves or sewage or cooling water intake or outlet facilities, piers, marinas, causeways, breakwaters, jetties, dry docks and

offshore pipelines when connected directly to onshore facilities and canal developments. "Off-Shore contracts" shall include oilrigs and oil platforms.

Policy Limits:

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

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

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

General Policy Exclusions :

The policy does not cover:-

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

- Loss or damage and any consequence therefrom to any Data. •
- Sanctions Exclusion
- Grid Failure

PROFESSIONAL INDEMNITY

Cover Provided :

Professional Indemnity

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

Insurer :

Stalker Hutchinson (Santam Limited)

Policy Number:

6000/132337

Jurisdiction :

Worldwide excluding North America

Insured Contracts:

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

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

Limit Of Indemnity:

Professional Indemnity -

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

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

**Policy Extension
Limits Of Indemnity:**

Claims Preparation Costs -	*R7,500,000 in the aggregate during the policy period of insurance.
Loss of Documents -	*R2,000,000 in the aggregate during the policy period of insurance.
Statutory Defence Costs -	*R5,000,000 in the aggregate during the policy period of insurance.
Defamation -	*R5,000,000 in the aggregate during the policy period of insurance.
Infringement of Copyright -	*R5,000,000 in the aggregate during the policy period of insurance.

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

Deductibles:

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

Policy Special Conditions :

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

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

Policy Main Exclusions:

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

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

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

Dennis Govender



Chief Broking Officer

T2.2-31: Form of Intent to Provide a Performance Guarantee

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

Name of Guarantor

(Bank/Insurer)

Address

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

Signed

Name

Capacity

On behalf of (name of
tenderer)

Date

Confirmed by Guarantor's Authorised Representative

Signature(s)

Name (print)

Capacity

On behalf of Guarantor
(Bank/insurer)

Date

T2.2-32: Forecast Rate of Invoicing

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

Index of documentation attached to this schedule:

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T2.2-33: 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:

.....

.....

.....

.....

.....

.....

.....

.....

Contractor:

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

Contractor:

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

Contractor:

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

**Proposed Sub-contractor 1:**

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

Proposed Sub-contractor 2:

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

Proposed Sub-contractor 3:

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

Proposed Sub-contractor 4:

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

Proposed Sub-contractor 5:

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

**Proposed Sub-contractor 6:**

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

Proposed Sub-contractor 7:

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

Proposed Sub-contractor 8:

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

Proposed Sub-contractor 9:

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

The Contract

C1.1: Form of Offer and Acceptance

C1.1: Form of Offer & Acceptance

Offer

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

Refurbishment of 111 Mahatma Gandhi Road Complex in the Port of Durban for the period of six (6) months

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

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

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

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

Name &
signature of
witness

(Insert name and address of
organisation)

Date

Tenderer's CIDB registration number:

Acceptance

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

agreement between the *Employer* and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

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

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

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

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

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

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

Signature(s)

Name(s) Phindile Nxumalo

Capacity Programme Director, Relocations

for the Employer Transnet National Ports Authority, a division of Transnet SOC Limited
Queens Warehouse, Durban, 4001

Name & signature of witness (Insert name and address of organisation)

Date

Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		

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

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

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

C1.2: Contract Data Part 1 and 2

C1.2 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
		B: Priced contract with bill of quantities
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X2 Changes in the law
		X7: Delay damages
		X13: Performance Bond
		X16: Retention
		X18: Limitation of liability
		Z: <i>Additional conditions of contract</i>
	of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013)	
10.1	The <i>Employer</i> is:	Transnet SOC Ltd (Registration No. 1990/000900/30)

	Address	Registered address: Transnet Corporate Centre 138 Eloff Street, Braamfontein, JOHANNESBURG, 2000
	Having elected its Contractual Address for the purposes of this contract as:	Transnet National Ports Authority Queens Warehouse 237 Mahatma Gandhi Road Durban 4001
10.1	The <i>Project Manager</i> is: (Name)	Bongekile Shandu
	Address	Transnet National Ports Authority Queens Warehouse 237 Mahatma Gandhi Road Durban 4001
	Tel	TBA
	e-mail	Bongekile.shandu@transnet.net
10.1	The <i>Supervisor</i> is: (Name)	Nokusa Mkhwanazi
	Address	Transnet National Ports Authority Queens Warehouse 237 Mahatma Gandhi Road Durban 4001
	Tel No.	TBS
	e-mail	Nokusa.mkhwanazi@transnet.net
11.2(13)	The <i>works</i> are	Refurbishment of 111 Mahatma Gandhi Road Complex at the Port of Durban
11.2(14)	The following matters will be included in the Risk Register	None
11.2(15)	The <i>boundaries of the site</i> are	As stated in Part C4.1."Description of the Site and it surroundings"
11.2(16)	The Site Information is in	Part C4
11.2(19)	The Works Information is in	Part C3

12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.		
13.1	The <i>language of this contract</i> is	English		
13.3	The <i>period for reply</i> is	2 weeks		
2	The <i>Contractor's</i> main responsibilities	No additional data is required for this section of the <i>conditions of contract</i> .		
3	Time			
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	30 June 2024		
30.1	The <i>access dates</i> are	Part of the Site		Access Date
		1	Whole of the Works	15 November 2023
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	2 weeks of the Contract Date.		
31.2	The <i>starting date</i> is	01 November 2023		
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	2 weeks.		
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.			
4	Testing and Defects			
42.2	The <i>defects date</i> is	52 (fifty-two) weeks after Completion of the whole of the <i>works</i> .		
43.2	The <i>defect correction period</i> is	2 weeks		
5	Payment			
50.1	The <i>assessment interval</i> is monthly on the	25 th (twenty-five) day of each successive month.		
51.1	The <i>currency of this contract</i> is the	South African Rand.		

51.2	The period within which payments are made is	Payment will be affected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.
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51.4	The <i>interest rate</i> is	the prime lending rate of Standard Bank of South Africa.
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6 Compensation events

60.1(13)	The <i>weather measurements</i> to be recorded for each calendar month are,	the cumulative rainfall (mm) the number of days with rainfall more than 10 mm the number of days with minimum air temperature less than 0 degrees Celsius the number of days with snow lying at 08:00 hours South African Time and these measurements: N/a
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The place where weather is to be recorded (on the Site) is: **The *Contractor's* Site establishment area**

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

and which are available from: **South African Weather Service 012 367 6023 or info3@weathersa.co.za.**

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

8 Risks and insurance

80.1	These are additional <i>Employer's</i> risks	None
------	--	-------------

84.1	The <i>Employer</i> provides these insurances from the Insurance Table	
------	--	--

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

Note:

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

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

The *Contractor* provides these additional Insurances

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

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

		<p>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 <i>Employer</i>. The <i>Contractor</i> shall arrange with the insurer to submit to the <i>Project Manager</i> the original and the duplicate original of the policy or policies of insurance and the receipts for payment of current premiums, together with a certificate from the insurer or insurance broker concerned, confirming that the policy or policies provide the full coverage as required. The original policy will be returned to the <i>Contractor</i>.</p>
84.2	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the works, Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) caused by activity in connection with this contract for any one event is	<p>Whatever the <i>Contractor</i> requires in addition to the amount of insurance taken out by the <i>Employer</i> for the same risk.</p>
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:	<p>Principal Controlled Insurance (PCI)</p>
9	Termination	Additional Conditions of Contract Clause Z3
10	Data for main Option clause	
B	Priced contract with Bill of Quantities	No additional data is required for this Option.
60.6	The <i>method of measurement</i> is	<p>The Bill of Quantities have been measured in accordance with SANS 1200 unless indicated otherwise.</p>

11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is	Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the Chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i>.
W1.2(3)	The <i>Adjudicator nominating body</i> is:	The Chairman of the Association of Arbitrators (Southern Africa)
	If no <i>Adjudicator nominating body</i> is entered, it is:	the Association of Arbitrators (Southern Africa)
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)
	The place where arbitration is to be held is	Durban, Kwazulu Natal, South Africa, 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
X2.1	The <i>law</i> of the project is	South African Law
X7	Delay damages	
X7.1	Delay damages for Completion of the whole of the <i>works</i> are	R3 000 per day
X13	Performance bond	
X13.1	The amount of the performance bond is	5% of the offered total of the Prices (including VAT)
X16	Retention	

X16.1 The retention free amount is **Nil**

The retention percentage is **10% on all payments certified.**

X18 Limitation of liability

X18.1 The *Contractor's* liability to the *Employer* for indirect or consequential loss is limited to:

Nil

X18.2 The Consultant's liability to the Employer for Defects that are not found until after the defects date is limited to:

The cost of correcting the Defect

X18.3 The *end of liability date* is **Two (2) years after Completion of the whole of the works.**

Z Additional conditions of contract are:

Z1 Additional clause relating to Performance Bonds and/or Guarantees

Z1.1 The Performance Guarantee under X13 above shall be an irrevocable, on-demand performance guarantee, to be issued exactly in the form of the Pro Forma documents provided for this purpose under C1.3 (Forms of Securities), in favour of the *Employer* by a financial institution reasonably acceptable to the *Employer*.

Z2 Additional clauses relating to Joint Venture

Z2.1

Insert the additional core clause 27.5

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

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

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

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

Z2.2

Insert additional core clause 27.6

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

Z3 Additional obligations in respect of Termination

Z3.1

The following will be included under core clause 91.1:

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

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

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

Z3.2 Termination Table

The following will be included under core clause 90.2 Termination Table as follows:

Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"

Z3.3

Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."

**Z4 Right Reserved by the
Employer to Conduct
Vetting through SSA**

Z4.1

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.

**Z5 Additional Clause Relating
to Collusion in the
Construction Industry**

Z5.1

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

**Z6 Protection of Personal
Information Act**

Z6.1

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

**Z7 The first assessment
 interval**

Z7.1

In the event the Contractor is not loaded on the Employers data base, the Project Manager's first assessment of the amount due will be done once the Contractor has been successfully loaded as a vendor on the Employers data base following submitting all valid updated documents. Therefore on NEC ECC Clause 50.1 the following text is removed in its entirety "and is no later than the assessment interval after the starting date".

C1.2 Contract Data

Part two - Data provided by the *Contractor*

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

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

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

		CV's (and further key persons data including CVs) are appended to Tender Schedule entitled .		
11.2(14)	The following matters will be included in the Risk Register			
31.1	The programme identified in the Contract Data is			
B	Priced contract with bill of quantities			
11.2(21)	The <i>bill of quantities</i> is in			
11.2(31)	The tendered total of the Prices is	(in figures) (in words), excluding VAT		
41 in SSCC	The percentage for people overheads is:	%		
21 in SSCC	The published list of Equipment is the last edition of the list published by			
	The percentage for adjustment for Equipment in the published list is	% (state plus or minus)		
22 in SSCC	The rates of other Equipment are:	Equipment	Size or capacity	Rate
61 in SSCC	The hourly rates for Defined Cost of design outside the Working Areas are	Category of employee		Hourly rate

62	in	The percentage for design overheads is	%
SSCC			
63	in	The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are:	
SSCC			

C1.3: Form of Guarantee

C1.3 Forms of Securities

Pro forma Performance Guarantee

For use with the NEC3 Engineering & Construction Contract - June 2005 (with amendments June 2006 and April 2013).

The *conditions of contract* stated in the Contract Data Part 1 include the following Secondary Option:

Option X13: Performance bond

The pro forma document for this Performance Guarantee is provided here for convenience but is to be treated as part of the Works Information.

The organisation providing the Performance Guarantee does so by copying the pro forma document onto its letterhead without any change to the text or format and completing the required details. The completed document is then given to the *Employer* within the time stated in the contract.

Pro forma Performance Guarantee (for use with Option X13)
(to be reproduced exactly as shown below on the letterhead of the Guarantor)

Transnet National Ports Authority, a division of Transnet
SOC Limited
eMendhi Building
Port of Ngqura
Gqeberha

Date:

Dear Sirs,

Performance Guarantee for Contract No:

With reference to the above numbered contract made or to be made between

{Transnet SOC Ltd, Registration No. 1990/000900/30}

(the *Employer*) and

{Insert registered name and address of the *Contractor*}

(the *Contractor*), for

{Insert details of the *works* from the Contract Data}

(the *works*).

I/We the undersigned

on behalf of the
Guarantor

of physical address

and duly authorised thereto do hereby provide the following Performance Guarantee, as required under the above Contract, subject to the following conditions:

1. Any reference in this Performance Guarantee to the above Contract / works is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a Suretyship.
2. The Guarantor's obligation under this Performance Guarantee is restricted to the payment of money.
3. The terms *Employer*, *Contractor*, *Project Manager*, *works* and *Completion* have the meaning as assigned to them by the *conditions of contract* stated in the Contract Data for the aforesaid Contract.
4. We renounce all benefits from any legal exceptions which might or could be pleaded against the validity of this Performance Guarantee.
5. The *Employer* has the absolute right to arrange his affairs with the *Contractor* in any manner which the *Employer* deems fit and without being advised thereof the Guarantor shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the Guarantor. Without derogating from the foregoing compromise, extension of the construction period, indulgence, release or variation of the *Contractor's* obligation shall not affect the validity of this Performance Guarantee.

6. This Performance Guarantee will lapse on the earlier of:
- the date that the Guarantor receives a notice from the *Project Manager* stating that the Completion Certificate for the whole of the *works* has been issued, that all amounts due from the *Contractor* as certified in terms of the Contract have been received by the *Employer* and that the Contractor has fulfilled its obligations under the Contract, or
 - the date that the Guarantor issues a replacement Performance Guarantee for such lesser or higher amount as may be required by the *Project Manager*.
7. Always provided that this Performance Guarantee will not lapse in the event the Guarantor is notified by the *Project Manager*, (before the dates above), of the *Employer's* intention to institute claims and the particulars thereof, in which event this Guarantee shall remain in force until all such claims are paid and settled.
8. Subject to the Guarantor's total liability referred to in clause 9 below, the Guarantor undertakes to pay the *Employer* the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the *Project Manager* to the Guarantor calling up this Performance Guarantee stating that:
- 8.1 The Contract has been terminated due to the *Contractor's* default or failure to fulfil its obligations under the Contract and that the Performance Guarantee is called up in terms of this clause 8. A copy of the termination certificate shall be enclosed with the demand;
9. Our total liability hereunder shall not exceed the Guaranteed Sum of:
- (say) _____
- R _____
10. This Performance Guarantee is neither negotiable nor transferable and is governed by the laws of the Republic of South Africa, subject to the jurisdiction of the courts of the Republic of South Africa.
11. This Performance Guarantee, accompanied by the required demand notice and termination certificate as per clause 8, shall be regarded as a liquid document for the purpose of obtaining a court order.

Signed at _____ on this _____ day of _____ 201__

Signature(s)

Name(s) (printed)

Position in Guarantor company

Signature of Witness(s)

Name(s) (printed)

Part C2: Pricing Data

PART 2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option B	8
C2.2	Priced contract with Bill of quantities	10

C2.1 Pricing Instructions – Option B

C2.1 Pricing Instructions: Option B

1. The conditions of contract

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

Clause 11 in NEC3 Engineering and Construction Contract, June 2005, (with amendments June 2006 and April 2013) (ECC) Option B states:

Identified 11

and defined terms

11.2

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

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

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

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

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

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

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

1.2. Function of the Bill of Quantities

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

1.3. Guidance before pricing and measuring

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

Historically bill of quantities-based contracts in South Africa have been influenced by the different approaches of the civil engineering and building sectors of the industry through their respective discipline based standard forms of contract and methods of measurement. This is particularly apparent in the approach to the Preliminary and General bill. On the other hand, because 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

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

PC-sum	prime cost sum
R/only	Rate only
sum	Lump sum
t	ton (1000kg)
W/day	Workday

2.2. General assumptions

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

- 2.2.1. 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

3. General

- 3.1. The short descriptions given in the Bill of Quantities in C2.2 are brief descriptions used to identify the activities for which prices are required. Detailed descriptions of the activities to be priced are provided in the Scope of Work, Part C3.

- 3.2. For the purpose of the Bill of Quantities, the following words shall have the meanings hereby assigned to them:

Unit: The unit of measurement for each item of work.

Quantity: The number of units of work for each item.

Rate: The agreed payment per unit of measurement.

Amount: The product of the quantity and the agreed rate for an item.

Sum: An agreed lump sum payment amount for an item, the extent of which is described in the Scope of Work, but the quantity of work which is not measured in any units.

- 3.3. A rate, sum, and/or price as applicable, is to be entered against each item in the Bill of Quantities. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bill of Quantities.

- 3.4. The rates, sums and prices in the Bill of Quantities are to be fully inclusive prices for the work described under the several items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Conditions of Contract, as well as overhead charges and profit.

- 3.5.** The quantities set out in the Bills of Quantities are the estimated quantities of the Contract Works, but the Contractor will be required to undertake whatever quantities may be directed by the Supervisor from time to time. The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.
- 3.6.** Contractors are to note that no reimbursement of costs for subsistence, typing, printing/copying, communications or computer hardware and/or software will be made and these costs will be deemed to be included in rates, sums, percentage fees and prices for normal and additional works.
- 3.7.** All rates and prices offered shall price in South African Rand and shall be exclusive of VAT or other similar taxes.
- 3.8.** The Rates and prices shall not be subject to escalation and shall remain fixed for the duration of the Contract.

4. PARTICULAR PRICING ASSUMPTIONS

4.1. Fixed P&G

The unit of measurement shall be the sum.

The price shall include for all fixed preliminary and general costs including but not limited to contractual provisions, permitting and approvals, insurances, site establishment costs other than the mobilization of equipment which is provided for separately and any other general cost and expenses that remain constant for the duration of the contract irrespective of the contract period.

4.2. Time Related P&G

The unit of measurement shall be the sum.

The rate shall include for all time related preliminary and general costs including but not limited to contractual provisions, company overheads, supervision and equipment hire not included elsewhere in the Bill of Quantities, and any other general cost and expenses that are variable in terms of the contract period.

4.3. Establishment on Site

The unit of measurement shall be the sum.

The price shall cover the cost of establishment on site of the vessel(s) and all associated equipment, tools, and materials to be used during the contract. This shall include all facilities necessary for the Contractor to undertake the works. No additional payment will be made for the establishment of additional equipment that the Contractor may subsequently elect to mobilise in order to meet the requirements of the Contract.

4.4. De-establishment from Site

The unit of measurement shall be the sum.

The price shall cover the cost to remove from site the vessel(s) and all associated equipment, tools, and materials which will be established during the contract. No additional payment will be made for the removal of equipment subsequently mobilised as per 4.3.

4.5. Health, Safety, Environmental, Quality and Document Control Requirements

The unit of measurement shall be the sum.

The price shall cover all costs associated with meeting the requirements of the OSH Act, Transnet Health and Safety Specifications, Environmental, Quality Assurance and Document Control Specifications as set out in Part C3 Annexures A, B, C, D, J, K, L and N.

C2.2 Bill of Quantities

The Tenderer details his Bill of quantities attached or makes reference to his Bill of Quantities and attaches it to this pricing data.

NB: All items replaced and installed to be quoted with all necessary fittings.

C2.2 Bill of Quantities

C2.2 Bill of Quantities

The Tenderer details his Bill of quantities attached or makes reference to his Bill of Quantities and attaches it to this pricing data.

NB: All items replaced and installed to be quoted with all necessary fittings.

Item	Description	Unit	Quantity	Rate (R)	Amount (R)
1.	Preliminary & general, safety and labour				
1.1.	Preliminary and General	Sum	1		
1.2	SHERQ Obligations including safety officer registered with SACPCMP	Sum	1		
1.3	Safety File	Sum	1		
1.4	Working permits (Hot work permit)	Sum	1		
1.5	Site Establishment	Sum	1		
1.6	Working at Heights equipment	Sum	1		
1.7	Waste collection and Disposal	Sum	1		
1.8	Site de-establishment	Sum	1		
2.	Queen's warehouse extension (Building E)				
2.1	Remove damaged roof sheeting and discard	m ²	1000		
2.2	Remove damaged roof trusses and discard	m	100		
2.3	Install new treated timber trusses with all necessary fittings	m	100		
2.4	Supply and install new 'Hula Span' 0,8 mm 'A7 Profile' aluminium sheeting with mill finish on one side and corporate grey Colour-Tech PVDF paint coating to other side including accessories fixed to timber purlins, with stainless steel grade 304 self-tapping screws.	m ²	1000		
2.5	Remove damaged gutters and discard	m	70		
2.6	Install new seamless aluminium gutters with all necessary fittings	m	70		

2.7	Remove and replace the damaged stormwater aluminium downpipes with all necessary fittings	No.	10		
2.8	Supply double-sided foil insulation and insulate the roof with double-sided foil insulation	m ²	1000		
2.9	Repair and repaint overhead sprinkler system, with two coats of glossy navy-blue paint	m	400		
2.10	Remove and replace broken window glasses (1.59m x 1.89m)	No.	10		
2.11	Sand down and apply wood borer treatment to wooden frames, finish with a coat of paint (1.9m x 1.6m)	No.	10		
2.12	Remove and replace damaged roller door, including all necessary fittings. (2.85m x 3.56m)	No.	1		
2.13	Remove and replace damaged roller door, including all necessary fittings. (2.73m x 2.86m)	No.	1		
2.14	Sand down and repaint roller door (3.5m x 3.71m) with double coat of grey paint	No.	1		
2.15	Repair, prepare and paint column footings with double coat of glossy yellow paint (0.3m x 0.3m x 0.5m)	No.	15		
2.16	Prepare steel columns and paint with two (2) coats of yellow paint (0,345m x 0.349m x 4.5m High)	No.	15		
2.17	Prepare and repair the damaged walls with plaster	m ²	150		
2.18	Prepare the interior walls and apply double coat of glossy cream paint	m ²	870		
2.19	Prepare the exterior walls and apply double coats of paint glossy grey paint	m ²	950		
2.20	High-pressure clean the floor	m ²	720		
2.21	Sand down the floor in preparation for the screed.	m ²	720		
2.22	Screed the floor to a thickness of 70mm	m ²	720		
2.23	Apply two coats of grey non-slip epoxy	m ²	720		

3.	BUILDING D				
3.1	Roof				
3.1.1	Remove asbestos roof according to Transnet Asbestos Management Plan including disposal to the relevant disposal site within the 30km radius	m ²	600		
3.1.2	Remove and replace fascia boards (0.012m x 0.225m)	m	90		
3.1.3	Remove and replace Barge boards (0.08m x 0.2m)	m	90		
3.1.4	Remove and replace damaged aluminium gutter with box gutter (115mm)	m	90		
3.1.5	Remove and replace aluminium downpipes (0.1m x 0.075m x 4.4m)	No.	4		
3.1.6	Prepare the building, supply and install new galvanised corrugated roof sheeting and all necessary accessories	m ²	600		
3.1.7	Provisional sum for welding section requirements	No.	1	R50000	R50000
3.2	Building Exterior walls				
3.2.1	Remove vegetation on the walls	No.	2		
3.2.2	Repair wall with concrete spalling (2m x 2m)	No.	1		
3.2.3	High pressure clean and sand down walls	m ²	390		
3.2.4	Apply two coats of exterior grey paint	m ²	390		
3.3	Building parking space				
3.3.1	High-pressure clean the interior walls	m ²	390		
3.3.2	Install a 3m high drywall partition to separate male and female change rooms	m	20		
3.3.3	Apply two coats of interior glossy cream white paint to the partition	m ²	120		
3.3.4	Male Change Room				
3.3.4.1	Supply and install solid wood partition and all necessary fittings to separate the ablutions	m ²	20		
3.3.4.2	Supply material and waterproof the walls and floors within the change room	m ²	60		

3.3.4.3	Supply and install new coral white front flush toilet suites with five (5) litre cistern, toilet seat, mechanism and all necessary fittings	No.	2		
3.3.4.4	Supply and install new coral white wall mounted basin and floor pedestal set with chrome basin swivel spout mixer tap and all necessary fittings	No.	2		
3.3.4.5	Supply and install new 200mm chrome round shower head and all necessary fittings	No.	2		
3.3.4.6	Supply and install new white adjustable pivot shower door, shower drain, chrome shower bath mixer tap and all necessary fittings	No.	2		
3.3.4.7	Supply and install solid wood doors with all necessary accessories and paint them with two coats of glossy off-white paint	No.	3		
3.3.4.8	Supply and install 1.3m x 1m wall mirrors	No.	2		
3.3.4.9	Supply and install 40watts extractor fan	No.	1		
3.3.5	Female Change room				
3.3.5.1	Supply and install solid wood partition and all necessary fittings to separate the ablutions	m ²	20		
3.3.5.2	Supply material and waterproof the walls and floors within the change room	m ²	60		
3.3.5.3	Supply and install new coral white front flush toilet suites with five (5) litre cistern, toilet seat, mechanism and all necessary fittings	No.	2		
3.3.5.4	Supply and install new coral white wall mounted basin and floor pedestal set with chrome basin swivel spout mixer tap and all necessary fittings	No.	2		
3.3.5.5	Supply and install new 200mm chrome round shower head and all necessary fittings	No.	2		
3.3.5.6	Supply and install new white adjustable pivot shower door, shower drain, chrome shower bath mixer tap and all necessary fittings	No.	2		
3.3.5.7	Supply and install solid wood doors with all necessary accessories and paint them with two coats of glossy off-white paint	No.	3		
3.3.5.8	Supply and install 1.3m x 1m wall mirrors	No.	2		

3.3.5.9	Supply and install 40watts extractor fan	No.	1		
3.3.6	Supply and install 600mm x 600mm beige matt wall tiles	m ²	180		
3.3.7	Supply and install beige natural stone and glass wall listello and all necessary fittings	m ²	40		
3.3.8	Supply and install 600mm x 600mm beige matt floor tiles	m ²	180		
3.3.9	Supply and install solid drywall partitions to close-off the toilets	m	7		
3.3.10	Prepare the partitions and apply two coats of glossy off-white paint	m ²	45		
3.3.11	Supply material and install ceiling over the new walls (Rhino boards ceiling with fittings)	m ²	90		
3.3.12	Apply two coats of interior bathroom paint to the ceiling board (white)	m ²	90		
3.3.13	Prepare a wall, plaster and paint the concrete cladding inside the building	m ²	9		
3.3.14	Prepare the interior walls and apply double coat of glossy cream paint	m ²	390		
3.3.15	Refurbish and paint the roller door (3.06m x 3.35m)	No.	1		
3.3.16	High – pressure clean the floor, prepare, screed the floor and apply two coats of non-slip epoxy	m ²	315		
3.4	Front locker room				
3.4.1	Remove existing ceiling, dispose the rubble, replace with a new white rhino board ceiling	m ²	14		
3.4.2	Remove floor tiles, dispose the rubble, and replace with new 350 x 350 grey tiles with all necessary fittings	m ²	14		
3.4.3	Remove and replace existing door and paint with glossy grey colour	No	1		
3.4.4	Sand down and apply wood borer treatment to window frame (2.07m x 2.98m)	No.	1		
3.4.5	Paint window frame glossy white (2.07m x 2.98m)	No.	1		
3.4.6	Prepare the interior walls and apply double coat glossy cream white interior paint	m ²	65		

3.5	Kitchen / eating area				
3.5.1	Remove and replace broken ceiling, paint with double coat white ceiling paint	m ²	50		
3.5.2	Remove and replace broken glasses, prepare and paint 2.07m x 2.98m windows	No.	4		
3.5.3	Remove broken tiles and replace with the new 350mm x 350mm grey floor tiles	m ²	50		
3.6	Ablutions/ locker room				
3.6.1	Remove, replace the damage ceiling and paint with double coat of interior ceiling paint	m ²	75		
3.6.2	Remove and discard existing toilets seats, toilet pans and cisterns	No.	2		
3.6.3	Supply and install new coral white front flush toilet suites with five (5) litre cistern, toilet seat, mechanism and all necessary fittings	No.	2		
3.6.4	Prepare and clean existing showers	No.	3		
3.6.5	Remove and discard wash hand basins	No.	2		
3.6.6	Supply and install new coral white wall mounted basin and floor pedestal set with chrome basin swivel spout mixer tap and all necessary fittings	No.	2		
3.6.7	Prepare and paint existing window frames with double coat of white exterior paint (2.07m x 2.98m)	No.	4		
3.6.8	Prepare interior walls and apply double coat of cream white interior paint	m ²	230		
3.6.9	Prepare and vanish the brick wall with two coats of brick vanish	m ²	120		
4	Building A				
4.1	Ground floor				
4.1.1	Remove wooden floor and discard the rubble	m ²	450		
4.1.2	Supply and install the new treated Solid timber flooring and all necessary accessories	m ²	450		
4.1.3	Prepare and apply double coat of non-slip wood guard interior timber varnish (matt finish)	m ²	450		

4.1.4	Prepare the floor, supply and install the grey water resistance coastline bitumen carpet tiles in the offices on both floors, and all necessary fittings	m ²	300		
4.1.4	Bathrooms				
4.1.4.1	Prepare the damaged walls, repair them by concrete spalling	m ²	50		
4.1.4.2	Prepare interior walls, apply double coats of interior paint (cream White) with matte finish	m ²	960		
4.1.4.3	Remove and replace damaged ceiling with rhino boards, discard the rubble, Paint with double coat of white ceiling paint	m ²	470		
4.1.4.4	Remove and replace broken urinal with a white box urinal with its kit, spreader and all necessary fittings	No.	1		
4.1.4.5	Remove and replace broken door (0.9m x 2.02m) and paint with two coats of glossy grey paint	No.	1		
4.1.4.6	Remove wall tiles, supply and install 600mm x 600mm beige matt wall tiles	m ²	120		
4.1.5	Prepare and paint double doors (1.67m x 3.23m) with double coat of glossy off-white paint	No.	3		
4.1.6	Prepare and paint doors with two (2) coats of off-white glossy paint (0.9m x 2.02m)	No.	14		
4.1.7	Remove and replace broken window glasses	No.	20		
4.1.8	Sand down and apply wood borer treatment on window frames. (0.97m x 2m)	No.	35		
4.1.9	Prepare and paint the window frames with white glossy paint (0.97m x 2m)	No.	35		
4.1.10	Prepare wooden staircases and apply double coat of non-slip wood guard interior double life Timber varnish (glossy finish)	m ²	20		
4.1.11	Supply and install non-slip rubber strips at the edge of the steps	No.	30		
4.1.12	Prepare wooden balustrades and apply double coats of wood guard interior double life Timber	m ²	30		

	varnish (glossy finish) on both ground and first floor				
4.1.13	Prepare wooden cladding and apply double coats of wood guard interior double life Timber varnish (glossy finish)	m ²	35		
4.1.14	Demolish drywall partitions, discard the rubble and make good to the floor and walls affected	m ²	160		
4.1.15	Kitchen				
4.1.15.1	Demolish cupboards, discard the rubble (0.6m x 8m x 1m)	m ³	5		
4.1.15.2	Supply and install solid wood white cupboards and all necessary fittings (0.6m x 8m x 1m)	No	1		
4.1.15.3	Supply and install black granite top (0.6m x 8m)	No	1		
4.1.15.4	Demolish the partition and discard rubble	m ²	24		
4.1.15.5	Remove and replace damaged blinds	No.	20		
4.2	Building Exterior				
4.2.1	Prepare, apply two coats of white exterior paint on the veranda ceiling	m ²	250		
4.2.2	Remove corroded existing steel beam on the ground floor veranda ceiling and discard the rubble	m	60		
4.2.3	Remove the existing gutter, accessories and discard the rubble	m	48		
4.2.4	Supply and install new galvanised "I" section steel beam and all necessary accessories	m	60		
4.2.5	Supply and install new seamless aluminium gutters with all necessary fittings (115mm)	m	48		
4.2.6	Remove damaged ceiling panels, replace with a new ceiling panel and all necessary accessories and make good to the affected surfaces	m ²	140		
4.2.7	Apply two coats of white exterior glossy paint to the ceiling panels.	m ²	140		
4.2.8	Prepare and apply two coats of exterior glossy paint on 3.8m high circular columns Circumference = 0.6m	No.	6		

4.2.9	High pressure-clean the exterior walls of the building	m ²	1000		
4.2.10	Prepare walls, supply material, and apply two coats of exterior wall paint (cream white colour)	m ²	1000		
4.2.11	High- pressure clean the veranda floor	m ²	400		
4.2.12	Apply a double coat of non-slip wood guard exterior double life Timber varnish (glossy finish)	m ²	400		
4.2.13	Prepare and apply two coats of exterior glossy paint on each side of the 0.6m high ancient steel balustrades	m	80		
4.2.14	Remove vegetation along the building	P.sum	1	R10 000	R10 000
4.2.14	Remove and replace balcony guard rail (30m x 0.7m)	m ²	25		
4.3	First floor				
4.3.1	Prepare walls, supply, and apply double coat of paint on interior walls (cream white)	m ²	970		
4.3.2	Remove broken glasses on the glass doors and replace with the new door glasses	No.	6		
4.3.3	Remove built in cupboards and replace with white solid wood cupboards (1.2m x 0.6m x 1m)	No.	1		
4.3.4	Supply and install new black granite counter-top	m ²	2		
4.3.4	Kitchen				
4.3.4.1	Remove existing cupboards and install new solid wood kitchen cupboards and all necessary fittings (6.6m x 0.9m x 0.56m)	m ³	6		
4.3.5	Open existing wall cracks for a minimum width of 10mm and 10mm deep and then fill up epoxy repair mortar	m	50		
4.3.6	Remove existing timber flooring and discard the rubble	m ²	460		
4.3.7	Supply and install the new treated solid timber flooring	m ²	460		
4.3.8	Apply double coats of non-slip wood guard interior double life Timber varnish (glossy finish)	m ²	460		

4.3.9	Bathroom				
4.3.9.1	Remove the existing toilets seats, toilet pans, cisterns and discard the rubble	No	5		
4.3.9.2	Remove existing wash hand basins and discard the rubble	No	3		
4.3.9.3	Remove existing floor tiles and discard the rubble	m ²	40		
4.3.9.4	Remove existing wall tiles and discard the rubble	m ²	95		
4.3.9.5	Supply material and waterproof the ablution floors and walls	m ²	135		
4.3.9.6	Supply and install new coral white front flush toilet suites with five (5) litre cistern, toilet seat, mechanism and all necessary fittings	No.	5		
4.3.9.7	Supply and install new coral white wall mounted basin and floor pedestal set with chrome basin swivel spout mixer tap and all necessary fittings	No.	3		
4.3.9.8	Supply and install new non-slip beige matt 600mm x 600mm bathroom floor tiles	m ²	40		
4.3.9.9	Supply and install new beige matt 600mm x 600mm bathroom wall tiles	m ²	95		
4.3.9.10	Supply and install beige natural stone and glass wall listello and all necessary fittings	m ²	10		
4.3.9.11	Sand down and paint wooden rafter	m ³	5		
4.3.9.12	Remove folding wooden door and replace with new solid wood folding and paint with double coats off-white glossy paint	No.	3		
4.4	Roof				
4.4.1	High pressure-clean the roof	m ²	1100		
4.4.2	Remove and replace damaged roof sheeting	m ²	300		
4.4.3	Apply Eco Rubber waterproofing to existing corrugated metal roof	m ²	1100		
4.5	Fencing				
4.5.1	Prepare and paint outside fencing and columns with double coat of exterior cream white paint	m ²	40		
4.6	Moving of furniture to different floors	P.Sum	1	R100 000	R100 000

5	Parking				
5.1	Supply and paint parking bays	No.	200		
	Signage				
6.	Supply and install signage in the new ablutions and in the car park	No.	20		
	Sub-Total (excluding VAT)				
	VAT @15%				
	TOTAL (including VAT)				

Part C3: Scope of Works

PART 3: SCOPE OF WORK

Document reference	Title	No of pages
C3.1	Scope of Work	4 - 33
	Total number of pages	33

C3 Scope of Work

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1. Description of the works

1.1 Executive overview

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

It was determined that handling automotive and loading to ship across a "flattened pier section" at a constant level between quay walls can greatly increase automotive throughput at a seaport. This philosophy was thought to be appropriate for the Durban Port, and it could be implemented through a variety of Port modifications, including the expansion of the Automotive Terminal onto the Ocean Terminal Pier. It is against this backdrop that TNPA initiated numerous work packages focusing on the relocation projects in order to achieve the abovementioned aspirations.

This scope is part of the relocation work packages and shall focus on the refurbishment of 111 Mahatma Gandhi Road complex. This refurbishment project is initiated to accommodate the Transnet Port Terminal's staff which is currently located at an area earmarked for the Automotive Terminal expansion.

The benefits of refurbishment of 111 Mahatma Gandhi Road complex are as follows:

- Providing safe working environment for TPT employees
- Optimization of Port Land usage for TPT
- Supporting the KZN Logistic Hub Development
- Economies of scale in terms of shared services (security, cleaning, etc.)

1.2. General description of the works

The Refurbishment of 111 Mahatma Gandhi Road complex entails the following work packages:

- Building works

The scope to be carried out shall include but not limited to supply, delivery of material and execute the following works:

- Protection of works
- Demolition
- New Floor covering
- Screeding
- Installation of plumbing and sanitary ware
- Refurbishment of floors
- Preparation and vanishing timber flooring
- Preparation and vanishing of Brickwork
- High pressure cleaning
- Wall plastering
- Preparation of walls
- Painting
- Installation of doors and necessary accessories
- Installation of glazing, shopfronts, and windows
- Waterproofing of roofing, slabs, and walls
- Roofing installations
- Sisalation / roof insulation
- Installation of ceilings
- Asbestos Management
- Clearing Vegetation
- Concrete Spalling
- Dry wall installation
- Repairing wall Cracks
- Disposal of Waste items

2. Technical description for the repairs

The Contractor shall submit the sample of the material to the project manager or supervisor prior to purchasing the material for installation.

2.1 Building A

- Remove the damaged wooden floor and discard the rubble.
- Supply and install the new treated Solid timber flooring and all necessary accessories.
- Prepare and apply double coat of non-slip wood guard interior timber varnish to have a matte finish.
- Prepare the damaged walls, repair them by concrete spalling to the specification on section 2.8
- Prepare interior walls, apply double coats of cream white interior paint with matte finish
- Remove and replace damaged ceiling with rhino boards, discard the rubble
- Remove and replace broken urinal
- Remove and replace broken door
- Remove and replace wall tiles
- Prepare and paint double doors
- Prepare and paint doors with two (2) coats of off-white glossy paint
- Remove and replace broken window glasses
- Sand down and apply wood borer treatment on window frames.
- Prepare and paint the window frames with white glossy paint.
- Prepare wooden staircases and apply double coat of non-slip wood guard interior double life Timber varnish to have a glossy finish.
- Install non-slip rubber strips at the edge of the steps
- Prepare wooden balustrades and apply double coats of wood guard interior double life Timber varnish on both ground and first floor, to have a glossy finish.
- Prepare wooden cladding and apply double coats of wood guard interior double life Timber varnish to a glossy finish.
- Demolish drywall partitions and discard the rubble.
- Demolish built-in cupboards and discard the rubble.
- Demolish the partition and discard the rubble to extend the kitchen
- Remove and replace damaged blinds

- Prepare and apply two coats of white exterior paint on the veranda ceiling
- Remove corroded existing steel beam on the ground floor veranda ceiling and discard the rubble
- Remove the existing gutter, accessories and discard the rubble
- Supply and install new I section steel beam and all necessary accessories
- Supply and install the new seamless aluminium gutters with all necessary fittings
- Remove damaged ceiling panels and replace with a new ceiling panel and all necessary accessories
- Apply two coats of white exterior paint to the ceiling panels.
- Prepare and apply two coats of exterior glossy paint on circular columns
- High pressure-clean the exterior walls of the building
- Prepare walls, supply material, and apply two coats of exterior wall paint
- High- pressure clean the veranda floor
- Apply a double coat of non-slip wood guard exterior double life Timber varnish to have a glossy finish
- Prepare and apply two coats of exterior glossy paint on each side of the ancient steel balustrades
- Remove vegetation along the building
- Remove and replace balcony guard rail.
- Prepare walls, supply, and apply double coat of cream white paint on interior walls.
- Remove broken glasses on the glass doors and replace with the new door glasses.
- Remove and replace built in cupboard.
- Remove and install new kitchen cupboards and all necessary fittings.
- Open existing wall cracks for a minimum width of 10mm and 10mm deep and then fill up epoxy repair mortar
- Remove existing timber flooring and discard the rubble
- Supply and install the new treated solid timber flooring
- Apply double coats of non-slip wood guard interior double life Timber varnish to have a glossy finish.
- Remove the existing toilets seats, toilet pans, cisterns and discard the rubble
- Remove existing wash hand basins and discard the rubble

- Remove existing floor tiles and discard the rubble
- Remove existing wall tiles and discard the rubble
- Supply material and waterproof the ablution floors and walls
- Supply and install the new toilet pans, toilet seats and cisterns and all necessary fittings
- Supply and install new wash hand basins and all necessary fittings
- Supply and install new non-slip beige matt floor tiles
- Supply and install new beige matt wall tiles
- Sand down and paint wooden rafter
- Remove and replace folding wooden door
- High pressure-clean the roof
- Remove and replace damaged roof sheeting
- Apply Eco Rubber waterproofing to existing corrugated metal roof
- Prepare and paint outside fencing and columns paint
- Moving of furniture to different floors.
- Supply and paint parking bays

2.2 Building D

- Safely remove Asbestos, following all safety protocol according to the Transnet Asbestos Management plan. Dispose asbestos according to the waste management plan.
- Broken and corroded gutters and rainwater downpipes shall be removed, disposed off-site and new gutters and downpipes shall be installed
- The corroded Roof sheeting shall be removed and replaced with new hot dipped galvanized sheets
- Repair all concrete spalling to the to the specification on section 2.8
- High Pressure clean exterior walls to the specification below and apply two coats of Grey paint.
- High Pressure clean interior walls to the specification below.
- Bidder will be tasked with the construction of a 3-meter dry wall partition to separate the male and female locker rooms. Each locker room to be further separated as per the drawings provided to cater for a change room and a bathroom which is to include two showers and two toilets.

- Supply and install two extractor fans for each locker room.
- Supply and install beige matt tiles for the walls and floors of each locker room.
- Supply and apply paint to the locker rooms to the specification below.
- Refurbishment of the roller door and apply a double coat of paint
- High pressure the screeded floor to the specification below and apply two coats of non-slip epoxy to the screed.
- Remove existing ceiling, dispose the rubble, replace with a new white rhino board ceiling
- Remove tiles, dispose the rubble, and replace with new tiles
- Remove and replace existing door with glossy grey door
- Sand down and apply wood borer treatment to window frame to kill of any living creatures within the wood.
- Apply glossy white paint to the window frame to the specification below
- Prepare the interior walls and apply double coat of paint
- Remove and replace broken ceiling, paint new ceiling board
- Remove and replace broken glasses, prepare, and paint windows frames
- Remove broken tiles and replace with the new floor tiles
- Remove and replace damaged ceiling and paint new ceiling boards
- Remove and discard existing toilets seats, toilet pans and cisterns
- Supply and install new toilet pans, toilet seats, toilet cisterns and all necessary fittings where the old items were removed.
- Prepare and clean existing showers to restore them.
- Remove and discard non-working wash hand basins.
- Supply and install new wash-hand basins with all necessary fittings needed for the basins to operate.
- Prepare and paint existing window frames
- Prepare interior walls and apply double coat of cream white interior paint.
- Prepare and vanish the brick wall with two coats of brick vanish

2.3 Building E

- The corroded Roof sheeting shall be removed and replaced with new hot dipped galvanized sheets.
- Install new treated timber trusses with rolled connector plates.
- Supply and install new 'Hula Span' 0,8 mm 'A7 Profile' aluminium sheeting with mill finish on one side and corporate grey Colour-Tech PVDF paint coating to other side including accessories fixed to timber purlins, with stainless steel grade 304 self-tapping screws.
- Broken and corroded gutters and rainwater downpipes shall be removed, disposed off-site and new gutters and downpipes shall be installed.
- Supply and install double sided foil insulation to the roof.
- Repaint overhead sprinkler system,

Appearance	Low sheen
Generic type	Pure acrylic
Volume Solids	38%
Viscosity	85 – 90KU
Recommended DFT	25 – 35 µm per coat
Recommended WFT	66 – 92 µm per coat
Theoretical spreading rate	12.7 m ² /L per coat @ 30 µm DFT. This serves as a guide only
TVOC	White: 13 g/L, Standard colours: 13-19 g/L, Tint bases: 13 g/L

- Remove and replace all broken windows
- Sand down the wooden frames with 80 grit sandpaper, apply woodborer treatment. Wait for the treatment and then paint the frame
- Remove, dispose and replace the damaged roller doors as indicated. Apply a double coat of paint.

- Repair concrete footings with USDA-approved grout, and paint the column footings. Using paint specifications as indicated below.
- Sand down the steel column to prepare for a double coat of yellow paint as indicated in the paint specification below.
- Repair cracks in the walls to the specification below and prepare walls for paint with a double coat of cream white paint for the interior walls and a double coat of grey paint for the exterior walls.
- High pressure clean the floors to the specification below.
- Sand down the floors in preparation for a 70mm screed and apply two coats of non-slip epoxy on the screed.

2.4 Roof accessories

- Broken and corroded gutters and rainwater downpipes shall be removed, disposed off-site and new gutters and downpipes shall be installed sizes on site.
- The corroded Roof sheeting shall be removed and replaced with new hot dipped galvanized sheets

2.5 Pressure cleaning

- Using 120 to 140 BAR pressure, high pressure cleans with water the exterior walls, windows, walls to remove dirt.
- Ensure air-condition devices and electrical cables are protected from water to avoid damage.

2.6. Plastering

- All walls with areas of flaking paint and mold-like growth shall be scraped down. It must be confirmed that the mold-like growth is mold. If so, then special precaution shall be taken in treating it and that all necessary health precautions shall be adhered to, i.e., disposable gloves, masks and goggles must be worn when treating areas with mold.
- The repaired walls shall be plastered to match the level of the existing plaster.

2.7 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 and spot sheet.
- All paint used shall be SABS approved and painting shall be done in accordance with the requirements of SANS 10305.
- 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.
- Exterior paint product information:

Appearance	Low sheen
Generic type	Pure acrylic
Volume Solids	38%
Viscosity	85 – 90KU
Recommended DFT	25 – 35 µm per coat
Recommended WFT	66 – 92 µm per coat
Theoretical spreading rate	12.7 m ² /L per coat @ 30 µm DFT. This serves as a guide only
TVOC	White: 13 g/L, Standard colours: 13-19 g/L, Tint bases: 13 g/L

2.8 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 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.

2.9 Verandah

- The lean-to roof structure on the West Side shall be reinstated using the existing columns stored on site with new treated timber and roof sheeting

2.10 Timber deck

- The existing damaged timber deck shall be removed and disposed off-site.
- New deck shall be supplied and installed
- The corroded posts and welds shall be mechanically de-rusted down to shiny metal using a wire brush. The all-de-rusted areas shall be painted with one coat Zinc Galvanised 6 Primer, one coat Enamel Undercoat and two coats Enamel Final Coat.

2.11 Water proofing

- 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 rainwater outlets and allow sufficient curing.
- Apply bitumen prime primer to the 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 rainwater 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 high on all corners.

- Apply 3 x coats super laykold with membrane as flashing where the torch on membrane meets concrete and all corners etc. And over parapet walls- 100mm horizontal x 100mm vertical flashing.
- Apply 2 x coats of silvakote.
- Waterproofing to be installed by an approved contractor under a ten-year guarantee.

2.12 Cracks

- Open the cracks to a minimum width of 10mm and 10mm deep on either side of the wall where crack is mirrored. Ensuring that any previous crack repair materials are completely removed down to a sound, dry and clean substrate.
- Using epoxy repair mortar, fill the opened crack and smooth over with a trowel on the exterior face.
- Cracks less than 3mm wide shall be reamed out and sealed with structural non-shrink repair mortar.

2.13 Waste collection and disposal

- All rubble and debris must be cleared from site and site to be left clean.
- The collection and disposal of all the rubble/ waste on site should only be done by contractor or subcontractor with waste disposal license issued by Transnet National Ports Authority, Port of Durban.

2.14 Safe equipment for working at height

- Supply safe and suitable working at height equipment for every height work.
- The 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.

2.15 Furniture removal

- Furniture will be moved from the first floor to the ground floor while work is being completed on the first floor.

- Furniture to be moved to the first floor while work is being completed on the ground floor
- Ground floor furniture will be placed back after all work is finished on the ground floor

2.16 Floor Carpet Tile (for offices and control room)

Water resistance Coastline Bitumen Carpet Tiles for offices

Colour: Grey

Size :500mm x 500mm

Pattern: Block

2.17 Window Blinds

- 25 x 0,21mm Aluminium venetian blinds - silver metallic finish

3. Reference documents

- Construction Regulations 11 of the Occupational Health and Safety Act.
- National Ports Act (Act No. 12 of 2005 as amended).
- SANS 1200 series of standardized Specification for Civil Engineering Construction.
- Building regulations

4. Employer's objectives

The Employer, Transnet National Ports Authority, objectives is to refurbish the 111 Mahatma Gandhi Road Complex, to the specifications detailed under 1.2. The successful completion of this project will ensure that Transnet National Ports authority's strategy to limit the terminal for operation only will be successful.

5. Interpretation and terminology

The following abbreviations are used in this Works Information:

Abbreviation	Meaning given to the abbreviation
BBBEE	Broad Based Black Economic Empowerment
CEMP	Construction Environmental Management Plan
CDS	<i>Contractor</i> Documentation Schedule
CM	Construction Manager
CSHEO	<i>Contractor 's</i> Safety, Health and Environmental Officer
DWG	Drawings
SANS	South African National Standards
SHE	Safety, Health and Environment
SMP	Safety Management Plan

6. Supervision

- The Contractor or a responsible person empowered to act for him shall be constantly on the site to supervise and receive the instructions of the Project Manager
- The Scope of work states the requirements for the repair/repainting methods.
- In case where the information presented to the Contractor is copyright to the Employer, the Employer grants permission to the Contractor to use such information solely for the purpose of the works only

7. Construction

7.1. Temporary Works, Site Services and Construction Constraints

- The Contractor complies with Employer's Site entry and security control, permits, and Site regulations.
- The Contractor bears all costs incurred in providing Contractor's personnel with ID cards and access permits to the site.
- The Contractor is specifically excluded from entering the Employer's Operational Areas which are outside the Site and Working Areas. The Contractor plans and organises his work in such a manner so as to cause the least possible disruption to the Employer's operations.

- The Contractor ensures the safe passage of Contractor's traffic to and around the Site and Working Areas at all times that includes providing flagmen, protective barriers, signage and so forth for protection, direction and control of traffic.
- The Contractor 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.
- People restrictions on Site; hours of work, conduct and records:
 - The Contractor's personnel and Sub-Contractor's on site are restricted from accessing areas outside the approved Working Area.
- The Contractor complies with the following hours of work for his people including Sub-Contractors employed on the Site:
 - Monday to Friday: 07:30am 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.

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.

7.2 Health and Safety Facilities on Site

- All health and safety matters associated with the Works shall 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.
- 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.
- The Contractor must prepare and submit the occupational health & safety file to the Project Manager for acceptance. The Project Manager will then submit the occupational health & safety to the TNPA Legal & Compliance Department for approval before the commencement of the works.
- 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 for the Contractor's account.
- The Contractor ensures that its Sub-Contractors comply with the requirements of the Occupational Health & Safety Act, 1993 (Act No. 85 of 1993).
- The Contractor performs the works and all construction activities within the Site and Working Areas in accordance with the Contractor's Health and Safety Management Plan (CHSMP).

7.3 Title to Materials from Demolition and Dismantling

- 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 Employer 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.

7.4 Co-operating with and Obtaining Acceptance of Others

- The Works will be performed in an operational environment, work will proceed with normal duties, during 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.

7.5 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:
 - 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.

7.6 Equipment provided by the Employer

No Equipment will be provided by the Employer.

7.7 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.

7.8 Existing Premises, Inspection of Adjoining Properties and Checking Work of Others

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

8. Health and Safety Risk Management

All health and safety matters associated with the *Works* will be dealt with in accordance with the Transnet National Ports Authority project specific Health and Safety Specification.

The *Contractor* must prepare Project specific Health and Safety Procedures which addresses the requirements of project health and safety specification.

The *Contractor* must 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.

The Plan (CHSMP) must be in writing and presented to TNPA or nominated representatives for review and acceptance. The Plan must at least "be accepted with comments" by TNPA before permission can be granted to Contractors to mobilise to site.

The *Contractor's* Health and Safety Management Plan must be in line with the Project Specification which indicates Project Specific site safety requirements.

Any proposed amendments or revisions to the CHSMP shall be submitted to TNPA for review and acceptance, and once accepted, it becomes part of the TNPA Safety Management Plan

The *Contractor* shall ensure that its *Subcontractors* comply with the requirements of the CHSMP and relevant statutory requirements as may be defined by OHS Act 85 of 1993.

The CHSMP is regarded as a living document therefore TNPA may require the *Contractor* from time to time to supplement its safety manual, policies and procedures with guidelines and /or operating standards provided.

Contractor shall ensure that all its employees are send for Induction and submit Pre-employment medical examinations before allowed to work on the Project and Exit medical examination before leaving the site. These medical examinations must be carried out by a registered Occupational Health practitioner at *Contractors* cost.

The *Contractor* makes the CHSMP available to its employees and *Subcontractors* in the language of this *Contract* and other local languages as required.

The *Contractor* must arrange and participate in a Hazard in Construction study (HAZCON) before the beginning of activities or as directed by the *Project Manager*. The *Contractor* must perform and facilitate HAZCON studies using PHA-Pro version 8 or latest and use an industry standard Risk Matrix.

The *Contractor* completes a Job Safety Analysis (JSA) prior to carrying out any operation on the Site and/or Working Area to the approval of the Project Manager or other person acting on his.

8.1 Responsibilities of the Project Site Safety Management

The *Contractor* must appoint a competent Construction Manager who shall be responsible for the successful and safe completion of all work to be carried out by the *Contractor* as required by the Construction regulations of 2014, regulation 8(1) and should be registered with SACPCMP.

The *Contractor* construction supervisor is responsible for ensuring that the *Contractor* complies with the CHSMP. Project Site Health and Safety Manager (PSSM) and Health and Safety Officers will assist construction manager to ensure implementation of HSMP and they must be competent in building refurbishment and building construction projects, registered and in good standing with SACPCMP.

The PSSM specific tasks are:

- Provide advice and support to the established governance structures such as Safety Committees.
- Provide advice and input to management on review of safety compliance audits.
- Implement a system for reporting and recording of all incidents, performance analysis and calculating and recording LTIs.
- Implement sustainable statistical process controls so that continuous improvement is achieved.
- Monitor and facilitate training of Safety and Health Policies, Procedures and Practices so that all staff members are aware and adhere to these.
- Investigate any Safety and Health incidents reported by safety officers so that immediate and appropriate measures are taken.
- Review and improve Project Safety and Health Plans.

9. Environmental and Waste Management

- During the preparation and implementation of the project on site should there be waste generated. The service provider will be expected to follow TNPA proper waste management.
- Ensure that high level of housekeeping is always maintained and make sure that they clean the site every day before they go.
- Comply with all legal and other requirements including this specification.

- Provide method statement that includes waste management plan for approval

The Environmental Management Plan (EMP) to be kept on the SHE File must include, but not limited to the following sections detailing possible environmental aspects and impacts and management controls pertaining to aspects and impacts identified:

- Protection of sensitive/no-go areas;
- Management of hazardous chemicals and flammable substances;
- Pollution control & Spill response;
- Waste Management;
- Environmental education and awareness;
- Protection of marine species and birds;
- Monitoring and auditing; and
- Record keeping.

9. Quality Assurance Requirements

The *Contractor* shall have, maintain and demonstrate its use to the *Project Manager* (and/or the *Supervisor* to satisfy the requirements set out in the Scope of Works as appropriate) the documented Quality Management System to be used in the performance of the Works as per the QAL-STD-0001. The *Contractor's* Quality Management System shall conform to International Standard ISO 9001 (or an equivalent standard acceptable to the Project Manager).

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

- Quality Plan for the *Contract*
- Quality Policy
- Index of Procedures to be used
- A schedule of internal and external audits during the *Contract*

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.

The *Project Manager* indicates those documents required to be submitted for 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*.

The Quality Plan means the *Contractor's* statement, which outlines strategy, methodology, resources allocation, QA and Quality Control co-ordination activities to ensure that the Works meet the standards stated in the *Works* Information.

10. Completion, Commissioning and Correction of Defects

10.1 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.
Snag and inspection before hand over	Within 2 days prior to Completion.
Completion certificate and manuals	At Handover

The Contractor is permitted to carry out the following Works after Completion:

- Snags if they are being identified at the handover.

Use of the works before Completion has been certified will not form part of this contract.

- The Employer will not use part / parts of the Works before Completion is certified by the Project Manager.

10.2 Access Given by the Employer for Correction of Defects

Upon prior arrangement, The Contractor will be granted access to the buildings located at 111 Mahatma Gandhi Road 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:

- Safety requirements, develop method statement and risk assessment.
- Undergo TNPA inductions to obtain access permits.
- Obtain access permits from TNPA permit office.

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 above

10.3. Operational maintenance after Completion

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

11. Plant and Materials Standards and Workmanship

11.1 Investigation and Site Clearance

- The Contractor will be responsible for the setting out of the works.
- Prior to commencing the works the Contractor records any defects or inaccuracies related to the existing seawall 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.

11.2 Workmanship

- The Contractor shall ensure that all sub-Contractors have obtained a copy of the Works Information requirements and that the sub-Contractors have thoroughly familiarised themselves with the contents of the Works Information. The Contractor shall also ensure that

all sub-Contractors are suitably qualified and experienced to carry out the work for which they have been sub-contracted.

- The Project Manager may, at his discretion, require a Quality Audit of Sub-Contractor (s) to ensure that the sub-Contractor(s) have the necessary management, facilities, skilled staff, and quality control facilities to provide the Works to ensure compliance with the Works Information.

12. Particular Specifications

Refer to the following Annexures to this Works Information:

- Annexure A – Transnet National Ports Authority Health and Safety Specifications
- Annexure B – Transnet National Ports Authority Standard Environmental Specifications

13. List of Drawings

The Employer will make available all the available drawings as required by the service provider. Where there are no existing layouts, the Contractor will be required to develop a layout.

14. Management and Start-Up

14.1 Management meetings

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.

15. Documentation Control

All incoming documents (external origin) shall be forwarded to the project manager for scanning, filing, including reference, sequential number allocation and registration.

16. Insurance provided by the Employer

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

17. Records of Defined Cost, Payments and Assessments of Compensation Events Kept by Contractor

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

- Records of design employee's location of work (if appropriate);

- Records of Equipment used, and people employed outside the Working Areas (if applicable)

18. Procurement

18.1 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:

- The Transnet Procurement Procedures Manual (PPM);
- 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 (B-BBEE); and
- 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.

18.2 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.

- Transnet will not participate in corrupt practices and therefore 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, 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.
- 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).
- 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)
- Transnet’s relationship with suppliers requires us to clearly define requirements, 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, B-BBEE status, etc.);
 - Corrupt activities listed above; and
 - Harassment, intimidation or other aggressive actions towards Transnet employees.
- Suppliers must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence is conducted and the supplier is expected to participate in an honest and straight forward manner.
- Suppliers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.

18.3 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.
- Doing business with family members
- Having a financial interest in another company in our industry

19. The Contractor's Invoices

- 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.
- The invoice must correspond to the Project Manager's assessment of the amount due to the Contractor as stated in the payment certificate.
- Invoices submitted by hand are presented to:

Transnet National Ports Authority
Queen's warehouse building
237 Mahatma Gandhi Road

Durban, South Africa
4001

For the attention of The Contract Administrator, Transnet National Ports Authority
The invoice is presented as an original.

20. People

Minimum requirements of people employed on the Site

- South African Work Permits
- PPE
- Medically and physically fit
- Must be inducted by TNPA

Key personnel

The tenderer must submit the CV's of the following key personnel

Items	Key Personnel	Qualifications	Experience
1.	Project manager	<ul style="list-style-type: none"> Must have NQF level 6 or above in the built environment. Must be registered with SACPCMP or PMI or any internationally recognised equivalent regulative professional body 	Must have experience in building refurbishment or building construction projects, with traceable references in the last 10 years.
2.	Building Foreman/Supervisor	<ul style="list-style-type: none"> Must have a minimum of N6 or equivalent in Building construction and trade test in building construction 	Must have experience in building refurbishment or building construction projects, with traceable references in the last 8 years.
3.	Safety officer	<ul style="list-style-type: none"> Must have NQF level 6 Safety Management qualification or other relevant disciplines such as SAMTRAC Professional Registration with South African Council for the Project and Construction Management Professions (SACPCMP) or any recognised equivalent regulative professional body 	Must have 8 years' experience in building refurbishment or building construction projects, with traceable references.

21 Subcontracting

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.
- 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 Subcontract unless approved otherwise by the Project Manager.

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.

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.

22. Annexures

All Annexures are those listed in the Annexure Summary appended to this Works Information. All Annexures as listed in the Annexure Summary must be regarded as being part of the Works Information.

The *Contractor* is to take note that this project was previously managed by TGC / Transnet Group Capital, hence some of the references, annexures or specifications will retain as TGC / Transnet Group Capital though the project is now managed by TNPA.

List of Annexures

All the annexures listed hereunder shall be deemed to form part of the Works Information.

Annexure	Description / Discipline	Document No(s)
A	Port Of Durban Point 111 Point Road	DH62O0002-019-02
B	Refurbishment Of Building D and E	DH62O0002-050-00
C	Asbestos Management Plan	
D	Standard Operating Procedure Covid-19 Health Care Waste Management On Construction Sites	TGC-IMS-ENV-SOP-009.001
E	Project Health and Safety Specification	HAS-S-0001
F	CAD Standards	ENG-STD-0001
G	Site Emergency Management	HAS-P-0001 - Rev 0
H	Occurrence Reporting and Investigation	HAS-P-0002 - Rev 0
I	Transnet Integrated Management System Policy Commitment Statement	TIMS-IMS-GRP-GDL-002-1
J 1	Construction Environmental Management Plan (CEMP)	ENV-STD-001 Rev 04
J2	Standard Environmental Specifications (SES)	ENV-STD-002 Rev 04
K	<i>Contractor</i> Documentation Submittal Requirements	DOC-STD-0001 rev 3

L	General Quality Requirements for <i>Contractors</i> and Suppliers	QAL-STD-001 rev 1
M	Principal Controlled Insurance	
N	<i>Contractor</i> Safety Questionnaire	
O	Health & Safety Pricing Schedule	TRN-IMS-GRP-GDL 014.4
P	TGC IR	
Q	Covid-19 Occupational Health and Safety Measures in Workplaces Covid-19 (C19 OHS), 2020	
R	TNPA List of Approved Waste Services <i>Contractors</i>	
S	Standard for uniformity in Engineering and Construction	
T	Integrated Management System – Occurrence and Non-conformance Management Procedure	TRN-IMS-GRP-PROC-013

Part C4: Site Information

Site Information



111 Mahatma Gandhi Road front view



111 Mahatma Gandhi Road complex aerial view

2. Access and access permits

Access to 111 Mahatma Gandhi Road complex requires access permits which shall be obtained from TNPA security offices located at Bay Terrace Building. All costs incurred in providing

construction personnel with access permits shall be borne by the Contractor. Access certificates will be arranged by TNPA Project Manager. Access to both sites is through Transnet security checkpoints. The contractor shall take into account the traffic congestion through these checkpoints into account when determining their transportation requirements. Pedestrian movement within these sites is not permitted unless authorised by the Project Manager and on routes designated by the Project Manager in conjunction with Port security. Movement of construction staff within the site shall be by vehicle.

Maintaining client's access

The surrounding areas of 111 Mahatma Gandhi Road complex are used by the client whose varied interests shall be protected where possible by the Contractor during the contract. The Contractor shall keep the safe passage of traffic to, from and within the site at all times. This shall entail the provision of flagmen, protective barriers, signs, etc for protection, direction and control of traffic. The contractor shall maintain the speed limit of 20km/h when driving within the site.

The site is located within the port's boundary in the Point precinct the flow of traffic that should not be disrupted.

Access to the site will be along Mahatma Gandhi Road towards Nelson Mandela cruise terminal, the Contractor is to avoid traffic peak hours when accessing the site. The Contractor shall take every reasonable precaution to prevent damage to any roads or entrances used to access the site and shall restrict loads to avoid damages to the entrances to both sites.

Occupations and work permits

Hot work permit

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

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

Existing services

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

In addition to the above, the Contractor shall consult the NEC ECC3 supervisor prior to undertaking any excavation work. The Contractor must thereafter exercise due care and attention in carrying out the agreed excavation work as may be directed by the NEC ECC3 supervisor to avoid damage or disruption to existing services.

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

The Contractor is required to liaise with the NEC ECC 3 supervisor and establish as accurately as possible, the location of the various existing services situated within the works area and record all such information on a suitable "marked -up" drawing for reference at all times.

Site camp

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

The construction site camp shall be clearly sign posted as such and be compliant with the relevant prevailing safety regulations and restrictions until the Contractor has de-established the camp and this has been approved by the Project Manager or NEC ECC3 Supervisor