

Transnet National Ports Authority

an Operating Division of **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR PROPOSAL (RFP)

THE REFURBISHMENT OF 06 TOULON ROAD BUILDING AT BAYHEAD PRECINCT IN THE PORT OF DURBAN FOR A PERIOD OF SIX (6) MONTHS

RFP NUMBER	: TNPA/2023/09/0013/41555/RFP
ISSUE DATE	: 13 November 2023
COMPULSORY CLARIFICATION MEETING	: 20 November 2023
CLOSING DATE	: 16 January 2024
CLOSING TIME	: 16h00
TENDER VALIDITY PERIOD	: 12 Weeks from closing date

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The Tender

Part T1: Tendering Procedures

T1.1 Tender Notice and Invitation



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TENDER NUMBER: TNPA/2023/09/0013/41555/RFP

DESCRIPTION OF THE WORKS: THE REFURBISHMENT OF 06 TOULON ROAD BUILDING AT BAYHEAD PRECINCT IN THE PORT OF DURBAN FOR A PERIOD OF SIX (6) MONTHS

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	THE REFURBISHMENT OF 06 TOULON ROAD BUILDING AT BAYHEAD PRECINCT IN THE PORT OF DURBAN FOR A PERIOD OF SIX (6) MONTHS
TENDER DOWNLOADING	This Tender may be downloaded directly from the National Treasury eTender Publication Portal at www.etenders.gov.za and the Transnet website at https://transnetetenders.azurewebsites.net (please use Google Chrome to access Transnet link) FREE OF CHARGE.

COMPULSORY TENDER CLARIFICATION MEETING	<p>A Compulsory Tender Clarification Meeting will be conducted at Queens Warehouse, 237 Mahatma Gandhi Road, Durban, 10 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 without the recommended PPE will not be allowed on the site walk. • Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats. • Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyser testing. • All forms of firearms are prohibited on Transnet properties and premises. • The relevant persons attending the meeting must ensure that their identity documents, passports or driver's licences are on them for inspection at the access control gates. <p>Certificate of Attendance in the form set out in the Returnable Schedule T2.2-01 hereto must be completed and submitted with your Tender as proof of attendance is required for a compulsory site meeting and/or tender briefing.</p>
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TRANSNET NATIONAL PORTS AUTHORITY

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	<p>Tenderers are required to bring this Returnable Schedule T2.2-01 to the Compulsory Tender Clarification Meeting to be signed by the <i>Employer's</i> Representative.</p> <p>Tenderers failing to attend the compulsory tender briefing will be disqualified.</p>
CLOSING DATE	<p>16h00 on 16 January 2024</p> <p>Tenderers must ensure that tenders are uploaded timeously onto the system. No late tender submissions will be accepted.</p>

2. TENDER SUBMISSION

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

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

Log on to the Transnet eTenders management platform website

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

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

b) The tender offers to this tender will be opened as soon as possible after the closing date and time. Transnet shall not, at the opening of tenders, disclose to any other company any confidential details pertaining to the Tender Offers / information received, i.e., pricing,

delivery, etc. The names and locations of the Tenderers will be divulged to other Tenderers upon request.

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

3. CONFIDENTIALITY

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

4. DISCLAIMERS

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

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

- 4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);
- 4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.
- 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.
- 4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable [clause 12 on T2.2-28], [**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:

TRANSNET NATIONAL PORTS AUTHORITY

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

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

“HOW TO” GUIDE FOR BIDDERS

REGISTER ON ETENDER PORTAL

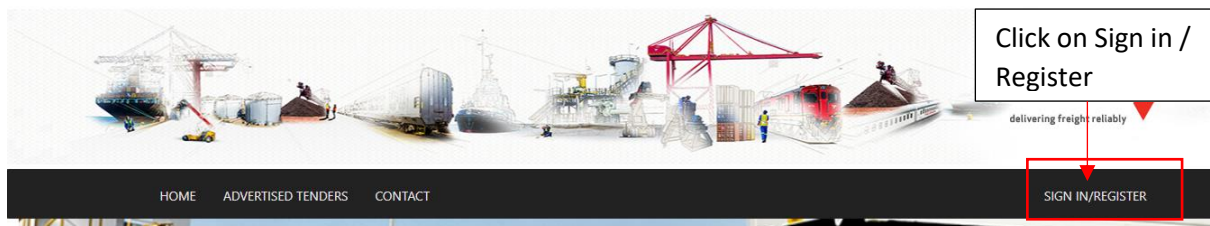
ACCESS TENDERS

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

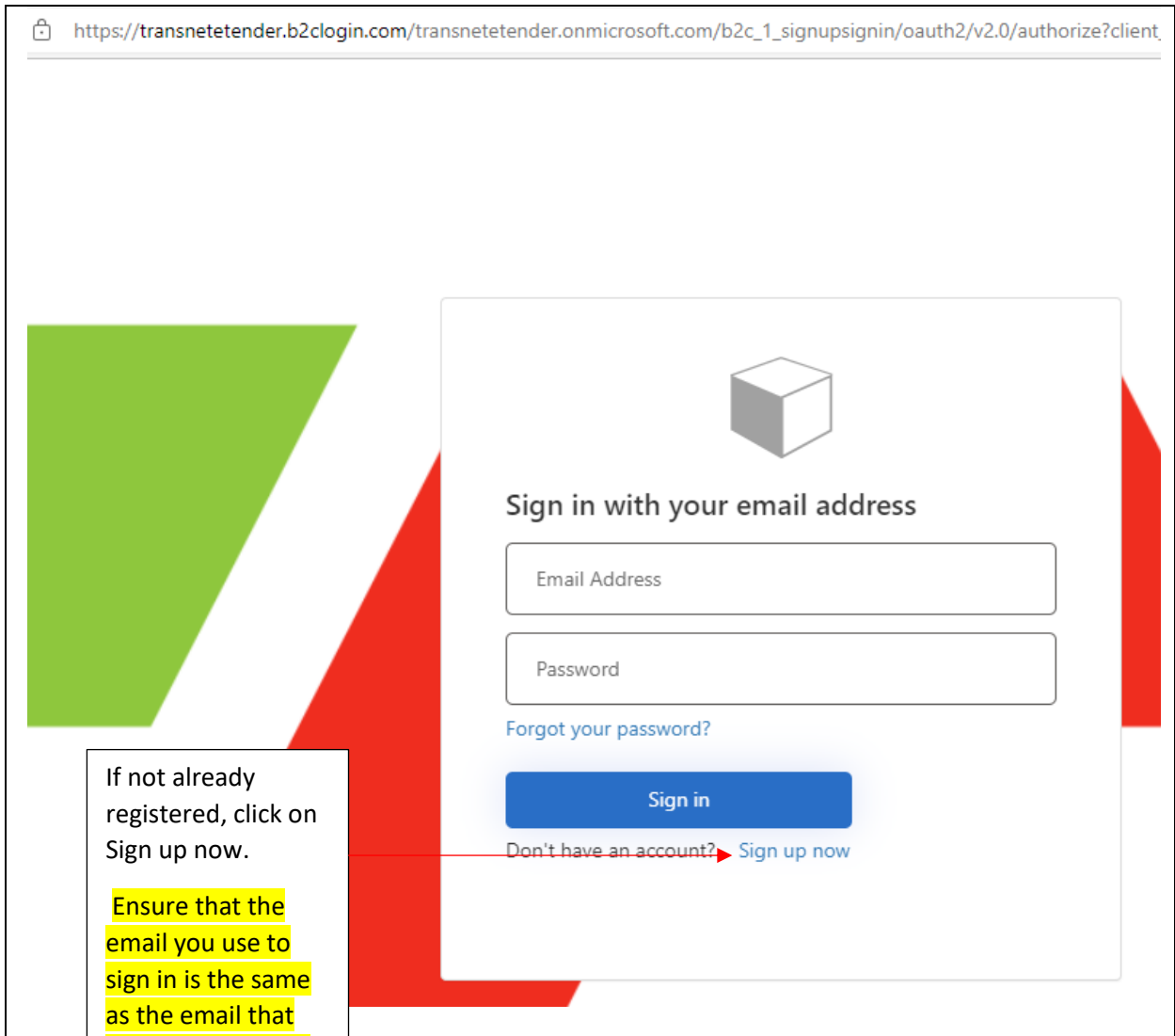
TENDERERS TO NOTE WHEN UPLOADING DOCUMENTS TO ONLY USE ALPHA NUMERIC AND NO SPECIAL CHARACTERS TO BE USED

Go to Google Chrome 

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

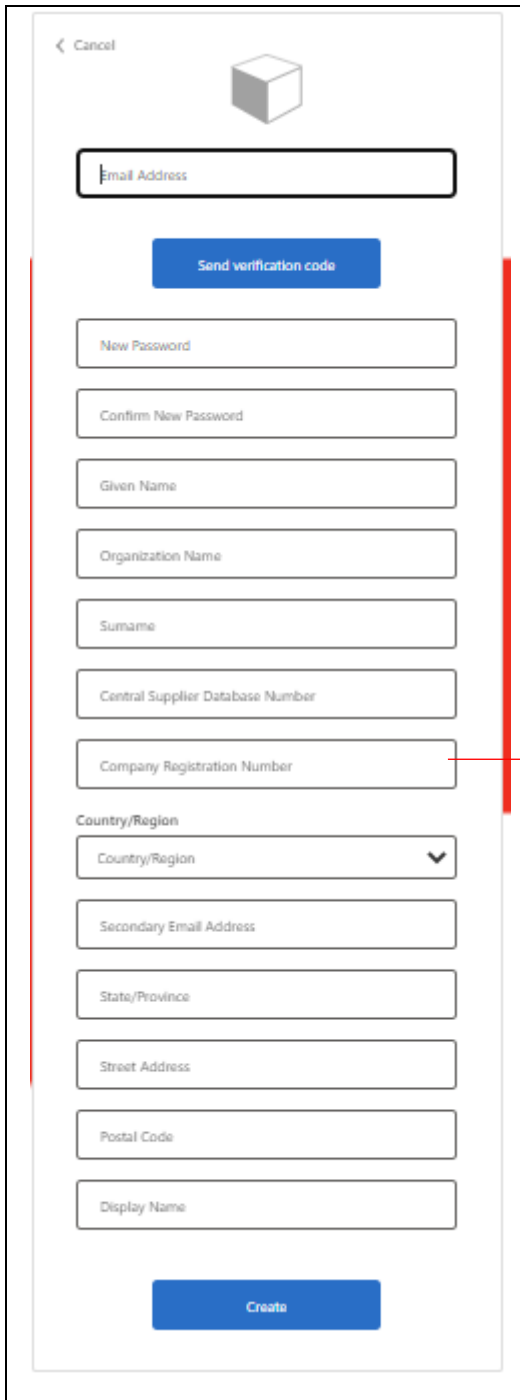


https://transnetetender.b2clogin.com/transnetetender.onmicrosoft.com/b2c_1_signupsignin/oauth2/v2.0/authorize?client



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



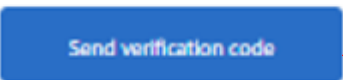
The screenshot shows a registration form with the following fields and buttons:

- Cancel (top left)
- 3D cube icon (top center)
- Email Address (text input)
- Send verification code (blue button)
- New Password (text input)
- Confirm New Password (text input)
- Given Name (text input)
- Organization Name (text input)
- Surname (text input)
- Central Supplier Database Number (text input)
- Company Registration Number (text input)
- Country/Region (dropdown menu)
- Secondary Email Address (text input)
- State/Province (text input)
- Street Address (text input)
- Postal Code (text input)
- Display Name (text input)
- Create (blue button)

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.



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

Verify code Send new code

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

TRANSNET



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, please click on the link below.

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 MY BID DOCUMENT SUBMISSIONS CONTACT WELCOME TESTING 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.

The screenshot shows the 'TENDER DETAILS' page with a navigation bar at the top containing 'HOME', 'ADVERTISED TENDERS', 'MY SUBMITTED INTENTS', 'MY BID DOCUMENT SUBMISSIONS', 'CONTACT', 'WELCOME TESTING', and 'SIGN OUT'. The main content area is titled 'TENDER DETAILS' and includes a 'Tender Details' tab. The details are organized into two columns. The left column lists: 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, and Location Of Service (Coaches, Salt River). The right column includes: 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), and a 'Log An Intent To Bid' toggle switch which is currently turned off.

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**

This screenshot shows the same 'TENDER DETAILS' page as above, but with the 'Log An Intent To Bid' toggle switch turned on. Below the toggle, two buttons are visible: 'Submit Intent' and 'Cancel'. The rest of the page content, including the navigation bar and the two columns of tender details, remains the same as in the previous screenshot.

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](#)

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](#)

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.

delivering freight reliably

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

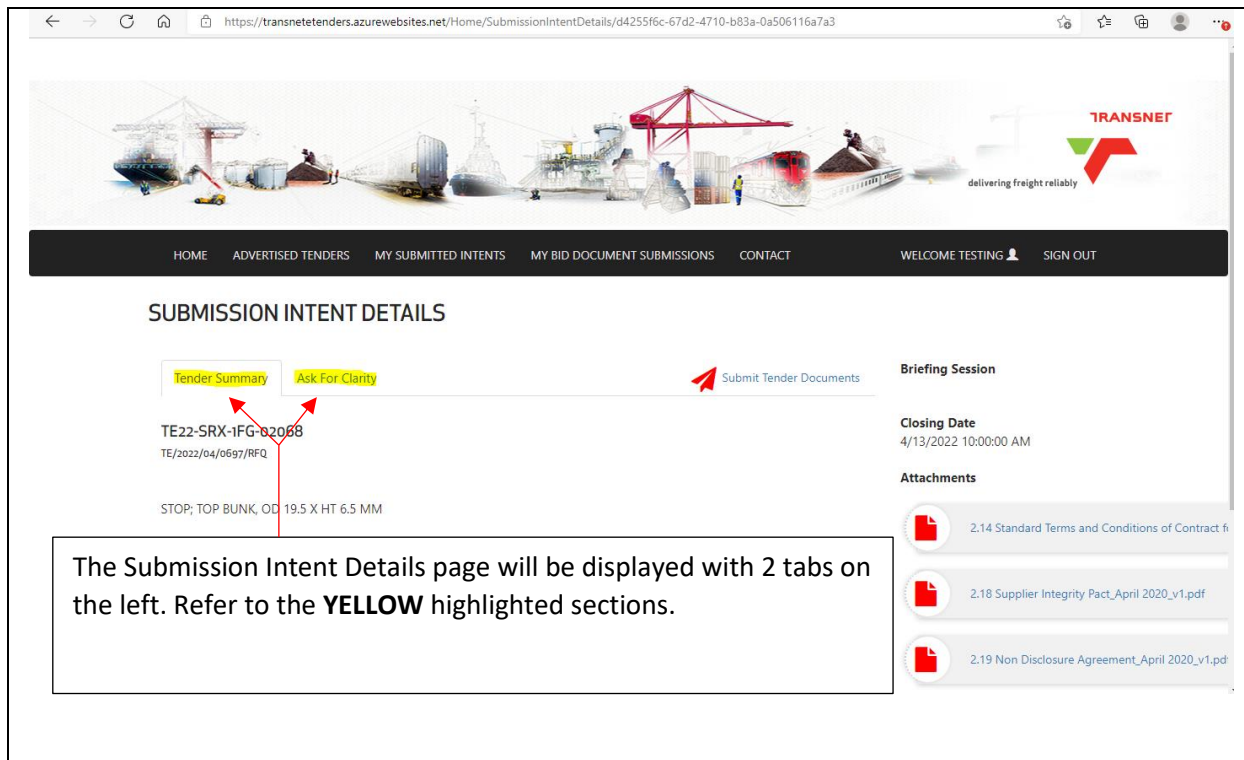
MY SUBMISSION INTENTS

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"



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

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

SUBMISSION INTENT DETAILS

Tender Summary Ask For Clarity Submit Tender Documents

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

STOP, TOP BUNK, OD 19.5 X HT 6.5 MM

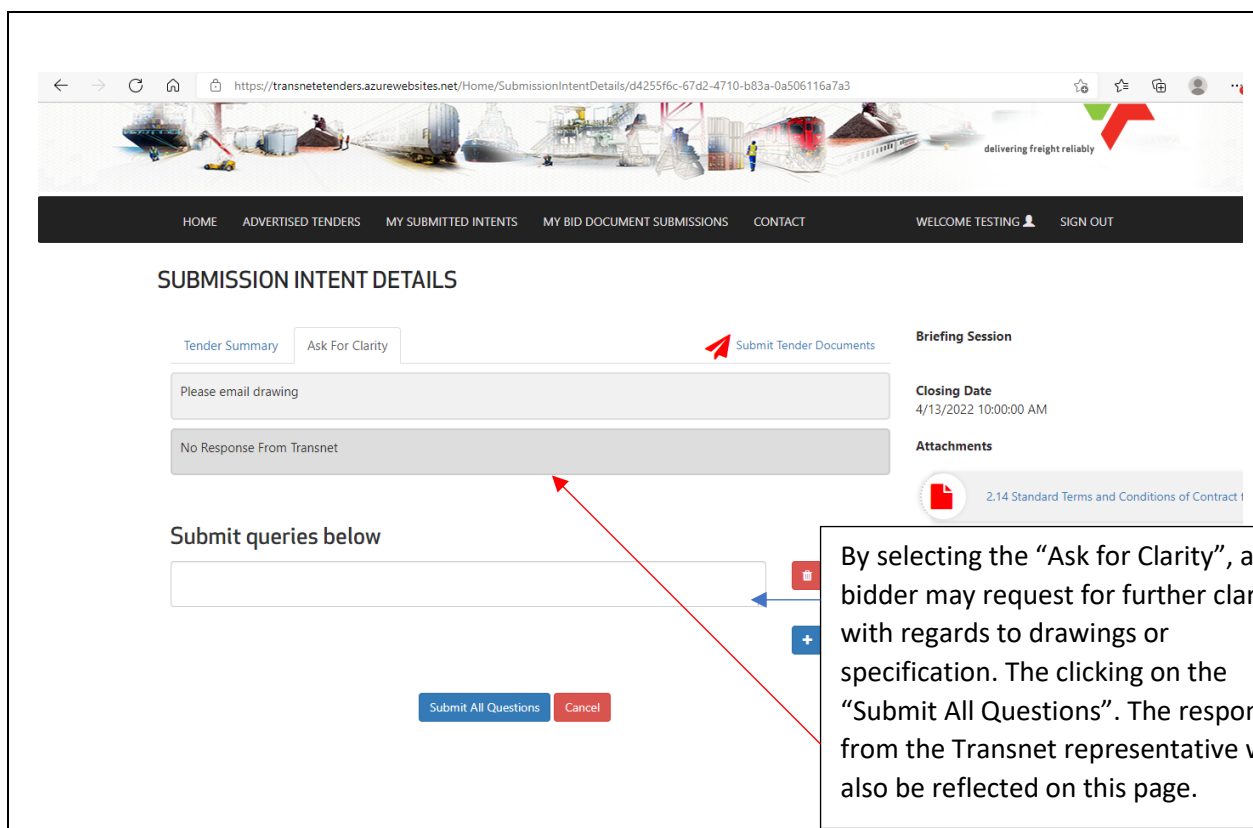
Briefing Session

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

Attachments

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

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



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

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

SUBMISSION INTENT DETAILS

Tender Summary Ask For Clarity Submit Tender Documents

Please email drawing

No Response From Transnet

Submit queries below

Submit All Questions Cancel

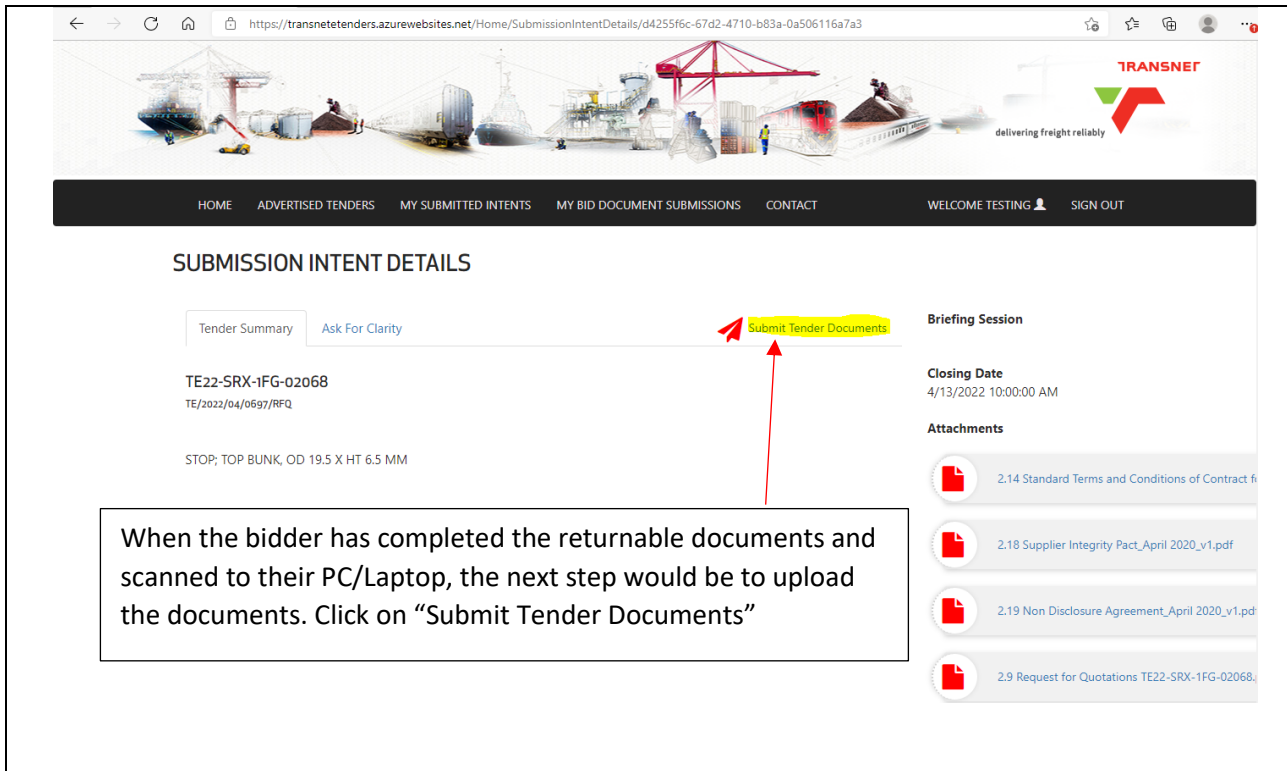
Briefing Session

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

Attachments

- 2.14 Standard Terms and Conditions of Contract f

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.



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

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

SUBMISSION INTENT DETAILS

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

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

STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

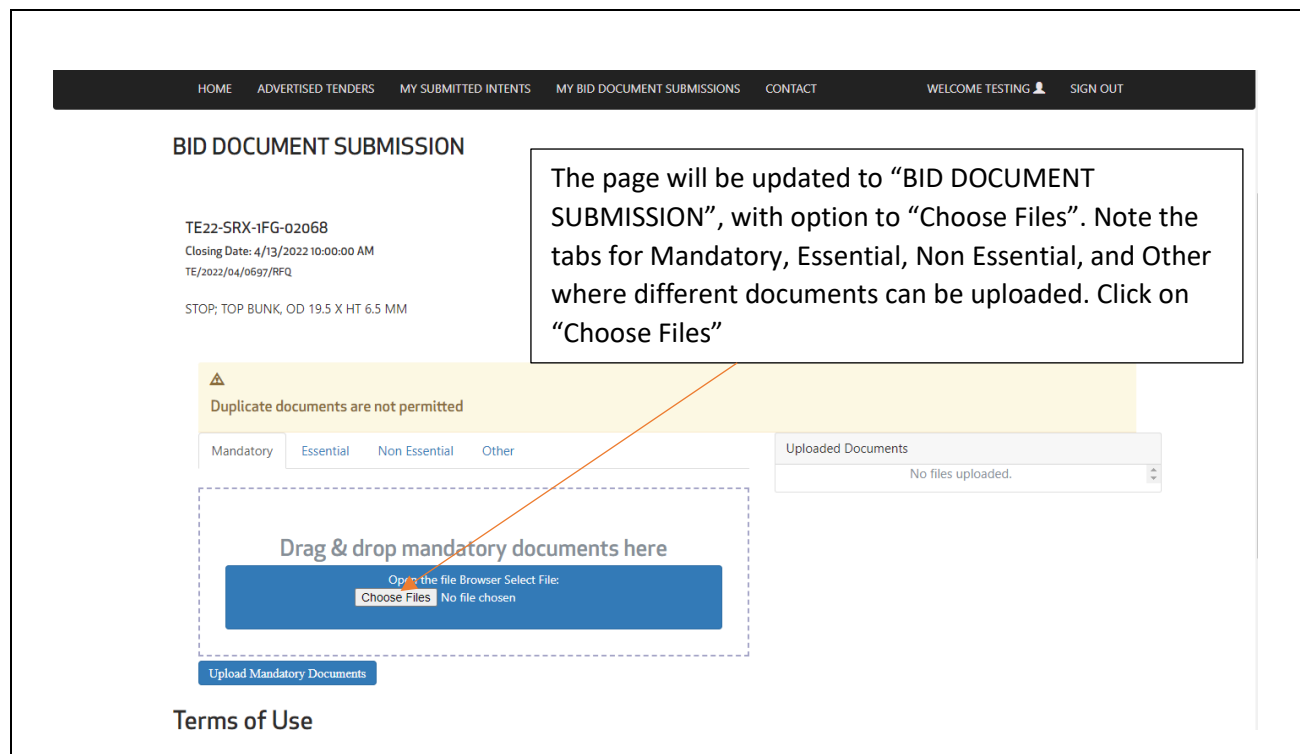
Briefing Session

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

Attachments

- 2.14 Standard Terms and Conditions of Contract 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.

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"



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

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

Terms of Use

Duplicate documents are not permitted

Mandatory Essential Non Essential Other

Uploaded Documents
No files uploaded.

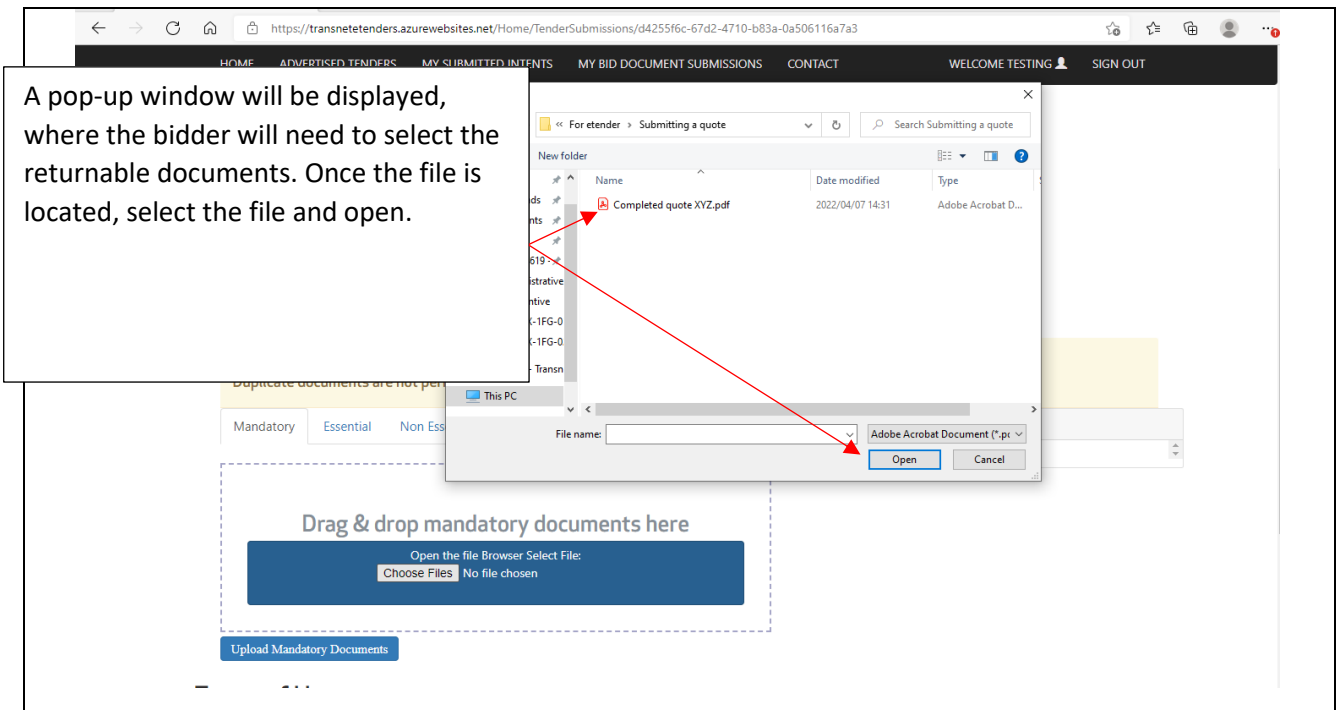
Drag & drop mandatory documents here

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

Upload Mandatory Documents

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"

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-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

Duplicate documents are not permitted

Mandatory Essential Non Essential Other

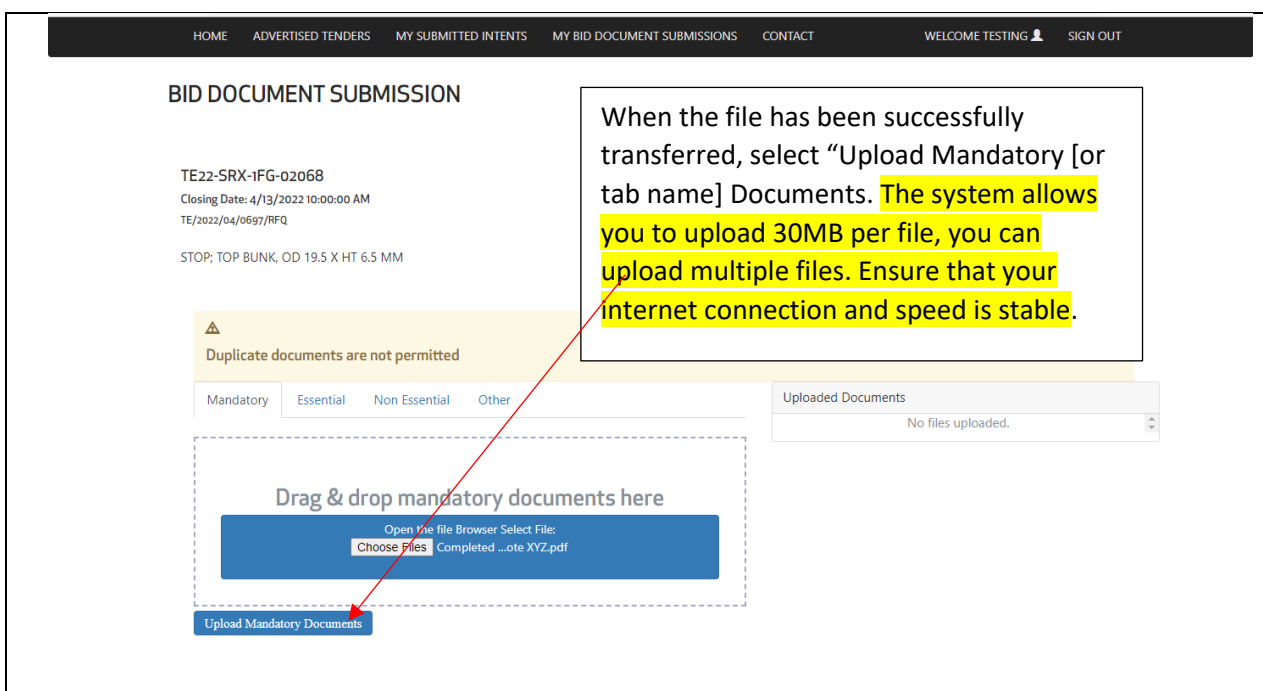
Drag & drop mandatory documents here

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.



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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 Part T2: Returnable documents Part C: The contract Part C1: Agreements and contract data Part C2: Pricing data
	T1.1 Tender notice and invitation to tender T1.2 Tender data T2.1 List of returnable documents T2.2 Returnable schedules C1.1 Form of offer and acceptance C1.2 Contract data (Part 1 & 2) C1.3 Form of Securities C2.1 Pricing instructions C2.2 Bills of Quantities

Part C3: Scope of work C3.1 Works Information

Part C4: Site information C4.1 Site information

C.1.4 The Employer's agent is:

Name: Nondumiso Cele

Address: Transnet National Ports Authority
237 Mahatma Ghandi Road
Durban
4001

E – mail Nondumiso.cele2@transnet.net

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

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

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

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

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

b) Joint Venture (JV)

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

1. every member of the joint venture is registered with the CIDB;
 2. the lead partner has a contractor grading designation of not lower than one level below the required class of construction works under consideration and possesses the required recognition status; and
 3. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **7GB or Higher** class of construction work or a value determined in
-

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

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

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

3. Stage Three - Functionality:

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

The evaluation criteria for measuring functionality and the points for each criteria and, if any, each sub-criterion are as stated in C.3.11 below.

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

4. Stage Four – Specific Goals

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:

- Name of Tenderer:
- Contact person and details:

- The Tender Number:
 - The Tender Description
- Documents must be marked for the attention of:
Employer's Agent:

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

C.2.15 The closing time for submission of tender offers is: Time: **16:00** on the **16 January 2024**
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

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

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

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

consideration.

Functionality Criteria

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

Functionality criteria	Sub-criteria	Sub-criteria points	Maximum number of points
T2.2-03 Programme	-Ability to execute the works in terms of employer’s requirements.	3	10
	-The contractor indicates how he plans in achieving the start, access, key, completion dates.	2	
	-Provision for Time Risk Allowance (TRA).	3	
	-The Programme must clearly support and demonstrate alignment to the approach paper.	2	
T2.2-04 Management of CV’s & Key Persons	General experience for the following: Project Manager Site Management (Construction Manager and Health & Safety Manager) Site Officers (H&S, Quality & Environmental) Electrical Engineer Mechanical Engineer	8	20
	Education, Training and skills adequacy for the following: Project Manager Site Management (Construction Manager and Health & Safety Manager) Site Officers (H&S, Quality & Environmental) Electrical Engineer Mechanical Engineer	8	
	Professional Registration: Project Manager	4	

	Site Management (Construction Manager and Health & Safety Manager) Health and Safety officer Electrical Engineer Mechanical Engineer		
T2.2-05 Quality Management	-Project Quality Plan	4	10
	-Quality Controls Plan	3	
	-Quality Policy	3	
T2.2-06 Environmental Management	-Policy	5	10
	-Checking, Monitoring and Measuring Procedures.	5	
T2.2-07 Health and Safety Management	-Policy (State points allocated)	1	10
	-Roles & Responsibilities	2	
	-Overview of the Baseline risk assessment	2	
	-Safety Questionnaire	3	
	-Cost Breakdown Sheet	2	
T2.2-08 Previous Experience	Building refurbishment projects		20
	-The tenderer has completed Construction/Refurbishment projects	10	
	Traceable reference letters		
	-The tenderer has submitted traceable reference letters	10	
T2.2-09 Approach Paper	-Approach is clearly articulated and based on the Works information and demonstrate a clear understanding of the project objectives.		20
Maximum possible score for Functionality			100

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

- T2.2-03 Programme
- T2.2-04 Project Organogram, Management & CVs of Key Persons
- T2.2-05 Quality Management
- T2.2-06 Environmental Management
- T2.2-07 Health and Safety Requirements
- T2.2-08 Previous Experience
- T2.2-09 Approach Paper

Each evaluation criteria will be assessed in terms of scores of 0, 20, 40, 60, 80 or 100. The scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for functionality, unless scored collectively. (See CIDB Inform Practice Note #9).

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

C.3.11. **Stage Four**

Only tenders that are Administratively and Substantively Responsive will be evaluated (in case Functionality is not applicable – Please delete this note) further in accordance with the 80/20 preference points systems as described in Preferential Procurement Regulations.

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

Thresholds	Minimum Threshold
Functionality	60

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

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

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

Selected Specific Goal	Number of points allocated (80/20)
B-BBEE Level of contributor (1 & 2)	10
30% Black women Owned entities	5
EME or QSE 51% Black Owned	5
Non-Compliant and/or B-BBEE Level 3-8 contributors	0

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

Specific Goals	Acceptable Evidence
B-BBEE	1. Valid B-BBEE Certificate / Sworn-Affidavit B-BBEE Certificate (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines
30% Black Women Owned Entities	1. Valid B-BBEE Certificate / Sworn-Affidavit (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines
EME or QSE 51% Black Owned	1. Valid B-BBEE Certificate / Affidavit (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines

The maximum points for this bid are allocated as follows:

DISCRIPTION	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION 1 & 2	10
30% Black women Owned entities	5
EME or QSE 51% Black Owned	5
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. The due diligence exercise may take the following factors into account inter alia;
the tenderer:
 - a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
 - b) is not undergoing a process of being restricted by Transnet or other state institution that Transnet may be aware of,
 - c) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
 - d) has the legal capacity to enter into the contract,
 - e) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
 - f) complies with the legal requirements, if any, stated in the tender data and
 - g) is able, in the option of the employer to perform the contract free of conflicts of interest.

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

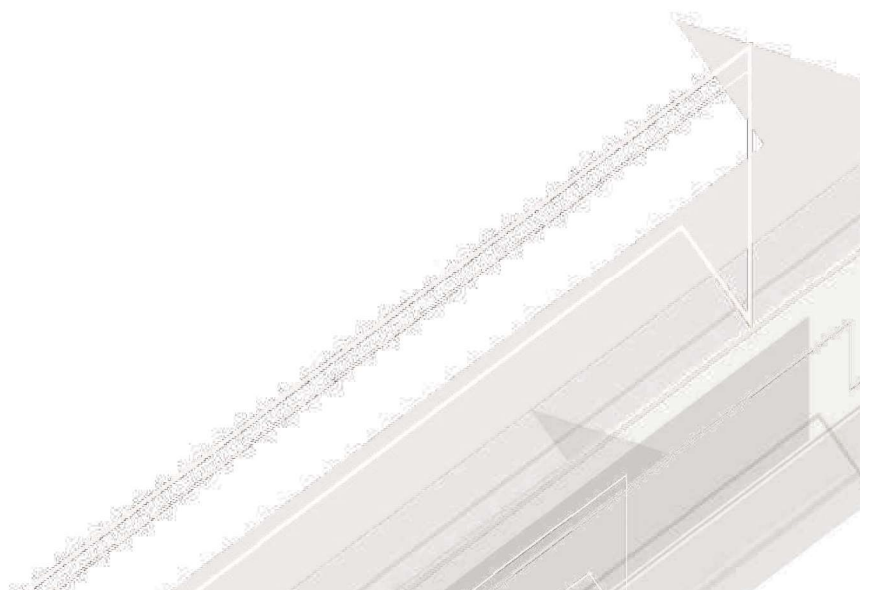
An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the cidb Register of Projects.

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 – 7GB or Higher**

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

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

T2.2-04 **Evaluation Schedule:** Management & CVs of Personnel

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

T2.2-06 **Evaluation Schedule** : Environmental Management

T2.2-06a **Evaluation Schedule** : Environmental Declaration of Understanding

T2.2-07 **Evaluation Schedule:** Health and Safety Requirements

: Health and Safety Cost Breakdown

: Health and Safety Questionnaire

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

T2.2-09 **Evaluation Schedule:** Approach Paper

Stage Four: Specific Goals

2.1.3 Returnable Schedules:

General:

T2.2-10 Intention to Tender

T2.2-11 Authority to submit a Tender

T2.2-12 Record of addenda to Tender Documents

T2.2-13 Letter/s of Good Standing

T2.2-14 Risk Elements

T2.2-15 Proposed Organisation Staffing

T2.2-16 Site Establishment requirements

T2.2-17 Availability of Equipment and Other Resources

T2.2-18 Capacity and Ability to meet Delivery Schedule

T2.2-19 Schedule of Proposed Sub-Contractors

2.1.4 Agreement and Commitment by Tenderer:

T2.2-20 Annex G Compulsory Enterprise Questionnaire

T2.2-21 Job Creation

T2.2-22 DPIP or FPPO

T2.2-23 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")

T2.2-24 Non-Disclosure Agreement

T2.2-25 RFP Declaration Form

T2.2-26 Service Provider Integrity Pact

T2.2-27 Certificate of Acquaintance with Tender Documents

T2.2-28 RFP Breach of Law

T2.2-29 Supplier Code of Conduct

2.1.5 Bonds/Guarantees/Financial/Insurance:

T2.2-30 Insurance provided by the Contractor

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

T2.2-32 Forecast Rate of Invoicing

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

2.1.6 Transnet Vendor Registration Form:

T2.2-34 Supplier Declaration 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 **7GB 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 **7GB or Higher** class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations

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

**These Schedules are required for
Evaluation Purposes**

T2.2-03: Evaluation Schedule - Programme

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

The tenderer shall provide the proposed programme showing but not limited to the following:

- Ability to execute the works in terms of the *Employer's* requirements and within the required timeframe indicating, in a logical sequence, the order and timing of the refurbishments that will take place in order to provide the *works* clearly indicating the capacity & capability to achieve the dates stated in the Contract Data.
- Dates when the *Contractor* will need *access* to any part of the site and/or persons and/or information, as well as submission approval process and timing for Health & Safety Files, Environmental Files and Quality Files pre-requisites/requirements. In addition, the Programme must clearly demonstrate adequate provision for the review and acceptance process associated with deliverables requiring the *Employer's* acceptance including due cognizance taken of the timeframes associated with undertaking same and any other items of this nature. Moreover, the Programme must clearly demonstrate adequate provision for the process and timeframes associated with undertaking procurement processes for all long lead items, inductions, permits, medicals, plant and equipment approvals and any required certifications in this regard including any interim approvals by the *Project Manager*, the *Supervisor* and/or the *Employer*.
- The *Contractor* indicates how he plans in achieving the following dates and clearly demonstrates them on the schedule – initiates Starting Date, Access Dates, Planned Completion, Completion Date. In addition, the Programme clearly demonstrates adequate provisions for Time Risk Allowances (TRA). Time Risk Allowances are not float, are owned by the Tenderer, can be included in the activity duration and illustrated in the schedule in a code field or as an attachment.
- The Programme must clearly support and demonstrate full alignment to the Approach Paper as contained under T.2.2-09.



The scoring of the Programme will be as follows:

	<p>Ability to execute the works in terms of the <i>Employer's</i> requirements and within the required timeframe indicating, in a logical sequence, the order and timing of the construction that will take place in order to Provide the <i>works</i> clearly indicating the capacity & capability to achieve the dates stated in the Contract Data.</p>	<p>Dates when the <i>Contractor</i> will need <i>access</i> to any part of the site and/or persons and/or information, as well as submission approval process and timing for Health & Safety Files, Environmental Files and Quality Files pre-requisites/requirements. In addition, the Programme must clearly demonstrate adequate provision for the review and acceptance process associated with deliverables requiring the <i>Employer's</i> acceptance including due cognizance taken of the timeframes associated with undertaking same and any other items of this nature. Moreover, the Programme must clearly demonstrate adequate provision for the process and timeframes associated with undertaking procurement processes for all long lead items, inductions, permits, medicals, plant and equipment approvals and any required certifications in this regard including</p>	<p>The <i>Contractor</i> indicates how he plans in achieving the following dates and clearly demonstrates them on the schedule – initiates Starting Date, Access Dates, Planned Completion, & Completion Date. In addition the Programme clearly demonstrates adequate provisions for Time Risk Allowances (TRA). Time Risk Allowances are not float, are owned by the Tenderer, can be included in the activity duration and illustrated in the schedule in a code field or as an attachment.</p>	<p>The Programme must clearly support and demonstrate alignment to the Approach Paper as contained under T.2.2-09.</p>
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		<p>andy interim approvals by the <i>Project Manager</i>, the <i>Supervisor</i> and/or the <i>Employer</i> . In addition, the Programme must clearly demonstrate adequate provision for the process and timeframes associated with undertaking all requirements related to Covid-19 readiness and compliance in line with the <i>Employer's Works Information</i> in this regard.</p>		
Total Points (10)	3	2	3	2
Score 0	The Tenderer has submitted no information to determine a score.			
Score 20	<ul style="list-style-type: none"> ▪ The programme is not acceptable as it will not satisfy project objectives or requirements. The tenderer has misunderstood the scope of work and does not deal with the critical aspects of the overall programme. 	<ul style="list-style-type: none"> ▪ The tenderer has not addressed critical access requirements. ▪ The tenderer has not allowed timing for approval processes for SHEQ documentation. ▪ The tenderer has not made provision for undertaking procurement processes for long lead items, inductions, permits and medicals. ▪ The tenderer has not demonstrated any provisions for undertaking 	<ul style="list-style-type: none"> ▪ The tenderer has addressed some but not all date requirements and submission contains critical logic and sequencing errors which renders it unrealistic/unachievable. ▪ The tenderer has not demonstrated Time Risk Allowance (TRA). 	<ul style="list-style-type: none"> ▪ No alignment between programme and Approach Paper.



		COVID-19 compliance and readiness requirements.		
Score 40	<ul style="list-style-type: none"> The programme is generic, not practical and unrealistic, therefore is unlikely to satisfy project objectives or <i>Employer's</i> requirements. The tenderer has misunderstood certain aspects of the scope of the works and does not deal with the critical aspects of the project. 	<ul style="list-style-type: none"> The tenderer has addressed critical but not all access requirements. The tenderer has not allowed sufficient timing for approval processes for SHEQ documentation. The tenderer has not adequately demonstrated undertaking the procurement process for all long lead items, inductions, permits and medicals i.e. some but not all long lead items considered, and insufficient durations allowed for procurement timelines. The tenderer has demonstrated inadequate provisions for undertaking COVID-19 compliance and readiness requirements i.e. provisions are not fully in accordance with the <i>Employer's</i> Works Information. 	<ul style="list-style-type: none"> The tenderer has addressed some but not all date requirements and submission contains critical logic and sequencing errors which renders it unrealistic/unachievable. The tenderer has demonstrated inadequate provision for Time Risk Allowance (TRA) i.e., TRA in insufficient quantities and not assigned to specific activities and/or critical components of the scope which are likely to be subject to uncertainty. 	<ul style="list-style-type: none"> Critical errors and or omissions in alignment between programme and Approach Paper.
Score 60	<ul style="list-style-type: none"> The programme addresses certain specific project objectives but does not adequately deal with all critical characteristics of the project. 	<ul style="list-style-type: none"> The tenderer has adequately addressed all access requirements. The tenderer has allowed sufficient timing for approval processes for SHEQ documentation. 	<ul style="list-style-type: none"> The tenderer has addressed all date requirements correctly and submission contains logic and sequencing which is 	<ul style="list-style-type: none"> Minor errors and or omissions in alignment between programme and Approach Paper.



	<ul style="list-style-type: none"> ▪ The programme is complete and sufficiently decomposed, as demonstrated through the project WBS and activity level of detail which fully encompasses project scope as detailed but not limited to the <i>Employer's</i> works information and Engineering Specification; ▪ The programme is not fully predictive in that it contains minor errors or omissions in critical path/s. ▪ Activity duration estimates demonstrate an adequate level of decomposition of the scope, however the programme may not present an accurate model of project risk as indicated by same. ▪ The programme contains only minor errors and omissions in logic (i.e. horizontal and vertical traceability) ▪ The programme contains minor errors or omissions in its demonstration of the sequence, methodology and 	<ul style="list-style-type: none"> ▪ The tenderer has adequately demonstrated undertaking the procurement process for most long lead items, inductions, permits and medicals i.e., most long lead items considered, however insufficient durations allowed for timelines associated with same. ▪ The tenderer has not demonstrated adequate provisions for undertaking COVID-19 compliance and readiness requirements i.e., provisions are fully compliant with the <i>Employer's</i> Works Information. 	<p>accurate, and renders the submission realistic and achievable.</p> <ul style="list-style-type: none"> ▪ The tenderer has demonstrated inadequate provision for Time Risk Allowance (TRA) i.e., TRA in insufficient quantities, and not assigned to specific activities and/or critical components of the scope which are likely to be subject to uncertainty. 	
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	<p>underlying approach to provision of the <i>works</i> , in comparison with the requirements of the <i>Employer's</i> works information and Engineering Specification, as such adequately deals with some but not all the critical characteristics of overall project execution.</p>			
<p>Score 80</p>	<ul style="list-style-type: none"> ▪ The programme addresses specific project objectives. ▪ The programme is complete and sufficiently decomposed, as demonstrated through the project WBS and activity level of detail which fully encompasses project scope as detailed but not limited to the <i>Employer's</i> works information and Engineering Specification; ▪ The programme is transparent in the demonstration of its basis; ▪ The programme is adequately predictive in that it provides meaningful critical path/s and 	<ul style="list-style-type: none"> ▪ The tenderer has adequately addressed all access requirements. ▪ The tenderer has allowed sufficient timing for approval processes for SHEQ documentation. ▪ The tenderer has adequately demonstrated undertaking the procurement process for all long lead items, inductions, permits, medicals i.e., all long lead items considered with sufficient durations allowed for timelines associated with same. ▪ The tenderer has demonstrated adequate provisions for 	<ul style="list-style-type: none"> ▪ The tenderer has addressed all date requirements correctly and submission contains logic and sequencing which is accurate, and renders the submission realistic and achievable. ▪ The tenderer has demonstrated adequate provision for Time Risk Allowance (TRA) i.e., TRA in sufficient quantities and correctly assigned to specific activities and/or critical components of the scope 	<ul style="list-style-type: none"> ▪ Programme and Approach Paper are fully aligned and submission contains no critical errors or omissions.



	<p>an accurate/realistic model of project risk, the latter as demonstrated in activity duration estimates and associated activity level of decomposition;</p> <ul style="list-style-type: none"> ▪ The programme contains logic that is horizontally and vertically traceable; ▪ The programme adequately demonstrates the sequence, methodology and critical success factors, risks and underlying approach to provision of the <i>works</i>, in line with the requirements of the <i>Employer's</i> works information and Engineering Specification, as such adequately deals with the critical characteristics of overall project execution. 	<p>undertaking COVID-19 compliance and readiness requirements i.e. provisions are fully compliant with the <i>Employer's</i> Works Information.</p>	<p>which are likely to be subject to uncertainty.</p>	
<p>Score 100</p>	<p>Besides meeting the above "80" rating, the critical aspects are approached in a manner which demonstrates innovation and efficiency.</p>	<p>Besides meeting the above "80" rating, the critical aspects are approached in a manner which demonstrates innovation and efficiency.</p>	<p>Besides meeting the above "80" rating, the critical aspects are approached in a manner which demonstrates innovation and efficiency.</p>	<p>Besides meeting the above "80" rating, the critical aspects are approached in a manner which demonstrates innovation and efficiency.</p>

T2.2-04: Evaluation Schedule: Management & CVs of Key Persons

Please describe the management arrangements for the *works* and the tenderer is to take note that evaluation of this schedule will be referred to T2.2.-15 Proposed Organisation and Staffing, therefore information submitted in both schedules should match.

Comprehensive CVs should be attached to this schedule:

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

1. Use the **attached CV template attached below**
2. Personal particulars;
3. Qualifications (degrees, grades of membership of professional societies and Professional registrations, **all these certificates are to be attached**);
4. Skills;
5. Name of current employer and position;
6. Overview of post graduate experience (year, organisation, position and responsibilities); and
7. Outline of recent assignments / detailed experience that has a bearing on the scope of work.

The tenderer must be able to demonstrate that personnel have sufficient knowledge, experience and qualifications to provide the required service.



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

1. Details of the experience of the staff who will be employed for a scope of services:
2. Resources should include:

Key Person Role	Name of Resource
Project Manager	
Construction Manager	
Health and Safety Manager	
Health and Safety Officer	
Environmental Officer	
Quality Officer	
Electrical Engineer	



Mechanical Engineer	
Civil/Structural Engineer	

No.	Resource description	Minimum Requirements
Key Management and CV's		
1	1x Project Manager	<p>BSc/BTech qualification or higher in the Engineering or Management field.</p> <ul style="list-style-type: none"> • 10 years' relevant work experience in the building construction environment • Professional Project Management Registration with any internationally recognised professional body
2	1x Construction Manager	<p>National Diploma or a Degree qualification in Civil/QS/Construction.</p> <ul style="list-style-type: none"> • 8 years' relevant work experience in the building construction environment • 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.
3	1x Health and Safety Manager	<p>Degree/Diploma in safety management, and SAMTRAC, NEBOSH, modern SHEQ risk management training course as a minimum qualification.</p> <ul style="list-style-type: none"> • 8 years' relevant work experience as a Safety Manager in the building construction 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.
4	1x Safety Officer	<p>Degree/Diploma in safety management, and SAMTRAC, NEBOSH, modern SHEQ risk management training course as a minimum qualification.</p> <ul style="list-style-type: none"> 5 years' relevant work experience as a Safety Officer in the building construction environment Professional Registration with South African Council for the Project and Construction Management Professions (SACPCMP) or any internationally recognised equivalent regulative professional body.
5	1x Environmental Officer	<p>Bachelor's degree in environmental management/science or equivalent</p> <ul style="list-style-type: none"> 5 years' relevant work experience in the building construction environment.
6	1x Quality Officer	<p>Diploma or Certified qualification in Quality Management Systems</p> <ul style="list-style-type: none"> 5 years' relevant work experience as a Quality Officer in the building construction environment.
7	1x Electrical Engineer	<p>BSc/BTech qualification or higher in Electrical Engineering</p> <ul style="list-style-type: none"> 8 years' relevant work experience as an Electrical Engineer in the design of Buildings Electrical Systems Professional Registration with Engineering Council of South African (ECSA) or any internationally recognised equivalent regulative professional body
8	1x Mechanical Engineer	<p>BSc/BTech qualification or higher in Mechanical Engineering</p> <ul style="list-style-type: none"> 8 years' experience in the design of the building's Mechanical systems.



		<ul style="list-style-type: none"> Professional Registration with Engineering Council of South African (ECSA) or any internationally recognised equivalent regulative professional body
9	1x Civil/Structural Engineer	<p>BSc/BTech qualification or higher in Civil Engineering</p> <ul style="list-style-type: none"> 8 years' experience in the Civil/Structural design of the building's. Professional Registration with Engineering Council of South African (ECSA) or any internationally recognised equivalent regulative professional body

Total Points	8	8	4
20			
Weighting	Relevant years of experience for the following:	Education, training, skills	Professional Registration
20%	Project Manager	Project Manager	Project Manager
20%	Site Management Construction Manager/H&S Manager	Site Management Construction Manager/H&S Manager	Site Management Construction Manager/H&S Manager
	Site Officers Health & Safety Officer-8% Environmental Officer-6% Quality Officer-6%	Site Officers Health & Safety Officer-8% Environmental Officer-6% Quality Officer-6%	Site Officers Health & Safety Officer-8% Environmental Officer-6% Quality Officer-6%
15%	Electrical Engineer	Electrical Engineer	Electrical Engineer



15%	Mechanical Engineer	Mechanical Engineer	Mechanical Engineer
10%	Civil/Structural Engineer	Civil/Structural Engineer	Civil/Structural Engineer
Score 0	<p>Project Manager: Experience not relevant or/and less than 2 years' experience in the Built Environment</p> <p>Site Management: Experience not relevant or/and less than 2 years' experience in the Built Environment</p> <p>Site Officers: Experience not relevant or/and less than 1 years' experience in the Built Environment</p> <p>Electrical Engineer: Experience not relevant or/and less than 2 years' experience in the Built Environment</p> <p>Mechanical Engineer: Experience not relevant or/and less than 2 years' experience in the Built Environment</p> <p>Civil Engineer: Experience not relevant or/and less than 2 years' experience in the Built Environment</p>	The resource does not have the required minimum qualification.	The resource does not have the required minimum professional registration or equivalent regulative professional certification.
Score 20	<p>Project Manager: 2 but less than 7 years' management experience in the Built environment</p> <p>Site Management: 2 but less than 5 years' site management experience in the Built environment</p> <p>Site Officers: 1 but less than 4 years' experience in the Built environment</p> <p>Electrical Engineer: 2 but less than 6 years' experience in the Built environment</p> <p>Mechanical Engineer: 2 but less than 6 years' experience in the Built environment</p> <p>Civil Engineer: 2 but less than 5 years' experience in the Built environment</p>		



<p>Score 40</p>	<p>Project Manager: 7 but less than 10 years’ management experience in the Built environment Site Management: 5 but less than 8 years’ site management experience in the Built environment Site Officers: 4 years’ but less than 5 years’ experience in the Built environment Electrical Engineer: 6 but less than 8 years’ experience in the Built environment Mechanical Engineer: 6 but less than 8 years’ experience in the Built environment Civil Engineer: 5 but less than 8 years’ experience in the Built environment</p>		
<p>Score 60</p>	<p>Project Manager: 10 but less than 11 years’ management experience in the Built environment Site Management: 8 but less than 9 years’ site management experience in the Built environment Site Officers: 5 but less than 6 years’ experience in the Built environment Electrical Engineer: 8 but less than 9 years’ experience in the Built environment Mechanical Engineer: 8 but less than 9 years’ experience in the Built environment Civil Engineer: 8 but less than 9 years’ experience in the Built Environment</p>		
<p>Score 80</p>	<p>Project Manager: 11 but less than 12 years management experience in the Built environment Site Management: 9 years site management experience in the Built Environment Site Officers: 6 but less than 7 years’ experience in the Built environment</p>		



	<p>Electrical Engineer: 9 but less than 10 years’ experience in the Built environment Mechanical Engineer: 9 but less than 10 years’ experience in the Built Environment Civil Engineer: 9 but less than 10 years’ experience in the Built Environment</p>		
Score 100	<p>Project Manager: 12 years or more management experience in the Built environment. Site Management: More than 9 years of site management experience in the Built environment. Site Officers: 7 years or more experience in the Built environment. Electrical Engineer: 10 years or more experience in the Built environment. Mechanical Engineer: 10 years or more experience in the Built environment Civil Engineer: 10 years or more experience in the Built environment.</p>	<p>The minimum acceptable qualification below is held. For PM -NQF level 6 qualification or higher in the Engineering or Management field For CM – NQF 6 or 7 qualification or higher in the Built Environment For H&S Manager – NQF 6 or 7 or higher in Safety Management For Site Officers - NQF level 6 qualification or higher For Engineers - NQF level 7 qualification or higher</p>	<p>Professional registration with South African Council for the Project and Construction Management Professions (SACPCMP), Project Management Institute (PMI), ECSA or any recognised equivalent regulative professional certification</p>

CV TEMPLATE

1. PERSONAL PARTICULARS

NAME & SURNAME		DATE & PLACE OF BIRTH	
ID NO.		NATIONALITY	

2. EDUCATION AND QUALIFICATIONS

FROM	TO	INSTITUTION	DEGREE OR DIPLOMA OBTAINED

3. MEMBERSHIP OF PROFESSIONAL SOCIETIES

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4. PROFESSIONAL STATUS

PROFESSIONAL BODY		PROFESSIONAL STATUS	
PROFESSIONAL REG. NO.		POST REGISTRATION EXPERIENCE	
PROFESSIONAL BODY		PROFESSIONAL STATUS	
PROFESSIONAL REG. NO.		POST REGISTRATION EXPERIENCE	

5. KNOWLEDGE SKILLS AND STRENGTHS

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6. CURRENT EMPLOYER AND POSITION

NAME OF EMPLOYER		YEARS WITH EMPLOYER	
POSITION IN COMPANY		TOTAL YEARS OF EXPERIENCE	

7. OVERVIEW OF POST GRADUATE EXPERIENCE

YEAR	ORGANISATION	POSITION	SUMMARY OF RESPONSIBILITIES

TRANSNET NATIONAL PORTS AUTHORITY
TENDER NUMBER: TNPA/2023/09/0013/41555/RFP
DESCRIPTION OF THE SERVICES: THE REFURBISHMENT OF 06 TOULON ROAD BUILDING AT BAYHEAD PRECINCT IN THE PORT OF
DURBAN FOR A PERIOD OF SIX (6) MONTHS



8. OUTLINE OF RECENT ASSIGNMENTS RELEVANT TO SCOPE OF WORK				
CLIENT, CONTACT PERSON, CONTACT DETAILS	PROJECT DESCRIPTION	VALUE OF PROJECT	POSITION HELD	PROJECT STATUS

TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2023/09/0013/41555/RFP

DESCRIPTION OF THE SERVICES: THE REFURBISHMENT OF 06 TOULON ROAD BUILDING AT BAYHEAD PRECINCT
IN THE PORT OF

DURBAN FOR A PERIOD OF SIX (6) MONTHS

***Attached**

- Qualification Certificates
- Professional Registration Certificates

T2.2-05: Evaluation Schedule - Quality Management

Reference Standard TNPA-QUAL-RFQ-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. Demolitions
2. Resurface parking lot
3. Jetting, cleaning and flushing of walls and floors
4. Decommissioning of fuel tanks

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 (refurbishments)
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. These requirements include:

1. Is appropriate to the purpose and context of the organization and supports its strategic direction,
2. Provides a framework for setting quality objectives,
3. Includes a commitment to satisfy applicable requirements,
4. Includes a commitment to continual improvement of the quality management system, and
5. Is communicated and understood within the organization.

<p>Attached submissions to this schedule:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>

The scoring of the Quality Plan will be as follows:

	Evaluation Category	Maximum Score	Evaluation Criteria	Rating
Quality Requirements (10 Points)	<p>Project Quality Plan (as per TNAP-QUAL-RFQ-014.1)</p> <p>The Project Quality Plan (PQP) details how the Contractor’s Quality System will be applied to the Scope of Work specified in the contract and shall include the following as key elements:</p> <ol style="list-style-type: none"> 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. 	4	No response	0
			Two (2) or below of Six (6) key elements met	20
			Three (3) of Six (6) key elements met	40
			Four (4) of Six (6) key elements met	60
			Five (5) of Six (6) key elements met	80
			All Six (6) and above of the key elements met	100

<p>Quality Control Plans (as per TNPA-QUAL-RFQ-014.1)</p> <p>Quality Control Plan (QCP) specific to the Project but not limited to:</p> <ol style="list-style-type: none"> 1. Demolitions - 10% 2. Earthworks for parking Construction. – 50% 3. Jetting, cleaning and flushing of walls and floors – 20% 4. Decommissioning of fuel tanks -20% <p>The Quality Control Plan shall be Project Specific as per the Scope of Work and shall include the following as key elements:</p> <ol style="list-style-type: none"> 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) 	3	No response	0
		One (1) of Five (5) key elements met	20
		Two (2) of Five (5) key elements met	40
		Three (3) of Five (5) key elements met	60
		Four (4) of Five (5) key elements met	80
		All 5 key elements are met	100
<p>Quality Policy</p> <p>Quality Policy shall include the following key policy elements:</p> <ol style="list-style-type: none"> 1) is appropriate to the purpose and context of the organisation and supports its strategic direction, 	3	No response	0
		One (1) of Five (5) key policy elements met	20
		Two (2) of Five (5) key policy elements met	40

	2) provides framework for setting quality objectives, 3) includes a commitment to satisfy applicable requirements, 4) includes a commitment to continual improvement of QMS, and 5) is communicated and understood within the organisation.		Three (3) of Five (5) key policy elements met.	60
			Four (4) of Five (5) key elements met	80
			All Five (5) key elements met	100

T2.2-06: Evaluation Schedule - Environmental Management

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

- a) 009-TCC-CLO-SUS-11386Rev 1.0 Standard Operating Procedure: Construction Environmental Management (SOP: CEM);
- b) 009-TCC-CLO_SUS-11385 Standard Operating Procedure: Minimum Environmental Management Specifications (MEMS);
- a) 009-TRN-CLO-SUS-8848 Transnet Asbestos Management Procedure;
- b) TGC-IMS-ENV-SOP-009.001 COVID-19 Health care waste management on construction sites;
- c) TGC-IMS-HS-GL-009-01 COVID 19 Post Lockdown Construction Site Health and Safety Guidelines
- d) Transnet Integrated Management System (TIMS) Policy Commitment Statement; and
- e) Project Environmental Specification (PES) which includes TNPA minimum standards as contained in the following documents:
 - TNPA Asbestos Management Plan
 - Waste management Permit
 - TNPA list of approved waste services Contractors

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**An unsigned or undated policy will be scored '20'**
2. Tenderer 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

Attached submissions to this schedule:

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

below.

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

	Policy	Checking, Monitoring and Measuring Procedures
Points (10)	5	5
Score 0	The Tenderer has submitted no information to determine a score	The Tenderer has submitted no information to determine a score
Score 20	Policy addresses 1 of the required elements and will most likely fail to meet the <i>Employer's</i> requirements OR the Policy is unsigned or undated.	The procedures provided will not meet the Employer’s requirements. Only 1 of the procedures are provided or No insight is provided in the procedures in describing the necessary focus area as outlined under the 6M’s.
Score 40	Policy addresses 2 of the required elements and is unlikely to meet the <i>Employer's</i> requirements	The procedures may meet the Employer’s requirements. Only 2 of the procedures (A-E) are addressed. or The 6M’s are inadequately addressed. Much more detail will need to be provided under the 6 M’s in order for the procedures to be comprehensive.



<p>Score 60</p>	<p>Policy addresses 3 of the required elements and is possibly able to meet the <i>Employer's</i> requirements</p>	<p>At least 3 of the procedures (A-E) are addressed.</p> <p>The 6M's are reasonably addressed.</p> <p>The procedures will reasonably meet the Employer's requirements. They could be refined.</p>
<p>Score 80</p>	<p>Policy addresses 4 of the required elements and is likely to ensure compliance with the stated <i>Employer's</i> requirements</p>	<p>Four (4) of the procedures (A-E) are addressed.</p> <p>The procedures (A-E) are adequately addressed and will produce the required outcomes.</p> <p>The procedures will meet the Employer's stated requirements.</p>
<p>Score 100</p>	<p>Policy addresses 5 of the required elements and will meet the <i>Employer's</i> requirements:</p> <ul style="list-style-type: none"> • Regulatory compliance and other requirements • Commitment to Pollution prevention • Continual improvement • Provides framework for setting and reviewing objectives and targets and • Is communicated to all employees working for or on behalf of the organization 	<p>All procedures (A-E) and all the 6 M's are extensively addressed.</p> <p>The procedures will meet the Employer's requirements with ingenuity and best practice.</p>



T2.2-06a: ENVIRONMENTAL DECLARATION OF UNDERSTANDING

PROJECT NAME:		DOCUMENT NO:	
PROJECT NO:		DATE:	
CONTRACTOR:		CONTRACT NO:	

I,

(Name) *(Designation)*

(Representing)

Declare that I have read and understood the contents of the Standard Environmental Specification (ENV-STD-002 Rev04) and the Construction Environmental Management Plan (ENV-STD-001 Rev04).

I also declare that I understand my responsibilities in terms of enforcing and implementing the Environmental Specifications for the aforementioned Contract. This include declaring that enough budget has been allocated for environmental management on site.

Signed	Signature	Date
Place		
Witness 1:	Signature	Date
Witness 2:		

T2.2-07: Evaluation Schedule: Health and Safety Requirements

Submit the following documents as a minimum with your tender:

1. Safety, Health & Environmental Policy signed by the Chief Executive Officer. List the five elements -
 - Commitment to Safety, prevention of pollution,
 - Continual improvement,
 - Compliance to legal requirements, appropriate to the nature of contractor's activities,
 - Hold management accountable for development of the safety systems.
 - Include objectives and targets.
2. Roles & Responsibilities, such as S16.2 CEO, CR8.1 Construction Manager, CR8.5 Safety Officer, CR8.7 Construction Supervisor, CR9.1 Risk Assessor, 17.1 SHE Reps, etc. as per the Occupational Health and Safety Act 85 of 1993 and COVID -19 Compliance Officer.
3. Overview of the project specific Task Risk Assessment (RA), indicating major activities of the project namely:
 - Roofing and side cladding
 - Asbestos roof removal and disposal
 - Demolition of adjoining buildings
 - Warehouse steel work
 - Ceiling boards installation
 - Flooring and walls high pressure cleaning
 - Painting
 - Paving
 - Fencing
 - Stormwater drainage management
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)



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Attached submissions to this schedule:

.....
.....



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

Points (10)	1	2	2	3	2
	<p>Policy (State points allocated)</p> <p>1) Commitment to Safety, prevention of pollution,</p> <p>2) Continual improvement,</p> <p>3) Compliance to legal requirements, appropriate to the nature of contractor's activities,</p> <p>4) Hold management accountable for development of the safety systems,</p> <p>5) Include objectives and targets.</p>	<p>Roles & Responsibilities</p> <p>1) S16.2 CEO</p> <p>2) 8.1 Construction Manager - SACPCMP registration as Pr. Construction Manager,</p> <p>3) 8.5 SACPMP Registered Construction Health and Safety Officer,</p> <p>4) 8.7 Construction Supervisor,</p> <p>5) 9.1 Risk Assessor,</p> <p>6) 17.1 SHE Rep as per the Occupational Health and Safety Act 85 of 1993 and</p> <p>7) COVID-19 Compliance Officer</p>	<p>Overview of the Baseline risk assessment</p> <p>Indicating major activities of the project i.e., installation, commissioning and handover of the following packages:</p> <p>1) Roofing and side cladding</p> <p>2) Asbestos roof removal and disposal</p> <p>3) Demolitions of adjoining buildings</p> <p>4) Warehouse steel work</p> <p>5) Ceiling boards installation</p> <p>6) Flooring and walls high pressure cleaning</p> <p>7) Painting</p> <p>8) Paving</p>	<p>Safety Questionnaire</p> <p>Complete and return with tender documentation the Contractor Safety Questionnaire with required all supporting documentation included as an Annexure.</p>	<p>Cost Breakdown Sheet.</p> <p>Submission of completed cost breakdown sheet covering health and safety budget allocation.</p>



			9) Fencing 10) Stormwater drainage management		
Score 0	The Tenderer has submitted no information to determine a score.				
Score 20	1 of the 5 key policy components are recognized and meets the <i>Employer's</i> requirements and it is signed by the Chief Executive Officer.	1 ≤ 2 of the 7 Roles and responsibilities are in compliance as per the Works Information and meet the Occupational health and safety Act as per construction regulations and TNPA health and safety specification.	1 ≤ 2 of the 10 submitted task risk assessment specific to the project and covers all the outlined sub-activities, applicable to the task.	Information supplied is inadequate to achieve the required standard of service and total score of supporting documents as per the allocated points on the returnable safety questionnaire.	Health and Safety budget submitted is totally insignificant / inadequate to achieve the required standard of service, 0% - 1% of the tender value.
Score 40	2 of the 5 key policy components are recognized and meets the <i>Employer's</i> requirements and it is	3 ≤ 4 of the 7 Roles and responsibilities are in compliance as per the Works Information and meet the Occupational health and safety Act as per construction	3 ≤ 5 of the 10 submitted task risk assessment specific to the project and covers all the outlined sub-activities, applicable to the task.	Satisfactory response/answer / solution lacks convincing evidence, medium risk that stated Employer's	Health and Safety budget submitted is insignificant / inadequate / answer / solution to the returnable, Employer's health and safety



	signed by the Chief Executive Officer.	regulations and TNPA health and safety specification.		requirements will not be met and total score of supporting documents as per the allocated points on the returnable safety questionnaire.	requirements will not be met, between 1% and 2% of the tender value.
Score 60	3 of the 5 key policy components are recognized and meet the <i>Employer's</i> requirements and it is signed by the Chief Executive Officer.	5 of the 7 Roles and responsibilities are in compliance as per the Works Information and meet the Occupational health and safety Act as per construction regulations and TNPA health and safety specification.	6 ≤ 7 of the 10 submitted task risk assessment specific to the project and covers all the outlined sub-activities, applicable to the task.	Good response / answer / solution to the particular aspect of the requirement, evidence given that the stated Employer's requirements will be met and total score of supporting documents as per the allocated points on the returnable safety questionnaire.	Health and Safety budget submitted is a satisfactory response / answer / solution to the returnable, Employer's health and safety requirements will be met, from 2% to 3% of the tender value.



<p>Score 80</p>	<p>4 of the 5 key policy components are recognized and meets the <i>Employer's</i> requirements and it is signed by the Chief Executive Officer.</p>	<p>6 of the 7 Roles and responsibilities are in compliance as per the Works Information and meets the Occupational Health and Safety Act as per construction regulations and TNPA health and safety specification.</p>	<p>8 ≤ 9 of the 10 submitted task risk assessment specific to the project and covers all the outline sub-activities, applicable to the task.</p>	<p>Very good response / answer / solution which demonstrates real understanding and evidence of ability to meet stated Employer's requirements and total score of supporting documents as per the allocated points on the returnable safety questionnaire.</p>	<p>Health and Safety budget submitted is a good response / answer /solution to the returnable. Employer's health and safety requirements will be met, between 3% to 4% of the tender value.</p>
<p>Score 100</p>	<p>All 5 key policy components are recognized and meets the <i>Employer's</i> requirements and it is signed by the Chief Executive Officer.</p>	<p>All 7 Roles and responsibilities are in compliance as per the Works Information and meets the Occupational Health and Safety Act as per construction regulations and TNPA health and safety specification.</p>	<p>All 10 submitted task risk assessments specific to the project and covers all the outlined sub-activities, applicable to the task.</p>	<p>Excellent response / answer / solution gives real confidence that the tenderer is most likely to ensure compliance with stated Employer's requirements and total score of supporting documents as per the</p>	<p>Health and Safety budget submitted is a very good response / answer / solution to the returnable, Employer's health and safety requirements will be met,</p>

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				allocated points on the returnable safety questionnaire.	above 4% of the tender value.
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T2.2-07a: 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		



T2.2-07(b): Health and Safety Questionnaire

Health, Safety Questionnaire

1. Safe Work Performance		
1A	Injury Experience / Historical Performance – Alberta	
	Use the previous three years injury and illness records to complete the following:	
	Year	
	Number of medical treatment cases	
	Number of restricted workday cases	
	Number of lost time injury cases	
	Number of fatal injuries	
	Total recordable frequency	
	Lost time injury frequency	
	Number of worker manhours	
Action taken to prevent re-occurrence		
1	Medical Treatment Case	Any occupational injury or illness requiring treatment provided by a physician or treatment provided under the direction of a physician
2	Restricted Workday Case	Any occupational injury or illness that prevents a worker from performing any of his/her craft jurisdiction duties
3	Lost Time injury Cases	Any occupational injury that prevents the worker from performing any work for at least one day
4	Total Recordable Frequency	Total number of Medical Treatment, Restricted Work and Lost Time Injury cases multiplied by 200,000 then divided by total manhours



	5	Lost Time Injury Frequency	Total number of Lost Time Injury cases multiplied by 200,000 then divide by total manhours				
1B	Workers' Compensation Experience						
	Use the previous three years injury and illness records to complete the following (if applicable):						
	Industry Code:		Industry Classification:				
	Year						
	Industry Rate						
	Contractor Rate						
	% Discount or Surcharge						
	Is your Workers' Compensation account in good standing? (Please provide letter of confirmation)				Yes	No	1
2. Citations							
2A	Has your company been cited, charged or prosecuted under Health, Safety and/or Environmental Legislation in the last 5 years? If yes, provide details:				Yes	No	
2B	Has your company been cited, charged or prosecuted under the above Legislation in another Country, Region or State? If yes, provide details:				Yes	No	
3. Citations							
	Does your company have a Certificate of Recognition?				Yes	No	
	If yes, what is the	Certificate No:		Issue Date:			
4. Safety Program							
4A	Submit your company written health and safety plan? Submit for provide a copy for review					2	
4C	Health and safety plan should contain the following elements						
		Yes	No		Yes	No	
	Health and Safety Policy			Competence, Training and Awareness			
	Incident Management, reporting and Investigation			Emergency Preparedness/Response			



	Recordkeeping & Statistics/Manhours Reporting			Hazard Identification and Risk Assessment and Training			
	Reference to Legislation			Permit to Work			
	Site Establishment and Rehabilitation			Safe Work Procedures and Safe operating procedures			
	Roles and Responsibilities			Workplace Inspections			
	Alcohol, Drugs and Other Intoxicating Substances			Occupational Hygiene and Covid19			
	Personal Protective Equipment			Measuring and Monitoring			
	Working at Height			Communication, Participation and Consultation			
	Excavations			Signs and Notices			
4C	Submit your company pocket safety booklet for field distribution?						
5. Training Program							
5A	Attach orientation program for new hire employees? include a course outline. Does it include any of the following:						1
		Yes	No		Yes	No	
	General Rules & Regulations			Confined Space Entry			
	Emergency Reporting			Trenching & Excavation			
	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).			2
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	

T2.2-08: Evaluation Schedule - Previous Experience

Note to tenderers:

Tenderers are required to demonstrate their experience in the delivery of building refurbishments or building construction projects, and to this end shall supply sufficiently detailed reference letters / completion certificate with contact details of **existing and previous** clients and indicate their previous experience in:

1. Building construction or building refurbishments works.
2. Demolitions of buildings and concrete structures.
3. Transportation and disposal of materials, especially, asbestos from demolitions.

Note: If subcontracting any works – the experience of the subcontractors shall be included for specific, relevant scope.

Fill in as many line items as needed for the similar previous projects undertaken, starting from the most recent projects completed and attach completion certificates for completed projects:

Client	Client contact details	Project Description	Year of project completion	Contract Value	Subcontractors

The scoring of the Previous Experience will be as follows and in particular, the tenderers shall demonstrate their experience in the following areas:



Index of documentation attached to this schedule:

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The scoring of the tenderer's previous experience will be as follows:

Total Points (20)	Building refurbishment projects	Traceable reference letters
	The tenderer has completed Construction/Refurbishment projects=100% 10	The tenderer has submitted traceable reference letters=100% 10
Score 0	The tenderer has submitted no information, or the tenderer has submitted a list of projects with no traceable references or certificates of completion.	
Score 20	The tenderer's experience is not relevant to the project and has not completed any building construction or building refurbishment project.	
Score 40	The tenderer has successfully completed one (1) to three (3) building construction or building refurbishment projects relative to the scope of works in the last 8 years.	The tenderer has submitted one (1) to three (3) traceable reference letters for completed projects in the last 8 years.
Score 60	The tenderer has successfully completed four (4) to eight (8) building construction or building refurbishment projects relative to the scope of works in the last 8 years.	The tenderer has submitted four (4) to eight (8) traceable reference letters for completed projects in the last 8 years.
Score 80	The tenderer has successfully completed nine (9) to twelve (12) building construction or building refurbishment projects relative to the scope of works in the last 8 years.	The tenderer has submitted nine (9) to twelve (12) traceable reference letters for completed projects in the last 8 years.
Score 100	The tenderer has successfully completed twelve (12) building construction or building refurbishment projects relative to the scope of works in the last 8 years.	The tenderer has submitted twelve (12) traceable reference letters for completed projects in the last 8 years.



Fill in as many line items as needed for similar previous projects undertaken, starting from the most recent projects completed:

Client	Client contact details	Project Description	Year of project completion	Contract Value	Traceable References (Y/N)

T2.2-09: Evaluation Schedule - Approach Paper

The Tenderer shall submit and approach paper which responds to the scope of work and outlines the proposed approach / methodology relating but not limited to the programme, method statement, technical approach and an understanding of the project objective.

The approach paper should articulate what the Tenderer will provide in achieving the stated objectives for the project which should include details contained in the schedule which is aligned to the programme under T2.2-03. Tenderers to also exhibit a clear understanding of the Scope of works and provide detailed method statements for all activities in the schedule incorporating industry standard best practice.

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

The Approach Paper should cover:

- Outline of the proposed approach
- Narrative related to the programme
- Detailed method statement, technical approach, and construction sequencing in terms of the Works Information (design philosophy)
- Demonstrate an understanding of the project objectives
- Detailed list of equipment, plant and people and number thereof to execute the works, and areas it will be utilized
- Detailed list of other resources utilized including a resource matrix

NB: The preferred Tenderer will have to prepare a compulsory (comprehensive) presentation of the approach paper which will be presented to Transnet just after the awarding of the contract.

The Tenderer must attach his / her approach paper to this page.

<p>Index of documentation attached to this schedule:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>
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The scoring of the approach paper will be as follows:

Elements:	Total Points (20)	Approach is clearly articulated and based on the Works Information. It demonstrates a clear understanding of the project objectives
		20
Outline of proposed approach 20%	Score 0	The Tenderer has submitted no information or inadequate information to determine a score.
Resource matrix 25%	Score 20	The approach paper is not acceptable as it will not satisfy project objectives or requirements. The tenderer has misunderstood the scope of work and does not deal with the critical aspects of the project.
Primary tools/equipment 15%	Score 40	The technical approach and / or methodology is poor, not realistic and practical and is therefore unlikely to satisfy project objectives or requirements. The tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project.
Works Information Alignment 15%		
Detailed method statement 25%		
	Score 60	The approach is tailored to address the specific project objectives and requirements. The approach adequately deals with the critical characteristics of the project.

	Score 80	The approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The approach to managing risk etc. is specifically tailored to the critical characteristics of the project.
	Score 100	Besides meeting the "80" rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of state-of-the-art approaches. The approach paper details ways to improve the project outcomes and the quality of the outputs.

General Returnable Schedules

TRANSNET NATIONAL PORTS AUTHORITY
TENDER NUMBER: TNPA/2023/09/0013/41555/RFP
DESCRIPTION OF THE WORKS: THE REFURBISHMENT OF 06 TOULON ROAD BUILDING AT BAYHEAD PRECINCT
IN THE PORT OF DURBAN FOR A PERIOD OF SIX (6) MONTHS

T2.2-10: Intention to Tender

EMAIL TO: Transnet National Ports Authority
Attention: nondumiso cele
Email:
nondumiso.cele2@transnet.net

Tender No: TNPA/2023/09/0013/41555/RFP

Closing Date: **16 January 2024**

FOR THE REFURBISHMENT OF 06 TOULON ROAD BUILDING AT BAYHEAD PRECINCT IN THE PORT OF DURBAN FOR A PERIOD OF SIX (6) MONTHS

Check

We: Do wish to tender for the work and shall return our tender by **Yes** **No**
the due date above

Any clarifications are to be mailed to: nondumiso.cele2@transnet.net, and all responses will be communicated to all tenderers in writing via e-mail.

Company:

Contact:

Phone No:

e-mail Address:

REASON FOR NOT TENDERING:

SIGNATURE: _____

DATE: _____

T2.2-11: Authority to submit a Tender

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

A - COMPANY	B - PARTNERSHIP	C - JOINT VENTURE	D - SOLE PROPRIETOR
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors

B. Certificate for Partnership

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

Name	Address	Signature	Date

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

C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms _____, an authorised signatory of the company _____, acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract _____ and any contract resulting from it on our behalf.

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

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

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

T2.2-12: 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		



T2.2-13 Letter/s of Good Standing with the Workmen's Compensation Fund

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

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

Name of Company/Members of Joint Venture:

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T2.2-14: Risk Elements

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

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

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

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

T2.2-15: Proposed Organisation and staffing

Attached submissions to this schedule:

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

T2.2-16: Site Establishment Requirements

Tenderers to indicate their Site establishment area requirements:

T2.2-17: Availability of Equipment and Other Resources

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

Equipment Type and Availability – Description	Hourly Rate	Number of Equipment	Details of Ownership



T2.2-18: Capacity and Ability to meet Delivery Schedule

Note to tenderers:

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

A schedule detailing the following:

Maximum quantity of work concurrently performed by the Tenderer in the recent past in order to illustrate his potential capacity to design, fabricate and/or construct work of a similar nature;

Current and future work on his order book, showing quantity and type of equipment;

Quantity of work for which the Tenderer has tenders in the market or is currently tendering on;

The work as covered in this Works Information, planned and scheduled as per the Tenderer's capacities and methods but meeting the required delivery schedule.

Index of documentation attached to this schedule:

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T2.2-19: Schedule of Proposed Subcontractors

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

Note to tenderers:

- 1.1 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 1.2 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

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

Provide information of the Sub-contractors below:

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

T2.2-20 : ANNEX G Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

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

Section 1: Name of enterprise: _____

Section 2: VAT registration number, if any: _____

Section 3: CIDB registration number, if any: _____

Section 4: CSD number: _____

Section 5: Particulars of sole proprietors and partners in partnerships

Name	Identity number	Personal income tax number

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

Section 6: Particulars of companies and close corporations

Company registration number _____

Close corporation number _____

Tax reference number: _____

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

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



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

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

Signed	_____	Date	_____
Name	_____	Position	_____
Enterprise name	_____		

SBD 6.1

PREFERENCE POINTS CLAIM FORM

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- 1.2 The value of this bid is estimated to below R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.
- 1.3 Preference points for this bid shall be awarded for:
- (a) Price;
 - (b) B-BBEE Status Level of Contribution; and
 - (c) Any other specific goal determined in the Transnet preferential procurement policy
- 1.4 The maximum points for this bid are allocated as follows:

<u>DISCRIPTION</u>	<u>POINTS</u>
PRICE	80
B-BBEE Status Level of Contributor 1 or 2 = 10 points. 30% Black Woman Owned Entities=5 points EME or QSE 51% Black Owned=5 points Non-Compliant and/or B-BBEE Level 3-8 contributors = 0 points.	20
Total points for Price and Specific Goals must not exceed	100

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

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

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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

4. EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS

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

Specific Goals	Acceptable Evidence
B-BBEE Status Level of Contributor 1 or 2	Valid B-BBEE Certificate / Sworn- Affidavit / (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline.
30% Black Women Owned Entities	Valid B-BBEE Certificate / Sworn- Affidavit (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines and Proof Registered address of entity.
EME or QSE 51% Black Owned	Valid B-BBEE Certificate / Sworn- Affidavit (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines and Proof Registered address of entity.

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

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



EME¹	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
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- 4.3 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.
- 4.4 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 4.5 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 4.6 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.
- 4.7 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Bidder’s responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contribution: . = (maximum of 20 points)
(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

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



7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE.

(Tick applicable box)

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES



.....
.....
.....
8.6 COMPANY CLASSIFICATION

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

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

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

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



- side) rule has been applied; and
- (f) forward the matter for criminal prosecution.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>
--

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>ADDRESS</p> <p>.....</p>



BIDDER'S DISCLOSURE (SBD 4)

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

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.



.....
.....

2.3 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.
- 3.5 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.
- 3.6 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.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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



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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

T2.2-21: Job-Creation Schedule

The Government has identified State Owned Enterprises sourcing activities as a key enabler to achieve the National Development Plan (NDP) objective of reducing unemployment from the current baseline of 28% to 6%.

In order to give effect to these job creation objectives, Tenderers are required to provide the following undertaking of new jobs that will be created (either by them or by their subcontractors) should they be awarded this tender.

Tenderers to note, that if successful, any deviations from the Job creation Schedule in the contract phase will be subject to acceptance by the *Project Manager* in terms of the Conditions of Contract. Please also note the applicable Z clauses in Contract Data by *Employer*.

(a) Please indicate total number of new jobs that will be created over the term of the contract:

Total number and value of new jobs created	Total number of new jobs	Total rand value of new jobs created

(b) Of the total number of new jobs created, please indicate the number and value of new jobs to be created for the following designated groups:

	Total number of new jobs	Total rand value of new jobs
Black men		
Black women		
Black Youth		
Black people living in rural or underdeveloped areas or townships		
Black People with Disabilities		

(c) Of the total number of new jobs created, please indicate the number of skilled, semi-skilled and unskilled new jobs that will be created over the term of the contract:

	Total number of Skilled jobs	Total number of Semi-skilled jobs	Total number of Unskilled jobs
Black men			
Black women			
Black Youth			
Black people living in rural or underdeveloped areas or townships			
Black People with Disabilities			
Other			

(d) Please indicate the number of new jobs to be created, broken down per quarter over the term of the contract.

6 Months	Week 1	Week 2	Week 3	Week 4
Total number of new jobs				
Number of new jobs for Black men				
Number of new jobs for black women				
Number of new jobs for black youth				
Number of new jobs for black people living in rural or underdeveloped areas or townships				
Number of new jobs for black People with Disabilities				
Number of new jobs for other categories				
Number of new skilled jobs				
Number of new semi-skilled jobs				
Number of new unskilled jobs				

T2.2-22 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

2.5 will give Transnet the right to cancel the contract in whole, without penalty to Transnet, giving 30 [thirty] calendar days' notice to the Service provider of its intention to do so.

Acceptance of Service Levels:

YES	
-----	--

NO	
----	--

T2.2-23 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.



T2.2-24 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.
- 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.
- 2.5 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	_____		

T2.2-25: 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 T2.2-26 "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.

T2.2-26 Service Provider Integrity Pact

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

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

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

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

PREAMBLE

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

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

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

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

1 OBJECTIVES

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

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

2 COMMITMENTS OF TRANSNET

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

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

3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

- 3.1 Transnet has a '**Zero Gifts**' Policy. No employee is allowed to accept gifts, favours or benefits.
 - a) Transnet officials and employees **shall not** solicit, give or accept, or from agreeing to solicit, give, accept or receive directly or indirectly, any gift, gratuity, favour, entertainment, loan, or anything of monetary value, from any

person or juridical entities in the course of official duties or in connection with any operation being managed by, or any transaction which may be affected by the functions of their office.

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

transparency, fairness and progress of the tendering process, Tender evaluation, contracting and implementation of the contract. The Tenderer / Service Provider further commits itself to delivering against all agreed upon conditions as stipulated within the contract.

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

3.10 The Tenderer/Service Provider/Contractor confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human Rights, Labour, Anti-Corruption and the Environment when undertaking business with Transnet as follows:

a) Human Rights

- Principle 1: Businesses should support and respect the protection of internationally proclaimed human rights; and
- Principle 2: make sure that they are not complicit in human rights abuses.

b) Labour

- Principle 3: Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;
- Principle 4: the elimination of all forms of forced and compulsory labour;
- Principle 5: the effective abolition of child labour; and
- Principle 6: the elimination of discrimination in respect of employment and occupation.

c) Environment

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

d) Anti-Corruption

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

4 INDEPENDENT TENDERING

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

- a) has been requested to submit a Tender in response to this Tender invitation;

- b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
 - c) provides the same Goods and Services as the Tenderer and/or is in the same line of business as the Tenderer.
- 4.2 The Tenderer has arrived at his submitted Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium will not be construed as collusive tendering.
- 4.3 In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- a) prices;
 - b) geographical area where Goods or Services will be rendered [market allocation];
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a Tender;
 - e) the submission of a Tender which does not meet the specifications and conditions of the RFP; or
 - f) tendering with the intention of not winning the Tender.
- 4.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Goods or Services to which his/her tender relates.
- 4.5 The terms of the Tender as submitted have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.
- 4.6 Tenderers are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Tenders and contracts, Tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [**NPA**] for criminal investigation and/or may be restricted from conducting business with the public sector for a period not

exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

- 4.7 Should the Tenderer find any terms or conditions stipulated in any of the relevant documents quoted in the Tender unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Tender. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be.

5 DISQUALIFICATION FROM TENDERING PROCESS

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

Transnet may at its own discretion revoke the exclusion or suspend the imposed penalty.

6 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

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

- 6.6 A Service Provider or Contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.
- 6.7 Grounds for blacklisting include: If any person/Enterprise which has submitted a Tender, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Tender or contract:
- a) Has, in bad faith, withdrawn such Tender after the advertised closing date and time for the receipt of Tenders;
 - b) has, after being notified of the acceptance of his Tender, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the Tender documents;
 - c) has carried out any contract resulting from such Tender in an unsatisfactory manner or has breached any condition of the contract;
 - d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;
 - e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;
 - f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:
 - (i) he made the statement in good faith honestly believing it to be correct; and
 - (ii) before making such statement, he took all reasonable steps to satisfy himself of its correctness;
 - g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
 - h) has litigated against Transnet in bad faith.
- 6.8 Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National Treasury's database of Restricted Service Providers or Register of Tender Defaulters.
- 6.9 Companies associated with the person/s guilty of misconduct (i.e., entities owned, controlled or managed by such persons), any companies subsequently

formed by the person(s) guilty of the misconduct and/or an existing company where such person(s) acquires a controlling stake may be considered for blacklisting. The decision to extend the blacklist to associated companies will be at the sole discretion of Transnet.

7 PREVIOUS TRANSGRESSIONS

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

8 SANCTIONS FOR VIOLATIONS

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

- e) Cancel all or any other contracts with the Tenderer/Service Provider/Contractor;
and
- f) Exclude the Tenderer/ Service Provider/Contractor from entering into any Tender
with Transnet in future.

9 CONFLICTS OF INTEREST

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

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

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

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

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

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

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

T2.2-27 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



T2.2-28: 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

T2.2-29: Supplier Code of Conduct

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

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

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

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

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

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

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

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

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

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

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

Conflicts of Interest

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

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

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

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

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

Signed this on day _____ at _____

Signature

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

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

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

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

To Whom It May Concern,

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

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

INSURED: Transnet (SOC) Limited

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

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

THE INSURED'S VAT NO: 4720103177

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

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

CONTRACT WORKS INSURANCE

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

Insurer : Mirabilis (Santam Limited)

Policy Number : MZAR35023-CAR

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

Territorial Limits : The Republic of South Africa.

Additional Co-Insureds:

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

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

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

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

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

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

Definitions

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

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

Testing Period: 120 Days not consecutive.

Maintenance Period : 12 Months

Main Policy Extensions :

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

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

Main Policy Exclusions :

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

Deductibles:

In respect of loss or damage:

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

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

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



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

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

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

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

PUBLIC LIABILITY

Cover Provided :	Contract Works Public Liability – cover the Insured’s legal liability in respect of loss or damage or injury to third parties arising out of work performed in respect of the Insured Contracts.
Insurer :	Stalker Hutchinson (Santam Limited)
Policy Number:	6000/132335
Territorial Limits :	The Republic of South Africa.
Insured Contracts:	<p>All contracts (including any undertaking awarded or commenced prior to inception of the period of Insurance) involving design, construction, performance testing and commissioning in respect of the works and shall include capital expenditure, upgrade, modification, maintenance or overhaul, refurbishment, renovation, retrofitting or alterations and additions to existing facilities undertaken by the Insured or other Insured Parties acting on their behalf but Excluding:</p> <ol style="list-style-type: none"> 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

- a) 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.
- b) 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**:

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

Limit Of Indemnity:

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

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

Policy Extension
Limits Of Indemnity:

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

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

Deductibles:

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

Policy Special Conditions :

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

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

Policy Main Exclusions:

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

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

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

Dennis Govender



Chief Broking Officer



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

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

Name of Guarantor

(Bank/Insurer)

Address

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

Signed

Name

Capacity

On behalf of (name of tenderer)

Date

Confirmed by Guarantor's Authorised Representative

Signature(s)

Name (print)

Capacity

On behalf of Guarantor

(Bank/insurer)

Date



T2.2-32: Forecast Rate of Invoicing

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

Index of documentation attached to this schedule:

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

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

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

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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

T2.2-34 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 xxxxxxx):

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	
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Universal Branch Code		Bank Account Number	
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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
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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	YES <input type="radio"/> NO <input type="radio"/>
<p>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.</p> <p>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.</p>	
FIRST TIME SUPPLIER	YES <input type="radio"/> NO <input type="radio"/>
<p>A supplier that we haven't as yet Traded within Transnet and will be registered via our database for the 1st time.</p>	
SUPPLIER DEVELOPMENT PLAN	YES <input type="radio"/> NO <input type="radio"/>
<p>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.).</p>	
DEVELOPMENT PLAN DOCUMENT	YES <input type="radio"/> NO <input type="radio"/>
<p>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.</p>	<p>*If Yes- Attach supporting documents</p>
ENTERPRISE DEVELOPMENT BENEFICIARY	YES <input type="radio"/> NO <input type="radio"/>
<p>A supplier that is not as yet in our value chain that we are assisting in their developmental area.</p>	
SUPPLIER DEVELOPMENT BENEFICIARY	YES <input type="radio"/> NO <input type="radio"/>
<p>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.)</p>	

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 A supplier that isn't in our value chain as yet, but we have assisted them with an ED intervention	YES <input type="radio"/> NO <input type="radio"/>

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 Designated Groups”	Black Designated Groups means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (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; (d) Black people living in rural and underdeveloped areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”
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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"	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

	<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>
<p>Definition of “Black Designated Groups”</p>	<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:

THE REFURBISHMENT OF 06 TOULON ROAD BUILDING AT BAYHEAD PRECINCT IN THE PORT OF DURBAN FOR A PERIOD OF SIX (6) MONTHS

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

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

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

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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



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

Signature(s)

Name(s) **XXX**

Capacity **XXX**

**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	<i>(Insert name and address of organisation)</i>	Transnet SOC Ltd
Name & signature of witness	_____	_____
Date	_____	_____

C1.2 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
		B: Priced contract with bill of quantities
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		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)	TBA
	Address	237 Mahatma Gandhi Road Queens Warehouse Durban 4001
	Tel	TBA
	e-mail	TBA
10.1	The <i>Supervisor</i> is: (Name)	TBA
	Address	237 Mahatma Gandhi Road Queens Warehouse Durban 4001
	Tel No.	TBA
	e-mail	TBA
11.2(13)	The <i>works</i> are	The Refurbishment of 06 Toulon Building Road at Bayhead Precinct in the Port of Durban for a period of six (6) months.

11.2(14)	The following matters will be included in the Risk Register	<ol style="list-style-type: none"> 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.
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	12 June 2024
30.1	The <i>access date</i> is	26 February 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	12 March 2024

32.2 The *Contractor* submits revised programmes at intervals no longer than **Two (2) weeks.**

4 Testing and Defects

42.2 The *defects date* is **Fifty-two (52) weeks after Completion of the whole of the works.**

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

5 Payment

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

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

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

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

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

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

The *Contractor* provides these additional Insurances

1 Where the contract requires that the design of any part of the *works* shall be provided by the *Contractor* the *Contractor* shall satisfy the *Employer* that professional indemnity insurance cover in connection therewith has been affected

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

5 The insurance coverage referred to in 1, 2, 3, 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 in accordance with SANS 1200 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

	The person or organisation who will choose an arbitrator	The Chairman of the Association of Arbitrators (Southern Africa)
	- if the Parties cannot agree a choice or	
	- if the arbitration procedure does not state who selects an arbitrator, is	
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	R7 000,00 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 free amount is	Nil
	The retention percentage is	10% on all payments certified.
X18	Limitation of liability	

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

Z Additional conditions of contract are:

Z1 Obligations in respect of Job Creation It will be a material term of this contract that the *Contractor* must contribute to the *Employer's* job-creation objectives as set out in Returnable Schedule T2.2-21.

Z1.1

Z1.2

The *Contractor's* undertaking as to the number of new jobs created due to the award of this contract as set out in Returnable Schedule T.2.2-21 will constitute a binding agreement throughout the duration of the contract until Completion, if not, it will be deemed that the *Contractor* has failed in full to meet this specific material term of the contract, which may constitute a reason for termination.

Z1.3

The *Contractor* shall provide to the *Employer*, on a monthly basis or upon receiving an instruction to do so by the *Project Manager*, any documentation and/or evidence required by the *Employer*, which in the *Employer's* opinion would be necessary to verify whether the *Contractor* has maintained the job-creation undertaking as stipulated in Returnable Schedule T.2.2-21 The *Contractor* shall provide the said documentation and/or evidence within the period stated or as instructed. The



provision of the documentation and/or evidence shall not constitute a compensation event.

Z2 Additional clause relating to Performance Bonds and/or Guarantees

Z2.1 The Performance Guarantee under X13 above shall be an irrevocable, on-demand performance guarantee, to be issued exactly in the form of the Pro Forma documents provided for this purpose under C1.3 (Forms of Securities), in favour of the *Employer* by a financial institution reasonably acceptable to the *Employer*.

Z3 Additional clauses relating to Joint Venture

Z3.1 Insert the additional core clause 27.5

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

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



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

which and manner whereby this will be provided and/or guaranteed by the constituents from time to time;

- v. the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.**

Z3.2

Insert additional core clause 27.6

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

Z4 Additional obligations in respect of Termination

Z4.1

The following will be included under core clause 91.1:

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

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

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

Z5.2 Termination Table

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

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

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

Z6 Right Reserved by the Employer to Conduct Vetting through SSA

Z6.1

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

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



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

Z7 Additional Clause Relating to Collusion in the Construction Industry

Z7.1

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.

Z8 Protection of Personal Information Act

Z8.1

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.

Z9 The first *assessment interval*

Z9.1

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 SSSC	The percentage for design overheads is	%	
63 in SSSC	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 SSSC	The percentage for people overheads is:	%		
21 in SSSC	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 SSSC	The rates of other Equipment are:	Equipment	Size or capacity	Rate
61 in SSSC	The hourly rates for Defined Cost of design outside the Working Areas are	Category of employee		Hourly rate
62 in SSSC	The percentage for design overheads is	%		

TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2023/09/0013/41555/RFP

DESCRIPTION OF THE WORKS: THE REFURBISHMENT OF 06 TOULON ROAD BUILDING AT BAYHEAD PRECINCT IN THE PORT OF DURBAN FOR A PERIOD OF SIX (6) MONTHS

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/2023/09/0013/4155/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 _____ on _____ day of _____ 201_
at _____ this _____

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

C2.2 Bills of Quantities

PART 2: PRICING DATA

Document reference	Title	No of pages
	This Cover Page	1
C2.1	Pricing Instruction: Option B	3
C2.2	The <i>bill of quantities</i>	26
	Total Number of pages	30

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	(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.
	1.1.2	(22) Defined Cost is the cost of the components in the Shorter Schedule of Cost Components whether work is subcontracted or not excluding the cost of preparing quotations for compensation events. (28) The Price for Work Done to Date is the total of <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.

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

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

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

1.2. Function of the Bill of Quantities

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

1.3. Guidance before pricing and measuring.

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

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

The NEC approach to the P & G bill assumes use will be made of method related charges for Equipment

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

2. Measurement and payment

2.1. Symbols

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

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

TRANSNET NATIONAL PORTS AUTHORITY
TENDER NUMBER : TNPA/2023/09/0013/41555/RFP
DESCRIPTION OF THE WORKS: REFURBISHMENT OF 06 TOULON ROAD BUILDING AT BAYHEAD PRECINT IN THE PORT OF DURBAN

Description	Uom	Quantity	Rate	Amount
<u>SECTION NO. 1 : PRELIMINARIES</u>				
<u>BILL NO.1 : PRELIMINARIES</u>				
<u>Preambles</u>				
Fixed preliminary items will be valued and paid on a proven cost basis.				
Time related preliminary items may relate to fixed preliminary items and items not listed and expressed as a sum and will be pro-rated against value of construction items completed.				
<u>Fixed Preliminary Items</u>				
1	Contractual requirements, sureties & insurance	Sum	1	
2	Underground testing as per Works Information (WI)	Sum	1	
	Establishment of facilities on site			
3	Offices for Engineer & staff and notice board	Sum	1	
	Facilities for the Contractor			
4	a) Offices & storage sheds	Sum	1	
5	b) Workshops	Sum	1	
6	e) Ablution & latrine facilities	Sum	1	
7	f) Tools & equipment	Sum	1	
8	g) Water supplies, electric power & communications	Sum	1	
9	h) Dealing with water & dust	Sum	1	
10	l) Access	Sum	1	
11	j) Plant	Sum	1	
	Other fixed-charge obligations			
11	Health and safety	Sum	1	
12	Environmental	Sum	1	
13	Setting out	Sum	1	
14	Security	Sum	1	
15	Dealing with traffic	Sum	1	
16	As-built surveys	Sum	1	
17	Removal of site establishment	Sum	1	
	Time Related Preliminary Items			
18	Time related obligations	Sum	1	
	Carried to Final Summary			

Description	Uom	Quantity	Rate	Amount
SECTION NO. 2 : REFURBISHMENT OF 06 TOULON ROAD BUILDING				
BILL NO. 1: ALTERATIONS				
PREAMBLES				
The Contractor is Referred to the relevant Clauses in the separate document Model Preambles for Trades (2008 Edition) and to the Supplementary Preambles which are incorporated in this Bill				
SUPPLEMENTARY PREAMBLES				
<u>View site</u>				
Before submitting his tender the contractor shall visit the site and satisfy himself as to the nature and extent of the work to be done and the value of the materials contained in the buildings or portions of the buildings to be demolished. No claim for any variations of the contract sum in respect of the nature and extent of the work or of inferior or damaged materials will be entertained				
<u>General</u>				
The contractor shall carry out the whole of the works with as little mess and noise as possible and with a minimum of disturbance to adjoining premises and their tenants. He shall provide proper protection and provide, erect and remove when directed, any temporary tarpaulins that may be necessary during the progress of the works, all to the satisfaction of the Project Manager				
Doors, fanlights, fittings, frames, linings, etc. which are to be re-used shall be thoroughly overhauled before refixing including taking off, easing and rehangng, cramping up, re-wedging as required and making good cramps, dowels, etc., and easing, oiling, adjusting and repairing ironmongery as necessary, replacing any glass damaged in removal or subsequently and stopping up all nail and screw holes with tinted plastic wood to match timber, unless otherwise				
Prices for taking out of doors, windows, etc. shall include for removal of all beads, architraves, ironmongery, etc.				
Prices for taking out and removing doors and frames shall include for removing door stops, cabin hooks, etc. and making good floor and wall finishes to match existing				
With regard to building up of openings in existing walls, cement screeds and paving's, granolithic, tops of walls, etc, shall be levelled and prepared for raising of brickwork				
With regard to building up of openings in existing walls, cement screeds and paving's, granolithic, tops of walls, etc, shall be levelled and prepared for raising of brickwork				
All demolition and removed work shall be deemed to include cartaway from site to a dumping site located by the contractor				
REMOVAL OF EXISTING WORK				
1	Remove extractor fan and covers	No	6	
<u>Removal of asbestos sheets</u>				
2	On walls	m ²	1700	
<u>Remove precast fence</u>				
3	2100mm High precast fence with poles	m	210	
<u>Removal of structural steel</u>				
4	On wall girths	No	5	
5	Steel bracing	No	24	
6	Sag bar	No	1	
7	Mounted steel structure within the building	m	55	
Carried forward				

TRANSNET NATIONAL PORTS AUTHORITY
TENDER NUMBER : TNPA/2023/09/0013/41555/RFP
DESCRIPTION OF THE WORKS: REFURBISHMENT OF 06 TOULON ROAD BUILDING AT BAYHEAD PRECINT IN THE PORT OF DURBAN

	Description	Uom	Quantity	Rate	Amount
	Brought forward				
8	4000mm High steel post	No	12		
11	Timber single door and frame not exceeding 2,5m²	No	20		
12	Timber single door and frame exceeding 2,5m²	No	4		
13	Glazed timber window not exceeding 2,5m²	No	15		
14	Glazed timber window exceeding 2,5m² and not exceeding 5m²	No	9		
15	Roller shutter door 5500 x 7000mm high	No	3		
	<u>Taking down and removing roofs, floors, panelling, ceilings, partitions, etc</u>				
16	Pitched roof 80 000 x 20 000 x 2000mm high overall, of steel trusses and purlins, asbestos sheet steel covering, insulation, ceilings and cornices, eaves soffit covering, fascias, barge boards, gutters and rainwater pipes	No	1		
17	Gypsum plasterboard ceilings, including cornices, timber bandering, etc	m²	600		
18	Drywall partitions 2700mmm high, including doors, glazed borrowed lights, etc	m²	351		
19	Removal of 5000 x 5000mm carport	No	1		
20	Taking out and removing sundry joinery work, fittings, etc				
21	Timber skirtings	m	290		
22	Timber sink cupboard ? x ? x ?mm high, including sink and disconnecting waste pipe (new trap and connecting to new waste pipe elsewhere)	No	2		
23	Taking out/off and removing sundry metalwork				
24	Steel staircase comprising two flights and one landing, including supporting columns, balustrades, etc	No	1		
	<u>Hacking up/off and removing ceramic tiles including removing mortar bed or adhesive from concrete or brickwork and preparing surfaces for new screed, plaster, tile finish, etc</u>				
25	Tiles to floors	m²	500		
26	Tiles to walls	m²	150		
27	Tile skirtings 90mm high	m²	120		
	<u>Taking out and removing piping, sanitary fittings, etc, including cutting off as necessary, disconnecting piping from fittings and making good floor and wall finishes (making good tiling and paintwork elsewhere)</u>				
28	Vitreous China wash hand basin, including short lengths of piping, etc	No	10		
29	Vitreous China WC pan with cistern, including short lengths of piping, etc	No	8		
30	Vitreous China wall hung urinal with flush valve, including short lengths of piping, etc	No	3		
	Carried to Section Summary				R -

Description	Uom	Quantity	Rate	Amount
SECTION NO. 2 : REFURBISHMENT OF 06 TOULON ROAD BUILDING				
<u>BILL NO. 2: EARTHWORKS</u>				
<u>PREAMBLES</u>				
The Contractor is Referred to the relevant Clauses in the separate document Model Preambles for Trades (2008 Edition) and to the Supplementary Preambles which are incorporated in this Bill				
<u>SUPPLEMENTARY PREAMBLES</u>				
<u>Carting away of excavated material</u>				
Descriptions of carting away of excavated material shall be deemed to include loading excavated material onto trucks directly from the excavations or, alternatively, from stock piles situated on the building site				
<u>Filling</u>				
Notwithstanding the reference to prescribed multiple handling in clause 1 page 6 of the Standard System of Measuring Building Work, prices for filling and backfilling shall include for all selection and any necessary multiple handling of material				
<u>DEMOLITIONS ETC</u>				
<u>Taking down and removing</u>				
Precast panel fence 1,8m high with precast reinforced posts	m	3575		
<u>Demolishing and removing</u>				
Demolish 6.5m x 3.3m x 3.3m adjoining building and dispose rubble	No	1		
Demolish 10m x 8m 3.3m adjoining building and dispose rubble	No	1		
Demolish Interior brick walls and dispose rubble 3m x 3.3m x 0.22m	No	1		
Demolish interior office/room and dispose rubble (8.4m x 2.4m x 3.2m)	No	1		
Demolish Interior brick walls and dispose rubble (2.4m x 3.2m x 0.22m)	No	1		
Demolish wash bay and dispose rubble (2.5m x 1.8m x 2m)	No	1		
Carried to Section Summary				

Description	Uom	Quantity	Rate	Amount
<u>SECTION NO. 2 : REFURBISHMENT OF 06 TOULON ROAD BUILDING</u>				
<u>BILL NO. 2: PRECAST CONCRETE</u>				
<u>PREAMBLES</u>				
The Contractor is Referred to the relevant Clauses in the separate document Model Preambles for Trades (2008 Edition) and to the Supplementary Preambles which are				
<u>SUPPLEMENTARY PREAMBLES</u>				
<u>Sizes</u>				
Blocks, sills, etc measured linear shall be made in suitable lengths. Large size setting out drawings shall be prepared where necessary and submitted to the principal agent for approval before moulds are made				
<u>PRECAST CONCRETE SLABS ETC</u>				
<u>Precast concrete left rough from the mould including bedding, jointing and pointing</u>				
1	100mm Thick duct cover slabs in suitable lengths, closely butted at ends including bedding edges along both sides (reinforcement elsewhere)	m	17	
Carried to Section Summary				

Description	Uom	Quantity	Rate	Amount
<u>SECTION NO. 2 : REFURBISHMENT OF 06 TOULON ROAD BUILDING</u>				
<u>BILL NO. 6: ROOF COVERING</u>				
PREAMBLES				
The Contractor is Referred to the relevant Clauses in the separate document Model Preambles for Trades (2008 Edition) and to the Supplementary Preambles which are incorporated in this Bill				
<u>SUPPLEMENTARY PREAMBLES</u>				
Contractor to provide a sample of the product and fixing details for approval prior to any commencement of work				
All items must be in accordance with drawing no(2088053-0-100--A-LA-002-01-00-TD)				
<u>ROOF, ETC.</u>				
<u>TROUGHED METAL SHEETING AND ACCESSORIES</u>				
<u>0,9mm 'Hallett's Aluminium Hulaspan BR7 Profile' Roof sheeting and accessories, with stucco embossed PVDF finish (Colour Metallic Silver) on external face and standard backing coat on internal face, fixed to steel purlins or cladding rails in single lengths all in strict accordance with the manufacturer's instructions:</u>				
1	Roof covering in either single or multiple sheets within the existing sheeted roof with pitch not exceeding 25 degrees, in single lengths not exceeding 20m and profiled on site, including loosening and refixing adjacent sheets, and flashings etc as necessary and replastering fasteners etc. And taking care not to damage the existing insulation under the roof sheet.	m ²	1700	
2	Side cladding in either single or multiple sheets within the existing clad side, in single lengths not exceeding 20m and profiled on site, including loosening and refixing adjacent sheets, and flashings etc as necessary and replastering fasteners etc.	m ²	1500	
3	Barge flashing 600mm girth, seven times bent along girth and notched on site to suit roof profile.	m	95	
Carried to Section Summary				

Description	Uom	Quantity	Rate	Amount
<u>SECTION NO. 2 : REFURBISHMENT OF 06 TOULON ROAD BUILDING</u>				
<u>BILL NO. 7: CARPENTRY AND JOINERY</u>				
<u>PREAMBLES</u>				
The Contractor is Referred to the relevant Clauses in the separate document Model Preambles for Trades (2008 Edition) and to the Supplementary Preambles which are incorporated in this Bill				
<u>SUPPLEMENTARY PREAMBLES</u>				
<u>Fixing</u>				
Items described as "nailed" shall be deemed to be fixed with hardened steel nails or pins, or to be shot-pinned, to brickwork or concrete				
Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 500mm centres, and where described as "bolted", the bolts have been given elsewhere				
<u>Joinery</u>				
Descriptions of frames shall be deemed to include frames, transoms, rails, etc				
Descriptions of hardwood joinery shall be deemed to include sinking and pelleting heads and nuts of bolts				
<u>SKIRTINGS</u>				
<u>Wrought meranti</u>				
1	m	600		
22 x 69mm Skirtings, nailed				
<u>DOORS ETC</u>				
<u>FRAMED WROUGHT HARDWOOD DOORS, ETC.</u>				
2	No.	21		
40mm Semi-Solid core flush panel door with commercial veneer both sides. 929 x 2125 mm high with door grille to model aluminium door grille.				
<u>FITTINGS: CUPBOARDS TO KITCHENS, ETC.</u>				
<u>Kitchen cupboards with 'Union' hinges , flat bar handles as per 'Gelmar' code 8234, telescopic drawer slides with 16mm gloss white board doors with backing and impact edging all round</u>				
3	No	1		
Floor cupboard overall size 1500 x 600 x 2400mm high with top, sides, bottom, division, shelf, back and double hinged doors, necessary framework				
4	No	1		
Wall cupboard overall size 3000 x 450 x 600mm high with top, sides, bottom, division, shelf, back and double hinged doors, necessary framework				
5	No	1		
Wall cupboard overall size 1200 x 450 x 600mm high with top, sides, bottom, division, half, back and double hinged doors, necessary framework				
6	No	1		
L-Shaped wall cupboard, overall size 5600 x 450 x 600mm high with top, sides, bottom, division, shelf, back and double hinged doors, necessary framework				
<u>Kitchen cupboards with 'Union' hinges , flat bar handles as per 'Gelmar' code 8234, telescopic drawer slides with 16mm gloss white board doors with backing and impact edging all round fitted with and including 20mm 'Caesar Stone' ' 5031 Statuario Maximus Quartz' with all exposed edges and surfaces polished</u>				
7	No	1		
L-Shaped floor cupboard including quartz, overall size 5600 x 600 x 900mm high with top, sides, bottom, division, shelf, back and double hinged doors, necessary framework				
Carried forward				

	Description	Uom	Quantity	Rate	Amount
	Brought forward				
8	L- Shaped floor cupboard including quartz, overall size 4500 x 600 x 900mm high with top, sides, bottom, division, shelf, back and double hinged doors, necessary framework and drawers	No	1		
9	Floor cupboard including quartz, overall size 3000 x 600 x 900mm high with top, sides, bottom, division, shelf, back and double hinged doors, necessary framework and drawers	No	1		
10	Sink cupboard including quartz, overall size 4400 x 600 x 900mm high with top, sides, bottom, division, shelf, back and double hinged doors, necessary framework and drawers (under counter sink elsewhere) Sink counter quartz to be shaped to drain into undercounter sink	No	1		
	Carried to Section Summary				

Description	Uom	Quantity	Rate	Amount
SECTION NO. 2 : REFURBISHMENT OF 06 TOULON ROAD BUILDING				
BILL NO. 8: CEILING, PARTITIONS AND ACCESS FLOORING				
PREAMBLES				
The Contractor is Referred to the relevant Clauses in the separate document Model Preambles for Trades (2008 Edition) and to the Supplementary Preambles which are incorporated in this Bill				
SUPPLEMENTARY PREAMBLES				
<u>Fixing</u>				
Items described as "nailed" shall be deemed to be fixed with hardened steel nails or pins, or to be shot-pinned, to brickwork or concrete				
Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 500mm centres, and where described as "bolted", the bolts have been given elsewhere				
SUSPENDE CEILINGS				
<u>1200 x 600 x 6mm 'Pelican - Econocal' ceiling tiles layed in and including pre-painted exposed suspension grid system with shadow line cornice fixed at 400mm centres with main tees at 1200mm centres and cross tees at 600mm centres including hangers, necessary hold-down clips and wedges, etc.</u>				
1	Suspended ceiling tiles and grid not exceeding 1m fixed to timber rafters at 1200mm centres	m ²	800	
<u>1200 x 600mm Pre-painted exposed suspension grid system with shadow line cornice fixed at 400mm centres with main tees at 1200mm centres and cross tees at 600mm centres including hangers, necessary hold-down clips and wedges, etc.</u>				
2	Ceiling grid only in patches fixed to timber trusses at 1200mm centres	m ²	700	
DRYWALL PARTITIONS				
<u>Drywall Partition System comprising aluminium ceiling channel, 52mm floor track and 51mm vertical studs at 600mm centres, friction fitted, or riveted to ceiling channel and floor tracks with similar additional vertical studs as necessary at corners ends etc. and covered both sides with 12.5mm Gypsum Tapered Edge Wallboard screwed to studding with 25mm drywall screws at maximum 220mm centres. Boards are to be butt joined and tapered edges fitted with 50mm wide self-adhesive and finished with jointing compound. Intersections and abutments are measured separately and descriptions shall be deemed to include any additional studs, corner beads, jointing compound, tape, etc</u>				
3	Partitions 2.72m high with bottom track plugged and top track fixed to suspended ceiling tees	m	145	
4	Extra over partition 2.72m high for vertical abutment	No	11	
5	Extra over partition 2.72m high for corner	No	14	
6	Extra over partition 2.72m high for T-intersection	No	19	
<u>Extra over partitions for 40mm solid flush doors 813 x 2032mm veneer on both sides and hardwood edge strips to vertical edges, hung to and including standard pressed steel door frame with one pair of 100mm steel hinges to each hanging stile, including additional studding, trimming, etc. to partitions</u>				
7	Door, size 849 x 2072mm high	No	20	
8	Double door, size 1650 x 2090mm high	No	3	
Carried to Section Summary				R -

Description	Uom	Quantity	Rate	Amount
<u>SECTION NO. 2 : REFURBISHMENT OF 06 TOULON ROAD BUILDING</u>				
<u>BILL NO. 9: FLOOR COVERINGS, WALL LININGS, ETC</u>				
<u>PREAMBLES</u>				
The Contractor is Referred to the relevant Clauses in the separate document Model Preambles for Trades (2008 Edition) and to the Supplementary Preambles which are incorporated in this Bill				
<u>SUPPLEMENTARY PREAMBLES</u>				
<u>Fixing</u>				
<u>Floor coverings, wall linings, etc. shall, where applicable, be fixed with adhesive as recommended by the manufacturers of the flooring, linings, etc.</u>				
<u>FLOOR COVERINGS, ETC.</u>				
<u>500 x 500mm 'Floornet' 'Coastline-Grey Black 10' installed in accordance with the manufacturer's instructions and specifications</u>				
1	On floors in offices	m ²	800	
2	Prepare the floor and apply two coats of grey non-slip epoxy floor finishing for warehouse space/area	m ²	1700	
Carried to Section Summary				

Description	Uom	Quantity	Rate	Amount
SECTION NO. 2 : REFURBISHMENT OF 06 TOULON ROAD BUILDING				
BILL NO. 10: IRONMONGERY				
<u>PREAMBLES</u>				
The Contractor is Referred to the relevant Clauses in the separate document Model Preambles for Trades (2008 Edition) and to the Supplementary Preambles which are incorporated in this Bill				
<u>SUPPLEMENTARY PREAMBLES</u>				
<u>Proprietary items</u>				
<u>Where applicable the manufacturers' names or product catalogue titles are given in sub-headings preceding the items</u>				
<u>Prices are to be based on the specific products/articles specified. If tenderers wish to offer alternative products/articles for certain items, these items are to be clearly marked and the alternative specification given with supporting brochures etc. clarifying the features of the products/articles offered</u>				
<u>HINGES, BOLTS, ETC.</u>				
1		30 X 200 x 1mm Stainless steel push plate with DPH 301 C fitted to architect approval on 150 x 150 x 0.9mm grade 304 stainless steel plate back plate (D2, D4, D5)	No	25
2		1.5 Pair DBB-SS-009, 102 x 75 3mm stainless steel two ball bearing butt hinge	No	25
3		1.0 Each TS83/BC/EN2-6 parallel arm closer- push side fitting with 1.0 set PHB 300/3204 series 2 point (top to bottom) locking panic touch bar for door leaf up to 1000mm wide maximum door height 3200mm	No	25
4		250 x 33mm Stainless steel hinge	No	25
<u>LOCKS</u>				
5		1.5 Pair- DBB-SS-009, 102 x 75 x 3mm Stainless steel two ball bearing butt hinge 1.0 each TS73N/EN3-4 door closer with standard arm -delayed closing and 2.0 each stainless steel GR316 kick plate 900 x 0.9mm 929	No	25
6		1.0 Each DHC-SS-013B stainless steel hat and coat hook with rubber buffer	No	25
7		1.0 Each TS83 BC/EN2-6 Standard arm door closer-pull side fittings inclusive with DDS-SS-017 stainless steel floor stop	No	25
<u>HANDLES</u>				
8		1.0 Each DDS-SS-017 stainless steel floor stop including 1.0 each DSS2 "Female" pictogram on 76mm diameter stainless steel plate 1D4 and 1.0 each DHC-SS-031B stainless steel hatand coat hook with rubber buffer	No	25
<u>BATHROOM FITTINGS</u>				
9		Chromium plated stainless steel towel ring	No	6
10		Chromium plated stainless steel toilet roll holder, plugged	No	6
Carried to Section Summary				

Description	Uom	Quantity	Rate	Amount
<u>SECTION NO. 2 : REFURBISHMENT OF 06 TOULON ROAD BUILDING</u>				
<u>BILL NO. 11: METALWORK</u>				
<u>PREAMBLES</u>				
The Contractor is Referred to the relevant Clauses in the separate document Model Preambles for Trades (2008 Edition) and to the Supplementary Preambles which are incorporated in this Bill				
<u>SUPPLEMENTARY PREAMBLES</u>				
<u>Descriptions of bolts, anchors, etc.</u>				
Descriptions of bolts shall be deemed to include nuts and washers				
Aluminium doors, windows, etc.				
Doors and windows shall comply with AAAMSA design criteria				
Glazing shall comply with SAGGA regulations. Glass shall be type ? laminated performance glass as shown on the window schedules/drawings appended to these bills of quantities (as described in the headings to window descriptions?). Glass thickness shall comply with SAGGA regulations irrespective of thicknesses shown on the schedules/drawings				
Shopfronts shall be systems as supplied by wispeco aluminium systems. Manufacture shall be in accordance with the manuals as provided by wispeco aluminium systems				
Shopfronts, lobby screens, etc. shall be of toughened glass "frameless" construction with natural anodised aluminium top and bottom rails, (and reinforced with ?mm wide toughened glass fins behind butt joints including brackets at top and bottom?), with patch fittings and with glass edges at butt joints polished and sealed with silicon sealant				
All in accordance with drawing no (2088053-0-100-A-SC-0001-01-00-TD) and (2088053-0-175-A-SC-0001-01-00-TD)				
Shopfront systems as per wispeco aluminium systems, and manufacture shall be in accordance with the manuals as provided by wispeco systems				
All ironmongery as supplied by wispeco aluminium systems				
Contractor is responsible for supply and installation of all windows and shopfronts to be affiliated with aaamsa.wind loading to be assumed at 2000kpa.				
Supplier to measure opening prior to fabrication				
Safety glass to all windows over 1sqm, glazing to be carried out in accordance with sabs 0137, systems shall meet or exceed the requirements of aaamsa and design loadings determination by sabs 0160 for this application.				
<u>STEEL HANDRAILS</u>				
<u>GALVANISED STEEL HANDRAILS</u>				
<u>Welded handrails to walls</u>				
1	Hollow section rails	m	15	
Carried forward				

Description	Uom	Quantity	Rate	Amount
Brought forward				
<u>STEEL GATES, SCREENS, ETC</u>				
<u>GALVANISED STEEL GATES, SCREENS, ETC</u>				
1 Double gate hollow section frame hollow section horizontal middle rail, filled in with hollow section vertical bars at 50mm centres and fitted with a pair of suitable hinges welded to post and with ears for padlock	No	2		
2 Galvanised stainless steel burglar bars at all windows, to be painted as per the requested colour	Sum	1		
<u>DOOR FRAMES, DOORS, WINDOWS, ETC</u>				
3 Double and rebated frames suitable for half brick one brick walls with two 100mm brass butt hinges per door and window leaf and two 75mm brass butt hinges per fanlight	Sum	1		
<u>STEEL ROLLER SHUTTERS ETC</u>				
<u>Galvanised steel roller shutters with 76mm slats (18kg/m²), fixed to brickwork or concrete</u>				
4 Chain operated slatted roller shutter for 6000 x 7000mm high opening	No	3		
Carried to Section Summary				

Description	Uom	Quantity	Rate	Amount
SECTION NO. 2 :REFURBISHMENT OF 06 TOULON ROAD BUILDING BILL NO. 12: PLASTERING				
<u>PREAMBLES</u>				
The Contractor is Referred to the relevant Clauses in the separate document Model Preambles for Trades (2008 Edition) and to the Supplementary Preambles which are incorporated in this Bill				
<u>SUPPLEMENTARY PREAMBLES</u>				
<u>GRANOLITHIC</u>				
<u>Method</u>				
The method to be used shall be either the monolithic method or the bonded method				
Preparation				
For granolithic applied monolithically, the concrete floor shall be swept clean after bleeding of the concrete has ceased and the slab has begun to stiffen; any remaining bleed water shall be removed and the granolithic applied immediately thereafter. For granolithic to be bonded to the floor slab after it has hardened, the slab surface shall be hacked (preferably by mechanical means) until all laitance, dirt, oil, etc. is dislodged and swept clean of all loose matter. The slab shall then be wetted and kept damp for at least six hours before applying the granolithic				
<u>Laying</u>				
Monolithic granolithic shall be applied to the partially set slab and thoroughly compacted and lightly wood floated to the required levels				
Bonded granolithic shall be applied to the slab after applying a 1:1 sand-and-cement slurry brushed over the surface and allowed to partially set before applying the granolithic. The granolithic shall be thoroughly compacted and lightly wood floated to the required levels				
<u>SCREEDS</u>				
<u>30mm Thick Cement plaster screeds wood floated for tiles, on concrete</u>				
1 30mm Thick screed	m ²	1600		
<u>Prepare the floor and apply two coats of grey non-slip epoxy floor finishing for warehouse space/area</u>				
2 On floors	m ²	1600		
Carried to Section Summary				

Description	Uom	Quantity	Rate	Amount
SECTION NO. 2 : REFURBISHMENT OF 06 TOULON ROAD BUILDING				
BILL NO. 13: TILING				
PREAMBLES				
The Contractor is Referred to the relevant Clauses in the separate document Model Preambles for Trades (2008 Edition) and to the Supplementary Preambles which are incorporated in this Bill				
SUPPLEMENTARY PREAMBLES				
<u>Fixing</u>				
Unless described as "fixed with adhesive to plaster (plaster elsewhere)" descriptions of tiling on brick or concrete walls, columns, etc. shall be deemed to include 1:4 cement plaster backing and descriptions of tiling on concrete floors etc. shall be deemed to include 1:3 plaster bedding				
Tiling described as "fixed with adhesive on power floated concrete" shall be deemed to include for approved tiling key-coat				
Ceramic, porcelain, marble and granite tiles are to be fixed and grouted with suitable adhesives and grouts products				
WALL TILING				
<u>600 x 600mm Ital tile CTL 1081 Baltimore Cenizo Matt Glazed first grade pei 5 heavy duty commercial tile including grouted, dove grey tiles to be installed with porcelain GR1 adhesive, waterproofed using conflux and membrane water proofing</u>				
1	On walls	m ²	350	
FLOOR TILING				
<u>600 x 600mm Baltimore Cenizo matt glazed ceramic floor tiles fixed with adhesive to screed (screed elsewhere) and flush pointed with tinted waterproof grout</u>				
2	On floors	m ²	220	
SUNDRIES				
<u>Aluminium edge trim to wall edge etc</u>				
3	Corner edge trim protectors	m	113	
Carried to Section Summary				

Description	Uom	Quantity	Rate	Amount
<u>SECTION NO. 2 : REFURBISHMENT OF 06 TOULON ROAD BUILDING</u>				
<u>BILL NO. 14: PLUMBING AND DRAINAGE</u>				
<u>PREAMBLES</u>				
The Contractor is Referred to the relevant Clauses in the separate document Model Preambles for Trades (2008 Edition) and to the Supplementary Preambles which are incorporated in this Bill				
<u>SUPPLEMENTARY PREAMBLES</u>				
<u>uPVC pipes and fittings</u>				
<u>Sewer and drainage pipes and fittings shall be jointed and sealed with butyl rubber rings</u>				
<u>Soil, waste and vent pipes and fittings shall be solvent weld jointed or sealed with butyl rubber rings</u>				
<u>SUBSOIL DRAINAGE</u>				
1	Excavation in earth not exceeding 1m deep for pipe trenches	m ³	35	
2	Backfilling to pipe trenches	m ³	10	
3	Crushed stone encasing to pipe	m ³	14	
<u>Slotted uPVC flexible drainage pipes</u>				
4	110Ømm Pipes laid in stone encasing	m	70	
5	Extra over slotted uPVC flexible drainage pipe fittings			
6	100Ømm Bend	No	11	
7	100Ømm Junction	No	6	
<u>uPVC gulley's</u>				
8	450mm Gulley not exceeding 500mm deep	No	4	
<u>SANITARY FITTINGS</u>				
9	Complete system comprising of a semi recessed wash hand basin to fit a new bottle traps, each wash hand basin is to provide slotted basin waste 303 as per specification.	No	6	
10	Complete system comprising of a wall hung open rim pan. Back inlet 583 x 355mm with orchid toilet seat with floor bracket including fixing set. For use in 115mm, 230mm, and dry-walling and adjustable for paraplegic applications with junior flush master concealed flush valve , chrome including back entry, vandal resistance guide tube, push button assembly with push rod, capillary-reducing coupling, rubber pan connector, and captive linkage	No	8	
11	Complete system comprising of a wall hung paraplegic WC pan with cradle bracket and legs and double flap white epoxy painted wooden seat	No	1	
12	Complete system comprising of a wall-hung urinal with top inlet supplied with a 38mm chrome plated domical grating, a spreader (with 20mm diameter thread) and two hung brackets. 385mm x 380mm x 600mm with a junior flush master exposed flush valve, chrome includes a three quarter ball -o-stop control inlet, wall flange additional toilet piston screw, and non hold open feature.	No	2	
Carried forward				

TRANSNET NATIONAL PORTS AUTHORITY
TENDER NUMBER : TNPA/2023/09/0013/41555/RFP
DESCRIPTION OF THE WORKS: REFURBISHMENT OF 06 TOULON ROAD BUILDING AT BAYHEAD PRECINT IN THE PORT OF DURBAN

Description	Uom	Quantity	Rate	Amount
Brought forward				
13 Complete system comprising of a vandal proof shower head, single -function chrome including one and half bsp male inlet 10l/maximum flow restrictor, self cleaning spray nozzle, and minimum flow pressure	No	2		
14 Cobra concealed electronic-metering stop tap, chrome includes battery box, touch sensor, and valve assembly require 6 x penlight aa alkaline batteries	No	6		
15 Cobra' or any similar approved 401 basin set with star handles	No	6		
<u>SANITARY PLUMBING</u>				
<u>uPVC soil and vent pipes</u>				
16 50mm Pipes	m	50		
<u>Extra over uPVC soil and vent pipes for fittings</u>				
17 110mm Pan connector	No	4		
18 50mm Bend	No	15		
19 50mm Vent pipe	m	36		
20 100mm Access pipe	No	6		
21 110mm Reducing junction	No	5		
22 50mm Junction	No	20		
<u>TRAPS ETC</u>				
23 50mm 360 CP bottle trap	No	6		
<u>TAPS, VALVE, ETC</u>				
24 Vandaproof shower head, single-function chrome includes 1/2 bsp male inlet, 10l/maximum flow restrictor, self-cleaning spray nozzle, and maximum flow pressure 50 kpa	No	4		
25 Concealed electronic-metering stop tap, chrome including battery box (batteries not included), touch sensor, and valve assembly requires 6 x penlight alkaline	No	4		
<u>Class 1 copper pipes with capillary couplings</u>				
26 15mm Pipes	m	40		
<u>Extra over Class 1 copper pipes for capillary fittings</u>				
27 15mm Fittings	No	22		
28 15mm Elbow	No	20		
29 15mm Tee	No	17		
30 15mm Threaded union	No	13		
Carried to Section Summary				

Description	Uom	Quantity	Rate	Amount
SECTION NO. 2 : REFURBISHMENT OF 06 TOULON ROAD BUILDING				
BILL NO. 15: ELECTRICAL WORK				
PREAMBLES				
The Contractor is Referred to the relevant Clauses in the separate document Model Preambles for Trades (2008 Edition) and to the Supplementary Preambles which are incorporated in this Bill				
SUPPLEMENTARY PREAMBLES				
Distribution boards etc.				
Rates for distribution boards etc. are to include for bus bars, jumpers, neutral bars, internal wiring and connections, circuit identification markers, control gear labels, circuit legend cards and working drawings				
Switches, socket outlets, etc.				
Rates for switches, socket outlets, etc. are to include for screwing to outlet boxes, connecting up and cover plates				
Light fittings				
Rates for light fittings are to include for hanging, fixing and connecting and for lamp holders and fluorescent tubes and lamps of the type and wattage described				
Electrical, Lighting and Power.				
1		m ²	1700	
Design, supply and installation of Electrical, Lighting and Power system for the entire Clothing Store Facility in accordance with SANS 10142-1, the contractor shall carry out the designs in line with the design criteria. The allowance for this item shall include sizing and installation of UPS and standby generator and all the associated accessories as outlined on the enclosed Design Criteria				
2		m ²	1700	
Design, supply and installation of earthing and lighting protection system				
3		Sum	1	
Electrical Engineering Services Pertaining to Engineering Projects (Detailed Design and Documentation)				
4		Sum	1	
Testing and commissioning of the complete electrical installation in accordance with SANS 10142-1 and issuing of test certificates (COC, etc.)				
5		Sum	1	
Provision of As-built information in soft copy and hard copy as detailed in the scope of works.				
Carried to Section Summary				

Description	Uom	Quantity	Rate	Amount
<u>SECTION NO. 2 : REFURBISHMENT OF 06 TOULON ROAD BUILDING</u>				
<u>BILL NO. 16: MECHANICAL WORK</u>				
<u>PREAMBLES</u>				
The Contractor is Referred to the relevant Clauses in the separate document Model Preambles for Trades (2008 Edition) and to the Supplementary Preambles which are incorporated in this Bill				
<u>SUPPLEMENTARY PREAMBLES</u>				
<u>Specifications, drawings, etc:</u>				
Tenderers are referred to the specification accompanying these bills of quantities for the mechanical work, for the full descriptions of the following items which are to be read and priced in conjunction with the said specification				
<u>GUARANTEE AND MAINTENANCE</u>				
1	Guarantee and maintenance for the complete installation of mechanical equipment and systems including materials and workmanship for a period of TWELVE MONTHS after date of completion	Sum	1	
<u>DEMOLITION WORKS</u>				
2	The Contractor to allow for all costs associated with the demolition of existing mechanical plant	Sum	1	
<u>REMOVAL OF WASTE</u>				
3	Tenderer to allow for all costs associated with cleaning the site of all rubbish and waste caused by this contract	Sum	1	
<u>COMMISSIONING AND TESTING</u>				
4	Allow for testing and commissioning the entire Mechanical Installation as laid down in the specification as well as in compliance to the Plant manufacturer and for re-testing as may be required after the making good of all defective work to the satisfaction of the Employer's Engineer.	Sum	1	
<u>CERTIFICATE FOR COMPLIANCE AND APPROVALS</u>				
5	Provision for Compliance certificates including but not limited to SAQCC gas certificate, and ASIB compliance certificate to be issued on completion of the project. All drawings to be signed of by an ECSA registered professional engineer. Contractor to provide NATIONAL BUILDING REGULATIONS AND BUILDING STANDARDS ACT, 1977 (Act No. 103 of 1977) Form 2 and Form 4 sign offs for all works.	Sum	1	
<u>WORKSHOP DRAWINGS</u>				
6	Provision of complete Builders work layouts in PDF and native format. The drawings shall include all support details, positions of openings and power requirements. The Contractor shall complete the Builders work drawings after having done clash detection between all different services.	Sum	1	
<u>AS BUILT DRAWINGS</u>				
7	Provision of complete as built layouts in PDF and native format. The drawings shall include all the necessary details	Sum	1	
<u>RIGGING SCAFFOLDING</u>				
8	Provision of Rigging and Scaffolding for installation of equipment at high level.	Sum	1	
<u>OPERATION AND MAINTENANCE MANUALS</u>				
9	Provision of Operating and Maintenance Manuals as per the Technical Specification.	Sum	1	
Carried forward				

	Description	Uom	Quantity	Rate	Amount
	Brought forward				
	<u>TRAINING</u>				
10	Provision of training the Employer's staff on operation and maintenance of the mechanical equipment and systems.	Sum	1		
	<u>Professional Design</u>				
11	Provision of preparing desetailed designs of mechanical equipment and systems in line with latest SANS and municipal regulations and standards.	Sum	1		
	<u>Project Hand-over</u>				
12	Supply, Delivery, Installation and commissioning of Mechanical Systems	Sum	1		
	<u>HVAC System</u>				
13	Supply, deliver, install and commission the air conditioning and ventilation systems with all components and the necessary supports to hold the air conditioning and ventilation systems.	m ²	1660		
	<u>Fire Protection and Detection System As Per Design Drawings</u>				
14	Supply, deliver, install and commission the fire detection and protection systems, provide all emergency and fire signage as per SANS requirements and emergency evacuation layouts, together with all components and the necessary supports for complete fire detection and protection systems.	m ²	1660		
	<u>Internal Water Reticulation System As Per Design Drawings</u>				
15	Supply, deliver, install and commission the internal water reticulation system with all components and the necessary supports to hold the internal water reticulation system.	m ²	249		
	Carried to Section Summary				

Description	Uom	Quantity	Rate	Amount
SECTION NO. 2 : REFURBISHMENT OF 06 TOULON ROAD BUILDING				
BILL NO. 17: GLAZING				
PREAMBLES				
The Contractor is Referred to the relevant Clauses in the separate document Model Preambles for Trades (2008 Edition) and to the Supplementary Preambles which are incorporated in this Bill				
SUPPLEMENTARY PREAMBLES				
Float glass				
The term "float glass" is used for monolithic annealed glass				
Laminated glass				
TOPS, SHELVES, DOORS, MIRRORS, ETC				
Copper free mirror glazed in accordance with NBR silvered float glass copper backed mirrors with polished edges, fixed with double sided adhesive tape and silicone fixed with a mirror frame of 38 x 38mm par marine treated h/w, prepared, prime and painted mat black				
1	Mirror 500 x 1070mm high	No	7	
Carried to Section Summary				

Description	Uom	Quantity	Rate	Amount
SECTION NO. 2 : REFURBISHMENT OF 06 TOULON ROAD BUILDING				
BILL NO. 18: PAINTWORK				
PREAMBLES				
The Contractor is Referred to the relevant Clauses in the separate document Model Preambles for Trades (2008 Edition) and to the Supplementary Preambles which are incorporated in this Bill				
SUPPLEMENTARY PREAMBLES				
PREPARATORY WORK TO EXISTING WORK				
<u>Previously painted plastered surfaces</u>				
Surfaces shall be thoroughly washed down and allowed to dry completely before any paint is applied. Blistered or peeling paint shall be completely removed and cracks shall be opened, filled with a suitable filler and finished smooth				
Previously painted metal surfaces				
<u>Surfaces shall be thoroughly rubbed and cleaned down. Blistered or peeling paint shall be completely removed down to bare metal</u>				
PAINTWORK ETC TO NEW WORK				
<u>ON INTERNAL FLOATED PLASTER SURFACES</u>				
<u>One coat alkali resistant primer and two coats superior quality acrylic emulsion paint for interior and exterior use</u>				
Walls	m ²	3900		
<u>ON EXTERNAL FLOATED PLASTER SURFACES</u>				
<u>One coat alkali resistant primer and two coats premium quality polyurethane enamel paint</u>				
Walls	m ²	413		
<u>ON SMOOTH CONCRETE SURFACES</u>				
<u>One coat primer and two coats superior quality acrylic emulsion paint for interior and exterior use, including stopping blow holes</u>				
To underside of slab	m ²	350		
<u>ON BAGGED BRICKWORK OR CONCRETE SURFACES</u>				
<u>One coat alkali resistant primer and two coats PVA emulsion paint for interior use</u>				
On silt trap walls	m ²	5		
<u>ON METAL SURFACES</u>				
<u>One coat alkyd based zinc phosphate primer, one coat alkyd based universal undercoat and</u>				
356 x 406mm Steel Columns	No	47		
<u>ON WOOD SURFACES</u>				
<u>One coat primer, one coat alkyd based universal undercoat and two coats superior quality</u>				
Doors	m ²	49		
Carried to Section Summary				

Description	Uom	Quantity	Rate	Amount
SECTION NO. 2 : REFURBISHMENT OF 06 TOULON ROAD BUILDING				
BILL NO. 18: EXTERNAL WORK				
PREAMBLES				
The Contractor is Referred to the relevant Clauses in the separate document Model Preambles for Trades (2008 Edition) and to the Supplementary Preambles which are incorporated in this Bill				
SUPPLEMENTARY PREAMBLES				
Topsoil obtained from prescribed stock piles on site, including spreading and levelling				
ROADWORK, PARKING AREAS AND PAVING				
Bituminous premix road surfacing				
65-75mm Thick paving to parking areas, roadways, etc including bitumen spray to base	m ²	1974		
150 x 300mm High kerbs (SANS 927 fig 3) with 150 x 150 x 300mm unreinforced concrete haunching at back of each joint, circular on plan exceeding 4m radius, formed with straight kerbs, including excavation, backfilling, etc	m	322		
FENCING				
Invincible Clearvu or similar approved				
<u>Post shall be 2.7m long Cochrane Taper Locking Post. Post width shall be 85mm - tapering to 45mm with a depth of 85mm. Post shall include 'Locking Recess Mechanism' to secure panel edge. Post shall be sealed with a UV stabilized polymer cap. Post finish shall be galvanized, then Polymetric 6000 coated, including Panel shall be of 3.305m width and 2.1m in height. Panel aperture size (centres) shall be 76.2mm x 12.7mm. Wire diameter will be 3.5mm. The panel shall be reinforced with 4 x 50mm deep 'V' formation horizontal recessed bands (rigidity) Panel shall have 2 x 70° flanges along sides (internal fixtures- all fixtures shall be on the inside of fence line) Panel shall have 1 x 90° flange along top and 1 x 30° flange along toe (integrated rigid angle). Panel post shall have a flush panel post finish with no climbing aid. Panel shall be affixed to post over 48 line wires using 8 x Double bolt comb clamps and 8 x Single bolt comb clamps using 24 x Anti vandal bolts. Panel and fixtures shall be galvanized, then Polymetric 6000 coated. Provision for necessary support, excavations, concrete foundations, backfilling, etc</u>				
3305mm High fence	m	322		
3000mm High gate with all necessary accessories etc	No	2		
Carried to Section Summary				

Description	Uom	Quantity	Rate	Amount
SECTION NO. 2 : REFURBISHMENT OF 06 TOULON ROAD BUILDING				
BILL NO. 19: PROVISIONAL SUMS				
PREAMBLES				
The Contractor is Referred to the relevant Clauses in the separate document Model Preambles for Trades (2008 Edition) and to the Supplementary Preambles which are				
SUPPLEMENTARY PREAMBLES				
General				
Work for which budgetary allowances are provided and will be measured in accordance with the contract at rates (based on defined cost) agreed in terms of the contract following Project Managers Instruction (PMI) being issued. Payment of items will only be enforced once work is complete and Defect Free.				
BUDGETARY ALLOWANCES				
1	Item	1	R	50 000,00
Provide the sum of R 50,000.00 for temporary erecting and removal of signage				
2	Item	1	R	500 000,00
Provide the sum of R 500,000.00 for sundry builders work				
3	Item	1	R	70 000,00
Provide the sum of R 70,000.00 for the removal of park homes				
	Item	1	R	300 000,00
Provide a sum of Three Hundred Thousand Rands only R 300 000.00 for unforeseen electrical works. This shall solely be utilized upon agreement between the Contractor and the Project Manager upon verified works				
	Item	1	R	441 730,00
Provide the sum of R 441 730.00 for eThekweni Municipality electricity connection fees and charges cost				
Carried to Section Summary				R 1 361 730,00

Description	Uom	Quantity	Rate	Amount
<u>Carried to Section Summary</u>				<u>Amount</u>
SECTION NO. 2 : REFURBISHMENT OF 06 TOULON ROAD BUILDING				
SECTION SUMMARY				
ALTERATIONS		3	R	
EARTHWORKS		4	R	
PRECAST CONCRETE		5	R	
ROOF COVERING		6	R	
CARPENTRY AND JOINERY		8	R	
CEILING, PARTITIONS AND ACCESS FLOORING		12	R	
FLOOR COVERINGS, WALL LININGS, ETC		10	R	
IRONMONGERY		11	R	
METALWORK		13	R	
PLASTERING		14	R	
TILING		15	R	
PLUMBING AND DRAINAGE		17	R	
ELECTRICAL WORK		18	R	
MECHANICAL WORK		20	R	
GLAZING		21	R	
PAINTWORK		22	R	
EXTERNAL WORK		23	R	
PROVISIONAL SUMS		24	R	1 361 730,00
Carried to Final Summary				

Description	Uom	Quantity	Rate	Amount
<u>Section Summary</u>	<u>Page</u>			<u>AMOUNT</u>
<u>FINAL SUMMMARY</u>				
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Total price excluding Vat				R
VAT at 15%				R
Total price inclusive of VAT carried to Form of Offer and Acceptance				R

Part C3: Scope of Works

PART C3: SCOPE OF WORK

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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 06 Toulon Road Building at Bayhead precinct in the Port of the Durban. This refurbishment project is initiated to accommodate the TNPA's clothing store which is currently located at an area earmarked for the Automotive Terminal expansion.

The benefits of refurbishment of 06 Toulon Road building at Bayhead precinct in the Port of the Durban are as follows:

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

1.2 Description of the Works

Primarily, the *scope of works* entails demolitions and refurbishment on the Toulon Road Building, which should be read in conjunction with the specifications, drawings and the design criteria attached as annexures to this document.

1.2.1 EXISTING ROOF AND SIDE CLADDING

- Remove asbestos roof according to the Transnet Asbestos Management Plan including disposal. Safe disposal certificates of asbestos and all type of waste from the building to be issued to Transnet.
- Appoint a service provider, registered with the Department of Labour for the asbestos removal and disposal.
- Remove existing asbestos roof sheets and dispose of at a registered hazardous waste disposal site.
- Remove all existing roof accessories i.e., fascia boards, barge boards, gutters and downpipes and dispose of at a registered relevant waste disposal site.
- Remove all light transmitting panels or sky light and dispose of at a registered relevant waste disposal site.

1.2.2 DEMOLITIONS

The following items are indicated in the layout provided as Annexure S, DH6401003-000-00.

- Demolish adjoining buildings and one office/room within the structure and dispose rubble excluding steel.
- De-construct and construct a new carport.
- Demolish the interior wash bay and fill trenches.
- Demolish and rebuild new brick way at a sidewall entrance.

1.2.3 INSULATION

- Remove and dispose all insulation and install factorylite insulation that is SABS approved, non-combustible and that reduces heat penetration by up to 87%. The insulation must be installed on the roof and three walls/elevations that are highly exposed to the sun.
- Install isotherm thermal insulation at a minimum thickness of 100mm in office spaces approved by SABS.

1.2.4 ROOF AND SIDE CLADDING ACCESSORIES

- Install new 'Hula Span' 0,8 mm 'A7 Profile' aluminium sheeting with mill finish on one side and corporate grey Color-Tech PVDF paint coating to other side including accessories.
- Install new light transmitting panels or skylight.
- Install all roof and side cladding accessories where applicable e.g., ridge cap, eave trim, outer trim, rake trim, peak box, and door jamb trim.
- Install aluminium ridging to match sheeting.
- Install new plain fascia boards and barge boards as per works information.
- Replace any damaged wooden beams and purlins.

1.2.5 WAREHOUSE STEEL WORK

- Remove and dispose all failed girt, bracing and sag bars and install new to match the original steel design of the structure.
- Apply abrasive blast cleaning to all steel work of the warehouse namely steel staircases, girts, rigid frame columns, purlins, rigid frame rafters, sag bars, plate girders, bracing bars and endwall posts.
- Apply paint coatings for all steel work of the warehouse namely steel staircases, girts, rigid frame columns, purlins, rigid frame rafters, sag bars, plate girders and bracing bars, end wall posts. Paint coatings layers are as follows, primer coat-zinc

rich epoxy, sealer-epoxy, undercoat-MIO, intermediate coat-epoxy, and finish coat-acrylic urethane.

- Install new steel staircases railings.
- Replace damaged and corroded bolts and nuts.

1.2.6 CEILING BOARD

- Remove existing ceiling boards and dispose of at a registered relevant waste disposal site.
- Installation of suspended ceiling boards new white 25mm aluminum grid & bandit strip hanger, suspended ceiling with 600x1200mm ceiling tiles.
- Prepare and paint all ceiling board in white color.

1.2.7 FLOORING

- High pressure clean all the ground floor area and first floor area.
- Close off the drain trenches within the warehouse with the 25 MPa reinforced concrete.
- Construct or prepare the floor screed and apply non-slip epoxy for finish.
- Prepare screed and install carpet in all offices.
- Remove and dispose existing tiles and install new tiles at passage, restrooms and kitchens.

1.2.8 WALLS

- High pressure clean or blast the walls of the whole building, using 120 to 140 BAR pressure, high pressure cleans with water to remove dirt.
- Prepare and paint exterior brick walls with a sealer brick dressing.
- Remove all key boxes and extractor fans/extractor fan holders.
- Close off or seal louver spaces.
- Plaster the interior brick walls of the structure.

- Fix all the plaster where applicable and paint all plastered and painted areas of the structure with wall and all white paint.
- Remove one (1) roller shutter door and close off the garage opening with the brick work matching the existing building walls.
- Remove and dispose damaged dry wall.
- Construct a metal framed, gypsum boards dry wall for partitioning the ablutions and offices for ground floor and first floor.
- Fix concrete spalling by square cutting the edge of identified repairs to a minimum depth of 10mm to avoid further edging. Remove and dispose all unsound concrete including concrete within the square cut and ensure concrete is chipped back enough to allow access of priming a steel and a minimum of 25mm is recommended. Apply wet to dry epoxy adhesive to the prepared concrete surface. Apply structural repair mortar and smooth over on the exterior face.

1.2.9 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 and interior paint product information:

Appearance

Silky sheen

Colours

White and standard colours as per colour card

Also available in a very wide range of Colour Expressions tints

Generic type	Pure acrylic
Solids	Approx. 56 % by mass; 40 % by volume
SG at 23 °C	1,4 kg / ℓ (typical for White)
Recommended DFT	Min.: 20 µm Max.: 35 µm
Theoretical spreading rate	11m ² /ℓ at 35µm DFT
Typical spreading rate	Please apply appropriate correction factors
Viscosity at 23 °	Approx. 85 KU
Flash point	>65 °C

1.2.10 WINDOWS AND DOORS

- Remove and dispose all windows and replace them with aluminium glass windows with all necessary accessories.
- Remove and dispose two (2) roller shutter doors and replace them with new roller shutter doors with all necessary accessories.
- Remove and dispose all doors and door frames and replace them with new doors and door frames.
- Supply and install interior black burglar bars for all ground floor windows with all necessary accessories.
- Supply and install black slamlock gates with all necessary accessories.

1.2.11 RESTROOMS WORK

- Supply and install new built-in cupboard, base unit with a granite top with all necessary fittings.
- Remove and dispose existing double sink and install new standard double sinks with all necessary fittings.
- Remove and dispose of existing tiles and install new tiles for kitchen and restrooms with all necessary fittings.

1.2.12 KITCHEN

- Install new kitchen super wood cupboards (900x800) with all external surfaces covered with maple laminate.
- Supply and install granite counter Drakensburg black. L shape (2.6 shorter side *2.9 longer side)
- Install new Franke double bowl stainless steel sink including basin mixer with cast fixed outlet – 2 ½" female iron 400mm long flexible hoses 3294ST
- Install all fittings and piping required for complete functionality (plumbing) 22mm copper pipe,
- Supply and install wall tiles with all necessary fittings.

1.2.13 FENCING

- Remove and dispose of the existing fencing and install new galvanized ClearVu mesh panels 3305mm wide x 2400mm high, Cochrane taper locking post, sealed with steel cap.
- Coating: galvanized, then structural marine grade coated. Foundation to be specified by a civil engineer on site.
- Clamps, single bolt comb clamps, doubles bolts clamps and coating, galvanized and marine fusion bond coated.
- First topping with Cochrane sharktooth spikes and second topping, Ø450mm ripper coil with Y-bracket. Fencing underdig 300mm ClearVu.

- Remove and dispose existing gates and install new gates.

1.2.14 STORMWATER DRAINAGE

- Install new box gutter (220mm × 200mm).
- Install industrial box Profile Seamless Gutter girth 600mm, inner 200mm, outer 190mm, bottom 160mm and full width 220mm.
- Install uPVC downpipes (φ160mm × 8m).
- Remove and install new uPVC gutter.
- Remove and install 100x75mm uPVC downpipes.
- Remove and install new coated gratings (320mm x 252mm).
- Clean and dispose the vegetation and debris on the stormwater drain trench (320mm x 252mm)

1.2.15 SITE CLEANING & TESTING

- Clean and dispose vegetation and rubble at a registered relevant waste disposal site.
- Clean off and dispose the oil/bitumen substance at the backyard.
- Cleaning of the underground diesel tanks.
- Testing if there is any soil/land contamination.
- Remediation of the contaminated land/soil.
- Classification of all waste from the building.

1.2.16 PAVING

- Level off and pave the front area with bitumen after demolishing of adjoining buildings.
- Remove and dispose existing interlock paving bricks and install new interlock paving bricks along the sidewall.

1.2.17 WASTE COLLECTION AND DISPOSAL

- All rubble and Debris must be cleared from site and site to be left clean.

The collection and disposal of all the rubble/waste on site should only be done by *contractor* or subcontractor registered with The Institute of Waste Management of Southern Africa (IWMISA)

and the municipality for the transportation of waste. The service provider must make sure all waste is disposed of at a relevant registered waste disposal site.

1.2.18 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.

The *Contractor* shall submit to the *Project Manager* for acceptance the following drawings, plans and method statements:

- Layout of laydown areas
- Layout of site offices
- Prepare a method statement detailing the safe removal and disposal of asbestos

The *Contractor* will be obligated to supply all necessary Equipment and Personnel to properly perform the *Works* under the Contract including:

- Project management of the execution of the *Works* and supply of other Goods including planning, scheduling and reporting to the *Employer*.
- The implementation of the Project Quality Plan, Health & Safety Plan, Environmental Management plan to demonstrate compliance with the requirements of the Contract.
- Ensuring that the completed *Works* shall comply with the Codes and Standards and any other applicable statutory requirements.
- Selection of suitable materials (where not already specified herein).
- Procurement, transportation and transfer supervision of the *Goods*.
- Scaffolding or any safe working at height equipment.
- Lifting equipment for erection.
- Construction, erection, assembly, installation and supervision of the *Works*.
- Specialist installation and installation supervision.
- All specialized tools necessary for the construction of the structure and maintenance.

- Site inspection and testing, including testing possible soil contamination.
- Remediation of contaminated areas.
- Classification of all waste, especially from the existing building.
- Removal and disposal of all scrap and rubble generated by the *Contractor* on site.
- All documentation for statutory and regulatory compliance, project controls, training and the operation and maintenance of the *Works*.

2.2.1 ELECTRICAL WORKS SCOPE

This part of the works shall be read in conjunction with the electrical design criteria report and the various Transnet general technical specifications mentioned in the design criteria for the development of designs, execution, and commissioning of the complete electrical installation. (These are attached as Annexures to this document). The *Contractor* to attend frequent design review meetings with TNPA Electrical Engineer to review design drawings for acceptance.

2.2.1.1 ELECTRICAL POWER DESIGN

- Design, supply and install an electrical power system for the entire clothing store facility.
- Provide detailed electrical power layout plan/drawings for *Employer's* acceptance.
- Provide single line diagrams for the low voltage reticulation.
- Upon acceptance of detailed designs by *Employer*, the *Contractor* shall proceed with the procurement of all materials and carry-out the installation as per the specifications.

2.2.1.2 ELECTRICAL LIGHTING DESIGN

- Design, supply and install interior and exterior lighting system for the entire clothing store facility.
- *Contractor* shall refer to the User Requirement Specification, Floor Plans and Civil Scope of Work for dimensions and information required for design purposes.
- Provide detailed lighting design layout.
- Upon acceptance of designs by *Employer*, the *Contractor* shall proceed with procurement of all material and carry-out the installation as per the specification, SANS 10142-1, and OHS Act

2.2.1.3 PROVISION OF STANDBY BACK-UP POWER

- *Contractor* to specify, supply, install and commission a suitable sized 3 phase ,400 V silent diesel standby generator with auto transfer switch and associated cabling to tie into main distribution board. The Mains Change-over unit shall be positioned adjacent or in the Main Distribution.
- The generator shall be able to start/stop automatically in case of mains power outage and provide back-up power to the entire clothing store facility.
- New generator position to be confirmed with Transnet representative onsite prior to supply and installation. Specify, supply, install and commission a suitable-sized UPS unit with associated UPS DB section and cabling to back up essential loads.
- The generator needs to be placed on a drip tray or an impermeable bund wall that will be able to contain 110% of the hydrocarbon in the generator.

2.2.1.4 PROVISION OF EARTHING AND LIGHTNING PROTECTION SYSTEM

- Design, supply, install and testing of a new lightning protection system for the entire clothing store facility in accordance with SANS 10313.
- Installation to be carried out as per Transnet Specification for the supply, installation, and testing of lightning protection systems for buildings and structures in the Port of Durban.

2.2.1.5 CERTIFICATE OF COMPLIANCE

- Upon completion of work, a Certificate of Compliance for the electrical installation shall be issued by an accredited person as required by the Occupational Health and Safety Act, (Act 85 of 1993).
- The *Contractor* shall provide the necessary approved instruments.
- TNPA reserves the right to use its own instruments or carry out its own tests should it be considered necessary.

2.2.2 MECHANICAL WORKS SCOPE

The detailed *works* to be carried out by the *Contractor* for Mechanical Works shall include:

- Physical Assessment/evaluation of the existing building's water reticulation system, fire suppression system, and emergency evacuation plan. The *Contractor* shall be

responsible for the detailed plan and removal of all items that shall be replaced by the new designs.

- Detailed design of the HVAC system to comply with SANS 10400 requirements and the user requirements, smoke extraction system, water reticulation, fire detection system, fire suppression system, emergency evacuation plan and Automatic sprinkler system. The *Contractor* shall take full responsibility for the detailed designs. The detailed design shall include detailed drawings, calculations, and design reports.
- The *Contractor's* scope shall include the design and installation of all supporting infrastructure required for all mechanical works, including but not limited to all structural supports for the HVAC, fire and potable water reticulation systems, thrust blocks and anchoring down supports for the pipeline or bridges, plant bases or plinths, plant supports and fixings for all equipment of the mechanical systems.
- The *Contractor* shall conduct flow and pressure analysis on all existing water tie in points to ensure sufficient flow and pressure requirements are met to comply to SANS, ASIB requirements for the sprinkler systems and local regulations as well as correct operation. This shall include the flow and pressure on both the potable water lines as well as the manual and automatic fire suppression systems.
- Detailed design of the Fire Sprinkler Systems shall be in accordance with the latest ASIB rules. The designs shall be submitted to the Employer for acceptance prior to manufacturing and construction.
- Detailed design of the control system for the smoke extraction fans and for the interface and shutting down of HVAC equipment when a fire is detected. The activation of the fire detection system shall shut down all HVAC equipment to ensure fire is not spread throughout the building. The smoke extraction system shall activate when the fire detection system activates.
- The *Contractor* shall ensure all painting and corrosion protection is designed to comply with the SANS codes, Transnet standards and to meet the environmental conditions.
- All electrical infrastructure such as all control and actuation systems; MCC panels and Electrical Distribution Boards required for the Mechanical plant; and Electrical work including connection to power isolators, wiring between switchboards, unit mounted sensors, control devices, etc., and wiring between controllers and remote sensors, remote set point adjusters, etc., required for the correct working of the systems shall form part of the scope of the *Contractor*.

- The *Contractor* shall provide ECSA approved drawings for all systems that they have designed. The drawings shall be accompanied by all calculations and all drawings shall be provided in both PDF and DWG format. The *Contractor* shall provide workshop drawings for approval by the *Employer's* Engineer prior to ordering of plant and materials.
- The *Contractor* shall supply, construct, test, commission and hand over, in complete working order, the Air Conditioning, Ventilation, Smoke Extraction, Water Reticulation, Portable and Fixed Fire Suppression Equipment, Fire and Emergency Signage, Fire Detection, Sprinkler Systems, controls and electrical plant as well as all other systems and plant required as per the accepted designs.
- The *Contractor* shall ensure that the ventilation system is installed for ablutions, kitchens, and the warehouse. The offices and boardrooms shall have ventilation and air conditioning.
- The *Contractor* shall ensure that domestic water is supplied to the showers, all wash hand basins, toilets, hydro boiler, water dispenser and kitchen sinks. Hoit domestic water to be supplied to showers only.
- The *Contractor* shall ensure that the sprinkler system is installed in the warehouse area.
- The *Contractor* shall ensure that the fire suppression equipment is installed in accordance with SANS 10400-T.
- The *Contractor* shall ensure that heat detectors are installed in the kitchens and smoke detectors are installed in the remainder of the building.
- The *Contractor* shall provide a complete set of as-built drawings comprising of the existing as well as new plant and systems in the building. This shall include but not be limited to the Air Conditioning, Ventilation, Smoke Extraction, Portable and fixed Fire Suppression Equipment, Fire and emergency signage, Fire detection, sprinkler system, controls, and electrical plant.
- The *Contractor* shall ensure all drawings mentioned in the Works Information, be supplied to the Employer, in both PDF a native DWG format for use on AutoCAD software.
- Once complete the *Contractor* shall obtain an approval certification from ASIB showing that the entire building sprinkler system complies and is approved. Should there be any items that need rectification, the *Contractor* shall be liable to resolve these issues as well as to bear any further cost for reapplying for the certification. The works will only be regarded as complete once the ASIB approval is obtained.

- The *Contractor* shall provide a detailed testing and commissioning plan including all FAT, SAT and Commissioning tests and activities prior to the commencement of any testing activities.
- The *Contractor* shall test and commission the systems in line with the guidelines as per the Works Information as well as the manufacturer's requirements, and industry best practices.
- The *Contractor* shall provide 3 hard copies and 2 soft copies (On a USB 64GB Flash drive) of the Operation and Maintenance manuals that will include, but not be limited to, quality certificates and tests conducted during fabrication and installation, all FAT and SAT tests conducted, all commissioning documentation, detailed as built drawings and technical specifications of all plant and systems, operation methodologies and information, maintenance methodologies and information and details of spares and replacement components.
- The *Contractor* shall guarantee all installations and equipment for at least twelve (12) months after the completion date of the completed installation. This is the date confirmed in writing by the *Project Manager*.

2.2.2.2 MECHANICAL WORKS DESIGN

The *Contractor* is to design the following parts of the works, for approval by the *Project Manager*:

- Detailed design of the HVAC system including controls and the smoke extraction system if required as per SANS codes and EN12101 codes.
- The control system required to disable the air conditioning and ventilation system and activate the smoke extraction system in the event of a fire condition.
- Detailed design of the Water reticulation system.
- Detailed design of the Fire Detection system.
- Detailed design of the Fire Suppression system.
- Detailed design of Automatic sprinkler system in accordance with the latest ASIB rules.
- Design of emergency evacuation plan including necessary signages.
- Design of Equipment, pipe and cable supports, bases and plinths that are required for a complete installation.
- All designs need to incorporate sustainable designs.

In compliance with NEC 3 core clause 21.1, OHS Act of 1993 & Construction Regulations, all temporary works shall be designed by the *Contractor* and shall remain the *Contractor's* responsibility, 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 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 *Employer's* design above.

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*.

2.2.3.1 Procedure for Submission and Acceptance of the 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*') required to the *Project Manager* for review and acceptance.

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 included in Annexure F (Refer DOC-STD-0001)

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

2.5 *Employer's* objectives

The *Employer's* objectives are to complete this project timeously with minimal disruption to ongoing port operations whilst maintaining the highest safety, environmental, and quality standards.

2.6 Interpretation and terminology

The following abbreviations are used in this Works Information:

Abbreviation	Meaning given to the abbreviation
AIA	Authorised Inspection Authority
BBBEE	Broad Based Black Economic Empowerment
CEMP	Construction Environmental Management Plan
CD	Compact Disc
CDR	Contractor Documentation Register
CDS	Contractor Documentation Schedule
CRL	Contractor Review Label
CSHEO	Contractor's Safety, Health and Environmental Officer

CM	Construction Manager
DTI	Department of Trade and Industry
DWG	Drawings
EO	Environmental Officer
HAW	Hazard Assessment Workshop
HAZOP	Hazard and Operability Study
HSSP	Health and Safety Surveillance Plan
INC	Independent Nominated Consultant
IP	Industrial Participation
IR	Industrial Relations
IPP	Industrial Participation Policy
IPO	Industrial Participation Obligation
IPS	Industrial Participation Secretariat
IRCC	Industrial Relations Co-ordinating Committee
JSA	Job Safety Analysis
CIRP	Contractor's Industrial Relations Practitioner
Native	Original electronic file format of documentation
PES	Project Environmental Specifications
PHA	Preliminary Hazard Assessment
PIRM	Project Industrial Relations Manager
PIRPMP	Project Industrial Relations Policy and Management Plan
PLA	Project Labour Agreements
PSIRM	Project Site Industrial Relations Manager
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

3 Engineering and the *Contractor's* design

3.1 *Employer's* design

The *Employer's* design for the Works is:

- Works' information and all annexures thereto
- Technical specifications
- Drawings
- Design standards

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

The works the *Contractor* is to design is covered under the Description of *Works*, Electrical and Mechanical scope. Section 2.2.2.1 and 2.2.2.2

4 Construction

4.1 Temporary *works*, Site services & construction constraints

The Contractor complies with Employer's site entry and security control, permits, and site regulations. The *Contractor* will only commence with construction including site establishment once the SHEQ file have been approved and issued with SHE site access certificates.

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

The *Contractor* ensures the safe passage of *Contractor's* traffic to and around the Site and Working Areas at all times that includes providing flagmen, protective barriers, signage and so forth for protection, direction and control of traffic.

The *Contractor* 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 following access / egress permissions and restrictions for personnel and Equipment within the Site boundaries requirements of the *Employer*:

The *Contractor* ensures that all his construction staff, labour, and Equipment remains within his allocated and fenced off construction area.

Prior to bringing Equipment to site the *Contractor* will be required to notify the *Project Manager* as per the NEC 3 communication procedures and provide details of the Equipment to be brought to site and obtain approval from the Project Manager, the *Contractor* can only bring equipment once the *Project Manager* issues approval in writing.

All *Contractor's* staff and labour complies with the *Employer's* (TNPA) operational safety requirements and are equipped with all necessary PPE, high visibility apparel and floating apparel.

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

The *Contractor's* personnel and Sub-Contractor's on site are restricted from accessing areas outside the approved Working Area.

The *Contractor* 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.

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

Hours of work are to be between 7am-5pm. The *Contractor* is to use his discretion on what hours will be worked.

Normal working hours are Mondays to Fridays, from 07h00 to 17h00. Work will not be permitted during any weekend and public holiday without permission by the *Project Manager*. Permission to work is to be requested in writing at least 2 weeks before the weekend/days; permission is not necessarily guaranteed and will be dependent on the nature of the work to be done and availability of the *Supervisor* and other staff.

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.

Title to Materials from demolition and excavation

- The *Contractor* has no title to all materials arising from dismantling and demolition in the performance of the works with title to such materials remaining with the *Employer*. The *Project Manager* shall instruct the *Contractor* how to label, mark, set aside and/or dispose of such materials for the benefit of the *Employer* in accordance with ECC3 Clause 73.1.
- With title to such Materials (as referenced above) remaining with the *Employer*. The *Project Manager* shall instruct the *Contractor* how to label, mark, set aside and/or dispose of such Materials for the benefit of the *Employer* in accordance with ECC Clause 73.1.

Cooperating with and obtaining acceptance of others

The *Contractor* performs the *works* and co-operates with:

- The *Contractor* shall have to liaise with the *Project Manager* in scheduling work and shall comply with all instructions.

The *Contractor* performs the Works and co-operates with the *Employer* (including the agents of the *Employer*) who operates on Site during the entire duration of the Contract period.

The *Contractor* performs the Works and co-operates with others, of whom the *Contractor* is to be notified once appointed by the *Employer*, who operate on Site during the entire duration of the Contract period.

The *Contractor* shall note that there may be other projects in progress within the Warehouse which are expected at some point to run in parallel to this project, the *Contractor*, hence the *Contractor* shall co-operate with Others by allowing access through parts of the Working Areas when required during the entire duration of the Contract period.

Publicity and progress photographs

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

Contractor's Equipment

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

Equipment provided by the *Employer*

No Equipment will be provided by the *Employer*.

Site services and facilities:

- The *Contractor's* site establishment area(s) is to be within the *Contractor's* boundary of the area that will be confirmed with the successful *Contractor* after award and shall be clearly sign posted and be compliant with the relevant safety regulations and restrictions that might be in place until the *Contractor* has de-established from site. The site establishment layout must be approved by the *Project Manager*.
- The *Contractor* shall ensure that the area used has a suitable continuous security fence and the necessary access gates. All preparation and fencing, etc. shall be done by the *Contractor* and shall be for his account, this includes clearing away and leaving clean and clear at completion.
- The *Contractor* shall provide, maintain and remove lockable portable chemical type toilets. An area will be made available within the *Contractor's* Working Areas.

4.1.1 The Employer provides the following facilities for the Contractor:

Item	Date by which it will be provided
Details related to the <i>Contractor's</i> laydown area for the offices and toilet facilities will be discussed at the tender clarification meeting and site inspection.	Prior to tender submission
Details related to water and electricity will be discussed at the tender clarification meeting and site inspection.	Prior to tender submission
Security will be for the <i>Contractor's</i> expense.	-

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

4.1.2 Facilities provided by the Contractor:

The *Contractor* is to provide a lockable office with 2 desks, 4 chairs, chemical toilets (in a ratio of 1:10) for both males and females and suitable facilities for all meetings held on site.

Toilet facilities are to be provided for the *Contractor's* staff by the *Contractor*. Outside toilets should be provided with locks and doors and should be secured to prevent them from blowing over. The *Contractor* should arrange for regular servicing of toilets (disposal is to be a registered waste water treatment works) and will be entirely responsible for enforcing their use and for maintaining such latrines in a clean, orderly and sanitary condition to the satisfaction of the *Supervisor*. Safe disposal certificates need to be furnished to Transnet.

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, materials storage 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 previous and/or acceptable standard, upon dismantling of such facilities and items of Equipment.

Unless expressly stated as a responsibility of the Employer, 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.

4.2 Testing and Commissioning of the *Works*

The *work* to be done by the Completion Date

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

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

- The Commissioning of each system is done in accordance with the following high-level procedure:
- All work is inspected by The *Contractor* to ensure all defects are identified and rectified. The *Contractor* informs the Employer of all defects identified and the remedial action taken.
- Once the defects identified by The *Contractor* have been rectified, The *Contractor* and the Supervisor shall jointly inspect the Works. Any further defects shall be recorded and categorised according to the following:
 - Defects that are urgent and require immediate attention to enable testing and commissioning to be completed.
 - Defects that can be rectified after Commissioning.
 - Items that are out of scope and require approval to be implemented.
- The *Contractor* and the Supervisor shall jointly inspect once all identified defects have been rectified.
- The Project Manager notifies The *Contractor* that commissioning may proceed.
- A safety review is held with the *Contractor*, Supervisor, Project Manager, and necessary experts for the system being commissioned.
- Each system and item of major equipment is thoroughly checked using an accepted pre-commissioning check list.
- Functionality is checked for all items under no load conditions.
- Once all checks are complete and functionality confirmed, the system is started under test conditions and then put into operation.
- *Contractor* rectifies all further defects identified during the commissioning process and previously identified defects including approved compensation events.
- The *Contractor* and the Supervisor shall jointly inspect once all identified defects have been rectified.
- The *Contractor* shall invite the Employers Engineer for all testing and commissioning activities at least 2 weeks prior to the start of the activities. the employers engineer must be present for all testing and commissioning activities.

5 Plant and Materials Standards and Workmanship

All equipment and material used shall be of high quality and the work shall be of a high standard of workmanship carried out by qualified staff under proper supervision by experienced and competent officers.

All equipment and material shall comply with the relevant National or International standard specifications. Where equipment does not comply, it shall be submitted to the TNPA mechanical engineer for approval prior to installation. All installation, testing and termination must be approved by the TNPA Engineer prior to commissioning.

5.1 Investigation, Survey and Site Clearance

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

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

5.2 Building works

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.3 Civil Engineering and Structural Works

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.4 Electrical & mechanical engineering works

The design shall be undertaken using the latest revision of applicable SANS and other relevant standard specifications. The Contractor shall employ a registered Professional Engineer to review and sign off all design documents and drawings submitted to the Employer for acceptance. The design shall be such that it is built to satisfy the functional and serviceability requirements and be cost-effective and safe. Sound Engineering judgment shall be exercised in applying these criteria to the system and its components. The Contractor shall communicate with the Employer to coordinate all designs.

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

The following publications and specifications (latest edition) shall apply:

SANS 10400	The Application of the National Building Regulations
SANS 10400-T	Fire Protection
SANS 10400-W	Fire Installation
SANS 10400-O	Lighting and Ventilation
SANS 10400-XA	Energy Usage in Buildings
SANS 10287	Automatic sprinkler installations for firefighting purposes

SANS 50054-1	Fire Detection and Fire Alarm Systems
SANS 10139	Code of practice for design, installation, commissioning and maintenance of fire detection and alarm systems in non-domestic premises
ASIB	Rules for Automatic Sprinkler Installations, Latest Edition
SANS 193	Dampers Installation and Testing
EN 15650	Duct Mounted Fire Dampers
SANS 1424	Filters for Use in Air-Conditioning and General Ventilation
SANS 1238	Air Conditioning Ductwork
SANS 10173	The Installation, Testing, and Balancing of Air Conditioning Ductwork
SANS 10147	Refrigerating Systems, Including Plants Associated with Air-Conditioning Systems
SANS 10252	Water Supply and Drainage for Buildings
ASHRAE 55	Thermal Environmental Conditions for Human Occupancy
ASHRAE 62.1	Ventilation for Acceptable Indoor Air Quality
ASHRAE 90.1	Energy Standard for Buildings Except Low-Rise Residential Buildings
ASHRAE 2013	Handbook of Fundamentals
ASHRAE 2012	Handbook HVAC Systems and Equipment
ASHRAE 2011	Handbook HVAC Applications
Occupational Health and Safety Act 85 of 1993.	
National Environmental Management Act (Act 107 of 1998) as amended	

Asbestos Abatement Regulations, 2020
National Waste Management Act, 2008 (Act 59 of 2008)
The S.A. National Building Regulations and Building Standards Act. (Act 103 of 1977).
South African National Standards and Codes of Practice.
IEC Standards and Recommendations.
International Standards and Codes – ISO, DIN, BS, ASME, ASCE, ANSI, ASTM, EU, NFPA.
The local, provincial or S.A. Government laws in force at the time.
Construction Regulations 2014
National Heritage Resource Act (Act 25 of 1999)

6 List Of Drawings

6.1 Drawings issued by the *Employer*

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

<u>DESCRIPTION</u>	<u>DRAWING NUMBER</u>
RENOVATIONS OF THE WAREHOUSE	DH6401003-000-00

SECTION 2

7 Management and start up

7.1 Management meetings

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

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Kick-off meeting	Once off at beginning of contract	237 Mahatma Gandhi Road	<i>Project Manager</i> (and appropriate key persons) and <i>Contractor</i>
Progress meeting: feedback, environmental, safety, risk register and compensation events.	Every two weeks	Online or 237 Mahatma Gandhi Road	<i>Project Manager</i> (and appropriate key persons), <i>Safety Manager</i> and <i>Contractor</i>
Risk register and compensation events	Only when required/Ad Hoc basis	On site/Online	<i>Project Manager, Supervisor, Contractor</i> and appropriate key persons
Close-off/Handover meeting	Once off at closing of contract	On Site	<i>Project Manager</i> (and appropriate key persons) and <i>Contractor</i>

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

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

7.1.5 The *Contractor* attends management meetings at the *Project Manager's* request as set out in the table above. At these meetings the *Contractor* presents all relevant data including safety, health and environmental issues, progress reports, quality plans, Sub-Contractor management reports, as may be required.

7.2 Documentation Control

In undertaking the *works* all documentation requirements for the *works* shall be dealt with in accordance with document DOC-STD-0001_Rev03, Annexure F. The control, maintenance and handling of these documents and drawings, using a suitable document control system, remain the sole responsibility of the *Contractor*.

The *Contractor* documentation "Starter kit", as contemplated in DOC-STD-0001_Rev03, will be issued at the kick-off meeting following award. 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 No, Contract No, 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*.

All contract correspondence is issued through document control. Electronic submissions are permissible only for URGENT communication, PDF and native where necessary.

The *Contractor* shall apply "wet signatures" to the original documentation before scanning the single sided, signed original prior to formal submission to the *Project Manager*.

Electronic files submitted to the *Project Manager* 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* 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. The *Contractor* shall maintain electronic format of ALL project documentation for the duration of the contract.

Hardcopy original documents must be delivered within 24 hours of electronic submission of same to the project site office document control department.

All documentation and data submitted electronic and hardcopy must conform to the Project Standards and Quality requirements in terms of numbering, uniqueness, quality, accuracy, format, completeness and currency of information. Documentation not meeting the Project Standards and Quality requirements will be cause for rejection and shall be 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.

The *Contractor* shall be responsible to ensure that proper safety measures are in place to protect project documentation temporarily stored on site against theft, fire, flooding or excessive dampness.

The *Contractor* shall be responsible for the supply of all Sub-Supplier/*Contractor*/Manufacturer, etc. documentation and data related to their package of work and shall ensure that these Sub-Suppliers have the capability to supply the necessary documentation and data in the required time-frame and quality requirements are met as outlined in the specified standards prior to awarding sub-orders.

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)

7.2.1 Procedure for Submission and Acceptance of *Contractor's* Documentation

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 No, Contract No, 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 copies and electronic media copies (CD Rom) to the *Project Manager* either at the address stated within the Contract Data or at the Project site office.

All electronic documentation shall be submitted by the *Contractor* in Adobe Acrobat (.PDF) and native file format.

Acceptance of documentation by the *Project Manager* will in no way relieve the *Contractor* of his responsibility for the correctness of information, or conformance with his obligation to Provide the *works*. This 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* Review Label, is scanned and the original document with comments shall be returned to the *Contractor* under cover of the project's Transmittal Note for revision or re-submittal as instructed and to be included in the master copy data file where applicable.

The *Contractor* shall allow the *Project Manager* 2 weeks unless otherwise stated and agreed, to review and respond to the *Contractor's* submission of their documentation, i.e., from time of receipt of the hardcopy to the document control office to the time of despatch. The *Contractor* does not proceed with the relevant work until the *Project Manager* has accepted his design.

On receipt of the reviewed documentation the *Contractor* shall make any modifications requested/marked-up and resubmit the revised documentation to the *Project Manager* within 2 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 2 working days of receipt of the marked-up document.

In undertaking the *works* all drawing requirements for the *works* shall be dealt with in accordance with document ENG-STD-0001 Annexure R.

7.2.2 As-Built Drawings, Operating Manuals and Data Packs

Where necessary, the *Contractor* provides the following:

- Red Line Drawings

All as-built red line drawings must be signed off by the *Contractor's* responsible person before issue to *Project Manager* for acceptance.

- Installation, Maintenance and Operating Manuals and Data Books

The *Contractor* provides manuals in an A4 hard cover, grease and waterproof binder, using 2 ring type binders.

Drawings and charts larger than A4 are folded and those greater than A3 are enclosed in an A4 plastic pocket of adequate strength.

The manuals are well indexed and user friendly and must include a summarized Table of Contents.

The index for data packs must be submitted to the *Project Manager* for acceptance at the beginning of the project to enable the *Contractor* to maintain and update the file on a continuous basis throughout the project lifecycle. The *Contractor* submits the draft Table of Contents to the *Project Manager* for acceptance prior to the compilation and official submittal of the manuals and data books.

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, fax numbers 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 the "As-Built" version of each such drawing has been incorporated.

The required number of copies of the manual (s) shall be as specified by the *Project Manager* and submitted per type or model number of equipment included in the contract, or as specified by the *Project Manager*.

All electronic copies (pdf.) of Data Packs to be properly indexed and bookmarked. All pages that make up the data book or manual must be sequentially numbered.

A typical example of what the binder/file (s) 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
- FBS No. and Title
- Manual Numbering (e.g., Volume 1 of 2, etc.)
- Contract Number
- *Contractor* Name

Unless otherwise stated, the required number of copies of all final Data Packs shall be:

- 3 x hard copies (Full size)
- 3 x CD in Adobe Acrobat (.pdf) formats

7.3 Health and Safety Risk Management

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

HEALTH AND SAFETY PROCEDURES

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 CHSMP shall include the following as minimum:

- Leadership and Commitment
- Performance Measurement and Reporting
- Involvement Communication and Motivation
- *Contractor* Management
- Training and Competency
- Hazard and Risk Management
- Occupational Health and Hygiene
- Safe systems of Work
- Incident Management
- Site Management

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

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

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

The *Contractor* performs the Works having due regard to the Health and Safety Surveillance Plan (HSSP).

The *Contractor* complies with the requirements of the Site Safety Review Committee (SSRC) with respect to his own activities and others on the Site and Working Areas.

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

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

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

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 Safety Manager (PSSM) 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 and officials so that immediate and appropriate measures are taken.
- Review and improve Project Safety and Health Plans.

7.4 Environmental constraints and management

All work is to be conducted in accordance with the principles of the National Environmental Management Act, 1998 (Act no 107 of 1998) as amended, relevant Specific Environmental

Management Acts (SEMA), relevant municipal bylaws as well as the accepted environmental good practice.

The *Contractor* to note that some of the referenced documents were prepared and completed by the previous Transnet Group Capital (TGC) and this name may remain on some of the Annexure specification documents. While the project is managed by TNPA, the TGC specifications are still applicable and implemented. 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
- Standard Operating Procedure: Construction Environmental Management (SOP: CEM 009-TCC-CLO-SUS-11386) Standard Operating Procedure: Minimum Environmental Management Specifications (MEMS) (009-TCC-CLO_SUS-11385).

The Contractor must comply with the Project Environmental Specifications (PES) as contained in the following documents:

- TNPA Asbestos Management Plan 009-TRN-CLO-SUS-8848
- AMAFA permit
- Waste management permit

The *Contractor* must consult the following document for the required waste services:

- TNPA list of approved waste services *Contractors*

a) At pre-construction period, the *Contractor* shall comply with the following:

- The above requirements shall be applicable to the main *Contractor* and its service providers. The *Contractor* must comply with all the requirements of the aforementioned documents/records. The *Contractor* must pay special attention to all PES conditions. These conditions must strictly be adhered to and shall be monitored by an independent Environmental Control Officer (ECO)/ Approved Inspection Authority (AIA) where required by the relevant Competent Authority.
- The *Contractor* must sign the Declaration of Understanding as a commitment to abide with the Project Environmental Governance Framework, Project Environmental Specifications. Sufficient environmental budget must be allocated to meet all the project environmental requirements for the duration of the contract.
- The CEM and MEM describe the main roles and responsibilities of the project team with respect to Environmental Management; 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 as well as the specific environmental standards applicable to the works (the site and the working areas)

as required by the relevant project environmental authorisation. The above requirements shall be applicable to the main *Contractor*, its service providers and suppliers. The *Contractor* must comply with all the requirements of the CEM, MEMS and applicable standards as mentioned above.

- The *Contractor* must appoint an Environmental Officer (EO) to monitor and manage compliance to Environmental Specification and all applicable environmental legislation. The EO must as a minimum have at least 5 years work experience in environmental management within the civil Environment. The roles and responsibilities of the *Contractor's* EO are stated in CEM. The *Contractor's* EO must be 100% full time on site during working hours.
- Should the *Contractor's* EO change from that person identified during either the tender documentation, or the construction period, the *Contractor* shall submit a CV of a replacement EO for approval by the Employer's Environmental Officer and Employer's Construction Manager. No work can proceed until the replacement environmental person has been approved.
- The *Contractor* will be required to submit an approved electronic environmental file to TNPA prior to construction commencement and weekly electronic updates during construction phase. Particular requirements of the Employer will be made known on award of the contract. Site access certificate shall not be granted until the environmental file has been approved by the Employer.
- 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.
- 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 CEM and MEMS documents are achieved. The method statements will be prepared in accordance with the requirements set out in these documents. 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 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.

b) During the construction period, the *Contractor* complies with the following:

- 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.
- Copies of the documents/records/permits/licenses listed above and applicable standards shall be available on Site, and the *Contractor* shall ensure that all the personnel on Site (including Subcontractors and their staff) as well as suppliers are familiar with and understand the specifications.
- 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 or entering the site. The induction programme shall be tailored to the audience based on their designated roles and responsibilities. The environmental induction training should as a minimum comprise of basic environmental site rules, general environmental awareness and the Project Environmental Specification. If new personnel commence work on the Site during construction, the *Contractor* shall ensure that these personnel undergo the Induction Programme and are made aware of the environmental specifications on Site. The environmental induction shall be valid for a period of a year and must be renewed every year for the duration of the contract. Proof of training must be retained by the *Contractor*.
- Where applicable, the *Contractor* shall provide job-specific training on an ad hoc basis when workers are engaged in activities, which require method statements. Should there be changes in the construction methodologies that necessitate the amendment/s to the approved EMPr, EA, Licenses or Permits, the *Contractor's* EO must discuss them with Transnet EO and CM. All changes to living documents must be approved by the Competent Authority where required, otherwise the Employer's CM and EO. Under no circumstances will changes be effected without the knowledge of the Employer and the ECO/EO. Proposed changes must be brought to the attention of the Transnet EO with reasons for the proposed change. Proposed amendments to authorized permits, licenses and/or authorizations must be approved by the Competent Authority.
- The *Contractor* must ensure that its Sub-Contractors comply with the Environmental Specifications. The *Contractor* must appoint the waste removal Service Providers who are licenced to operate within and outside the Port.

- c) Post-construction period, the *Contractor* shall comply with the following:
- The *Contractor* shall be responsible for rehabilitating and cleaning all areas to the satisfaction of the TNPA Environmental Manager or Environmental Officer. Sufficient environmental budget must be allocated to achieve this including all environmental requirements for the project for the duration of the contract.

7.5 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 TNPA-QUAL-RFQ-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.

7.6 Programming Requirements

A programme is required to be submitted with the tender submission, and thereafter in accordance with the intervals prescribed in the NEC3 ECC clause 31.2 *Contract* documentation.

Although there is no present priority for the penetration sequence, this may change during the *Contract*. The Supervisor will instruct the *Contractor* of any priorities should they arise.

The *Contractor* shows on each programme he submits to the *Project Manager*, the requirements of the CEMP, SES, PES and CHSMP together with the associated environmental method statements.

The *Contractor* presents his first programme and all subsequently revised programmes (see ECC Clauses 31.2 and 32.1) in hard copy format and in soft copy format.

The *Contractor* uses MSP or Primavera P6 version 15 or above for his programme submissions or a similar programme software package equivalent to Primavera version 15 or above subject to the prior written notification and acceptance by the *Project Manager*.

The *Contractor* shows on his Accepted Programme and all subsequently revised programmes schedules showing the critical path or paths and all necessary logic diagrams demonstrating sequence of operations.

The *Contractor's* programme shows duration of operations in working days (See Section 8.2).

The following activities/ periods, measured against the start date and site access date, are required to be shown in the program:

- For establishment of the equipment and plant to the site.
- For preparation of safety and environment documentation, medicals etc.
- For contract close-down (submission of construction data and records).

Transnet's expectations in this regard, against which the Tenderer will be evaluated, are as follows:

- For establishment of the equipment and plant to the site – 2 weeks.
- For preparation of safety and environment documentation, medicals etc – the same 2 weeks as allowed for establishment.
- For contract close-down (submission of construction data and records) – 1st submission for TNPA review within 5 weeks of the completion of the last phase of demolitions, 1 week for TNPA review, and final submission within 1 week of the completion of the TNPA review. The end-of-year shut down period may influence this activity and should be considered.

The *Contractor's* programme shows the following levels:

- Level 1 Master Schedule – defines the major operations and interfaces between engineering design, procurement, fabrication and assembly of Plant and Materials,

transportation, construction, testing and pre-commissioning, commissioning and Completion.

- Level 2 Project Schedule – summary schedules ‘rolled up’ from Level 3 Project Schedule described below.
- Level 3 Project Schedule – detailed schedules generated to demonstrate all operations identified on the programme from the starting date to Completion. Individual operations will be assigned a code. The *Project Manager* notifies any subsequent layouts and corresponding filters on revised programmes.
- Level 4 Project Schedule – detailed discipline speciality level developed and maintained by the *Contractor* relating to all operations identified on the programme representing the daily activities by each discipline.
- A narrative status reports.

The *Contractor* shows on each revised programme he submits to the *Project Manager* a resource histogram showing planned progress versus actual, deviations from the Accepted Programme and any remedial actions proposed by the *Contractor*.

The *Contractor* submits programme report information to the *Project Manager* at weekly intervals in addition to the intervals for submission of revised programmes stated under *Contract Data Part One*.

The *Contractor's* 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.

7.7 Contractor’s management, supervision, and key people

7.7.1 Contractor’s Project/Contracts Manager

The *Project/Contracts Manager* should at least have a BSc/B-Tech Civil/QS/Construction qualification and more than 10 years of experience in Construction projects unless the incumbent can demonstrate that he/she has developed the necessary competencies and

experience working with the NEC3 Engineering and Construction Contract Option chosen for this contract is necessary.

7.7.2 Contractor's Environmental Officer

The *Contractor* employs a *Contractor's* Environmental Officer EO as a key person under ECC Clause 24.1. The EO must have 5 years work experience and have as a minimum a National Diploma in Environmental Management.

The EO reports to the CM on the Site. The EO ensures that the *Works* (to include any part thereof) are subject to a prior environmental method statement(s) approved by the Project Manager, CM and EO and ensures that all the permits licences and Transnet internal SOPs are implemented by the *Contractor* in a timely and proper manner. The EO provides the *Project Manager* with all environmental method statements for review and approval.

The EO duties amongst others include the ff:

- Monitor compliance with the relevant permits and licenses, Transnet SOPs and the approved environmental method statements submitted to the Project Manager.
- Reporting of an environmental incident to the TNPA EO.
- Attendance at all SHE meetings, toolbox talks and induction programmes.
- Litter control and ensuring the *Contractor* clears litter from the Site and Working Areas.
- Ensuring that environmental signage and barriers are correctly placed.

The EO submits daily, weekly, and monthly checklists to the TNPA EO and maintains the approved Environmental File. File to include all records and to be kept on site. An additional electronic file must be maintained to keep all Environmental records on site. Updates of this electronic file needs to be sent to Transnet weekly.

7.7.3 Contractor's Health and Safety Manager and Officer

Health and Safety Manager: Registered as Health and Safety Manager with SACPCMP with experience on civil construction projects and have a Degree/Diploma in safety management, and SAMTRAC, NEBOSH, modern SHEQ risk management training course as a minimum qualification. Proof of SACPCMP registration as well as competency certificates to be submitted as part of this returnable, with a minimum of 5 years relevant work experience.

Health and Safety Officer: Registered as Health and Safety Officer with SACPCMP with experience on civil construction projects and have a Diploma in safety management, and SAMTRAC or NEBOSH or modern SHEQ risk management training course as a minimum qualification. Proof of SACPCMP registration as well as competency certificates to be submitted as part of this returnable, with a minimum of 3 years relevant work experience.

7.7.4 Contractor's Quality Officer

The Quality Officer should have a Diploma or Certified qualification in quality management systems with a minimum of 5 years relevant quality officer experience in Construction. The Quality Officer should have a minimum 3 years of experience in civil construction projects.

7.7.5 Contractor's Construction Manager/Supervisor

The Construction manager should at least have a Diploma/Degree qualification in Civil/QS/Construction and more than 5 years of experience in civil construction projects. The Construction Manager must also be registered with SACPCMP as a Professional Construction Manager.

7.7.6 Contractors Professional Team

The *Contractor's* Professional Team shall consist of a minimum of the following disciplines all of whom must be registered with the Engineering Council of South Africa (ECSA):

- i. Electrical Engineering Designer/Specialist

The Lead Electrical Engineer must be professionally registered with ECSA and have a minimum of 10 years of experience in the design of the building's Electrical systems.

- ii. Mechanical Engineering Designer/Specialist

The Lead Mechanical Engineer must be professionally registered with ECSA and have a minimum of 10 years of experience in the design of the building's Mechanical systems.

7.7.7 Contractor's Industrial Relations Person (CIRP)

The *Contractor* employs a *Contractor's* Industrial Relations Person (CIRP) as a key person under ECC Clause 24.1.

The CIRP is not required to be based on the Site and ensures that all reports and IR requests are submitted accurately and in a timely manner to the Project Manager, CM, PIRM, PSIRM and/or SIRM.

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 [state specific details within paragraph 6.1 management meetings of the Works Information].
- Represent the *Contractor* on the Industrial Relations Co-ordinating Committee (IRCC).

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.

7.8 Training workshops

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

- A safety induction training.
- Health and safety specification requirements.
- HAZCON workshop

7.9 Insurance provided by the Employer

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

7.10 Contract change management

No additional requirements apply to ECC Clause 60 series.

7.11 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.

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

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

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

- b) Records of Equipment used and people employed outside the Working Areas (if applicable)

7.13 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.

The invoice contains the supporting detail.

The invoice is presented by hand delivery.

Invoices submitted presented to:

Transnet National Ports Authority

237 Mahatma Gandhi Road

Durban

For the attention of the *Project Manager*.

7.14 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).

Project Industrial Relations Policy and Management Plan:

The *Contractor* complies with the following Project Industrial Relations Policy and Management Plan (PIRPMP):

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.

7.15 Plant and Materials

7.15.1 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*.

7.15.2 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.

7.15.3 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.

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

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

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

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

7.15.7 *Contractor's* procurement of Plant and Materials

7.15.8 Spares and consumables

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

7.16 Contractor's Equipment (including temporary works).

7.16.1 The *Contractor* provides all equipment required for the execution of the *works*.

7.16.2 The Equipment category is subject for acceptance tests and inspections by the *Project Manager* prior to using the Equipment on the Site and/or Working Areas.

8 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	Description / Discipline	Document No(s)
A	Project Health and Safety Specification	TBC
B	Transnet Integrated Management System Policy Commitment Statement	TIMS-IMS-GRP-GDL-002-1
C	Standard Operating Procedure: Construction Environmental Management	009-TCC-CLO-SUS-11386
D	Standard Operating Procedure: Minimum Environmental Management Specifications	009-TCC-CLO_SUS-11385
E	Transnet Asbestos Management Procedure	009-TRN-CLO-SUS-8848
F	Contractor Documentation Submittal Requirements	DOC-STD-0001 rev 3
G	General Quality Requirements for Suppliers and Contractors	TNPA-QUAL-RFQ-014.1
H	Principal Controlled Insurance	TBC

I	Contractor Safety Questionnaire	TBC
J	Health & Safety Pricing Schedule	TRN-IMS-GRP-GDL 014.4
K	TGC IR	HMG-IR-M-001.
L	TNPA Asbestos Management Plan	TBC
N	Technical Specification for Design, Supply, Delivery, Installation and Commissioning of Fire Detection system	KZNLH-1-14-SP-1001
O	Technical Specification for Design, Supply, Delivery, Installation and Commissioning of Fire Suppression system	KZNLH-1-14-SP-1002
P	Technical Specification for Detailed Design, Supply, Delivery, Installation and Commissioning of Internal Water Reticulation	KZNLH-1-14-SP-1003
Q	Technical Specification for Supply, Delivery, Installation, Testing and Commissioning of Heating, Ventilation, and Air Conditioning (HVAC) System for the New Clothing Facility in the Port of Durban	KZNLH-1-14-SP-1004
R	CAD Standards	ENG-STD-0001
S	RENOVATIONS OF THE WAREHOUSE	DH6401003-000-00

Part C4: Site Information



PART C4: SITE INFORMATION

Document reference	Title	No of page
C4.1	This cover page	1
	Site Information	5
Total number of pages		6

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 06 Toulon Road Building 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 acts and Port’s management, which represents the various tenants in the area, and the landlord, TNPA. The access to the complex is through Bayhead Road, Rotterdam Road eastbound.



06 Toulon Road Building aerial view



06 Toulon Road Building front view

2. Access and access permits

Access to 06 Toulon Road Building requires access permits which shall be obtained from TNPA security offices located at Bay Terrace Building. All costs incurred in providing construction personnel with access permits shall be borne by the *Contractor*. Access certificates will be arranged by TNPA's *Project Manager*. Access to both sites is through Transnet security checkpoints. The contractor shall consider the traffic congestion through these checkpoints when determining their transportation requirements. Pedestrian movement within these sites is not permitted unless authorised by the *Project Manager* and on routes designated by the *Project Manager* in conjunction with Port Security. Movement of construction staff within the site shall be by vehicle.

Maintaining client's access

The surrounding areas of 06 Toulon Road Building are used by the client whose varied interests shall be protected where possible by the *Contractor* during the contract. The *Contractor* shall keep the safe passage of traffic to, from and within the site at all times. This shall entail the provision of flagmen, protective barriers, signs, etc for protection, direction and control of traffic. The *contractor* shall maintain the speed limit of 20km/h when driving within the site.

The site is located within the port's boundary in the Bayhead precinct with the flow of traffic that should not be disrupted.

Access to the site will be along Bayhead Road, through Rotterdam Road eastbound and the *Contractor* is to avoid traffic peak hours when accessing the site. The *Contractor* shall take every reasonable precaution to prevent damage to any roads or entrances used to access the site and shall restrict loads to avoid damages to the entrances to both sites.

Occupations and work permits

Hot work permit

Hot work can create significant health and safety hazards that put workers, those around them, and the premises itself in danger. An *Employer* has a legal duty to ensure that risks in their workplace are assessed, controlled and monitored so that the employees remain safe from harm,

including those from hot work. The *Employer* has identified the hazards during the risk workshop and implemented suitable controls to reduce the risks to as low as is reasonably practicable.

Where applicable, the *Contractor* shall obtain the hot works permits in advance, in compliance with Occupational Health and Safety Act, 1993 and Construction Regulations, 2014. These shall be arranged by the *Contractor* with TNPA Fire department.

Existing services

Existing services drawing will be issued by the TNPA drawing office, where necessary. As there is some doubt about the accuracy of these drawings, the Contractor may encounter services not shown in the drawings supplied. Due to the potentially high density of services, the uncertainty regarding their exact locations and the sensitivity of the products and the area in general, trenching shall be by hand only and with the use of blunted equipment. The first site meeting shall include a walk about on the site where TNPA will point out known services and hazards that may not be shown on supplied plans.

In addition to the above, the *Contractor* shall consult the NEC ECC3 supervisor prior to undertaking any excavation work. The *Contractor* must thereafter exercise due care and attention in carrying out the agreed excavation work as may be directed by the NEC ECC3 supervisor to avoid damage or disruption to existing services.

The contractor shall be liable for all claims arising out of any damage caused by such excavation, if the *Contractor* fails to exercise the requisite care and attention in carrying out the excavation. The existing services shall be protected when excavating for new services and surfacing.

The *Contractor* is required to liaise with the NEC ECC 3 supervisor and establish as accurately as possible, the location of the various existing services situated within the works area and record all such information on a suitable "marked -up" drawing for reference at all times.

Site camp

An area will be made available for the establishment of a construction site camp. This will be pointed out at the site inspection. The *Contractor* may establish his offices, storage areas and batch plant within his site camp. Site camp security shall be the responsibility of the *Contractor*.

The construction site camp shall be clearly sign posted as such and be compliant with the relevant prevailing safety regulations and restrictions until the *Contractor* has de-established the camp and this has been approved by the *Project Manager* or NEC ECC3 Supervisor