

Transnet National Ports Authority

an Operating Division of **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR PROPOSAL (RFP)

REFURBISHMENTS TO BUILDING B2/445 AT THE OLD I&J SITE FOR A PERIOD OF THREE (3) MONTHS

RFP NUMBER	: TNPA/2023/09/0019/41688/RFP
ISSUE DATE	: 27 October 2023
COMPULSORY CLARIFICATION MEETING	: 07 November 2023
CLOSING DATE	: 21 November 2023
CLOSING TIME	: 16h00
TENDER VALIDITY PERIOD	: 12 Weeks from closing date

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Part T1: Tendering Procedures

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	REFURBISHMENTS TO BUILDING B2/445 AT THE OLD I&J SITE
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 07 November 2023, at 10:00 [10 O'clock] for a period of ± 3 (three) hours. [Tenderers to provide own transportation and accommodation]. The Compulsory Tender Clarification Meeting will start punctually, and information will not be repeated for the benefit of Tenderers arriving late.</p> <p>A Site visit/walk (Optional) 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 tender briefing.</p> <p>Tenderers are required to bring this Returnable Schedule T2.2-01 to the Compulsory Tender Clarification Meeting to be signed by the Employer's Representative.</p> <p>Tenderers failing to attend the compulsory tender briefing will be disqualified.</p>

CLOSING DATE	16h00 on (21/11/2023) Tenderers must ensure that tenders are uploaded timeously onto the system. No late tender submissions will be accepted.
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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 T2.2-26], [**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

T1.1 Tender Notice and Invitation

"HOW TO" GUIDE FOR BIDDERS

REGISTER ON ETENDER PORTAL

ACCESS TENDERS

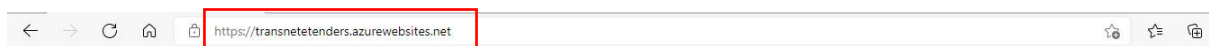
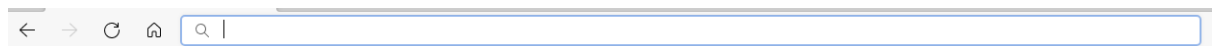
NB: Do not wait for the last minute to register or to upload a tender. Ensure you complete your process at least 1 day (24 hours) before the closing date

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?

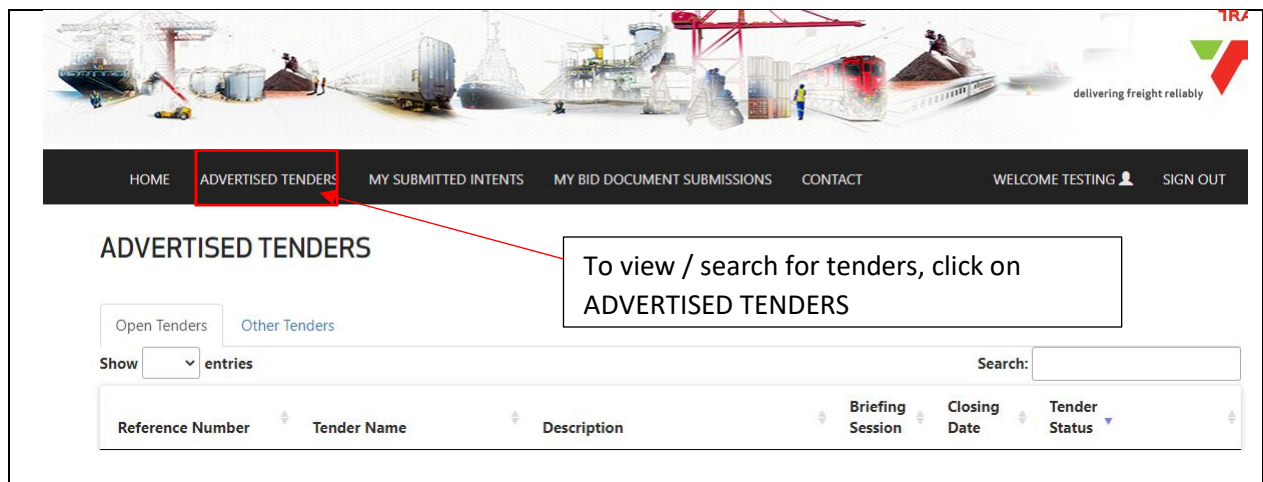
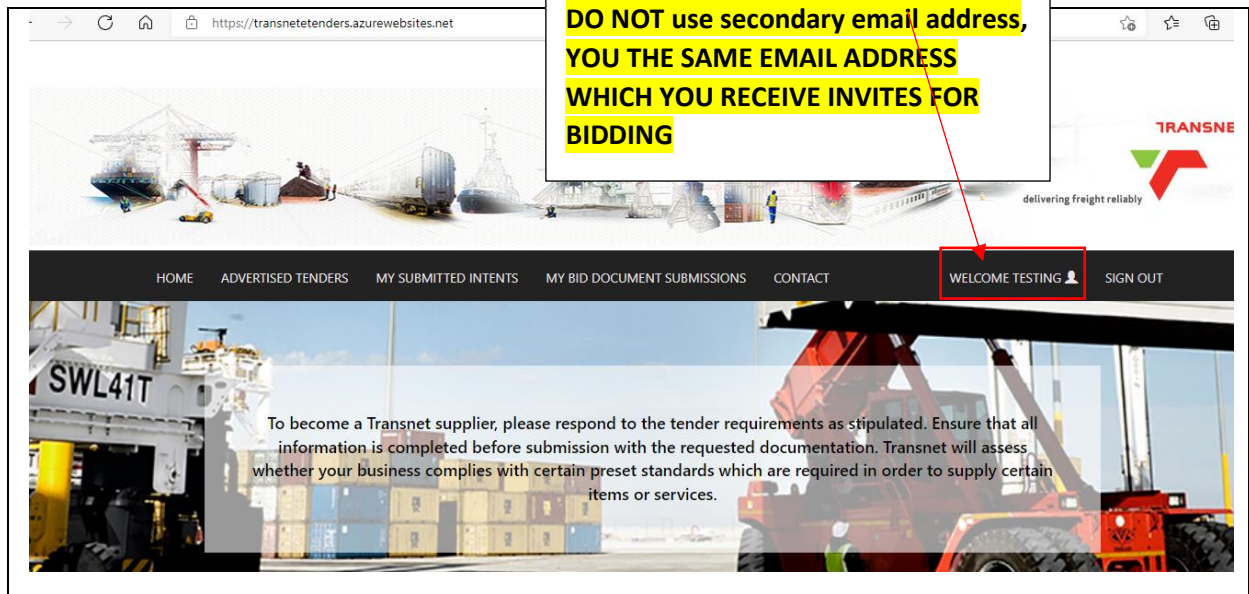
Sign in

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.

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	
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

HOME
ADVERTISED TENDERS
MY SUBMITTED INTENTS
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SIGN OUT

ADVERTISED TENDERS

Open Tenders
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.

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

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](#)



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ADVERTISED TENDERS
MY SUBMITTED INTENTS
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WELCOME TESTING
SIGN OUT

MY SUBMISSION INTENTS

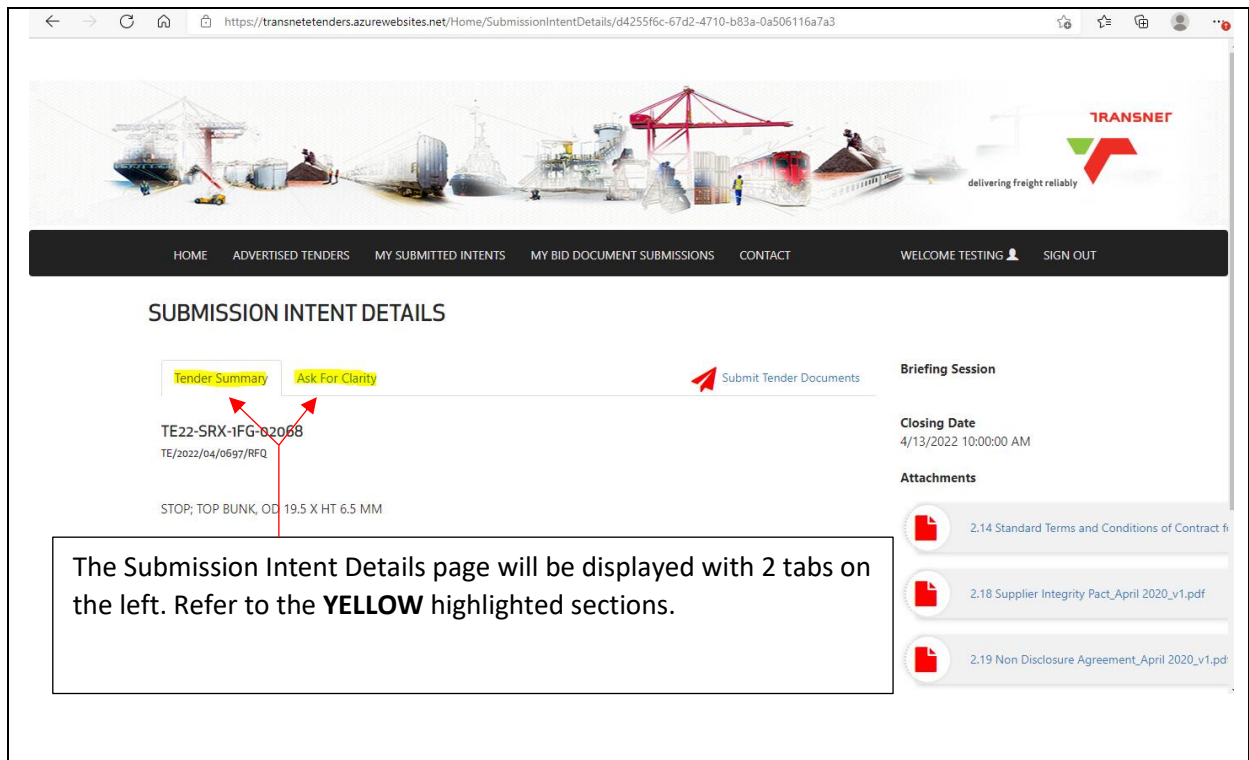
Show 10 entries

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

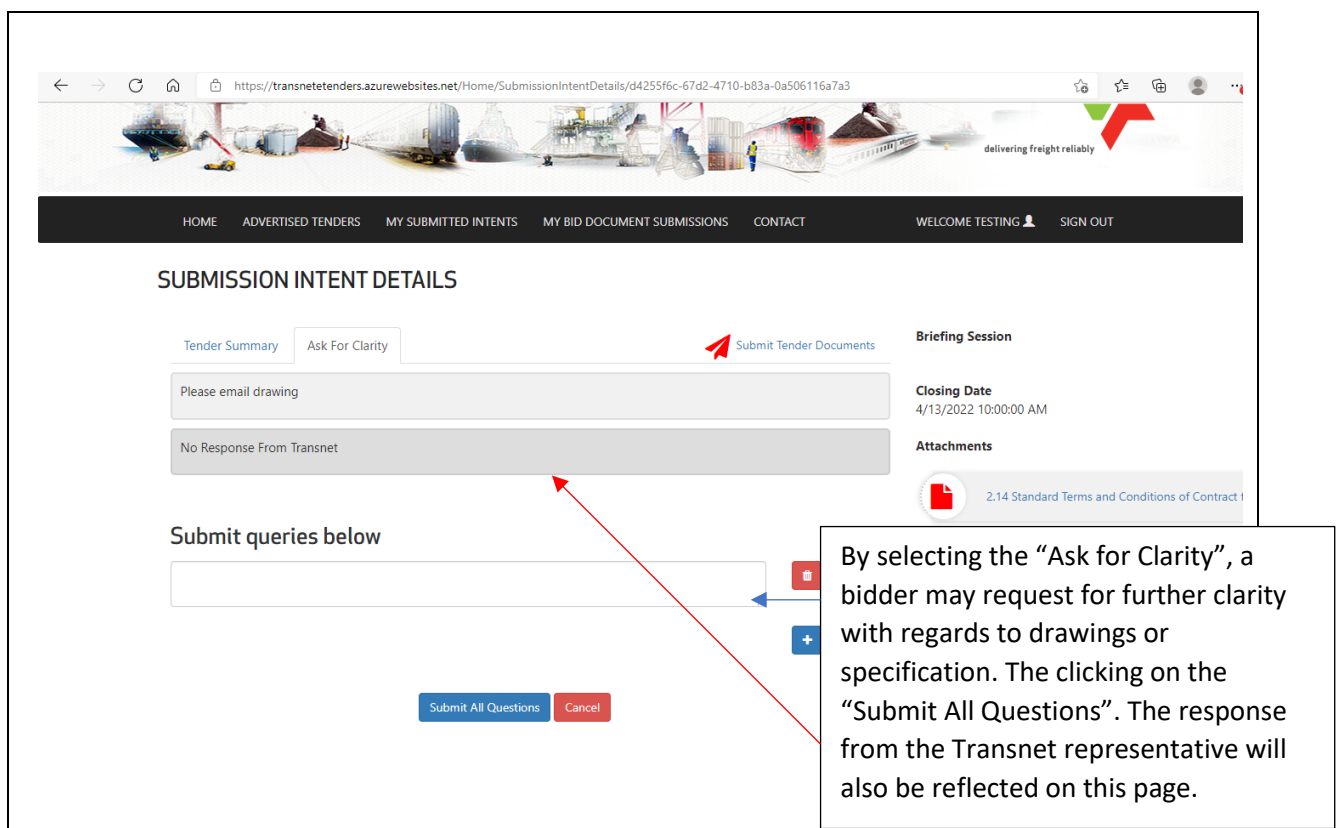
Showing 1 to 1 of 1 entries

Previous 1 Next

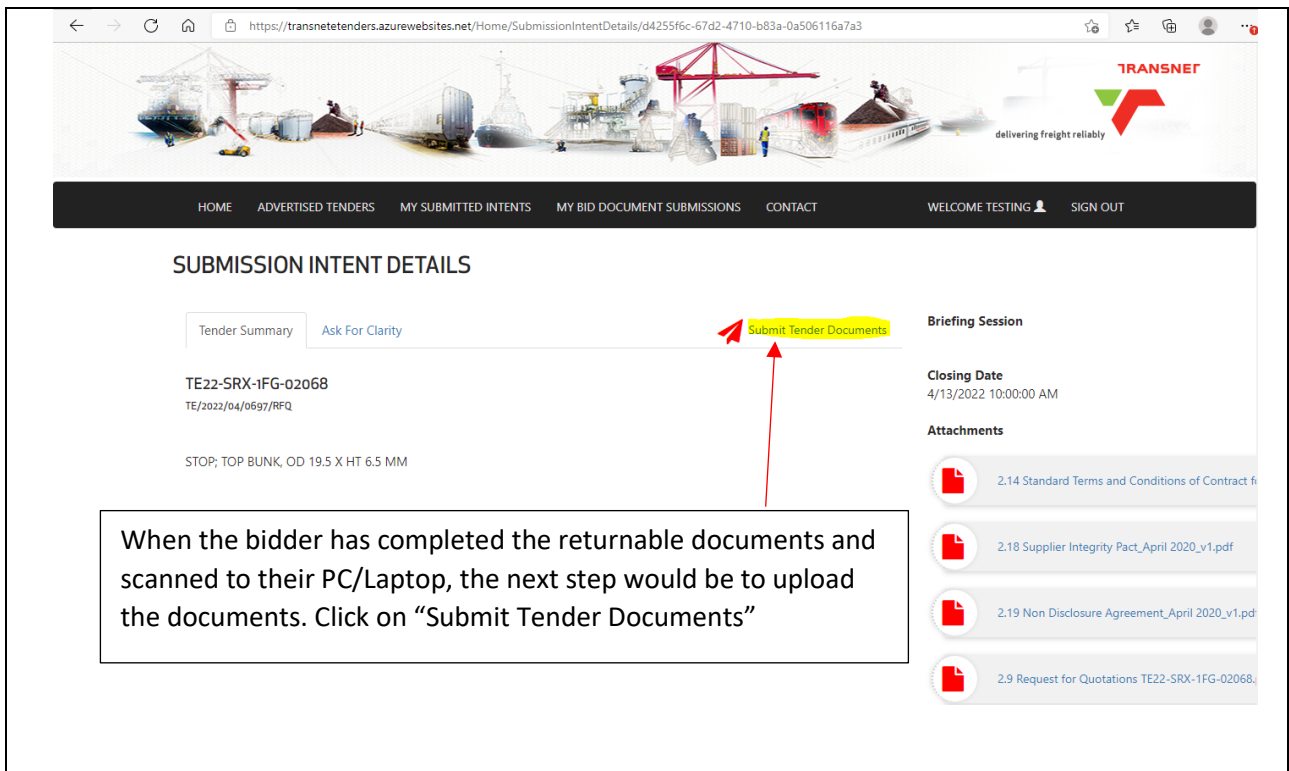
The screen should be updated and load the "MY SUBMITTED INTENTS". To proceed to capturing your bid documents, click on "View Details"



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



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

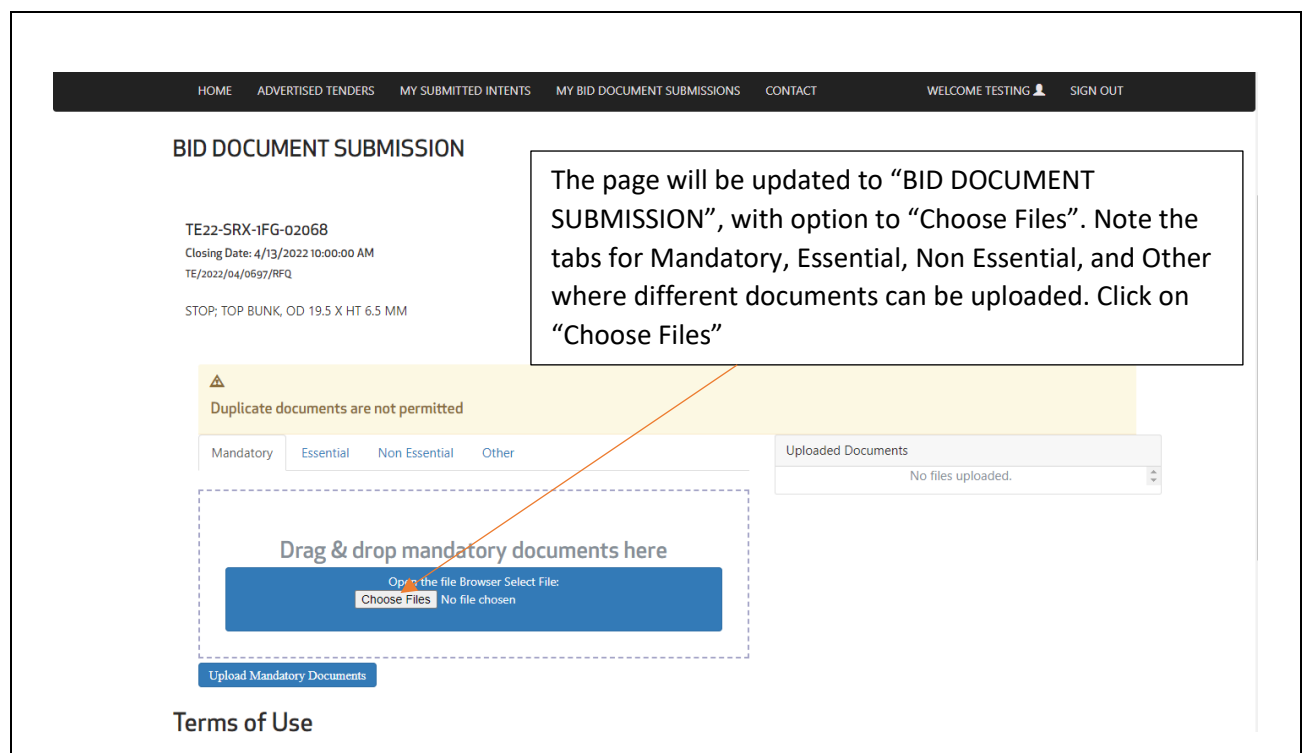
When the bidder has completed the returnable documents and scanned to their PC/Laptop, the next step would be to upload the documents. Click on “Submit Tender Documents”

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.

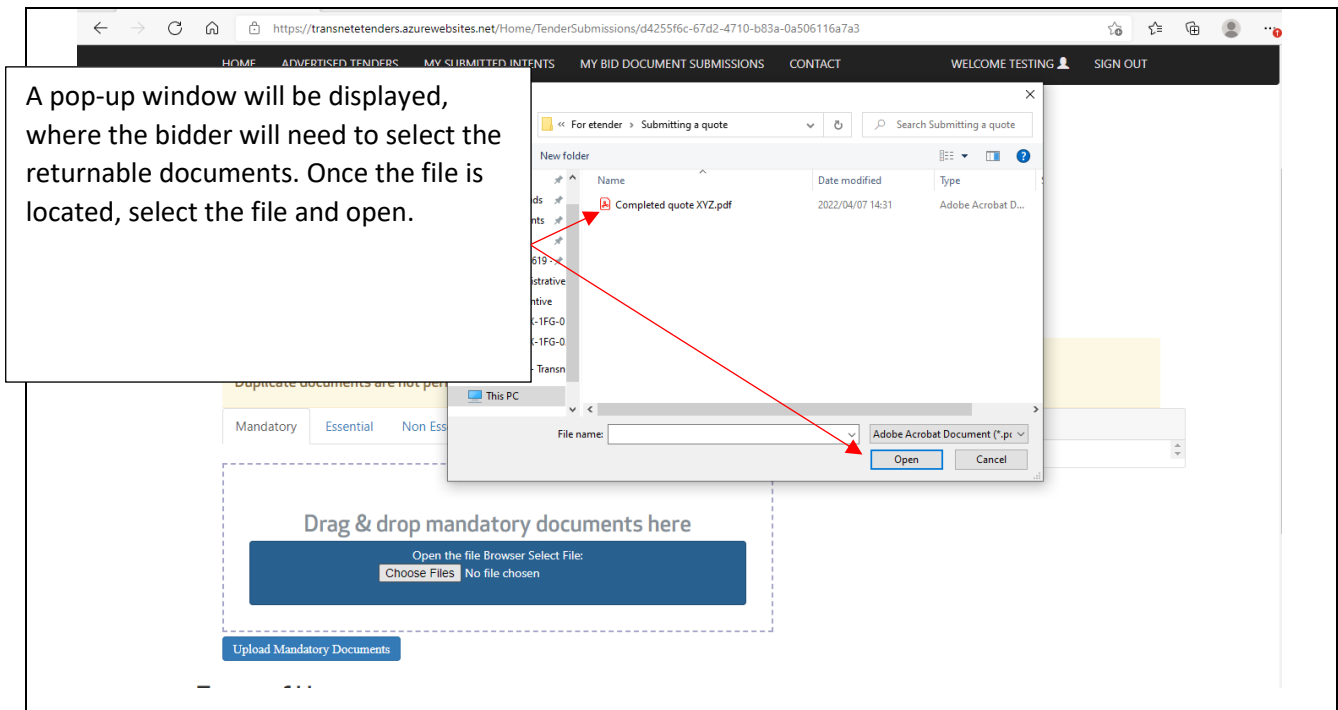
Drag & drop mandatory documents here

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

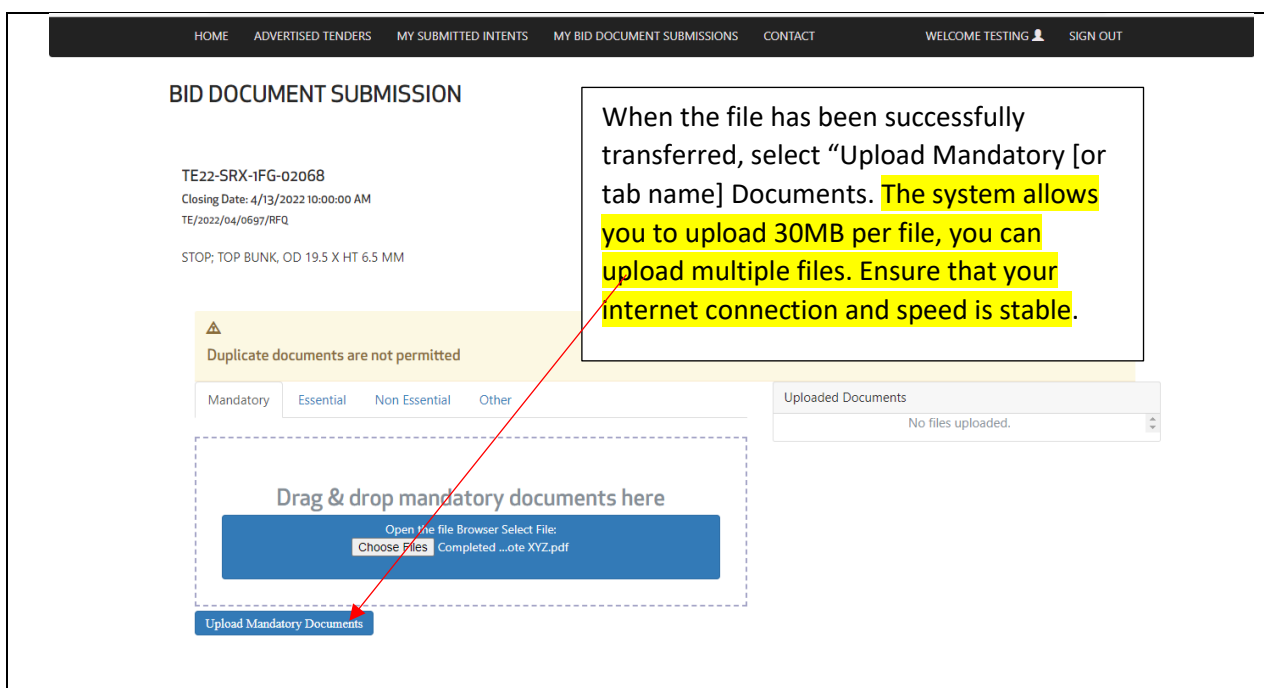
Drag & drop mandatory documents here

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



TRANSNET
delivering freight reliably

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

Previous 1 Next

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.

T1.2 Tender Data

T1.2 TENDER DATA

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

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

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

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

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

	Part C3: Scope of work Part C4: Site Information	C3.1 Works Information C4.1 Site Information
C.1.4	The Employer's agent is:	Procurement Officer
	Name:	Phindile Mnculwane
	Address:	Transnet National Ports Authority 237 Mahatma Gandhi Road Durban 4001
	Tel No.	031 361 1272
	E – mail	Phindile.mnculwane@transnet.net
C.2.1	Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:	
	<p>1. Stage One - Eligibility with regards to attendance at the compulsory clarification meeting, the site walk is not compulsory:</p> <p>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.</p>	
	<p>2. Stage Two - Eligibility in terms of the Construction Industry Development Board:</p>	
	<p>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 4GB or higher class of construction work, are eligible to have their tenders evaluated.</p>	
	<p>b) Joint Venture (JV)</p> <p>Joint ventures are eligible to submit tenders subject to the following:</p> <ol style="list-style-type: none"> every member of the joint venture is registered with the CIDB; the lead partner has a contractor grading designation of not lower than one level below the required class of construction works under consideration and possesses the required recognition status; and the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a 4GB 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 <p>The tenderer shall provide a certified copy of its signed joint venture agreement.</p>	

3. Stage Three – Mandatory Documentation

Previous Experience: Tenderer to submit traceable reference letters with experience in building refurbishments, building construction projects in the last 8 years, supply a detailed reference list, completion certificates and indicate their previous experience as per the attached schedule.

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

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

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

C.2.12 No alternative tender offers will be considered.

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

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

Identification details:	The tender documents must be uploaded with: <ul style="list-style-type: none">▪ Name of Tenderer:▪ Contact person and details:▪ The Tender Number:▪ The Tender Description
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Documents must be marked for the attention of:
Employer's Agent: Phindile Mnculwane

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: **16:00** on the **21 November 2023**
Location: The Transnet e-Tender Submission Portal:
(<https://transnetetenders.azurewebsites.net>);

NO LATE TENDERS WILL BE ACCEPTED

C.2.16 The tender offer validity period is **12 weeks** after the closing date. Tenderers are to note that they may be requested to extend the validity period of their tender, on the

same terms and conditions, if Transnet's internal evaluation and governance approval processes has not been finalised within the validity period.

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

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

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

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

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

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.

C.3.11. **State Four:** Only tenders that are Administratively and Substantively Responsive 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.

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

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

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

Selected Specific Goal	Number of points allocated (80/20)
B-BBEE Level of Contributor (1 or 2)	10
30% Black Woman Owned Entities	10
Non-Compliant and/or B-BBEE Level 3-8 contributors	0

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

Specific Goals	Acceptable Evidence
B-BBEE	Valid B-BBEE Certificate / Sworn-Affidavit B-BBEE Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines.
30% Black Women Owned Entities	Valid B-BBEE Certificate / Sworn-Affidavit / CIPC B-BBEE Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines.

The maximum points for this bid are allocated as follows:

<u>DISCRIPTION</u>	<u>POINTS</u>
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION (1 OR 2)	10
30% BLACK WOMAN OWNED ENTITIES	10
NON-COMPLIANT AND/OR LEVEL 3-8 CONTRIBUTORS	0
Total points for Price and Specific Goals must not exceed	100

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

C.3.13 Tender offers will only be accepted if:

1. The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
2. the tenderer does not appear on Transnet's list for restricted tenderers and National Treasury's list of Tender Defaulters;
3. the tenderer has fully and properly completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially 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.
5. The due diligence exercise may take the following factors into account inter alia; the tenderer:
 - a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
 - b) is not undergoing a process of being restricted by Transnet or other state institution that Transnet may be aware of,

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

The tenderer is to submit with his tender the following **mandatory documentation (attached)** failing which, will result in the tender being disqualified.

Previous Experience: Tenderer to submit traceable reference letters with experience in building refurbishments, building construction projects in the last 8 years, supply a detailed reference list, completion certificates and indicate their previous experience as per the attached schedule.

- d) has the legal capacity to enter into the contract,
- e) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- f) complies with the legal requirements, if any, stated in the tender data and
- g) is able, in the option of the employer to perform the contract free of conflicts of interest.

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

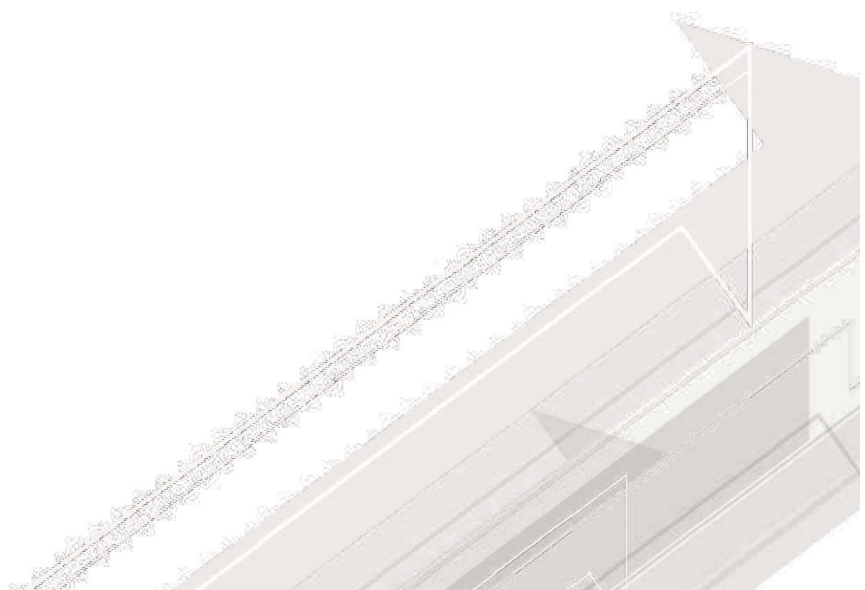
An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the cidb Register of Projects.

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** – CIDB Registration – **4GB or Higher**
- T2.2-02(a) **Stage Three – Mandatory Documentation: Previous Experience**
- T2.2-02(b) **State Four – Specific Goals**

2.1.3 Returnable Schedules:

General:

- T2.2-03 Approach Paper
- T2.2-05 Environmental Management
- T2.2-06 Health and Safety Management
 - Health and Safety Cost Breakdown
 - Health and Safety Questionnaire
- T2.2-07 Quality Schedule
- T2.2-08 Programme Evaluation
- 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 Requirement
- T2.2-16 Availability of equipment and other resources
- T2.2-17 Capacity and Ability to meet Delivery Schedule
- T2.2-18 Schedule of proposed Subcontractors
- T2.2-19 ANNEX G Compulsory Enterprise Questionnaire
 - Valid proof of Respondent's compliance to Specific Goals evidence (Preference Claim Form requirements stipulated in SBD6.1.

Agreement and Commitment by Tenderer:

- T2.2-20 DPIIP or FPPO
- T2.2-21 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")
- T2.2-22 Non-Disclosure Agreement
- T2.2-23 RFP Declaration Form
- T2.2-24 Service Provider Integrity Pact
- T2.2-25 Certificate of Acquaintance with Tender Document
- T2.2-26 RFP – Breach of Law
- T2.2-27 Supplier Code of Conduct
- T2.2-28 Organogram & CV's of Key Persons

1.3.2 Bonds/Guarantees/Financial/Insurance:

- T2.2-29 Insurance provided by the Contractor
- T2.2-30 Form of Intent to provide a Performance Guarantee
- T2.2-31 Forecast Rate of Invoicing
- T2.2-32 Three (3) years audited financial statements

1.3.3 Transnet Vendor Registration Form:

- T2.2-33 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 _____ (Company
that _____ Name)

Represented _____ (Name and
by: _____ 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 **4GB 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 **4GB or higher** class of building 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.

T2.2-02(a) Previous Experience MANDATORY RETURNABLE (Stage Three)

Note to Tenderers:

Previous Experience – Building works

Tenderer to submit traceable reference letters with experience in building refurbishments, building construction projects in the last 8 years, and to this end shall supply a sufficiently detailed reference list with contact details of existing customers, completion certificates and indicate their previous experience.

Reference letter must be on the letterhead of company that work was done, references should include the following:

- (1) The project description,
- (2) Client Company name,
- (3) Client contact details (email and telephone),
- (4) Project duration: start date between January 2015 to present, which confirms project done within the past 8 (eight) years signed by the client,
- (5) The reference letter should state that the work was completed to a good standard,
- (6) Completion certificates,
- (7) Value of building works

Previous Experience – HVAC

The tenderer must specify the subcontractor to be utilized for the HVAC works and provide traceable references letters and completion certificates demonstrating at least 8 years of experience in the installation of VRV systems within the scope of work. The references should include contact details of previous customers, completion certificates, and a comprehensive overview of their prior experience. Additionally, the selected HVAC Contractor must be approved by the manufacturer of the VRV systems for the installation of their products, and relevant certificates of approval must be submitted.

Reference letter must be on the letterhead of company that work was done, references should include the following:

- (1) The project description,
- (2) Client Company name,
- (3) Client contact details (email and telephone),

(4) Project duration: start date between January 2015 to present, which confirms project done within the past 8 (eight) years signed by the client,

(5) The reference letter should state that the work was completed to a good standard,

(6) Completion certificates.

Previous Experience - Electrical

The tenderer must specify the subcontractor to be utilized for the Electrical HC and LC works and provide traceable reference letters and completion certificates demonstrating at least 8 years of experience in the electrical installation. The reference letters should include contact details of previous customers, completion certificates, and a comprehensive overview of their prior experience.

Reference letters must be on the letterhead of company that work was done, references should include the following:

(1) The project description,

(2) Client Company name,

(3) Client contact details (email and telephone),

(4) Project duration: start date between January 2015 to present, which confirms project done within the past 8 (eight) years signed by the client,

(5) The reference letter should state that the work was completed to a good standard,

(6) Completion certificates.

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

- Building Refurbishment
- HVAC design and installation
- Electrical design and installation



Fill in as many line items as needed for the similar previous 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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T2.2-02(b) – SPECIFIC GOALS (Stage Four)

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

Selected Specific Goal	Number of points allocated (80/20)
B-BBEE Level of Contributor (1 or 2)	10
30% Black Woman Owned Entities	10
Non-Compliant and/or B-BBEE Level 3-8 contributors	0

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

Specific Goals	Acceptable Evidence
B-BBEE	Valid B-BBEE Certificate / Sworn-Affidavit B-BBEE Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines.
30% Black Women Owned Entities	Valid B-BBEE Certificate / Sworn-Affidavit / CIPC B-BBEE Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines.

Attached evidence to this schedule.

General Returnable Schedules

T2.2-03: Method Statement

Note to tenderers:

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

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

1. Demolitions
2. Sequencing
3. New brickwork
4. Plumbing
5. Electrical design and installations
6. HVAC design and installations
7. Waterproofing
8. Wallpaper installation
9. Partitioning
10. Painting
11. New shopfitting (kitchen cupboards)
12. New shopfronts installation
13. Joinery and carpentry installations of doors and ironmongery
14. Floor and wall tiling installations
15. Handover, commission and completion
16. Identify any challenges on this building project

Please note: Tenderers are required to provide detailed approach methodology for the items as listed above.

T2.2-05: Environmental Management

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

- a) Transnet Integrated Management System (TIMS) Policy Commitment Statement.
- b) TGC-ENV-STD-001 Rev 04 Construction Environmental Management Plan (CEMP).
- c) Transnet Integrated Management System (TIMS) Policy Commitment Statement; and
- d) Project Environmental Specification (PES) which includes TNPA minimum standards as contained in the following documents:
 - Waste management Permit
 - AMAFA permit
 - PES Schedule

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,

1. 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
2. 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.
3. 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.

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

- 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



T2.2-06: 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:
 - Civil Works
 - Building Works
 - HVAC
 - Electrical Works
 - Plumbing Works
 - Painting
 - Waterproofing
 - Working at Heights
 - Waste Management
 - Concrete Works
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)



Attach submissions to this schedule:

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TNPA Estimate 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	

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
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		
	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		
	General Rules & Regulations			Confined Space Entry	
	Emergency Reporting			Trenching & Excavation	
	Injury Reporting			Signs & Barricades	
	Legislation			Dangerous Holes & Openings	
	Right to Refuse Work			Rigging & Cranes	
	Personal Protective Equipment			Mobile Vehicles	
	Emergency Procedures			Preventative Maintenance	



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

6G	How does your company measure its H&S success? Attach separate sheet to explain					
7. Safety Stewardship						
7A	Are incident reports and report summaries sent to the following and how often?	Yes	No	Monthly	Quarterly	Annually
	Project/Site Manager					
	Vice President/Managing Director					
	Safety Director/Manager					
	President/Chief Executive Officer					
7B	How are incident records and summaries kept? How often are they reported internally?	Yes	No	Monthly	Quarterly	Annually
	Incidents totalled for the entire company					
	Incidents 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	Annually
	Costs totalled 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	Annually
	Near Miss					
	Property Damage					
	Fire					
	Security					
	Environmental					
8. Personnel						
List key health and safety officers planned for this project. Attach resume (CV and qualification and proof of registration with SACPCMP).						
Name		Position / Title		Designation		
				Category	SACPCMP Number	
9. References						
List the last three company's your form has worked for that could verify the quality and management commitment to your occupational Health & Safety program						
Name and Company		Address		Telephone Number		

T2.2-07: Quality Management

Reference Standard – TNPA-QUAL- REQ-014.1 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
2. Electrical Works
3. HVAC

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. Provides a framework for setting quality objectives,
2. Includes a commitment to satisfy applicable requirements,
3. Includes a commitment to continual improvement of the quality management system, and
4. Is communicated and understood within the organization.

Attach submissions to this schedule:

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T2.2-08: Programme

Note to tenderers:

The Tenderer provides a hard copy of the proposed programme and/or makes reference to his proposed programme and electronic programme developed using a scheduling software tool.

The tenderer shall provide the proposed programme detailed to minimum of level 4 showing as a minimum the following: -

Project program to indicate the logical order and timelines of all activities as per the scope of work.

Program (Schedule of work) to detail each activity and its durations in the form of Gantt chart.

Level 4 (Construction schedule) with the following requirements:

1. Work breakdown structure in logical order,
2. Durations and dates for all work is shown,
3. Key milestones and critical paths in MS Project/Primavera format and Basis of Schedule aligned with the programme.

The Contractor indicates how he plans in achieving dates and clearly demonstrate them on the schedule by complying with Clause 31.2 of the NEC ECC-Initiate starting dates, access dates, planes completion, sectional completion dates and completion dates.

The Programme must clearly demonstrate adequate provisions for Time Risk Allowance(TRA). Time risk allowance are no float, are owned by the Tenderer, can be included in the activity duration, and illustration in the schedule in the code field or as an attachment.

The Basis of Schedule document is required, stipulating, but not limited to, underlying assumptions conditions, constraints, and approach to proving the works as detailed in the programme

T2.2-09: Intention to Tender

EMAIL TO: Transnet National Ports Authority
Attention: Phindile Mnculwane
Email: phindile.mnculwane@transnet.net

Tender No:
TNPA/2023/09/0019/41688/RFP Closing

Date: 21 November 2023

FOR REFURBISHMENTS TO BUILDING B2/445 AT THE OLD I&J SITE FOR A PERIOD OF THREE (3) 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: phindile.mnculwane@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: _____

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:

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

Attached submissions to this schedule:

[illegible]

CPM 2020 REV01



T2.2-15: Site Establishment Requirements

Tenderers to indicate their Site establishment area requirements:

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is a vertical margin line on the left side, creating a narrow left margin. The paper appears to be from a notebook or a standard sheet of stationery.

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:

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

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 tenderer 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 tenderer 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"/>

T2.2-19: ANNEX G Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

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

Section 1: Name of enterprise: _____

Section 2: VAT registration number, if any: _____

Section 3: CIDB registration number, if any: _____

Section 4: CSD number: _____

Section 5: Particulars of sole proprietors and partners in partnerships

Name	Identity number	Personal income tax number

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

Section 6: Particulars of companies and close corporations

Company registration number _____

Close corporation number _____

Tax reference number: _____

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

Section 8: The attached SBD 6.1 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;
- (c) Any other specific goal determined in the Transnet Preferential Procurement Policy

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

	POINTS
PRICE	80
B-BBEE Level of Contributor (1 or 2)	10
30% Black Woman Owned Entities	10
Non-Compliant and/or B-BBEE Level 3-8 contributors	0
Total points for Price and B-BBEE must not exceed	100

1.5 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

A maximum of 80 points is allocated for price on the following basis:
80/20

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

Where

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

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

Enterprise	B-BBEE Certificate & Sworn Affidavit
Large	Certificate issued by SANAS accredited verification agency
QSE	Certificate issued by SANAS accredited verification agency Sworn Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned) [Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at www.dti.gov.za/economic_empowerment/bee_codes.isp .]
EME ¹	Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard

3.3 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.

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.

- 3.4 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.
- 3.5 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.
- 3.6 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.
- 3.7 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.

4. BID DECLARATION

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

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

- 5.1 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.)

6. SUB-CONTRACTING

- 6.1 Will any portion of the contract be sub-contracted?
(*Tick applicable box*)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 6.1.1 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	
-----	--	----	--

7. DECLARATION WITH REGARD TO COMPANY/FIRM

7.1 Name of company/firm:.....

7.2 VAT registration number:.....

7.3 Company registration number:.....

7.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

7.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

7.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

WITNESSES

1.
2.

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

DATE:

ADDRESS

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

T2.2-20: 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 Level

YES	
-----	--

NO	
----	--

T2.2-21: 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/inforeg/>, click on contact us, click on complaints.IR@justice.gov.za

3. SOLE AGREEMENT

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

Signed at _____ on this _____ day of _____ 2021

Name: _____

Title: _____

Signature: _____

.....(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:

T2.2-22: NON-DISCLOSURE AGREEMENT

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

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

TRANSNET SOC LTD

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

and

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

WHEREAS

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

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

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

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

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

2. CONFIDENTIAL INFORMATION

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

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

3. RECORDS AND RETURN OF INFORMATION

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

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

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

4. ANNOUNCEMENTS

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

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

5. DURATION

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

6. PRINCIPAL

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

7. ADEQUACY OF DAMAGES

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

8. PRIVACY AND DATA PROTECTION

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

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

9. GENERAL

- 9.1 Neither party may assign the benefit of this Agreement, or any interest hereunder, except with the prior written consent of the other, save that Transnet may assign this Agreement at any time to any member of the Transnet Group.
- 9.2 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.
- 9.3 The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.
- 9.4 This Agreement may only be modified by a written agreement duly signed by persons authorised on behalf of each party.
- 9.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.
- 9.6 This Agreement will be governed by and construed in accordance with South African law and the parties irrevocably submit to the exclusive jurisdiction of the South African courts.

Signed

Date

Name

Position

Tenderer

T2.2-23: RFP DECLARATION FORM

NAME OF COMPANY: _____

We _____ do hereby certify that:

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

[Respondent to indicate if this section is not applicable]

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

Indicate nature of relationship with Transnet:

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

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

6. We accept that any dispute pertaining to this tender will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to respondents" below).
7. We further accept that Transnet reserves the right to reverse a tender award or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.
8. We have acquainted ourselves and agree with the content of T2.2-24 "Service Provider Integrity Pact".

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

IMPORTANT NOTICE TO TENDERERS

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

- All Tenderers should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a tenderer on its List of Excluded Bidders.

T2.2-24: Service Provider Integrity Pact

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

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

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

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

PREAMBLE

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

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

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

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

1 OBJECTIVES

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

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

2 COMMITMENTS OF TRANSNET

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

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

3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

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

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

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

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

4 INDEPENDENT TENDERING

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

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

5 DISQUALIFICATION FROM TENDERING PROCESS

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

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

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

6 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

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

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

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

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

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

h) has litigated against Transnet in bad faith.

6.8 Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National Treasury's database of Restricted Service Providers or Register of Tender Defaulters.

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

7 PREVIOUS TRANSGRESSIONS

7.1 The Tenderer/Service Provider/Contractor hereby declares that no previous transgressions resulting in a serious breach of any law, including but not limited to, corruption, fraud, theft, extortion and contraventions of the Competition Act 89 of 1998, which occurred in the last 5 (five) years with any other public sector undertaking, government department or private sector company that could justify its exclusion from its registration on the Tenderer's/Service Provider's/Contractor's database or any tendering process.

7.2 If it is found to be that the Tenderer/Service Provider/Contractor made an incorrect statement on this subject, the Tenderer/Service Provider/Contractor can be rejected from the registration process or removed from the Tenderer/Service Provider/Contractor database, if already registered, for such reason (refer to the Breach of Law Returnable Form contained in the document.)

8 SANCTIONS FOR VIOLATIONS

8.1 Transnet shall also take all or any one of the following actions, wherever required to:

a) Immediately exclude the Tenderer/Service Provider/Contractor from the tendering process or call off the pre-contract negotiations without giving any compensation

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

- b) Immediately cancel the contract, if already awarded or signed, without giving any compensation to the Tenderer/Service Provider/Contractor;
- c) Recover all sums already paid by Transnet;
- d) Encase 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

T2.2-25: 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

T2.2-26: REQUEST FOR PROPOSAL – BREACH OF LAW

NAME OF COMPANY: _____

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

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

NATURE OF BREACH:

DATE OF BREACH:

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

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDER

T2.2-27: 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 (insert name of Company)
Authority Resolution from Board of
Directors)

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

Signed this on day _____ at

Signature

T2.2-28: Organogram & CV's 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 6.14 of C3.1 *Employer's Works Information*.

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

2. Comprehensive CV's 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 certified 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:

Key People	Qualifications & Experience
Project Manager	<p>Must have BSc/Btech qualification or higher in the Built Environment Engineering or Management field.</p> <ul style="list-style-type: none"> • Minimum eight (8) years' relevant work experience in similar type of projects within the built environment. • Professional Project Management Registration with any internationally recognised professional body.
Building Construction Manager	<p>Must have a minimum National Diploma or Degree qualification in Civil/QS/Construction Management.</p> <ul style="list-style-type: none"> • Minimum five (5) years' relevant work experience in similar type of projects within the built environment. • Professional Registration with South African Council for the Project and Construction Management Professions (SACPCMP) or any any internationally recognised equivalent regulative professional body as a Professional Construction Manager.
HVAC Technician	<p>Must have NQF level 6 qualification or above HVAC design and installation, coupled with ECSA registration as a professional Technician/Engineer.</p> <ul style="list-style-type: none"> • Minimum five (5) years' experience post registration in similar type of projects within the HVAC design and installation, with traceable references in the last 5 years
Electrical Technician	<p>Must have NQF level 6 qualification or above in the Electrical design and installation, coupled with ECSA registration as a professional Technician/Engineer</p> <ul style="list-style-type: none"> • Minimum five (5) years' experience post registration in similar type of projects within the Electrical design and installation, with traceable references in the last 5 years
Safety Officer	<p>Degree/Diploma in Safety Management, SAMTRAC, NEBOSH or any modern SHEQ Risk Management training course as a minimum qualification.</p> <ul style="list-style-type: none"> • Must have five (5) years' relevant work experience in similar type of projects within the built environment.

	<ul style="list-style-type: none"> Professional Registration with South African Council for the Project and Construction Management Professions (SACPCMP) or any internationally recognised equivalent regulative professional body
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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 Construction Manager	
HVAC Technician	
Electrical Technician	
Safety Officer	

Attached submissions to this schedule:

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T2.2-29: 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

An Authorised Financial Services Provider | FSP No. 44269
Board of Directors: Gugu Mkhize, William Kwaku Ayim-Yeboah

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 oxidation.
- Due to its own explosion breakdown or derangement occurring after the Testing Period which has operated under load conditions.
- Second hand property due to its own electrical or mechanical breakdown or explosion.
- Cyber and Data

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

- Contracts which at award stage have a value in excess of R 1,000,000,000.
- Contracts with an estimated construction period at award exceeding 48 months but 60 months in respect of contracts awarded prior to 1 April 2020 for rail maintenance contracts For Transnet Freight & Rail and for Transnet Pipeline's logistical support for inline inspections and identification of defects in respect of Transnet's pipeline assets (all excluding Defects Liability/Maintenance period).
- 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.

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

An Authorised Financial Services Provider | FSP No. 44269
Board of Directors: Gugu Mkhize, William Kwaku Ayim-Yeboah

T2.2-30: 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

T2.2-31: 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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.....
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T2.2-32: 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

T2.2-33: SUPPLIER DECLARATION FORM

Transnet Vendor Management has received a request to load / change your company details onto the Transnet vendor master database. Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents as per Appendix A to the Transnet Official who is intending to procure your company's services / products, to enable us to process this request. Please only submit the documentation relevant to your request.

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

General Terms and Conditions:

Please Note: Failure to submit the relevant documentation will delay the vendor creation / change process.

Where applicable, the respective Transnet Operating Division processing your application may request further or additional information from your company.

The Service Provider warrants that the details of its bank account ("the nominated account") provided herein, are correct and acknowledges that payments due to the Supplier will be made into the nominated account. If details of the nominated account should change, the Service Provider must notify Transnet in writing of such change, failing which any payments made by Transnet into the nominated account will constitute a full discharge of the indebtedness of Transnet to the Supplier in respect of the payment so made. Transnet will incur no liability for any payments made to the incorrect account or any costs associated therewith. In such an event, the Service Provider indemnifies and holds Transnet harmless in respect of any payments made to an incorrect bank account and will, on demand, pay Transnet any costs associated herewith.

Transnet expects its suppliers to timeously renew their Tax Clearance and B-BBEE certificates (Large Enterprises and QSEs less than 51% black owned) as well as sworn affidavits in the case of EMEs and QSEs with more than 51% black ownership as per Appendices C and D.

In addition, please take note of the following very important information:

1. If your annual turnover is R10 million or less, then in terms of the DTI Generic Codes of Good Practice, you are classified as an Exempted Micro Enterprise (EME). If your company is classified as an EME, please include in your submission a sworn affidavit confirming your company's most recent annual turnover is less than R10 million and percentage of black ownership and black female ownership in the company (Appendix C) OR B-BBEE certificate issued by a verification agency accredited by SANAS in terms of the EME scorecard should you feel you will be able to attain a better B-BBEE score. It is only in this context that an EME may submit a B-BBEE verification certificate. These EME sworn affidavits must be accepted by the . Government introduced this mechanism specifically to reduce the cost of doing business and regulatory burden for these entities and the template for the sworn affidavit is available at no cost on the website www.thedti.gov.za or EME certificates at CIPC from www.cipic.co.za.

The B-BBEE Commission said "that only time an EME can be verified by a SANAS accredited verification professional is when it wishes to maximise its B-BBEE points and move to a higher B-BBEE recognition level, and that must be done use the QSE Scorecard".

2. If your annual turnover is between R10 million and R50 million, then in terms of the DTI codes, you are classified as a Qualifying Small Enterprise (QSE). A QSE which is at least 51% black owned, is required to submit a sworn affidavit confirming their annual total revenue of between R10 million and R50 million and level of black ownership (Appendix D). QSE 'that does not qualify for 51% of black ownership, are required to submit a B-BBEE verification certificate issued by a verification agency accredited by SANAS their QSEs are required to submit a B-BBEE verification certificate issued by a verification agency accredited by SANAS.

Please Note: B-BBEE certificate and detailed scorecard should be obtained from an accredited rating agency (e.g. SANAS Member).

3. If your annual turnover exceeds R50 million, then in terms of the DTI codes, you are classified as a Large Enterprise. Large Enterprises are required to submit a B-BBEE level verification certificate issued by a verification agency accredited by SANAS.

Please Note: B-BBEE certificate and detailed scorecard should be obtained from an accredited rating agency (e.g. SANAS Member).

4. The supplier to furnish proof to the procurement department as required in the Fourth Schedule of the Income Tax Act. 58 of 1962 whether a supplier of service is to be classified as an "employee", "personal service provider" or "labour broker". Failure to do so will result in the supplier being subject to employee's tax.

5. No payments can be made to a vendor until the vendor has been registered / updated, and no vendor can be registered / updated until the vendor application form, together with its supporting documentation, has been received and processed. No payments can be made to a vendor until the vendor has met / comply with the procurement requirements.

6. It is in line with PPPFA Regulations, only valid B-BBEE status level certificate issued by an unauthorised body or person OR a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice, OR any other requirement prescribed in terms of the Broad- Based Black Economic Empowerment Act.

7. The B-BBEE Commission advises entities and organs of state to reject B-BBEE certificates that have been issued by verification agencies or professionals who are not accredited by South African National Accreditation Systems ("SANAS) as such B-BBEE certificates are invalid for lack of authority and mandate to issue them. A list of SANAS Accredited agencies is available on the SANAS website at www.sanas.co.za.

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

SUPPLIER DECLARATION FORM

Supplier Declaration Form

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

CSD Number (MAAA xxxxxxxx):

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

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

Your Current Company's VAT Registration Status	
VAT Registration Number	
If Exempted from VAT registration , state reason and submit proof from SARS in confirming the exemption status	
If your business entity is not VAT Registered, please submit a current original sworn affidavit (see example in Appendix I). Your Non VAT Registration must be confirmed annually.	

Company Banking Details	Bank Name
-------------------------	-----------

Universal Branch Code		Bank Account Number	
-----------------------	--	---------------------	--

Company Physical Address		Code	
Company Postal Address		Code	
Company Telephone number			
Company Fax Number			
Company E-Mail Address			
Company Website Address			
Company Contact Person Name			
Designation			
Telephone			
Email			

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

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

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

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

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

Supplier Development Information Required	
EMPOWERING SUPPLIER An Empowering Supplier is a B-BBEE compliant Entity which complies with at least three criteria if it is a large Entity, or one criterion if it is a Qualifying Small Enterprise ("QSE"), as detailed in Statement 400 of the New Codes. In terms of the requirements of an Empowering Supplier, numerous companies found it challenging to meet the target of 25% transformation of raw materials or beneficiation including local manufacturing, particularly so, if these companies imported goods or products from offshore. The matter was further compounded by the requirement for 25% of Cost of Sales, excluding labour cost and depreciation, to be procured from local producers or suppliers.	YES <input type="radio"/> NO <input type="radio"/>
FIRST TIME SUPPLIER A supplier that we haven't as yet Traded within Transnet and will be registered via our database for the 1 st time.	YES <input type="radio"/> NO <input type="radio"/>

SUPPLIER DEVELOPMENT PLAN Supplier Development Plan is a plan that when we as Transnet award a supplier a long term contract depending on the complexity of the Transaction. We will negotiate supplier development obligations that they must meet throughout the contract duration. e.g. we might request that they (create jobs or do skills development or encourage procurement from designated groups. (BWO, BYO & BDO etc.).	YES <input type="radio"/> NO <input type="radio"/>
DEVELOPMENT PLAN DOCUMENT Agreed plan that will be crafted with the supplier in regard to their development (It could be for ED OR SD in terms of their developmental needs they may require with the company.	YES <input type="radio"/> NO <input type="radio"/> *If Yes- Attach supporting documents
ENTERPRISE DEVELOPMENT BENEFICIARY A supplier that is not as yet in our value chain that we are assisting in their developmental area.	YES <input type="radio"/> NO <input type="radio"/>
SUPPLIER DEVELOPMENT BENEFICIARY A supplier that we are already doing business with or transacting with and we are also assisting them assisting them in their developmental area e.g. (They might require training or financial assistance etc.)	YES <input type="radio"/> NO <input type="radio"/>
GRADUATION FROM ED TO SD BENEFICIARY	



When a supplier that we assisted with as an ED beneficiary then gets awarded a business and we start Transacting with.	YES	<input type="radio"/>	NO	<input type="radio"/>
ENTERPRISE DEVELOPMENT RECIPIENT	YES	<input type="radio"/>	NO	<input type="radio"/>
A supplier that isn't in our value chain as yet, but we have assisted them with an ED intervention				

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

APPENDIX B

Affidavit or Solemn Declaration as to VAT registration status

Affidavit or Solemn Declaration

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

Signature: _____

Designation: _____

Date: _____

Commissioner of Oaths

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

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

Commissioner of Oaths

APPENDIX C

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.

2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"
Definition of "Black"	Black Designated Groups means:

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

3. I hereby declare under Oath that:

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

- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

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

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

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

Deponent Signature

.....

Date

Commissioner of Oaths

Signature & stamp

APPENDIX D

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE – GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.

2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) who are citizens of the Republic of South Africa by birth or descent;</p> <p>or</p>

	<p>(b) who became citizens of the Republic of South Africa by naturalisation-</p> <p>i. before 27 April 1994; or</p> <p>ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;”</p>
Definition of “Black Designated Groups”	<p>“Black Designated Groups means:</p> <p>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</p> <p>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;</p> <p>(c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;</p> <p>(d) Black people living in rural and under developed areas;</p> <p>(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”</p>

3. I hereby declare under Oath that:

- The Enterprise is _____% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
- Black Youth % = _____%
- Black Disabled % = _____%
- Black Unemployed % = _____%
- Black People living in Rural areas % = _____%

- Black Military Veterans % = _____ %
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

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

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature

Date

Commissioner of Oaths

Signature & stamp

VENDOR REGISTRATION DOCUMENTS CHECKLIST

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

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

The Contract

Part C1: Agreements and Contract Data

C1.1: Form of Offer and Acceptance

C1.1: Form of Offer & Acceptance Offer

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

Refurbishments to Building B2/445 at the Old I&J Site for a Period of Three (3) Months.

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

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

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

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date



Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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



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

Signature(s)

Name(s)

Capacity

**for the
Employer**

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

(Insert name and address of organisation)

Name &
signature of
witness

Date

Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
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 <i>Employer</i>
Signature	_____	_____
Name	_____	_____
Capacity	_____	_____
On behalf of	(Insert name and address of organisation)	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 237 Mahatma Gandhi Road Queens Warehouse Durban 4001
10.1	The <i>Project Manager</i> is: (Name)	Bongekile Shandu
	Address	237 Mahatma Gandhi Road Queens Warehouse Durban 4001
	Tel	TBA
	e-mail	TBA
10.1	The <i>Supervisor</i> is: (Name)	Nokusa Mkhwanazi
	Address	237 Mahatma Gandhi Road Queens Warehouse Durban 4001
	Tel No.	TBA
	e-mail	TBA
11.2(13)	The <i>works</i> are	Refurbishments to Building B2/445 at the Old I&J Site for a period of Three (3) months.

11.2(14)	The following matters will be included in the Risk Register	1. High traffic volumes in peak season. 2. Unknown Underground services that may be exposed during construction. 3. Cable theft due to exposed services. 4. Potential Business Forum disrupting site activities. 5. Working in an operational area. 6. Excavation in an area where there's a high water table.
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	11 July 2024
30.1	The <i>access date</i> is	02 May 2024
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	Two (2) weeks of the Contract Date.
31.2	The <i>starting date</i> is	17 January 2024
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	Two (2) weeks.
4	Testing and Defects	
42.2	The <i>defects date</i> is	Fifty-two (52) weeks after Completion of the whole of the <i>works</i>.

43.2 The *defect correction period* is **Two (2) weeks**

5 Payment

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

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

51.2 The period within which payments are made is **Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.**

51.4 The *interest rate* is **the prime lending rate of Rand Merchant Bank of South Africa.**

6 Compensation events

60.1(13) The *weather measurements* 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

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 Weather Station

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 <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is	The <i>Contractor</i> must comply at a minimum with the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended.
	The <i>Contractor</i> provides these additional Insurances	<ol style="list-style-type: none"> <li data-bbox="774 1232 1420 1512">1 Where the contract requires that the design of any part of the <i>works</i> shall be provided by the <i>Contractor</i> the <i>Contractor</i> shall satisfy the <i>Employer</i> that professional indemnity insurance cover in connection therewith has been affected <li data-bbox="774 1534 1420 1971">2 Where the contract involves manufacture, and/or fabrication of Plant & Materials, components or other goods to be incorporated into the <i>works</i> at premises other than the site, the <i>Contractor</i> shall satisfy the <i>Employer</i> that such plant & materials, components or other goods for incorporation in the <i>works</i> are adequately insured during manufacture and/or fabrication and transportation to the site.

- 3 Should the *Employer* have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the *Contractor's* policies of insurance as well as those of any sub-contractor**
- 4 Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R 5 000 000.**
- 5 The insurance coverage referred to in 1, 2, 3, 4, above shall be obtained from an insurer(s) in terms of an insurance policy approved by the *Employer*. The *Contractor* shall arrange with the insurer to submit to the *Project Manager* the original and the duplicate original of the policy or policies of insurance and the receipts for payment of current premiums, together with a certificate from the insurer or insurance broker concerned, confirming that the policy or policies provide the full coverage as required. The original policy will be returned to the *Contractor*.**

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

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

84.2	The insurance against loss of or damage to the works, Plant and Materials as stated in the insurance policy for contract works and public liability selected from:	Principal Controlled Insurance policy for Contract
9	Termination	There is no additional Contract Data required for this section of the <i>conditions of contract</i>.
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	The Bill of Quantities have been measured as per standard system of measuring building work unless indicated otherwise.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is	Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the Chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i>.
W1.2(3)	The <i>Adjudicator nominating body</i> is: If no <i>Adjudicator nominating body</i> is entered, it is:	The Chairman of the Association of Arbitrators (Southern Africa) the Association of Arbitrators (Southern Africa)
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)
	The place where arbitration is to be held is	Durban, KwaZulu Natal, South Africa

	<p>The person or organisation who will choose an arbitrator</p> <ul style="list-style-type: none"> - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is 	The Chairman of the Association of Arbitrators (Southern Africa)
12	Data for secondary Option clauses	
X2	Changes in the law	No additional data is required for this Option
X7	Delay damages	
X7.1	Delay damages for Completion of the whole of the <i>works</i> are	R4 800,00 per day
X13	Performance bond	
X13.1	The amount of the performance bond is	5% of the total of the Prices (Incl. VAT)
X16	Retention	
X16.1	The retention fee amount is	Nil
	The retention percentage is	10% on all payments certified.
X18	Limitation of liability	

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

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:
Z3.3		<p>Amend "A reason other than R1 – R21" to reason other than R1 – R23"</p> <p>Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."</p>
Z4	Right Reserved by the <i>Employer</i> to Conduct Vetting through SSA	
Z4.1		<p>The <i>Employer</i> reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any <i>Contractor</i> who has access to National Key Points for the following without limitations:</p> <ol style="list-style-type: none"> 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 that the *Contractor* is not loaded on the vendor 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 to the Procurement officer. 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		
	Data for Schedules of Cost Components	<i>Note "SCC" means Schedule of Cost Components starting on page 60 of ECC, and "SSCC" means Shorter Schedule of Cost Components starting on page 63 of ECC.</i>		
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 SSCC	The percentage for design overheads is	%	
63 in SSCC	The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are:		

B	Priced contract with bill of quantities	Data for the Shorter Schedule of Cost Components		
41 in SSCC	The percentage for people overheads is:	%		
21 in SSCC	The published list of Equipment is the last edition of the list published by			
	The percentage for adjustment for Equipment in the published list is	% (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 SSCC	The percentage for design overheads is	%
63 in SSCC	The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are:	

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 SOC Ltd
C/o Transnet Corporate Ports Authority
Transnet Corporate Centre
138 Eloff Street
Braamfontein
Johannesburg
2000

Date:

Dear Sirs,

Performance Guarantee for Contract No: TNPA/2023/09/0019/41688//RFP

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

C2.1 Pricing Instructions – Option B



PART 2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option B	1-4
C2.2	The <i>bill of quantities</i>	5-9

C2.1 Pricing instructions: Option B

1. The conditions of contract

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

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

Identified and defined terms	1.1.1	
	1.1.2	<p>(21) The Bill of Quantities is the <i>bill of quantities</i> as changed in accordance with this contract to accommodate implemented compensation events and for accepted quotations for acceleration.</p> <p>(22) Defined Cost is the cost of the components in the Shorter Schedule of Cost Components whether work is subcontracted or not excluding the cost of preparing quotations for compensation events.</p> <p>(28) The Price for Work Done to Date is the total of</p> <ul style="list-style-type: none"> the quantity of the work which the <i>Contractor</i> has completed for each item in the Bill of Quantities multiplied by the rate and a proportion of each lump sum which is the proportion of the work covered by the item which the <i>Contractor</i> has completed. <p>Completed work is work without Defects which would either delay or be covered by immediately following work.</p> <p>(31) The Prices are the lump sums and the amounts obtained by multiplying the rates by the quantities for the items in the Bill of Quantities.</p>

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	meganeutron
MN.m	meganeutron-metre
MPa	megapascal
No.	number
Prov sum ¹	provisional sum
PC-sum	prime cost sum
R/only	Rate only
sum	Lump sum
t	ton (1000kg)
W/day	Workday

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

2.2. General assumptions

- 2.2.1. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance has been made in the quantities for waste.
- 2.2.2. The Prices and rates stated for each item in the Bill of Quantities shall be treated as being fully inclusive of all work, risks, liabilities, obligations, overheads, profit and everything necessary as incurred or required by the *Contractor* in carrying out or providing that item.
- 2.2.3. Clause 63.13 in Option B provides that these rates and Prices may be used as a basis for assessment of compensation events instead of Defined Cost.
- 2.2.4. Where this contract requires detailed drawings, designs or other information to be provided, and no rates or prices are included in the *bill* specifically for such matters, then the *Contractor* is deemed to have allowed for all costs associated with such requirements within the tendered rates and Prices in the Bill of Quantities.
- 2.2.5. An item against which no Price is entered will be treated as covered by other Prices or rates in the *bill of quantities*. If a number of items are grouped together for pricing purposes, this will be treated as a single lump sum.
- 2.2.6. The quantities contained in the Bill of Quantities may not be final and do not necessarily represent the actual amount of work to be done. The quantities of work assessed and certified for payment by the *Project Manager* at each assessment date will be used for determining payments due and not the quantities given in the Bill of Quantities.
- 2.2.7. The short descriptions of the items of payment given in the *bill of quantities* are only for the purposes of identifying the items. More detail regarding the extent of the work entailed under each item is provided in the Works Information.

C2.2 the *bill of quantities*

BILL OF QUANTITIES					
REFURBUSHMENT TO B2/445 AT THE OLD I & J SITE					
<u>Item</u>	<u>Bill Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Rate</u>	<u>Gross Amount</u> <u>®</u>
1.	SUPERVISOR, SAFETY AND LABOUR				
1.1	Site Establishment	Sum	1		
1.2	Supervisor	Sum	1		
1.3	SHERQ Obligations including Safety Officer	Sum	1		
1.4	Safety File	Sum	1		
1.5	Installation of lightning protection	Sum	1		
1.6	Waste collection and Disposal	Sum	1		
1.7	Site de-establishment	Sum	1		
1.					
2.	Building Exterior				
2.1	Clearing of vegetation	Sum	1		
2.2	Ramp <ul style="list-style-type: none"> - Prepare the surface and construct the ramp with 25Mpa strength of concrete, reinforced with mesh wire, with a slope of 1:12 as per the drawing - Surface finish: 350mm x 350mm black outdoor -slip resistant tiles with grout and adhesive, with non-slip strips installed 500mm apart - Handrails: Stainless-steel tubular handrails at the entrance of the building and all necessary fittings 	Sum	1		
2.3	Prepare the existing walls and brick up the openings with new 230mm thick brickwork to close off the veranda walls and make good	m ²	40		
2.4	Prepare the interior walls and plaster them with cement plaster.	m ²	40		
2.5	Prepare the walls and paint them with two (2) coats of interior glossy low sheen pure acrylic interior cream paint	m ²	40		
2.6	Supply and install (2.1m x 2m) lockable black Aluminium frame glass Main Door set Swing Designs Double Tempered Glass Windproof. With 12" Offset Back-to-Back Tempered Glass Mount Commercial Swing Door Pull Handle in Brushed Stainless Finish, mounted on the frame	No.	1		

3.	Building Interior				
3.1	Ground floor				
3.1.1	Break the walls to accommodate a 1.5m wide passage and a 1m x 2m door from the offices into the common area, remove the existing window (2.1m x 2m) and discard the rubble and make good to the existing surfaces	m ²	20		
3.1.2	Supply and install (2.1m x 1m) solid wood lockable door set, with heavy duty 8-inch stainless steel keyhole belf door handle and all necessary fittings	No	1		
3.1.3	Prepare the door set and paint with two coats of glossy finish low sheen pure acrylic interior off white paint	m ²	4		
3.1.4	Break the 230mm brick walls to open the space for the windows.	m ²	15		
3.1.5	Supply and install two black P4T2418 aluminium windows with all necessary accessories and make good to the walls	No	2		
3.1.6	Break the 230m wall to open the space for control room, make good to the affected surfaces and discard the rubble.	m ²	15		
3.1.7	Remove the existing 1m x 2m door set and the 2.5m x 2.1m cupboard, discard the rubble and make good to the affected surfaces.	No.	2		
3.1.8	Supply material, prepare the floors and install the 3m high commercial gypsum board modular drywall partition with 90mm thickness and all necessary fittings	m ²	25		
3.1.9	Supply material, prepare the drywall partition and install the cream plain linear textured wallpaper	m ²	50		
3.1.10	Supply and install a new lockable 2 x (1m x 2m) solid wood double door set at the entrance of the control room, with heavy duty 8-inch stainless steel keyhole belf door handle and all necessary fittings and paint it with glossy finish glossy low sheen pure acrylic interior off white paint	No.	1		
3.1.11	Brick up the existing door opening, plaster, paint with two (2) coats of glossy low sheen pure acrylic interior cream paint	m ²	15		
3.1.12	Prepare the walls and paint them with two coats of glossy low sheen pure acrylic interior cream paint.	m ²	350		
3.1.13	Prepare the floors, supply and install Non- slippery Ceramic tile 300mmX300mm with grout and adhesive (code: Granito Grey –GN572) tiles and all necessary accessories	m ²	60		
3.1.14	Prepare the floors, supply material and install 500mm x 500mm grey water resistance coastline bitumen carpet tiles and all necessary accessories in the offices, control room and passages.	m ²	100		
3.1.15	Repairs to all concrete cracks by concrete spalling.	m ²	10		
3.1.16	Supply material, prepare the walls and paint them with two coats of glossy finish interior low sheen pure acrylic cream paint	m ²	300		
3.1.17	All windows to be fitted with 25 x 0,21mm Aluminium venetian blinds - silver metallic finish, and all necessary fittings.	No.	10		
3.1.18	Prepare and paint the ceiling with 2 coats of PVA matt white interior ceiling paint	m ²	145		

3.1.19	Supply, install lockable 1m x 2m solid wood doors sets and all necessary fittings and paint with two coats of glossy finish low sheen pure acrylic off white paint	No.	3		
3.2	New PWD ablution - Males				
3.2.1	Prepare the walls and floors, supply material and build 115mm thick single skin brick walls.	m ²	20		
3.2.2	Supply and install PTT1812 aluminium window with frosted glass and black aluminium window frames	No.	1		
3.2.3	Supply, install lockable 1m x 2m interior solid wood door set with heavy duty 8-inch stainless steel keyhole belf door handle, all necessary fittings and paint with two coats of glossy finish low sheen pure acrylic off white paint	No.	1		
3.2.4	Supply material, prepare the walls and plaster them with cement plaster	m ²	50		
3.2.5	Supply material, prepare the walls and paint them with two coats of glossy finish interior low sheen pure acrylic cream paint	m ²	50		
3.2.6	Supply the material, prepare the and ceiling and paint the ceiling with two coats of matte finish bathroom ceiling white paint	m ²	10		
3.2.7	Prepare the floors and waterproof them in the ablutions.	m ²	10		
3.2.8	Prepare the surfaces, supply and install 600mm x 600mm beige matte finish wall tiles and all necessary accessories on the ablution walls.	m ²	20		
3.2.9	Prepare the surfaces, supply and install 300 x 48mm Natural Stone Wall Listello and all necessary fittings	m	10		
3.2.10	Prepare the surfaces, supply and install 300mmX300mm Non- slippery Ceramic tile with grout and adhesive (code: Granito Grey –GN572) floor tiles and all necessary accessories on the ablution floors.	m ²	30		
3.2.11	Supply and install one dual top flush toilet suite including Toilet Seat, 5 litre cistern Mechanism and all necessary fittings for the PWD toilets.	No.	1		
3.2.12	Supply and install one White Box Urinal - Including Kit, Spreader, Trap, Flushing Valve and all necessary fittings	No	1		
3.2.13	Supply and install the handrail for the PWD toilet and all necessary accessories.	No	1		
3.2.14	Supply and install Glossy White Floor standing Cabinet & Ceramic Basin - 860 x 860mm Including mixer tap , Waste Fitting and all necessary fittings.	No	1		
3.2.15	Supply and install 1.3m x 1m wall mirrors with all necessary fittings.	No	2		
3.3	New PWD ablution - females				
3.3.1	Prepare the walls and floors, supply material and build 115mm thick single skin brick walls.	m ²	20		
3.3.2	Supply and install PTT1812 aluminium window with frosted glass and bronze aluminium window frames	No.	1		
3.3.3	Supply, install lockable 1m x 2m interior solid wood door set with heavy duty 8-inch stainless steel keyhole belf	No.	1		

	door handle, all necessary fittings and paint with two coats of glossy finish low sheen pure acrylic off white paint				
3.2.4	Supply material, prepare the walls and plaster them with cement plaster	m ²	50		
3.3.5	Supply material, prepare the walls and paint them with two coats of glossy finish interior low sheen pure acrylic cream paint	m ²	50		
3.3.6	Supply the material, prepare the and ceiling and paint the ceiling with two coats of matte finish bathroom ceiling white paint	m ²	10		
3.3.7	Prepare the floors and waterproof them in the ablutions.	m ²	10		
3.3.8	Prepare the surfaces, supply and install 600mm x 600mm beige matte finish wall tiles and all necessary accessories on the ablution walls.	m ²	20		
3.3.9	Prepare the surfaces, supply and install 300 x 48mm Natural Stone Wall Listello and all necessary fittings	m	10		
3.3.10	Prepare the surfaces, supply and install Non- slippery Ceramic tile 300mmX300mm with grout and adhesive (code: Granito Grey –GN572) floor tiles and all necessary accessories on the ablution floors.	m ²	30		
3.3.11	Supply and install one dual top flush toilet suite including Toilet Seat, 5 litre cistern ,Mechanism and all necessary fittings for the PWD toilets.	No.	1		
3.3.12	Supply and install Glossy White Floor standing Cabinet & Ceramic Basin - 860 x 860mm Including mixer tap , Waste Fitting and all necessary fittings.	No	1		
3.3.13	Supply and install the handrail for the PWD toilet and all necessary accessories.	No	1		
3.3.14	Supply and install 1.3m x 1m wall mirrors	No	2		
3.4	New kitchen				
3.4.1	Supply material and build 115mm single skin brick walls.	m ²	30		
3.4.2	Supply the material, prepare the walls and plaster with cement plaster.	m ²	60		
3.4.3	Supply material, prepare the walls and paint them with two coats of glossy finish interior low sheen pure acrylic cream paint	m ²	80		
3.4.4	Supply and install alpine melamine solid wood kitchen cupboards with 96mm satin chrome arch handle, black granite toping and all necessary fittings	m	15		
3.4.5	Supply and install aura Stainless Steel Kitchen Sink Bowl Depth 170mm Top Mounted - 1190 x 480mm Including Waste Fittings, Waste Pipes with all necessary fittings.	No	1		
3.4.6	Supply and install Pillar Type Chrome Sink Mixer Tap and all necessary plumbing.	No	1		
3.4.7	Supply 3 x (100mm x 100mm) heavy duty aluminium café tables for the eating area	No.	1		
3.4.8	Supply 6 x green heavy-duty plastic and aluminium café arm chairs for the eating area	No	1		

3.4.9	Supply 6 x red heavy-duty plastic and aluminium café arm chairs for the eating area	No	1		
4	Reception Area				
4.1	Supply materials and build 115mm thick single skin brick walls.	m ²	15		
4.2	Supply material and plaster the walls with cement plaster	m ²	30		
4.3	Supply material, prepare the walls and paint them with two coats of glossy finish interior low sheen pure acrylic cream paint	m ²	60		
5.0	Fencing				
5.1	Supply and install 2m-high Clear view fencing and all necessary fittings with 1.5m wide pedestrian gate, 7m wide sliding gate and all necessary fittings	m	100		
5.2	Supply and install heavy-duty boom gate and all necessary fittings	No.	1		
6.0	Parking				
6.1	Existing parking to be high pressure cleaned, remarked and made good.	m ²	800		
7.0	Security				
7.1	Supply and install lockable 3mx3m park home security cabin fitted with <ul style="list-style-type: none"> - one (1) Dual Top Flush Toilet Suite including Toilet Seat, 5 litre cistern ,Mechanism and all necessary fittings - one(1) Glossy White Floor standing Cabinet & Ceramic Basin - 860 x 860mm Including mixer tap , Waste Fitting and all necessary fittings. - a kitchen area fitted with 2m white kitchen cupboard with 96mm satin chrome arch handle and a black granite topping, aura Stainless Steel Kitchen Sink Bowl Depth 170mm Top Mounted - 1190 x 480mm - Including Waste Fittings, Waste Pipes with all necessary fittings. with a Pillar Type Chrome Sink Mixer Tap and all necessary plumbing. - all necessary lighting, plug points designed and installed - HVAC designed and installed 	No.	1		
8.0	HVAC				
8.1	Design, Supply and install split units air-conditioning for offices	No	2		

8.2	Design, supply and install approved air-conditioning for control room	Sum	1		
8.3	Design and provide necessary air-conditioning for sewer room	Sum	1		
8.4	Design and provide necessary fire equipment	Sum	1		
9.0	Electrical				
9.1	Design and install lighting and all necessary fittings	Sum	1		
9.2	Design and install plug points	Sum	1		
9.3	Supply and install 5 litre white hydro boil and all necessary fittings	Sum	1		
9.4	Supply and install hand dryers in the ablutions	Sum	1		
9.5	Design and install generator or necessary load shedding mitigation measures	Sum	1		
10	I.C.T.				
10.1	Supply and install new cat6 network points for all users	No	15		
10.2	Supply and install cables terminate on cat6 patch panels at the relevant network cabinet in the comms rooms	No	15		
10.3	Server room on first floor to have lighting, raised flooring for air-conditioning	No	1		
10.4	Access control to be installed as per TNPA standards.	No	1		
10.0	Building Interior- First floor				
10.1	Prepare the floors and build a 115mm single skin brick wall.	m ²	15		
10.2	Prepare the walls and plaster with cement plaster.	m ²	30		
10.3	Supply material, prepare the walls and paint them with two coats of glossy finish interior low sheen pure acrylic cream paint	m ²	30		
10.4	Supply, install lockable 1m x 2m interior solid wood door set with heavy duty 8-inch stainless steel keyhole belf door handle, all necessary fittings and paint with two coats of glossy finish low sheen pure acrylic off white paint	No	1		
	Sub-Total (excluding VAT)				
	VAT @ 15%				
	TOTAL (including VAT) carried forward to form of offer				

Part C3: Scope of Work

PART C3: SCOPE OF WORK

Document reference	Title	No of pages
C3.1	This cover page	1
	<i>Employer's Works</i> Information	58
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C3.1 EMPLOYER'S WORKS INFORMATION

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SECTION 1

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 represents 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 solely focus on the refurbishment of Building B2/445 at the old I&J site in the Port of Durban. This refurbishment project is initiated to accommodate the Port Control department which is currently located at an area earmarked for the Automotive Terminal expansion.

The benefits of refurbishment of building B2/445 are as follows:

- Providing safe working environment for TNPA employees
- Optimization of Port Land usage
- 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 Building B2/445 entails the following work packages:

- Building *Works*
- HVAC design and installation
- Electrical design and installation

Primarily, the scope of *works* entails the refurbishment of the B2/445 building which should be read in conjunction with the specifications, drawings and the design criteria attached as annexures to this document. The scope to be carried out shall include but not limited to supply, delivery of material and execution of the following *works*:

- Civil *works* and building *works*
- HVAC *works*
- Electrical *works*
- ICT *works*
- Site De-establishment

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

- Protection of *works*
- Demolition
- Screeding
- Installation of plumbing and sanitary ware
- Installation of a ramp
- Preparation and vanishing of Brickwork
- High pressure cleaning
- Walls construction
- Concrete Spalling
- Wall plastering
- Repairing wall Cracks
- Preparation of walls
- Painting
- Installation of doors and necessary accessories
- Installation of shopfronts, and windows
- Clearing of Vegetation
- Dry wall partition installation
- Wallpapering
- Fencing
- Marking of car parking area
- Installation of the security cabin
- HVAC design and installations
- Electrical design and installations
- ICT *works*
- Lightning protection
- Fire protection
- Disposal of Waste items

Technical specification

Water reticulation

- All requirements laid down by the local authority, SANS 10252 and SANS 10254 codes of practice must be strictly adhered to.
- All pipe runs should be flushed, fastened and pressure tested, prior to the application of any terminal fittings. Underground piping to be H.D.P.E. class 12. At the points where the service pipe enters the building it shall change to copper that conforms with SANS 460, class 1.
- Water pressure to be tested prior to ordering of flush masters. All valves to be fully accessible for maintenance.
- Cold water taps to be on the right-hand side & hot water taps on the left when facing fittings.
- 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.

Painting

- All previously painted areas must be washed down to remove dirt and other contaminants and allow drying completely before any paint is applied. Blistered or peeling of paint shall be completely removed.
- Surfaces to be painted must be dry and free of dirt, grease, peeling and 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

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 and 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.

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 rubberised bitumen waterproofing emulsion with membrane 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 aluminium pigmented bitumen solution
- Waterproofing to be installed by an approved *Contractor* with a ten-year guarantee.

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.

Shopfront

- Black Aluminium Main Door Swing Designs Double Tempered Glass Windproof

Floor Carpet Tile (for offices and control room)

- Water resistance Coastline Bitumen Carpet Tiles grey for offices
Colour: Grey
Size :500mm x 500mm
Pattern: Block

Floor Tiles for the kitchen and Reception

- Non- slippery Ceramic tile 300mmX300mm with grout and adhesive (code: Granito Grey –GN572).

Floor and wall Tiles for Bathroom Areas

- Ceramic Anti-Slip Porcelain White Mosaic 300*300 mm ,6 mm thick

Window Blinds

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

Wallpaper

- Plain Texture Wallpaper
- Colour: Cream

Window Blinds

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

Waste collection and disposal

- All rubble and debris must be cleared from site and site to be left clean.
- Safe disposal certificate of waste must be submitted to TNPA.

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.

Reference documents

- Construction Regulations 11 of the Occupational Health and Safety Act.
- National Ports Act (Act No. 12 of 2005 as amended).
- Building regulations
- SANS 10400

1.3 *Employer's objectives*

The *Employer's* objectives are to refurbish the ground floor of the double storey office building B2/445 at the old I&J site, to the specifications detailed above. The successful completion of this project will ensure that Transnet National Ports Authority's strategy to demolish the buildings on the T-Jetty will be successful.

1.4 Interpretation and terminology

The following abbreviations are used in this *Works* Information:

Abbreviation	Meaning given to the abbreviation
AIA	Authorised Inspection Authority
BBBEE	Broad Based Black Economic Empowerment
CEMP	Construction Environmental Management Plan
CD	Compact Disc
CDR	<i>Contractor</i> Documentation Register
CDS	<i>Contractor</i> Documentation Schedule
CRL	<i>Contractor</i> Review Label
CSHEO	<i>Contractor's</i> Safety, Health and Environmental Officer
CM	Construction Manager
DTI	Department of Trade and Industry
DWG	Drawings
EO	Environmental Officer
HAW	Hazard Assessment <i>Workshop</i>
HAZOP	Hazard and Operability Study
HSSP	Health and Safety Surveillance Plan
INC	Independent Nominated Consultant
IP	Industrial Participation
IR	Industrial Relations
IPP	Industrial Participation Policy
IPO	Industrial Participation Obligation
IPS	Industrial Participation Secretariat
IRCC	Industrial Relations Co-ordinating Committee
JSA	Job Safety Analysis
CIRP	<i>Contractor's</i> Industrial Relations Practitioner
Native	Original electronic file format of documentation
PES	Project Environmental Specifications
PHA	Preliminary Hazard Assessment
PIRM	Project Industrial Relations Manager
PIRPMP	Project Industrial Relations Policy and Management Plan
PLA	Project Labour Agreements
PSIRM	Project Site Industrial Relations Manager
PSPM	Project Safety Program Manager
PSSM	Project Site Safety Manager
ProgEM	Programme Environmental Manager
ProjEM	Project Environmental Manager

QA	Quality Assurance
R&D	Research and Development
SANS	South African National Standards
SASRIA	South African Special Risks Insurance Association
SES	Standard Environmental Specification
SHE	Safety, Health and Environment
SHEC	Safety, Health and Environment Co-ordinator
SIP	Site Induction Programme
SMP	Safety Management Plan
SSRC	Site Safety Review Committee

2. Engineering and the *Contractor's* design

2.1 *Employer's* design

The *Employer's* design for the *works* is: All design work associated with this project and it entails the following:

- *Works* information
- Technical specification
- Drawings

The *Employer* grants the *Contractor* a license to use the copyright in design data presented to the *Contractor* for the purpose of the *works* (and the *Contractor's* obligation) ONLY.

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

The *Contractor* shall submit to the *Project Manager* for acceptance the following drawings:

- Layout of laydown areas
- Layout of site offices
- Lighting design and layout
- Plug points design and layout
- HVAC design and fire protection
- Design for the generator or necessary load shedding mitigation measures to power all electrical fittings, equipment etc. within the building.
- Lightning protection
- Parking lot layout

In compliance with NEC 3 core clause 21.1 and OHS Act of 1993, all temporary *works* shall be designed by the *Contractor* and shall remain the *Contractor's* responsibility and the *Contractor* shall:

- Appoint suitably qualified and experienced designers to carry out such work and shall indemnify and hold indemnified the *Project Manager* and *Employer* against any claims and actions that may arise out of the temporary *works*.
- The *Contractor* shall be responsible for full compliance with all codes of practice, safety, professional procedures, checking, site approval and requirement of the construction regulations with regards to the temporary *works*

The *Contractor* is responsible in his design for the overall integration of the design of the *works* with the design of the *Employer* as stated under 2.1

The *Contractor* will also be required to provide samples of materials prior to procuring for installation.

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

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

The *Contractor's* documentation shall be issued to the *Project Manager* under cover of the *Contractor's* Transmittal note indicating all contract references (i.e., Project number, contract number, etc.) as well as the *Contractor's* project document number, revision number, Title and chronological listing of transmitted documentation. Formats of *Contractor* data submitted is dependent on the project procedure and shall be specified by the *Project Manager*, upon the notified request of the *Contractor*.

The *Contractor* shall deliver both hard and electronic copies to the *Project Manager* at the address stated in the contract data.

All electronic documentation shall be submitted in PDF and native file formats.

Acceptance of documentation by the *Project Manager* will, under no circumstances relieve the *Contractor* of its responsibility for the correctness of information, or conformance with his obligation to provide the *works*. The obligation rests solely with the *Contractor*.

After review, a copy of the original reviewed/ marked-up drawing/document, with the *Project Manager's* consolidated comments and document status marked on the *Contractor's* review label, is scanned and the copy shall be returned to the *Contractor* under cover of the project's note for revision or re-submittal as instructed.

The *Contractor* shall allow the *Project Manager* two weeks to review and respond to the *Contractor's* submission of their documentation, i.e., from time of receipt by the *Project Manager* to the time of dispatch. However, work shall proceed without delay in the event of the late return of documentation by the *Project Manager* with prior notification in writing by the *Contractor*.

On receipt of the reviewed documentation, the *Contractor* shall make any notifications requested/marked-up and resubmit the revised documentation to the *Project Manager* within two weeks. Queries regarding comments/changes should be addressed with the *Project Manager* prior to re-submittal.

Any re-submittals, which have not included the changes/comments identified, will be returned to the *Contractor* to be corrected. The *Contractor* shall re-issue the revised documentation incorporating all comments and other specified details not included in the previous issue within two working days of receipt of the marked-up document, In compliance with NEC 3 core clause 21.2.

2.4 Review and Acceptance of *Contractor* Documentation

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

In undertaking the '*Works*' (including all incidental services required), the Supplier shall conform and adhere to the requirements of the '*Contractor* Document Submittal Requirements' Standard included in Annexure 1 (Refer DOC-STD-0001).

2.5 Other requirements of the *Contractor's* design

The *Contractor* shall, where applicable, comply with all the design requirements including the requirements for as-built drawings, operating manuals and maintenance schedules as set out in the details specifications requirements contained in Annexure to this Tender document.

2.6 Use of *Contractor's* design

The *Contractor* grants the *Employer* a license to use the copyright in all design data presented to the *Employer* in relation to the *works* for any purpose in connection with the construction, re-construction, refurbishment, repair, maintenance and extension of the *works* with such license being capable of transfer to any third party without the consent of the *Contractor* as per NEC3 core clause 22.1

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

2.7 Design of Equipment

The *Contractor* submits his design details for the following categories of his proposed principal Equipment to the *Project Manager* for his information only:

The *Contractor* ensures that his equipment is safe and that it complies fully with the applicable statutory requirements including the relevant provisions of the construction regulations in compliance with NEC3 core clause 23.1 and OHS Act of 1993

2.8 Equipment required to be included in the *works*

None

2.9 As-built drawings, operating manuals and maintenance schedules

The *Contractor* provides the following as built / final documentation:

- Building *works*
- Electrical *works*
- HVAC

In undertaking the *works* (including all incidental services required), the *Contractor* shall conform and adhere to the requirements of the *Contractor* document submittal requirements standard.

2.10 Installation, Maintenance and Operating Manuals and Data Books

- The *Contractor* provides manuals in an A4 hard covered, red, grease and waterproof binder, using two ring type binders. The manuals are well indexed and user friendly and include a summarized table of contents.
- Drawings and charts larger than A4 are folded and those greater than A3 are enclosed in an A4 plastic pocket of adequate strength.
- The *Contractor* submits the draft Table of Contents to the *Project Manager* for acceptance prior to the compilation and official submittal of the manuals.
- The originals of all brochures shall be issued to the *Project Manager*. When a general brochure is applicable to a range of equipment, then the specific item, catalogue number or model number shall be stated, which is best achieved by introducing a separate index page, which cross-references the specific item to a tag number.
- The address, phone numbers, e-mail addresses and reference numbers of all sub-*Contractors* is provided.
- Where manuals include drawings that still need to be revised to "As-Built" status, and such manuals are required prior to "As-Built" status, the manual will not be considered

to be in its final form until A typical example of what the binder/files shall be marked with on the spine and the front cover is as follows:

- Project Name
 - Manual Title, e.g., installation, maintenance and operating manual
 - Title
 - Manual numbering (e.g., Volume 1 of 2)
 - Contract number
 - *Contractor* name
- The required number of copies of all As built/Final/Data packs shall be:
 - 3x hard copies (Full size)
 - x PDF
 - x Native formats

3. Construction

3.1 Temporary *works*, Site services & construction constraints

Prospective *Contractors* shall visit the site of the proposed *works* and acquaint themselves with the nature of the *works*, the conditions under which the work is to be performed, the means of access to the site, and with all matters that may influence or affect the contract.

Contractors shall be deemed to have allowed in their tender for any additional cost to be involved due to the foregoing, as no claims for any extras in connection with the position or nature of the work will be entertained.

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

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

- The site is located within the port boundary with the Port's flow of traffic that should not be disrupted.
- The *Contractor* shall ensure the safe passage of traffic to and around the site at all times. This shall entail the provision of flagmen, protective barriers, signs, etc., for protection, direction and control of traffic.
- Access to the site will be along the west bound of Margaret Mncadi Avenue, towards Canal Road and the *Contractor* is to plan for traffic peak hour 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.

- The *Contractor* shall obtain the necessary entry permits for all his/her employees in accordance with TNPA access control requirements. All costs incurred in providing construction personnel with ID cards and access permits shall be borne by the *Contractor*. Access permits shall be made by the *Contractor* to a standard that is acceptable to the *Project Manager* and shall include at least the following information:
 - Company name and logo
 - Employees' name and ID Number
 - Date of issue and period of validity
 - Company details
 - Contact details
- The cost of maintaining access cards for the people working on site is all to the *Contractor's* account.

Areas for establishment of the *Contractor's* construction camp will be made available to the *Contractor*, free of charge. This site will be indicated to the *Contractor* at the tenderer's site inspection. The occupation and the use of this portion of site by the *Contractor* for construction camp will be subject to the following conditions:

- The *Employer* is indemnified in all respects through the occupation and use of this portion of land including any claims from the third parties.
- The allocated area may be used for offices, stores, and any other engineering work that may be required subject to prior approval of the *Project Manager*.
- The *Contractor* shall ensure that the campsite has suitable security fencing and the necessary access gates and control.
- The campsite shall be clearly sign posted as being a construction camp and be compliant with the relevant prevailing safety regulations and restrictions that might be in place until the *Contractor* has de-established on site and this has been approved by the *Project Manager* or his duly appointed representative.
- The housing of labour on site is not permitted except for security personnel if required.
- The *Contractor* to provide chemical toilets for his/her employees subject to approval by the *Project Manager*. These toilets are to be services on a regular basis.
- These toilets should not be used for washing or preparation of any builder's tools/work, food preparation and cooking.
- A stipulated route for access to the site will be pointed out to the *Contractor* at the site inspection.
- The *Contractor's* employees will not be permitted to loiter in the operational areas.

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

The Fish Jetty, where this building is located, is currently occupied by TNPA employees and other stakeholders and the *Contractor* will be required to organise the work in such a manner so as to cause the least possible inconvenience to the current occupants, the public and the property owners adjacent to or affected by the work included in this contract.

In all dealings with the public, the *Contractor* shall bear in mind their right to enjoy the use of the roads and services and access to their properties and that the *Employer* desires to interfere as little as possible with these rights.

At all points of contact with the public, the *Contractor* and his/her staff are requested to handle discussions and disputes with deliberate courtesy and understanding.

The *Contractor* is specifically excluded from entering the *Employer*'s operational areas which are adjacent to the site and working areas. The *Contractor* plans and organises his working in such a manner so as to cause the least possible disruption to the *Employer*'s operations.

Cognisance must be taken that the adjacent areas are fully operational facilities, and the *Contractor* is to note that the site area forms part of a working port and eThekweni City's environment.

The *Contractor* ensures that the safe passage of *Contractor's* traffic to and around the site and working areas at all times, this includes providing flagmen, protective barriers, signage, etc. for protection, direction and control traffic

The *Contractor* ensures that any of his staff, labour and equipment moving outside of his allocated site and working areas does not obstruct the operations of the buildings. To this end, access routes are allocated and coordinated by the *Project Manager*.

The *Contractor* ensures that all his construction staff, labour and equipment remain within allocated construction area.

All *Contractor's* staff and labour working in the buildings, comply with TNPA operational safety requirements and are equipped with all necessary PPE and high visibility

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

ID access cards which will be provided by the *Employer* to the relevant employees of the *Contractor* for site access

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

The working hours shall be in accordance with the requirements and the Department of Labour. This information related to working hours shall be supplied by the *Project Manager* prior to commencement of the project.

Contractor's staff shall be confined to the construction sites and defined access routes and shall not be allowed to walk in other operational areas. Walking anywhere, especially in prohibited areas, except where authorised by the *Project Manager* and on routes designated by the *Project Manager*, is not permitted and any person found contravening this will be subject to disciplinary action.

It is very important that the *Contractor* keeps records of his staff on site, including those of their sub-*Contractors* which the *Project Manager* shall have access to at any time.

3.6 The *Contractor* complies with the following hours of work for his people (including Sub-*Contractors*) employed on the Site:

The *Contractor* specifies normal working hours per day, which shall not exceed nine (9) hours per day, and five (5) working days per week

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

3.7 Health and Safety facilities on site

The provision of security for the *Contractors'* site establishment shall be their own responsibility.

Suitable temporary fencing, lighting and barricading shall be maintained for the duration of the contract to ensure the security requirements are met.

Both the "Factories", Machinery and Building work Act (Act 22 of 1941) and the "Machinery and Occupational Act (Act 6 of 1983)", whenever they appear, will be substituted by the "Occupational Health and Safety Act (Act 85 of 1993)"

The Safety of the entire site shall be the responsibility of the *Contractor* and as such, precaution against injury and loss of life, shall be taken where open excavations and other uncompleted *works* are present.

A specific requirement of the *Employer* for Work within Port boundaries is that all *Contractor's* temporary accommodation is to be securely tied down immediately after arrival on site.

Reference should also be made to the health and safety specifications

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

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

All precautions must be exercised by the *Contractor* to minimise and eradicate environmental pollution during the execution of the *works*

The *Contractor* complies with the CEMP, SES and PES in the construction of the *works*, all as described under paragraph 2.4 of C3.1 *Employer's Works* Information.

3.9 Title to Materials from demolition and excavation

The *Employer* has title to all materials arising from any excavations in the performance of the *works* such as:

- Any materials arising from excavations or demolition, if such material is to be used and re- incorporated into the new or future *works* and is required for the completion of the *works*, as specified on the drawings, in the bill of quantities or pricing instructions.
- Any artifacts of historical or cultural value.
- Title to such materials, remains 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 NEC 3 core clause 73.1.

3.10 The *Contractor* has title to all Materials arising from excavation and demolition in the performance of the *works* with the exception of:

- Underground services and cables that are still in use

3.11 Publicity and progress photographs

- The *Contractor* shall obtain the permission and approval of the *Employer* before erecting any notice boards or using the details of the contract in any advertising media
- The *Contractor* provides a notice board
- The *Contractor* provides progress photographs

- The *Contractor* does not advertise the contract or the project to any third party, nor communicate directly with the media (in any jurisdiction) whatsoever without the express written notification

3.12 *Contractor's* Equipment

- All plant used by the *Contractor* on site shall be properly maintained and operated. All vehicles on public roads shall be roadworthy, with the necessary licenses and safety requirements. A checklist /register shall be implemented which will list the operator's qualifications and medical records.
- All equipment to be supplied by the *Contractor* will comply with relevant standard specifications
- Any tools, test equipment and devices needed for installation, testing and commissioning shall be provided by the *Contractors*.
- 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.
- The *Contractor* complies with the permissions and restrictions in the use of equipment as required by the *Employer* as per Clause 7.1 in SANS 1200 A.

3.13 Equipment provided by the *Employer*

No Equipment will be provided by the *Employer*

3.14 Site services and facilities:

The *Contractor* shall make his own arrangements for the connection to the existing supply of services such as electricity, potable water, ablutions, fire protection, lighting and all other services required for undertaking the *works*.

The *Contractor* shall provide, maintain and finally remove any additional portable latrines of sufficient number required, above the facilities provided by the *Employer*, at his cost. Latrines shall be properly constructed and placed in suitable positions and maintained in a clean and sanitary working condition.

The locations of the potential lay down areas will be pointed out at the site clarification meeting. The *Contractor* may establish a site camp anywhere within the boundary of this area. The *Contractor* shall ensure that the area used has a suitable continuous security access gates.

The area may be used for offices, stores, casting yards, repair shops, concrete batch plants and any other engineering work that may be required. All preparation and fencing, etc. shall be done by the *Contractor* and shall be for his account, this includes clearing away and leaving clean and clear at completion.

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

In compliance with NEC 3 core clause 25.2, the *Employer* will provide the following connections to services for *Contractor's* use:

- A supply point for potable water on site and laydown areas, the *Contractor* will be responsible for connecting his water meter, all necessary connections and the bills.
- A supply point for power, which is only available at the laydown area, the *Contractor* will be responsible for connecting his water meter, all necessary connections and the bills.
- This shall be pointed out at the site clearing meetings. The Supervisor will arrange for the closing of the water valves during the installation of the metered take-off points. All further connection connections from this point on shall be for the *Contractor's* accounts.
- Wherever the Employer provides facilities (including, inter alia, temporary power, water, waste disposal, telecommunications etc.) for the *Contractor's* use within the working areas and the *Contractor* adapts such facilities for use, then the *Contractor* makes good and provides full re-instatement to the land (including all apparatus of the Employer and others in, on other land) and surrounding areas to its original standard upon dismantling of such facilities and hand-back to the Employer .

3.16 Facilities provided by the *Contractor*:

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

All costs for preparation of the site establishment area are for the *Contractor's* account.

The *Contractor* submits details of the layout of his site to the *Project Manager* for acceptance.

The *Contractor* installs a metering device, accepted by the *Project Manager*, immediately downstream at each of the *Employer's* connections from where he draws services. The *Contractor* provides the *Project Manager* details of his monthly consumption of potable water and power.

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

The *Contractor* Provides the *Project Manager* with a "Certificate of Compliance" (COC), by an "Accredited" person as defined by the OHS Act, in respect of his construction power electrical installation. The *Project Manager* only makes construction power available upon receipt of the COC

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

The *Contractor* provides, at his cost, a sufficient number of toilets and maintains them in a clean and working condition.

The *Contractor* provides temporary lighting and fencing around every section occupied by him during the phased construction of the *works*

Such fencing demarcates and secures the construction area. The fencing is erected before any work starts and is removed only upon completion of the work in that area.

The *Contractor* includes, for all costs for such lighting and fencing, including access control into and out of these restricted areas.

Wherever the *Contractor* provides facilities (either his own or for the *Project Manager* and / or Supervisor) and all items of equipment, involving, inter alia, offices, accommodation, laboratories, materials storage, etc., within the working areas, then the *Contractor* makes good and provides full reinstatement of the land (including all apparatus of the *Employer* and others in, on or under the land) and surrounding areas to its original standard, upon dismantling of such facilities and items of equipment.

Upon completion, and within one month of the date of acceptance of the *works*, the *Contractor* completely removes from the site and working areas, all his equipment, including the foundations of any structures, stores, office accommodation or any other asset belonging to him, and leaves the site and working areas in a tidy condition to the satisfaction of the *Project Manager*.

No Excess discarded materials or equipment may be buried or dumped within the port boundary.

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

The *Employer* does not provide any security for the site and working areas. The *Contractor* provides same and indemnifies and holds indemnified the *Project Manager* and *Employer* against any claims and actions that may arise out of site working area security

No housing is available for the *Contractor's* employees. The *Contractor* makes his own arrangements to house his employees and transports them to site in a closed vehicle specifically designed for passenger transport (bus or similar) accepted by the *Project Manager*

Wherever the *Employer* provides facilities for the *Contractor's* use and the *Contractor* adapts such facilities for use, then the *Contractor* makes good and provides full reinstatement to the land (including all apparatus of the *Employer* and others in, on or under the land) and surrounding areas to its original standard upon dismantling of such facilities and hand-back to the *Employer*.

3.17 The *Contractor* provides the following facilities for the *Project Manager* and Supervisor:

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

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

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

The *Contractor* will be held responsible for any damage to the existing structure and surfacing caused by the *Contractor* during the execution of this 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 sites and any existing damage noted.

The *Contractor* is required to forward a photographic report following the inspection to the *Project Manager* for record purposes.

The *Contractor* inspects and surveys the following [buildings / premises / facilities] adjacent to the Site in accordance with agents of the *Employer* and in conjunction with the *Project Manager*.

The *Contractor* inspects the work of existing structures with which the *works* interfaces in conjunction with the *Project Manager*.

3.19 Survey control and setting out of the *works*.

The *Contractor* is to bring his own control on sites to undertake all the setting out of the *works* that may be necessary.

The *Contractor* will be responsible for the setting out of the *works*.

The *Contractor* validates the information provided by the *Project Manager* and records all existing and final levels on a drawing and presents this to the *Project Manager* for acceptance.

Where there is a possibility of damage to adjacent property, that a full inventory (and potentially surveys) should be undertaken with the *Contractor*, as this would have a bearing on any subsequent third-party action and the Parties risks under the ECC Clauses 80.1 and 81.1.

3.20 Excavations and associated water control

Where applicable, the *Contractor* protects all excavations against any water ingress whether by seepage, rains, storms, floods or any other means.

Where applicable, the *Contractor* immediately removes any water found in the excavation by pumping and/or bailing and provides all necessary equipment to do so. Water is cleared in such a way that it cannot seep or flow back into the excavations.

Possibility of Asbestos /Hydrocarbon contamination in excavations.

The *Contractor* exercises due care and attention in carrying out any excavation or bulk earth *works* as there is a probability of uncovering asbestos contaminated material during these operations.

The *Contractor* ensures that his staff and labour are equipped with necessary PPE and are trained to recognise asbestos contamination.

On encountering asbestos contamination, the *Contractor* immediately stops all work in the affected area, inform the Supervisor and secures the area.

The *Contractor* arranges for a specialist waste disposal *Contractor* to collect, bag, remove and dispose the contaminated material from the excavation or bulk earth *works*.

The *Contractor* continues with the excavation or bulk earth *works* on receipt of a written instruction from the Supervisor.

The *Contractor* complies with the following requirements

- With the execution of *works* relating to deep foundations and controlling water from excavations
- Underground services, other existing services, cable and pipe trenches and covers
- The *Contractor* is required to liaise with the *Project Manager* 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.
- In addition to the above, the *Contractor* shall consult the *Project Manager* 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 *Project Manager* to avoid damage or disruption to existing services. Only hand excavation will be allowed.
- The *Contractor* shall be liable for all claims arising from any damage caused by such excavation if the *Contractor* fails to exercise the requisite care and attention in carrying out the excavation.
- The cost of locating and protecting, if necessary, services shall be included in the rates for the services intersecting and adjoining trenches. A group of cables intersecting or adjoining a trench will be regarded as one service. The existing services shall be protected when excavating for surfacing. The costs of protecting these services shall be included in the rates for excavation and compaction
- The existing services on the site of the *works* are depicted on drawings and serve only as a guide to the *Contractor*. These drawings will illustrate the positions of services as accurately as possible based on existing records. However, it is possible that there are services existing, which are not reflected and may affect the *works*.
- The *Contractor* should note that in particular, the existing underground asbestos potable waterline is not shown on the drawings.
- The *Contractor* shall take all the necessary steps to ascertain the location of existing services before commencing any section of the *works* and shall exercise greatest care when working in the vicinity of such services. Hand tools shall be initially used for

exposing services where necessary before allowing the uncontrolled use of picks and machines to excavate.

- Should it be necessary to adjust the line, level and / or position of any service not catered for in the contract to enable the *works* to proceed, the *Contractor* shall on no account effect such adjustments, without the prior approval of the *Project Manager*.
- The *Contractor* shall take all necessary steps to protect any existing *works* whatsoever against damage which may arise as a result of his operations on site. The *Contractor* shall bear the cost of the repair of damage to any service, the possible existence of which could reasonably have been ascertained by him in good time.
- Where the *Contractor* is responsible for the cost of repairs carried out by a service authority, the *Contractor* will be billed directly by the service authority concerned.
- Where the *Contractor* encounters existing underground services/existing services/ cables/ pipe trenches, the *Contractor* is to notify the *Project Manager* and Supervisor
- Control of noise, dust, water and waste
- Before moving equipment onto the site and working areas and commencing operations, the *Contractor* submits his proposed methods of construction which will demonstrate the measures taken to avoid and /or reduce any nuisance arising from dust, noise and vibration for acceptance by the *Project Manager*. Geotextile silt curtaining should be used at the backfill sites to reduce suspended sediments returning to the harbour

The *Contractor* complies with the following:

- The fullest collaboration between the *Contractor*, *Project Manager*, the Supervisor and all other parties is essential with regard to the working of the port. The commercial activities shall take priority over the construction activities. The *Contractor* shall ensure that all equipment remains inside the allocated construction area. The *Contractor* shall remove any such equipment outside his allocated construction area that obstructs

commercial operations at his own expense. No claims for standing time or extension of time for removal of such equipment will be payable.

- Access to the site will traverse through operational areas. The *Contractor* shall co-operate with other common users of this portion of access.
- The *Contractor* shall not commit or permit any act that may interfere with the performance of work by any of the other parties.
- The success of the project depends on the effective co-operation of all parties on site, and if necessary, it may be required to discuss the programme on a day-to-day basis with the Supervisor to ensure effective co-operation.
- Working with limited access to the site services to ensure vehicular traffic is able to access the site
- Submits method statements which adequately address issues relating to noise, dust, the *Contractor* is to note that in the execution of the *works* there may be limited access and the *Contractor* is to ensure that the client is able to manage his port activities whilst construction takes place
- Giving notice of work to be covered up
- The *Contractor* notifies the Supervisor in writing of any elements of the *works* which are covered up. This notification is given not less than twenty-four (24) working hours prior to the proposed covering up.

The *Contractor* notifies the supervisor in writing of the following elements of the *works*:

- All services installed in the ground

Sequence of Construction or installation

The *Contractor* will submit for the *Project Manager's* approval a level 4 schedule that outlines the critical schedule information prior commencing with the execution of the work.

Contractor complies with the following constraints:

- The *Contractor* is to take note that he will not have exclusive use of the entire site during construction due to being an operational area. In this regard, the *Contractor* will

be responsible for coordinating occupations with industry to avoid any clashes during construction including making allowances in his tendered programme.

- The *Contractor* is also referred to the site information which lists further constraints regarding the *works*.
- The sequencing of the *works* will be affected by access to certain areas due to operational constraints. In this regard, the *Contractor* may only be allowed access to certain areas of the work in a phased manner.
- The *Contractor* may also be granted limited access to the various areas of the site and as such will need to ensure sufficient resources are available to undertake the *works* accordingly.

Port working

Co-operation with other parties

- The fullest collaboration between the *Contractor*, Port Management, the Supervisor and other parties is essential with regards to the operation of the Port. The commercial activities shall take priority over the construction activities. The *Contractor* shall be limited to working at the car park during peak hours.
- The *Contractor* shall ensure that all necessary work permits to perform *works* are obtained on a daily basis. Daily hot work permits would need to be obtained from the TNPA fire department and the associated costs will be for the account of the *Contractor*.
- Access to the sites is adjacent to the operational areas. The *Contractor* shall co-operate with the common users of this portion of access.
- The *Contractor* shall not commit or permit any act that may interfere with the performance of work by any of the other parties.
- Due to the *Contractor* undertaking the *works* in operational area, the *Contractor* shall provide for gas monitoring during construction. The *Contractor* shall provide necessary gas masks and monitors. Daily gas testing shall be undertaken by the *Contractor*. It

may be necessary to undertake the gas testing more than once per day, depending on the location of construction activities and port operation.

- The success of the project depends on the effective co-operation of all parties on site, and if necessary, it may be required to discuss the programme on a day-to-day basis with the Supervisor

Harbour regulations and associated charges

The *works* are sited within the port boundaries. The *Contractor* and his staff shall observe all port's regulations. Copies of such regulations are obtainable free of charge from the Harbour Master's office.

Evacuation procedure

TNPA Emergency team will activate the emergency alarm:

- All employees and visitors must evacuate the site as fast as possible and assemble at the parking lot
- Security/SHEQ officers/Management on duty will contact the security control room (031 361 8507)
- The necessary emergency services will then be contacted by security control room
- All radios will function to keep the employees informed of the incident
- The register of employees in the building as well as the visitor's register and *Contractor's* list of employees will be handed over to SHEQ by security in order to conduct a roll call
- Instructions from the emergency controller must be followed. No one should leave the assembly point until instructed to do so.

3.21 Completion, testing, commissioning and correction of Defects

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* except for the work listed below which may be done after the completion date, but in any case, before the dates stated. The *Project Manager* cannot certify completion until all the work

except that listed below, has been done and is also free from defects, which would have, in his opinion, prevented the *Employer* from using the *works* and others from doing their work.

The successful *Contractor* shall provide two (2) copies of full operating and maintenance instructions before the installation is accepted by the *Project Manager*.

Item of work	To be completed by
As built drawings, operating manuals and maintenance schedules	Two (2) weeks after completion date
Performance testing of the <i>works</i> in use	Completion date
Correction of Defects	Within the defects correction period as defined in the Contract Data Part 1 and as per Clause 42.2

- The *Contractor* is permitted to carry out identified and modified defects as per term and conditions of NEC ECC3, the completion of the *works*.
- No access is required for installation of any necessary equipment before completion is certified. Any required access will be arranged with the appointed *Contractor* by the *Project Manager* or the NEC ECC3 Supervisor
- Should the *Employer* intend to use part of the *works* before Completion is certified, then he is able to do so by following appropriate statements at Contract Data - Part One. The basis upon which use by the *Employer* is permitted but take over is not concurrently certified by the *Project Manager* for such use, is for the reasons stated within the *Works* Information. If the *Employer* does take over the *works* without such

specifically stated reasons being included in the *Works* Information, then the *Contractor* is entitled to a compensation event under ECC Clause 60.1(15).

Materials facilities and samples for tests and inspections

The *Contractor* submits to the Supervisor details to certify that tests and inspections have been carried out on plant and materials by others as detailed in the attached specifications

The *Contractor* provides the facilities that will be made available, and materials and samples in order to perform the tests and inspections as per NEC 3 ECC Clause 40.2

Commissioning

The *Contractor* provides the following commissioning activities to bring the *works* in use in liaison with the *Employer*:

- The *Contractor* shall perform the necessary testing as identified in the detailed *works* information and annexures accompanying this document.
- Start – up procedures required to put the *works* into operation.

Take-over procedures

The *Contractor* provides the following assistance to the *Employer*:

- Have suitable resources available to ensure that clear indication provided on how to operate the various new equipment installed.
- The *Contractor* ensures that the documentation is presented to the *Project Manager* before completion.
- The *Contractor* ensures that the *Project Manager* has a full and accurate dossier of As-built documents that represent the status of the completed *works* (to include Plant within the *works*) to present to the *Employer*.
- The *Contractor* ensures that the *Project Manager* has a full and accurate dossier of maintenance manuals and operating manuals as appropriate at the earlier of take-over of completion.
- Where the *Contractor* has presented maintenance manuals as appropriate to the *Project Manager* at take-over, the *Contractor* modifies and updates as-builts as

necessary prior to completion Please include the above default statements under paragraph 3.2.6 of the *Works* Information.

- Access given by the *Employer* for correction of Defects as described by the NEC3 ECC core clause 43.4

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

- Working in an operational area with high volume of traffic

Performance tests after Completion

Where the *Project Manager* arranges for the *Contractor* after completion, the *Contractor* complies with the following constraints and procedures of the *Employer*:

- Safety, access control and work procedures as determined by the *Employer*.
- These may be the same as communicated elsewhere within this *Works* information as at the starting date /access date, or as the *works* are now in use by the *Employer*'s occupation of the site, the same may be incrementally or substantially changed and increased post completion.

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

- Working in an operational area
- Any performance tests after completion of the *works* will be notified to the appointed *Contractor* by the *Project Manager* as per the terms and conditions of the NEC ECC3

4. Plant and Materials Standards and Workmanship

4.1 Investigation, Survey and Site Clearance

The Information (e.g., building positions) indicated on the drawings is issued for information purposes only and the responsibility rests with the *Contractor* to verify the information provided on site, The *Contractor* shall carry out the following investigations and surveys at the site:

- Verify positions of existing services and structures
- Expose existing connections to fire hydrants and Municipal supply points Insert relevant details.

Where the *Works* Information is amended by the *Employer*, then the *Contractor* is entitled to compensation events, as per NEC 3 ECC core clause 60.1(1)

4.2 Building works

Where the Association of South African Quantity Surveyors Model Preamble for Trades 1999 are used within the *Works* Information, the following interpretations and meanings shall apply:

In case of any conflict in interpretation, ambiguity or discrepancy between any Model Preamble for Trades 1999 (whether standard or written as a particular project specification) contained in the *Works* Information and the conditions of contract, the conditions of contract take precedence within the ECC Contract.

In case of any conflict in interpretation, ambiguity or discrepancy between any Model Preamble for Trades 1999 (whether standard or written as a particular project specification) contained in this paragraph 4.2 of C3.1 *Employer's Works* Information and specific statements contained elsewhere in C3.1 *Employer's Works* Information, the specific statements contained elsewhere shall prevail

without prejudice to the *Project Manager's* express duty to resolve any ambiguity or inconsistency in the *Works* Information under ECC Clause 17.1.

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

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

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

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

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

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

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

Within the Model Preambles for Trades 1999, B. ALTERATIONS, B.2 MATERIALS FROM THE ALTERATIONS, CREDIT, ETC and C. EARTH *WORKS*, C1.4 Materials from demolitions shall not apply. C3.1 *Employer's Works* Information paragraph 3.1.6 states details of the *Contractor's* title (if any)

to Materials arising from excavations and/or demolitions and how such Materials are either to be disposed of or re-used in the *works*.

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

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

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

Particular specifications provided by the *Employer*.

Manufacturer's instructions and specifications

- All materials and products shall be used in strict accordance with manufacturer's instructions and specifications
- Use of locally manufactured materials and products
- Materials and products manufactured in South Africa shall be used in carrying out the *works* to which this specification refers, unless an imported product is prescribed specifically, or when no suitable locally manufactured product for the specific use is available.

4.3 Civil Engineering and Structural *Works*

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

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

In case of any conflict in interpretation, ambiguity or discrepancy between any SANS 1200 Specification (whether standard or written as a particular project specification) contained in this

paragraph 4.3 of the *Employer's Works* Information and specific statements contained elsewhere in C3.1 *Employer's Works* Information, the specific statements.

contained elsewhere shall prevail, without prejudice to the Project Manager's express duty to resolve any ambiguity or inconsistency in the *Works* Information under ECC Clause 17.1.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.4 Existing services

- All known services are provided on the drawing, however, due to the lack of adequate as-built records, the *Contractor* will be required to prove services prior to removal. The *Contractor* shall take necessary precautions to ensure that services are not damaged. The existing water supply to the buildings must be shut off at the closest valve to be determined on site, prior to removal of plumbing fittings and demolition.
- As soon as any underground service not shown on the drawings is discovered, it shall be brought to the attention of the Supervisor. The *Contractor* must in collaboration with the

Supervisor, ascertain whether or not the service is live. The *Contractor* shall not uplift such service unless he is instructed to do so.

Method statement

The *Contractor* shall submit a detailed method statement setting out what quality control procedures will be implemented with respect to Quality assurance of the *works*.

4.5 Electrical & mechanical engineering works

All design and installation of Electrical and HVAC to comply with the following:

1. SANS
2. NEC ECC Clause 21.2

4.6 Process control and IT works

The *Contractor* will install new cat6 network points for all users, boardrooms throughout the building and each floor to have the cables terminate on cat6 patch panels at the relevant network cabinet in the comms rooms on the respective floors. All cable layouts to be labelled and documented according and necessary patch cables to be also labelled and patched to switches housed in the network cabinet. A full drawing of the cable layout and route to be completed and supplied by the *Contractor*. Server room on ground floor to have lighting, flooring and access control done.

5. List Of Drawings

5.1 Drawings issued by the Employer

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

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

Building works drawings

DRAWING DESCRIPTION	DRAWING NUMBER
DOUBLE STOREY OFFICE BUILDING B2/445 AT THE OLD I&J SITE	DH63Q0101-000-00
I&J BUILDING RAMP LAYOUT	DH630104 – 002 - 00

SECTION 2

6. Management and start up

6.1 Management meetings

In compliance with NEC 3 ECC core clause 16.2, Regular meetings of a general nature may be convened and chaired by the *Project Manager* as follows:

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Every two weeks	On site	Project Manager, Supervisor, <i>Contractor</i> and appropriate key persons
Overall contract and progress and feedback	Every two weeks	On Site	<i>Employer</i> , Project Manager, Supervisor, <i>Contractor</i> and appropriate key persons
SHE Meetings	Every two weeks	On site	<i>Project Manager</i> , Supervisor, <i>Contractor</i> and appropriate key persons
Technical meetings	Every two weeks	On site	Appointed and appropriate key persons
Safety, Health, Environmental audits	Monthly per discipline	On site	TNPA SHE department and appointed appropriate key persons from the Contactor
Stakeholder Liaison meeting	Every two weeks	On site	Project Manager, Supervisor, <i>Contractor</i> and appropriate key persons

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

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

6.2 Documentation Control

In undertaking the '*Works*' (including all incidental services required), the *Contractor* shall conform and adhere to the requirements of the '*Contractor* Documentation Submittal Requirements' Standard included in Annexure 1 (refer DOC--STD-0001).

The *Contractor* is to ensure that the latest versions of the required application software and a suitable 'IT' Infrastructure are in place to support the electronic transmission of documentation.

All contract correspondence is issued through document control. All hardcopy communication will be delivered to the *Employer* via TNPA appointed Document controller. In the event of urgent communication, electronic communication can be transmitted to TNPA Document control

Each supplier of documentation and data to the project is responsible for ensuring that all documentation and data submitted conforms to the project standards and data quality requirements in terms of numbering, uniqueness, quality, accuracy, format, completeness and

currency of information. Data not meeting the Project Standards and data quality requirements will be rejected and returned to the *Contractor* for corrective action and re-submission.

Should any change be made to documentation or data, which has already been submitted to the project, then new or revised documentation or data shall be issued to replace the outdated information.

All drawings supplied shall comply with SANS standards

It is the responsibility of all project participants undertaking work on the project to ensure they obtain and comply with relevant requirements to suit their deliverables of the scope of *works*

The *Contractor* is to ensure that the latest versions of the required application software and a suitable "IT" infrastructure is in place to support the electronic transmission of documentation.

Electronic files submitted to the project shall be clear of known viruses and extraneous "macros".

The supplier of documentation is required to have, at all times, the latest generation of virus protection software and up-to-date virus definitions.

The *Contractor* shall be responsible for the supply of all sub-*Contractor* documentation and data related to their package of work, and shall ensure that these sub-*Contractors*

have the capability to supply the necessary documentation and data in the required timeframe and quality as outlined in the specified standards

The required number of copies shall be a minimum of three (3) (1 x original and 2 x copies), with the corresponding PDF and Native file formats prior to formal submission to the project

The *Contractor* shall apply original signatures to the original documentation before scanning the signed original and prior to formal submission to the project

Final issues of all documentation shall be supplied to the project with original signatures along with the associated corresponding electronic "native files" and PDF renditions

The *Contractor* shall ensure adequate resources are available to manage and execute the Document control function as per the requirements of the Project. The *Contractor* shall ensure that a dedicated Document controller is available for the Project.

All documentation shall conform to the latest revisions of the following, i.e.: -

- SANS 10111 - Code of Practice for Engineering Drawings, or
- SANS 10143 - Building Drawing Practice, or

- ISO 9001:2000 - Quality Management Systems Requirements

6.3 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 Sub*Contractors* 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 Sub*Contractors* 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.

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 similar 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.

6.4 Environmental Constraints and Management

NB: *Contractors* must note that some of the specifications referred herein were compiled by the previous Transnet Group Capital (TGC) and this name may remain on some of the Annexure specification documents. While the project is now managed by TNPA, the TGC specifications are still applicable and implemented.

- 6.4.1 All work is to be conducted in accordance with the principles of the National Environmental Management Act, Act no 107 of 1998 but not limited to other applicable regulations, municipal bylaws e.g. schedule trade and occupations bylaws as well as the accepted environmental good practices.
- 6.4.2 All required licences and permits must be obtained at their own cost by the *Contractor* from relevant authorities prior to the commencement of project activities where applicable.

6.4.3 The following documents, included as Annexures of the *Works* Information, provide the minimum acceptable standards that shall be adhered to:

- Transnet Integrated Management Systems (TIMS) Commitment Statement –
IMS-GRP-GDL-002-1
- Construction Environmental Management Plan (ENV-STD-001 Rev 04).
- Standard Environmental Specification (ENV-STD-002 Rev 04).
- Standard Environmental Maintenance Management Programme for Maintenance *Works*
- COVID 19 Post Lockdown Construction Site Health and Safety Guidelines
- COVID-19 Health Care Waste Management on Construction sites TGC-IMS-ENV-SOP-009.001
- Stormwater Management Plan

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

- TNPA list of approved waste services *Contractors*
- TNPA Asbestos Management Plan
- EThekweni Municipality Schedule Trades and Occupations Bylaws
- EThekweni Municipality Interim Code relating to fire prevention and
Flammable liquids and substances

6.4.4 The *Contractor* performs the *works* and all construction activities within the Site and Working Areas having due regard to the environment and to environmental management practices as outlined in section 6.4.3 above.

6.4.5 The CEM describes the main roles and responsibilities of the project team with respect to Environmental Management.

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

6.4.7 The Project Environmental Specification (PES) describes more particularly the environmental standards applicable to the *works*, the Site and the Working Areas and sets out variance (including additions) to the SES. The PES may require higher minimal standards than those described in the SES as may be required by the relevant environmental authorities but may not necessarily be limited to: Environmental Approvals (e.g. Environmental Authorisations, Water Use Licenses, Waste Management Licences, etc.); Environmental Management Programmes/Plans.

6.4.8 The above requirements shall be applicable to the main *Contractor*, its Sub*Contractors*, Service providers and Suppliers. The *Contractor* must comply with all the requirements of the CEMP, SES and PES as mentioned in section 6.4.3 above.

The *Contractor* must sign the Declaration of Understanding as a commitment to abide with Transnet's Environmental Governance Framework and any applicable Project Environmental Specification issued by the authorities.

- 6.4.9 The *Contractor* Must make provision for sufficient environmental budget to meet all the project environmental requirements for the duration of the contract.
- 6.4.10 The *Contractor* must strictly appoint a fulltime Environmental Officer (EO) to monitor and manage compliance to Environmental Specification and all applicable environmental legislation. The *Contractor* EO must be 100% allocated to the project and must be employed for the duration of the contract. Sharing of an EO resource between projects is not allowed. The EO must as a minimum have at least 3 years work experience in environmental management within the construction environment.
- 6.4.11 The roles and responsibilities of the *Contractor's* EO are stated in CEMP. The *Contractor's* EO must be 100% full time on site during working hours.
- 6.4.12 The *Contractor* will be required to submit an environmental file to TNPA post tender award. Detailed requirements such as Audits dates, deadlines etc. from the *Employer* will be made known on award of the contract. Site access certificate will not be granted until the Environmental file has been approved by the *Employer's* Environmental representatives.
- 6.4.13 The overarching obligations of the *Contractor* under the CEMP before construction activities commence on the Site and/or Working Areas is to provide environmental method statements for all construction operations at the Site and/or Working Area by the *Contractor* and where requested by the CM:

These include, but are not limited to, the following where applicable:

- a) Establishment of construction lay down area
- b) Hazardous and non-hazardous solid waste management
- c) Storm water management
- d) Contaminated water management
- e) Prevention of marine pollution
- f) Hydrocarbon spills
- g) Diesel tanks and refuelling procedures
- h) Dust control
- i) Spoil dumping
- j) Sourcing, excavating, transporting and dumping of fill material
- k) Noise and vibration control
- l) Removal of rare, endemic or endangered species
- m) Removal and stockpiling of topsoil
- n) Rodent and pest control

- o) Environmental awareness training
- p) Site division
- q) Emergency procedures for environmental incidents
- r) *Contractor's* SHE Officer
- s) Closure of construction laydown area

6.4.14 The *Contractor* shall identify the kinds of environmental impacts that will occur as a result of their activities and accordingly prepare separate method statements describing how each of these impacts will be prevented or managed so that the standards set out in the SES document are achieved. The method statements will be prepared in accordance with the requirements set out in the CEMP. These method statements shall form part of the environmental file. The *Contractor* shall ensure that his management, foremen and the general workforce, as well as all suppliers and visitors to Site have attended the Environmental Induction Programme prior to commencing any work on Site. If new personnel commence work on the Site during construction, the *Contractor* shall ensure that these personnel undergo the Environmental Induction Programme and are made aware of the environmental specifications on Site.

Method statements need to be compiled by the *Contractor* throughout the Construction and Commissioning phase of the project. These Method Statements must be approved by the TNPA Construction Manager and TNPA Environmental Manager or Environmental Officer. Approval must at least be two weeks prior to the proposed commencement of the activity. Emergency construction activity method statements may also be required. The activities requiring method statements cannot commence if they have not been approved by the TNPA Environmental Manager or Environmental Officer.

Where required, one of the first actions to be undertaken by the *Contractor* shall be to erect and maintain a temporary fence along the boundaries of the Site and Working Areas as applicable, and around any no-go areas identified on the layout plans, to the satisfaction of the *Project Manager*.

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

A copy of the latest versions for both CEMP and SES together with PES shall always be available on Site, and the *Contractor* shall ensure that all the personnel on Site (including Sub *Contractors* and their staff) as well as suppliers are familiar with and understand the specifications.

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

6.4.16 The *Contractor* shall be responsible for rehabilitating and cleaning all areas to the satisfaction of the TNPA Environmental Manager or Environmental Officer as detailed in the SES. Sufficient environmental budget must be allocated to achieve this including all environmental requirements for the project for the duration of the contract.

6.4.17 The *Contractor* must ensure that its Sub - *Contractors* comply with the Environmental Specification.

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

The *Contractor* or Sub *Contractors* must be in possession of eThekweni Municipality's Schedule Trade and Occupations permit if they are to be engaged in any of the activities contained under eThekweni Municipality Scheduled Trade and Occupations.

6.5 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 NPA – QUAL-REQ-014.1. 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.

6.6 Programming constraints

The *Contractor's* programme should be in Microsoft Project (MSP) or in Primavera Software and the programme shall correspond with the *Employer's* objectives as stipulated in the relevant sections of the *Employer's* Scope of Service inclusive of all sheets listed in the Annexures and shall be in line with the overall Scope of Services, specifications and any other documentation as annexed to this contract. A Basis of Schedule document shall be prepared by the Consultant in conjunction with the programme.

In planning the *works*, the *Contractor* shall clearly identify the activities durations and the associated resources.

The *Contractor's* programme shall comply with the stipulations of the relevant sections of the *Employer's* Scope of Service, which details the minimum Health & Safety constraints as imposed on execution of the *works*.

The *Contractor's* programme shall comply with the stipulations of the relevant sections of the *Employer's* Scope of Service, which details the minimum Quality constraints as imposed on the provision of the services.

The *Contractor's* programme shall comply with the stipulations of the relevant sections of the *Employer's* Scope, which details the minimum Environmental constraints as imposed on the provision of the services.

The *Contractor* includes any reasonable foreseen and unforeseen constraints, assumptions and conditions which may arise in line with the overall scope as outlined in the *Employer's* Scope.

The *Contractor* uses the latest version of Microsoft Project/Primavera for his programme submissions, with the use of alternative but similar software package being employed only upon the written approval of the *Employer* or *Employer's* Agent.

The *Contractor's* first programme submitted for acceptance shall be developed and decomposed such that it is an accurate and robust forecast of the services to be undertaken. This shall be undertaken during the pre-contract negotiation period and no later than the date stipulated under Contract Data Part One.

The *Contractor* shall take due cognizance of the period for reply as stated in the Contract Data.

The *Contractor* complies with the *Employer's* dates as stipulated within the Contract Data when he submits his first programme for acceptance and all other subsequent programme submissions.

The *Contractor* presents his first programme and all subsequently revised programmes (see NEC3 ECSC Clauses 31.2 and 32.1) in hard copy and soft copy format; with the programme model being a Level 4 project programme.

The *Contractor* shows on his programme submitted for acceptance and/or accepted programme and all subsequently revised programmes or programme submissions, showing the critical path or paths

and all necessary logic diagrams demonstrating the sequence. The *Contractor* submits programme report information to the *Project Manager* at Bi-weekly intervals in addition to the intervals for submission of revised programmes stated under Contract Data Part One.

The *Contractor's* bi-weekly programme narrative report includes:

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

The *Contractor's* programme shows duration of operations in working days as per the stipulated definition of the workdays and hours as in the *Employer's* Scope of Service.

The *Contractor* attends, participates in and makes a meaningful contribution to, planning initiation & set-up meetings held during the pre-contract negotiation period and at weekly

Intervals during the contract period. The *Employer* or *Employer's* Agent shall define the tools, processes, procedures as well as methodologies for calculating, measuring and tracking progress. It is the *Contractor's* obligation in this regard to employ the aforementioned in the monitoring and management of performance against the performance measurement baseline and measurement of progress.

A Basis of Schedule document shall be prepared by the *Contractor* at intervals as approved by the *Employer / Employer's* Agent accompanying the latest programme submitted for acceptance and detailing but not limited to the following minimum requirements:

- An overview of assumptions, constraints, specific and quantified resource allocations, productivity assumptions and basis of calculation, identification, and justification of general scheduling provisions such as calendars and working times, lags, date constraints, activity durations longer than one reporting period, etc. Description of network logic and sequencing, in line with practical changes that have taken place on site/off site within the current reporting period, including changes in previous assumptions, which impact sequencing or logic.
- Description of general approach to execute the Scope and proposed impact of and changes thereto.

- Description of approach to allocation, use and management of all resources dedicated to the project, proposed impact of, and changes thereto.
- Description of and trend analysis of critical risks as identified through programme risk analysis and included in programme contingency and or Time Risk Allowance provisions.
- Discussion regarding the basis, method of calculation and validity of the critical path and near critical paths, (interrogate longest path and total float as contained in the programme for accuracy and validity) and comparison to conditions of criticality practically observed on site.
- Reporting on change management, i.e., identify and record any deviations/changes that have taken place within the previous reporting cycle, and their resultant impact on the remaining *works* and as identified and highlighted in the current revision of the programme for acceptance.
- Identification of critical activities, as well as near critical activities and undertake trend analysis on such activities with the aim of identify any deviations from planned performance.
- Identification of any recovery and or mitigation action required in order to neutralise any deviations.

6.7 Contractor's management, supervision and key people

The *Contractor* employs a CSHEO as a key person under ECC Clause 24.1

The CSHEO reports to the SHEC on the Site. The CSHEO ensures that the *works* (to include any part thereof) are subject to a prior environmental method statement(s) approved by the *Project Manager* and ensures that the CEMP is implemented by the *Contractor* in a timely and proper manner. The SCHEO provides the *Project Manager* with all environmental method statements.

The CSHEO tasks are:

- Daily, weekly and monthly inspections of the Site and Working Areas
- Monitor compliance with the CEMP (to include the SES and PES) and the environmental method statements submitted to the *Project Manager*
- Reporting of an environmental incident to the *Project Manager*
- Attendance at all SHE meetings, toolbox talks and induction programmes
- Litter control and ensuring the *Contractor* clears litter from the Site and Working Areas; and
- Ensuring that environmental signage and barriers are correctly placed
- The CSHEO submits daily, weekly and monthly checklists to the SHEC and the *Project Manager*.

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

The CIRP is based on the Site and ensures that all reports and IR requests are submitted accurately and in a timely manner

The CIRP tasks are:

- Dedicated to human resources, industrial relations and any other *Contractor* employee related function.
- Resolve all human resources and industrial relations matters arising from the *Contractor's* employees.
- Represent the *Contractor* at all industrial relations meetings.
- Represent the *Contractor* on the IRCC.

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

The *Contractor* employs [state other details] as a key person under ECC Clause 24.1:

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 6.5 of C3.1 *Employer's Works* Information.

6.8 Training *workshops* and technology transfer

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

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

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

The *Contractor* arranges for the technology transfer to the *Employer* where necessary.

6.9 Insurance provided by the *Employer*

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

6.10 Contracts change management

Both parties to comply with NEC 3 ECC core clause 60

Contract Strategy

To ensure the successful completion of this project, the *Employer* intends to award the contract to a single principal Building *Contractor*, it is the responsibility of the Principal *Contractor* to choose the competent sub-*Contractors* to carry out the Electrical, HVAC and ICT *works* professionally.

6.11 Provision of bonds and guarantees

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

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

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

- Records of design employee's location of work (if appropriate);

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)

6.13 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.

The invoice states the following:

Invoice addressed to Transnet SOC Ltd.

Transnet SOC Limited's VAT No: 4720103177.

Invoice number.

The *Contractor's* VAT Number; and

The Contract number [TBA].

The invoice contains the supporting detail.

The invoice is presented by hand delivery.

Invoices submitted by hand are presented to:

Transnet National Ports Authority

First Floor Queens Warehouse

237 Mahatma Gandhi Road

Durban

4000

For the attention of Bongekile Shandu

The invoice is presented as an original.

6.14 People

Minimum requirements of people employed on the Site

- People employed on the Site should be sufficiently trained to perform the required tasks.
- People employed on site should be equipped with the required PPE. These include hard hats, reflective vests, safety boots, safety gloves, safety glasses, ear plugs and life jackets (for those working on the floating barge/ platform).

CONTRACTOR LIABILITY

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

with this plan and all updates to the Plan. The *Contractor* is responsible to communicate with its employees on site details of the plan.

INDUSTRIAL ACTION BY *CONTRACTOR* EMPLOYEES

- In the event of any industrial action by the *Contractor's* employees, the *Contractor* is required to provide competent contingency resources permitted in law to carry out any of the duties that are or could potentially be interrupted by industrial action in delivering the Service.
- The *Contractor* warrants that it will compensate Transnet for any costs Transnet incurs in providing additional security to deal with any industrial action by the *Contractor's* employees.
- In the event of any industrial action by the *Contractor's* employees, the *Contractor* is obliged:
 - a. To prepare and deliver to Transnet, within two (2) hours of the commencement of industrial action an Industrial Action Report. If the industrial action persists the *Contractor* is required to deliver the report at 8h30 each day.
 - b. The Industrial Action Report must provide at least the following information:
 - Industrial incident report,
 - Attendance register,
 - Productivity / progress to schedule reports,
 - Operational contingency plan,
 - Site security report,
 - Industrial action intelligence gathered.
 - c. The final Industrial Action Report is to be delivered 24 hours after finalisation of the industrial action.
 - d. The management of the *Contractor* is required to hold a daily industrial action teleconference with personnel identified by Transnet to discuss the industrial action, settlement of the industrial action, security issues and the impact on delivery under the contract.
- The resolution of any disputes or industrial action by the *Contractor's* employees is the sole responsibility of the *Contractor*.
- Access to Transnet premises by the *Contractor* and its employees is only provided for purposes of the *Contractor* delivering its services to Transnet. Should the *Contractor* and its employees not, for any reason, be capable of delivering its services Transnet is entitled to restrict or deny access onto its premises and unless otherwise authorized; such person will be deemed to be trespassing.

- The *Contractor* complies with the requirements of the IRCC involving the engineering construction *Contractors* engaged (including all future *Contractors*) by the *Employer*.
- The roles and responsibilities of the various personnel acting on behalf of the *Project Manager* with respect to IR issues are stated in the paragraphs following:
 - a. The PIRM is responsible for ensuring that the *Contractor* complies with the PIRPMP. The PIRM acts on behalf of the *Project Manager*.
 - b. To complete the PLA prior to the Contract Date; and
 - c. To assign specific duties to the PSIRM.
- The SIRM is responsible, inter alia, for day-to-day IR on the Site and Working Areas through the implementation of the PIRPMP. The SIRM reports directly to the PSIRM and the *Project Manager*.
- The SIRM specific tasks are:
 - To liaise with the *Contractor* prior to the commencement of construction activities (as per the *Contractor's* programme accepted by the *Project Manager*) with respect to IR issues under the SIP

KEY PERSONNEL

The tenderer must submit the CVs of the following key personnel:

Items	Key Personnel	Qualifications	Experience
1.	<i>Project Manager</i>	<ul style="list-style-type: none"> • Must have BSc/BTech qualification or higher in the Engineering or Management field. • Professional Project Management Registration with any internationally recognised professional body. 	Must have 8 years' relevant work experience in similar type of projects within the built environment.
2.	Building Construction Manager	<ul style="list-style-type: none"> • Must have a minimum National Diploma or a Degree qualification in Civil/QS/Construction Management. • Professional Registration with South African Council for the Project and Construction Management Professions (SACPCMP) or any internationally recognised equivalent regulative professional body as a Professional Construction Manager. 	Must have 5 years relevant work experience in similar type of projects within the built environment.

3.	HVAC Technician	<ul style="list-style-type: none"> Must have NQF level 6 or above HVAC design and installation, coupled with ECSA registration as a professional Technician/ engineer 	Must have 5 years' experience post registration in similar type of projects within the HVAC design and installation, with traceable references in the last 5 years.
4.	Electrical Technician	<ul style="list-style-type: none"> Must have NQF level 6 or above in the Electrical design and installation, coupled with ECSA registration as a professional Technician/ engineer 	Must have 5 years' experience post registration in similar type of projects within the Electrical design and installation, with traceable references in the last 5 years.
5.	Safety Officer	<ul style="list-style-type: none"> Degree/Diploma in Safety Management, SAMTRAC, NEBOSH or any modern SHEQ Risk Management training course as a minimum qualification. Professional Registration with South African Council for the Project and Construction Management Professions (SACPCMP) or any internationally recognised equivalent regulative professional body. 	Must have 5 years relevant work experience in similar type of projects within the built environment.

6.15 Plant and Materials

- The *Contractor* provides Plant and Materials for inclusion in the *works* in accordance with SANS 1200A sub-paragraph 2.1, unless otherwise stated elsewhere in the *Works* Information provided by the *Employer*. All Plant and Materials are new, unless the use of old or refurbished goods and/or Materials are expressly permitted as stated elsewhere in this *Works* Information or as may be subsequently instructed by the *Project Manager*.
- Where Plant and Materials for inclusion in the *works* originate from outside the Republic of South Africa, all such Plant and Materials are new and of merchantable quality, to a recognised national standard, with all proprietary products installed to manufacturers' instructions.

- The *Contractor* replaces any Plant and Materials subject to breakages (whether in the Working Areas or not) or any Plant and Materials not conforming to standards or specifications stated and notifies the *Project Manager* and the Supervisor on each occasion where replacement is required.
- The *Contractor* provides all other Plant and Materials necessary for the *works* not specifically stated to be provided “free issue” by the *Employer*.

6.16 Standards and Specifications

The project specifications are contained within the following attachments to this *works* information:

- Building *works* Drawing

6.17 *Contractor's* Equipment (including temporary *works*).

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

7. Procurement

7.1. Code of Conduct

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

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

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

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

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

1. Transnet will not participate in corrupt practices and therefore expects its suppliers to act in a similar manner.
 - a) Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with and payments to our suppliers.
 - b) Employees must not accept or request money or anything of value, directly or indirectly, to:
 - Illegally influence their judgement or conduct or to ensure the desired outcome of a sourcing activity;
 - Win or retain business or to influence any act or decision of any decision stakeholders involved in sourcing decisions; or
 - Gain an improper advantage.
 - c) There may be times when a supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our Suppliers to use our “Tip-offs Anonymous” Hot line to report these acts. (0800 003 056).
2. Transnet is firmly committed to the ideas of free and competitive enterprise.
 - Suppliers are expected to comply with all applicable laws and regulations regarding fair competition and antitrust.
 - Transnet does not engage with non-value adding agents or representatives solely for the purpose of increasing B-BBEE spend (fronting)
3. Transnet’s relationship with suppliers requires us to clearly define requirements, exchange information and share mutual benefits.
 - a) Generally, Suppliers have their own business standards and regulations. Although Transnet cannot control the actions of our suppliers, we will not tolerate any illegal activities. These include, but are not limited to:
 - Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc.);
 - Collusion;
 - Failure to disclose accurate information required during the sourcing activity (ownership, financial situation, B-BBEE status, etc.);
 - Corrupt activities listed above; and
 - Harassment, intimidation, or other aggressive actions towards Transnet employees.

- b) Suppliers must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence is conducted, and the supplier is expected to participate in an honest and straight forward manner.
- c) Suppliers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.

Conflicts of Interest

- 1. A conflict of interest arises when personal interests or activities influence (or appear to influence) the ability to act in the best interests of Transnet.
 - a) Doing business with family members
 - b) Having a financial interest in another company in our industry

7.2. Subcontracting

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

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

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

7.2.3 Where the *Contractor* employs a Sub-*Contractor* who constructs or installs part of the *works* or who supplies Plant and Materials for incorporation into the *works* which involves a Sub-*Contractor* operating on the Site and/or Working Areas, then the responsibilities as determined in the construction regulation 5 shall apply.

7.2.4 The *Contractor* ensures that a Sub-*Contractor* complies fully with the *Contractor's* Quality Management System (as described in the *Works* Information). Quality system requirements shall be applied on all subcontracts to the point where the acceptability of supplies can be demonstrated solely by the conduct of inspection and/or examination of goods upon receipt at the designated point of delivery.

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 projects were 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 fully managed by TNPA.

List of Annexures

All the annexures listed hereunder shall be deemed to form part of the Works Information.

The Annexures listed in the Table below are available only in the soft copy format.

Annexure	Document No(s)
A	HAS-GL-0001
B	ENV-STD-0001
C	ENV-STD-0002
D	DOC-STD-0001
E	TRN-IMS-GRP-PROC-013
F	TRANSNET CERT OF CONTRACT WORKS INSURANCE
G	IR
H	TNPA WASTE SERVICES CONTRACTORS
I	STD FOR UNIFORMITY IN ENGINEERING & CONSTRUCTION
J	END-STD-0001 REV00
K	EMPr DBN REV0
L	STORM WATER MANAGEMENT PLAN
M	TNPA ASBESTOS MANAGEMENT PLAN
N	SCHEDULED TRADES
O	FIRE PREVENTION AND FLAMMABLE LIQUIDS AND SUBSTANCES
P	TNPA-QUAL-REQ-014.1

DRAWINGS

NAME	NUMBER
I & J building Ramp Layout	DH630104-002-00
I & J Building Layout Maintenance	DH6300104-001-00

Part C4: Site Information

PART 4: SITE INFORMATION

Core clause 11.2(16) states

"Site Information is information which

- Describes the Site and its surroundings and
- Is in the documents which the Contract Data states it is in."

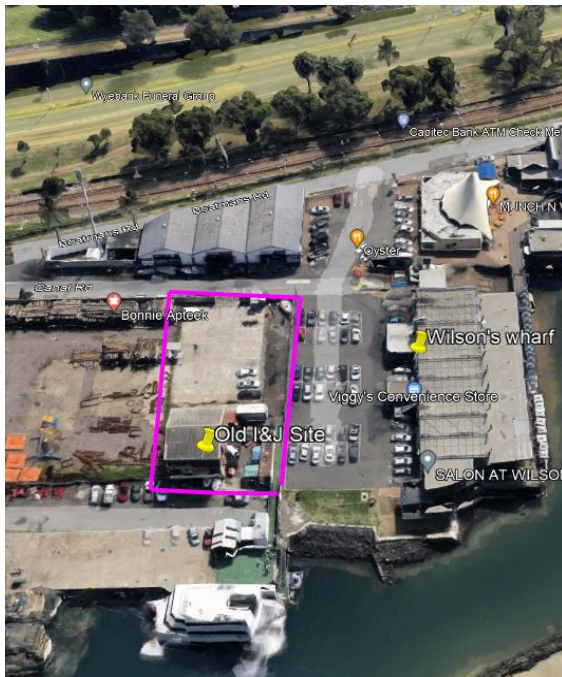
In Contract Data, reference has been made to this Part 4 of the contract for the location of Site Information.

1. Description of the Site and its surroundings

1.1. General description

The Fish Jetty (Old I&J site) is located within the Port of Durban's boundaries. Due to the sensitivity of this zone, the port is protected under the National Key Points Act 102 of 1980. Adherence to this act is enforced by the Port's Act and Port's management, which represents the various tenants in the area, and the landlord, TNPA. The access to site is as follows:

Access to the site will be along the west bound of Margaret Mncadi Avenue, towards Wilson's Wharf and the Contractor is to plan for traffic peak hour 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 entrance of site.



Building B2/445 Location (google maps)

2. Access and access permits

Access to site requires access permits which shall be obtained from TNPA security offices located at 45 Bay Terrace Road. 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 site is through Transnet security checkpoints. The contractor shall take into account the traffic congestion through this checkpoint 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 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 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.

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. The Contractor is responsible to take every reasonable care to avoid damage to existing services, as some services may not be reflected in the drawings. 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