

**Transnet National Ports Authority**

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

**REQUEST FOR PROPOSAL (RFP)**

**FOR MECHANICAL EQUIPMENT AND FIRE INSTALLATIONS AT 06 TOULON ROAD  
BUILDING IN THE PORT OF DURBAN FOR A PERIOD OF SIX (6) MONTHS**

|                                         |                                     |
|-----------------------------------------|-------------------------------------|
| <b>RFP NUMBER</b>                       | <b>: TNPA/2026/03/0651/3752/RFP</b> |
| <b>ISSUE DATE</b>                       | <b>: 22 April 2026</b>              |
| <b>COMPULSORY CLARIFICATION MEETING</b> | <b>: 4 May 2026</b>                 |
| <b>CLOSING DATE</b>                     | <b>: 25 May 2026</b>                |
| <b>CLOSING TIME</b>                     | <b>: 16h00</b>                      |
| <b>TENDER VALIDITY PERIOD</b>           | <b>: 12 weeks from closing date</b> |

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Transnet National Ports Authority

Tender Number: TNPA/2026/03/0651/3752/RFP

Description of works: Mechanical Equipment and Fire Installations at 06 Toulon Road Building in the Port of Durban for a period of six (6) months

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## The Tender

## **Part T1: Tendering Procedures**

## **T1.1 Tender Notice and Invitation to Tender**

## T1.1 TENDER NOTICE AND INVITATION TO TENDER

### SECTION 1: NOTICE TO TENDERERS

#### 1. INVITATION TO TENDER

- a) 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]. Only those tenderers who are registered with the Construction Industry Development Regulations, with a designation of **6ME or higher or 6SF or higher** class of construction work, are eligible to have their tenders evaluated.

|                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>DESCRIPTION</b>                             | <b>Mechanical Equipment and Fire Installations at 06 Toulon Road Building in the Port of Durban for a period of six (6) months</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>TENDER DOWNLOADING</b>                      | <b>This Tender may be downloaded directly from the National Treasury eTender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> and the Transnet website at <a href="https://transnetetenders.azurewebsites.net">https://transnetetenders.azurewebsites.net</a> (please use Google Chrome to access Transnet link) FREE OF CHARGE.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>COMPULSORY TENDER CLARIFICATION MEETING</b> | <p>A Compulsory Tender Clarification Meeting will be conducted at <b>Queens Warehouse, 237 Mahatma Gandhi Road, Durban on the 4 May 2026, at 10:00am [10 O'clock]</b> for a period of <math>\pm</math> 6 (six) 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><b>A Site visit/walk will take place, tenderers are to note:</b></p> <ul style="list-style-type: none"> <li>• Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats.</li> <li>• Tenderers without the recommended PPE will not be allowed on the site walk.</li> <li>• Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyser testing.</li> <li>• All forms of firearms are prohibited on Transnet properties and premises.</li> </ul> |

|                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|---------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                     | <ul style="list-style-type: none"> <li>The relevant persons attending the meeting must ensure that their identity documents, passports or drivers licences are on them for inspection at the access control gates.</li> </ul> <p>Certificate of Attendance in the form set out in the <b>Returnable Schedule T2.2-01</b> hereto must be completed and submitted with your Tender as proof of attendance is required for a <b>compulsory</b> site meeting and/or tender briefing.</p> <p><b>Tenderers are required to bring this Returnable Schedule T2.2-01 to the Compulsory Tender Clarification Meeting to be signed by the Employer's Representative.</b></p> <p><b>Tenderers failing to attend the compulsory tender briefing will be disqualified.</b></p> |
| <b>CLOSING DATE</b> | <p><b>16h00 on 25 May 2026</b> - Tenderers must ensure that tenders are uploaded timeously onto the system. <b>If a tender is late, it will not be accepted for consideration.</b></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) Each company must register its profile using its company details and use the corresponding registered profile to log an intent to bid as well as submitting any bid.
- c) Transnet will not accept a bid or will disqualify a bidder who submits a bid in the Transnet e-tender submission through another bidders'/Company's profile. In other words, each bidder must register the intent to bid and submit its bid through its own profile under the same company name that will eventually bid for the tender. No company shall submit a bid on behalf of another company regardless of the company being a subsidiary or holding company.
- d) In case of a Joint Venture, any of the parties/companies to the Joint Venture may use its registered profile to submit a bid on behalf of the Joint Venture.
- e) 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.
- f) 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 on **T2.2-23 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 pertaining to matters that might present an unacceptable commercial risk to the *employer*, including but not limited to the following:
  - *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.*
- 4.13. Transnet reserves the right to not award to such a low offer that would pose an unacceptable commercial risk.

- 4.14. Transnet reserves the right to make use of a stand-by *contractor* for circumstances where the 1st ranked bidder (main *contractor*) after having accepted the award of business or has signed the contract, indicates that they will not be able to deliver the goods or services or at any time during the execution of the contract, the main contractor is unable to complete the work (delivery of goods and services). The Stand-by *contractor* would be awarded a contract at the same time as the main *contractor*, however, the terms will stipulate that the contract will only come into effect if the main contractor has deemed that they can no longer continue the works or if the *Employer* has deemed the contractor is unable to complete the works due to unavailability of financing to complete the works, poor performance, heavy time delays caused by the *contractor* and other reasons for termination detailed in the contract in reference to termination. The main *contractor* will be given sufficient opportunity to remedy the situation before termination is decided. All normal procedures for termination of the main *contractor's* duties shall follow the relevant terms and conditions of the signed contract, before the stand-by *contractor* takes over the works. if the standby *contractor* takes over the works they will only be paid for the remainder of works to be done, and measured as per the relevant clauses for measurement and payment provided in the signed contract. The standby *contractor* will only receive a Purchase Order after termination of the main *contractor* obligations; hence the standby *contractor* shall not incur any expenditure towards this contract in preparation for an event where s/he is called in by the *Employer*. The *Employer* will not be liable/accountable for any expenditure incurred by the standby *contractor* prior to there being a clear communication from the *Employer* calling on the standby *contractor* to deliver part of or full purchase order.
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

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

Supplier Number

|   |   |   |   |  |  |  |  |  |  |  |  |
|---|---|---|---|--|--|--|--|--|--|--|--|
| M | A | A | A |  |  |  |  |  |  |  |  |
|---|---|---|---|--|--|--|--|--|--|--|--|

and

Unique registration reference number

|  |  |  |  |  |  |  |  |  |  |  |  |
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**The following whistle blowing channels area available to report incidents:**

**1.1 Toll Free No: 0800 003 056**

**1.2 Email Address: [Transnet.Reportit@outlook.com](mailto:Transnet.Reportit@outlook.com)**

**1.3 SMS: 063 786 7403**

**1.4 Please Call me number: \*120\*0637867403**

**1.5 A dedicated Website: <https://whistleblowersoftware.com/secure/Transnet>**

*LEARNER GUIDE*

TRANSNET



TRANSNET  
**E-SUPPLIER**  
**PORTAL TRAINING**

**DPS**  
DIGITAL PROCUREMENT SYSTEM





# OUR LEARNING JOURNEY

1

Purpose & Outcomes

2

Step by Step Guide

3

Conclusion

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Glossary: Acronyms

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Glossary: Portal Actions

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# Purpose & Outcomes



## Purpose

The purpose of this module is to enable participants to understand and effectively use the eSupplier Portal. Learners will gain the knowledge and practical skills required to perform supplier registration, tender bidding, and contract approval activities in line with organisational processes and compliance requirements.

## Learning Outcomes

By the end of this module, participants will be able to:

### Registration

Capture and submit supplier registration details, including business, partner, transformation, and address information.

### Tender Bidding

Log an intent to bid on the portal.

Upload bid documentation in the required formats.

Capture pricing schedules accurately.

Complete and submit scorecards for evaluation.

### Contract Approval

Review contracts for approval within the system.

Use contract chat and communication functions to resolve queries and finalise approval.

### System Use

Apply knowledge of the eSupplier Portal to confidently perform supplier-related activities in support of organisational compliance and operational requirements.

TRANSNET



# TRANSNET

## **E-SUPPLIER**

### **PORTAL TRAINING**

**DPS**  
DIGITAL PROCUREMENT SYSTEM

# # Supplier Registration



TRANSNET



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Supplier

## Registration:

**Step 1: Search for the Supplier Relationship Portal using the URL: [<E-supplier Portal Link>](#)**

Step 2: Click the sign up link.

Step 3: Populate the registration details:

- Populate your Email
- Populate your Name
- Populate your Surname
- Populate your Password and Confirm password

Step 4: Click the check box once you have agreed to the Terms and read all the policies.

Step 5: Click the verify email link button

[Cancel](#)

Register

I agree to Transnet's [Terms](#) and [Privacy Policy](#) ☒

Already have a Transnet account? [Sign In](#)

## Verification Link Sent

Didn't receive it? You can:

[Resend Verification Link](#)

A verification link has been sent to msiphiwo@gmail.com. Please check your inbox.

[Change Email](#)

[Back to Login](#)

## Transnet Verification Code

EcoX Logo

Hi Sipiwo,

Thank you for registering.

Please click the button below to activate your account:

If you did not request this, you can safely ignore this email.

Regards,  
Support Team

© EcoX. All rights reserved.

# # Registration (Organisation Information)



## Registration (Organization information):

**Step 1: Search for the Supplier Relationship Portal using the URL: [<E-supplier Portal Link>](#)**

Step 2: Populate your email and password details, then click sign button.

Step 3: Clicks the Supplier relationship management button.

Step 4: Click the manage button.

Step 5: On the Organization info button (Populate):

- Organization Name\*
- Website
- Email\*
- Country\*
- Primary Contact Name
- Primary Contact Title
- Office Number
- Mobile Number
- Relationship\*
- Status\*
- Industry\*
- Sector\*
- Upload
- Company Logo
- Company Bio

Step 6: Then click the save button

Supplier/Bidder

Main Organisation Information

|                      |                            |                       |                     |               |
|----------------------|----------------------------|-----------------------|---------------------|---------------|
| Organisation Info    | Organisation Name*         | Website               | Email*              | Country*      |
| Address              | SM TRADER                  | www.gpotts.com        | support@gpotts.com  | South Africa  |
| Partners             | Primary Contact Name       | Primary Contact Title | Office Number       | Mobile Number |
| Business Information | Daren Mudaly               | MR                    | Enter Office Number | 0829377765    |
| Transformation       | Relationship*              | Status*               | Industry*           | Sector*       |
|                      | Supplier                   | Active                | Technology          | SOFTWARE      |
| Verified             | Company Logo               |                       |                     |               |
| No                   | Choose File No file chosen |                       |                     |               |
| Company Bio          |                            |                       |                     |               |
| Company Bio          |                            |                       |                     |               |
| Save                 |                            |                       |                     |               |

# # Maintain and Manage Company Address Info.



## Registration (address):

**Step 1: Search for the Supplier Relationship Portal using the URL: [<E-supplier Portal Link>](#)**

Step 2: Populate your email and password details, then click sign button.

Step 3: Clicks the Supplier relationship management button.

Step 4: Click the manage button.

Step 5: On the Address button (Populate):

- Address Type\*
- Country\*
- Province\*
- Address Line1\*
- Address Line2
- Address Line3
- Postal Code\*
- Status\*
- Start Date\*

Step 6: Then click the save button

Supplier

Main Organisation Information

|                      |  |  |  |
|----------------------|--|--|--|
| Organisation Info    |  |  |  |
| Address              |  |  |  |
| Partners             |  |  |  |
| Business Information |  |  |  |
| Transformation       |  |  |  |

|                       |               |               |
|-----------------------|---------------|---------------|
| Address Type*         | Country*      | Province*     |
| Business              | South Africa  | Gauteng       |
| Address Line1*        | Address Line2 | Address Line3 |
| Montecasino Boulevard | Fourways      | Johannesburg  |
| Postal Code*          | Status*       | Start Date*   |
| 2191                  | Active        | 2025/02/27    |
| End Date              |               |               |
| yyyy/mm/dd            |               |               |
| <button>Save</button> |               |               |



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Supplier/Bidder

## Registration (Partners):

**Step 1: Search for the Supplier Relationship Portal using the URL: [<E-supplier Portal Link>](#)**

Step 2: Populate your email and password details, then click sign button.

Step 3: Clicks the Supplier relationship management button.

Step 4: Click the manage button.

Step 5: On the Partners button (Populate/Select):

- Partner\*
- Relationship\*
- Start Date\*
- End Date
- Populate the Agreement text field
- Populate the Terms text fields

Step 6: Then click the save button



Main Organisation Information

|                      |  |  |  |
|----------------------|--|--|--|
| Organisation Info    |  |  |  |
| Address              |  |  |  |
| Partners             |  |  |  |
| Business Information |  |  |  |
| Transformation       |  |  |  |

|                       |               |               |
|-----------------------|---------------|---------------|
| Address Type*         | Country*      | Province*     |
| Business              | South Africa  | Gauteng       |
| Address Line1*        | Address Line2 | Address Line3 |
| Montecasino Boulevard | Fourways      | Johannesburg  |
| Postal Code*          | Status*       | Start Date*   |
| 2191                  | Active        | 2025/02/27    |
| End Date              |               |               |
| yyyy/mm/dd            |               |               |
| <button>Save</button> |               |               |

# # Manage and Maintain Business Information



Supplier

## Registration (Partners):

**Step 1: Search for the Supplier Relationship Portal using the URL: [<E-supplier Portal Link>](#)**

Step 2: Populate your email and password details, then click sign button.

Step 3: Clicks the Supplier relationship management button.

Step 4: Click the manage button.

Step 5: On the Business information button (Populate/Select):

- Trading Name\*
- Company Registration Number\*
- Year of Incorporation\*

Step 6: Click the YES option on the radio button for: Do you have a South African VAT Number?

(If yes option is selected)

- Populate VAT No.
- Upload the VAT Certificate

Step 6: Then click the save button

The screenshot shows a web form titled "Main Organisation Information". On the left is a sidebar with tabs: "Organisation Info", "Address", "Partners", "Business Information" (which is highlighted in green), and "Transformation". The main form area contains several input fields: "Trading Name\*" with the value "Eco X", "Company Registration Number\*" with the value "09", and "Year of Incorporation\*" with the value "2025/09/02". Below these is a question "Do you have a South African VAT Number?" with a "Yes" radio button selected. Underneath are fields for "VAT Number\*" and "VAT Certificate\*" with a "Choose File" button and the text "No file chosen". A green "Save" button is located at the bottom right of the form.



## Registration (Transformation):

**Step 1: Search for the Supplier Relationship Portal using the URL: [<E-supplier Portal Link>](#)**

Step 2: Populate your email and password details, then click sign button.

Step 3: Clicks the Supplier relationship management button.

Step 4: Click the manage button.

Step 5: On the transformation button (Populate/Select):

- BBBEE Level\*
- Date of Issue\*
- Date of Expiry\*
- Issued By\*
- Black Youth Ownership %\*
- Black Woman Ownership %\*
- BEE Vendor Class\*
- Black Youth Ownership %\*
- Black Woman Ownership %\*
- BEE Vendor Class\*
- (Click the yes or no option on the radio button) BEE Value-adding Enterprise?
- (Click the yes or no option on the radio button) Empowering Supplier?
- Upload BBBEE Affidavit/Certificate\*

Step 6: Then click the save button

The screenshot shows a web form titled "Main Organisation Information" with a green header bar. On the left, there is a sidebar with tabs: "Organisation Info", "Partners", "Business Information", and "Transformation" (which is highlighted in green). The main form area contains several input fields and sections:

- BBBEE Level\***: A dropdown menu showing "Level 5".
- Date of Issue\***: A date picker showing "2025/09/05".
- Date of Expiry\***: A date picker showing "2025/09/29".
- Issued By\***: A text field containing "Buhle Yankolo".
- Black Youth Ownership %\***: A text field containing "10.00".
- Black Woman Ownership %\***: A text field containing "20.00".
- BEE Vendor Class\***: A dropdown menu showing "EME".
- BEE Value-adding Enterprise?**: A radio button group with "Yes" and "No" options. "No" is selected.
- Empowering Supplier?**: A radio button group with "Yes" and "No" options. "No" is selected.
- Upload BBBEE Affidavit/Certificate\***: A file upload section with a "Choose File" button and "No file chosen" text.

At the bottom of the form, there is a blue button labeled "View Certificate" and a green button labeled "Save".



## Applying for Bids

Step 1: Log on to the **Supplier Relationship Portal**.  
(**<E-supplier Portal Link>**)

Step 2: View the **Open Tender Tab**.

Step 3: View the **relevant tender**.

Step 4: Click **View details**.

Step 3: Click the **Log Intent to bid radio button** to **Yes**.

Supplier/Bidder

## Ask for Clarity

Step 1: Click the ask for **clarity tab**.

Step 2: Type the message in the text bar, then click the **send arrow**

The screenshot shows the 'Submission Intent Details' page. It has two tabs: 'Tender Details' (selected) and 'Ask for Clarity'. The 'Tender Details' tab displays information about a tender, including the Tender Reference Number (TIC/2025/07/0000/00000000), Name of Tender (TESTING TRANSACTION FOR OPEN TENDER), Description (TESTING TRANSACTION FOR OPEN TENDER), Tender Type (RFI), Contact Person (Vikash Chaudhary), and Contact Person Email Address (vikash.chaudhary@transnet.net). There is a 'Log on Intent to Bid' section with a radio button and a 'Submit Tender Documents' button. The 'Ask for Clarity' tab is currently empty.

The screenshot shows a 'Talk to Us' chat window. It has a text input field at the bottom with a placeholder 'Type a message' and a 'send arrow' button. A message bubble is visible at the top right, containing the text 'Can I have clarity' and the timestamp '2025-09-22 13:47:12'.



# Submit Tender Documentation



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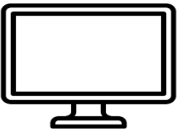
7

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Supplier

- Step 1: Click the Submit Tender Documents button (blue)
- Step 2: Click on the mandatory tab.
- Step 3: Choose a file form your local, click the Upload Documents button to upload the document in this Section.
- Step 4: Click on the Essential tab.
- Step 5: Choose a file form your local, click the Upload Documents button to upload the document in this Section.
- Step 6: Click on the non-essential tab.
- Step 7: Choose a file from your local, click the Upload Documents button to upload the document in this Section.
- Step 8: Click on the other tab.
- Step 9: Choose a file from your local, click the Upload Documents button to upload the document in this Section





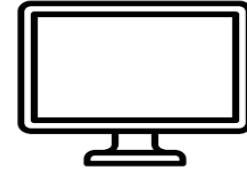
1

## Pricing Captured

Step 1: Click on the Pricing schedule tab.

Step 2: Click the Capture Pricing button, Capture your rating on each line item.

Step 3: Click the Submit pricing button.



3

4

5

6

7

8

9

Supplier/Bidder

## Scorecard Captured

Step 1: Click the Score card tab.

Step 2: Click the Choose file button, then upload a file.

Step 3: Type a comment on the comment section.

|                        |                   |                      |                 |                  |            |
|------------------------|-------------------|----------------------|-----------------|------------------|------------|
| Mandatory              | Essential         | Returnable Documents | Other           | Pricing Schedule | Scorecards |
|                        |                   |                      |                 |                  |            |
| Schedule Name          | Type              | Status               | Action          |                  |            |
| Inverters Calculations | Activity Schedule | Enabled              | Capture Pricing |                  |            |

|               |           |                      |                            |                  |            |
|---------------|-----------|----------------------|----------------------------|------------------|------------|
| Mandatory     | Essential | Returnable Documents | Other                      | Pricing Schedule | Scorecards |
| Copy          | Excel     | CSV                  | PDF                        | Print            | Search     |
| Criteria      | Evidence  | Scoring Guideline    | Upload                     | Action           |            |
| Acceptance of |           |                      | Choose file No file chosen | Comments         |            |
|               |           |                      | Upload                     |                  |            |

Uploaded Documents  
No documents uploaded yet.

Mandatory

Essential

Returnable Documents

Other

Scorecards



# Tender Bid is submitted



10

Supplier

## Submit Tender Bid

Step 1: Click my intents tab.

Step 2 Click the View detail button on the tender.

Step 3: Click the Submit Tender Document button

Click the submit application button.

Step 4: Click the Submit Application button.



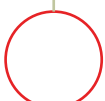
### Terms of use

Information provided by the bidder through this portal constitutes a binding bid submission/response and a commitment to deliver Transnet requirements. Kindly not that the system automatically ranks the outcome of the evaluation of the price and BBEE scoring based on the information provided. Pricing and BBEE information provided is the responsibility of the bidder to ensure correctness and Transnet will only consider your latest submission made before closing date.

Submit Application



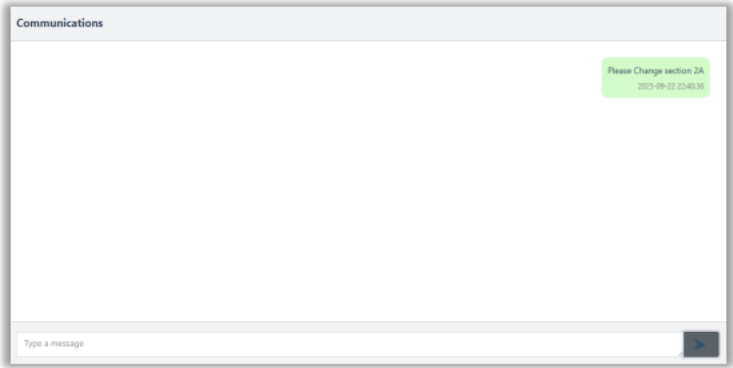
# Supplier Response



Supplier

## Supplier Response

- Step 1: Login the Supplier Relationship Portal.
- Step 2: Click on the SRM tab.
- Step 3: Click on the documentation tab.
- Step 4: Click on the contract tab.
- Step 5: Click on the folder with the shared contract (MSA) to preview the documentation.
- Step 6: View the Chat section and add comments related to the shared MSA and click send





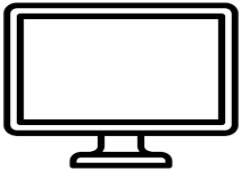
# Supplier Approval



Supplier/Bidder

## Supplier Approval

- Step 1: Login the Supplier Relationship Portal.
- Step 2: Click on the SRM tab.
- Step 3: Click on documentation tab.
- Step 4: Search for the Contract on the Urgent attention table.
- Step 5: Click the manage button then click Approve button.



Urgent Attention

Show 10 rows Download List Show Columns

| Request Date        | MSA No.                                  | Status  | Action |
|---------------------|------------------------------------------|---------|--------|
| 2025-07-25 13:13:22 | MSA/TC/2025/07/0006/84/RFQ-Non-Technical | Signed  | Manage |
| 2025-07-28 10:54:05 | MSA3/TC/2025/07/0008/96/RFQ              | Signed  | Manage |
| 2025-07-29 12:42:52 | MSA3/TFR/2025/06/0001/77/RFI             | Signed  | Manage |
| 2025-08-01 13:25:55 | MSA4/TFR/2025/06/0001/77/RFI             | Signed  | Manage |
| 2025-09-21 20:35:42 | MSA/TC/2025/09/0038/123/RFQ              | Signed  | Manage |
| 2025-09-22 21:26:55 | MSA3/TC/2025/09/0038/123/RFQ             | Signed  | Manage |
| 2025-09-22 23:08:58 | MSA3/TFP/2025/07/0002/80/RFI             | Pending | Manage |

Showing 1 to 7 of 7 entries

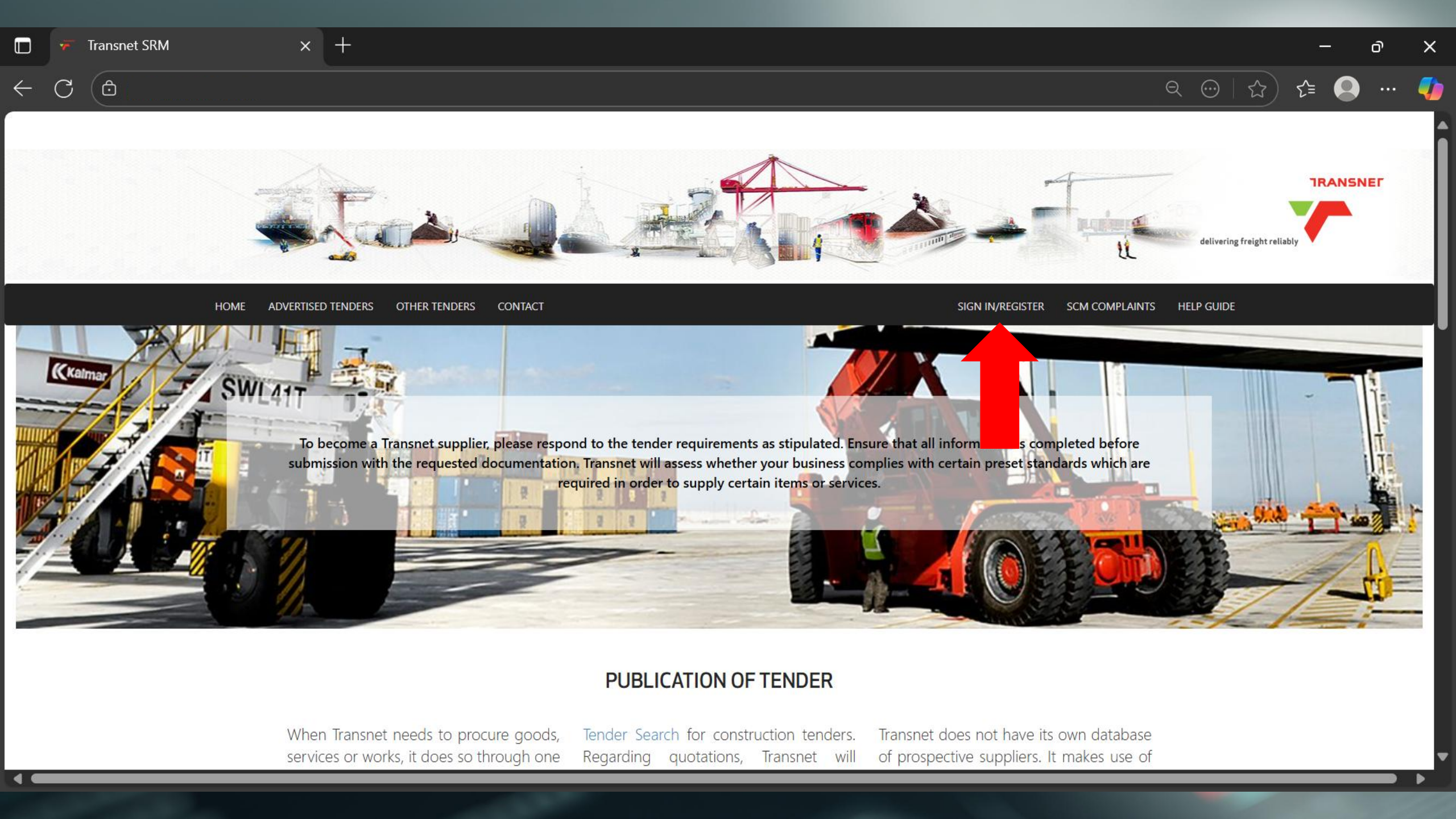
Approve

TRANSNET



*FULL-SCREEN  
IMAGES*  
TRANSNET  
**E-SUPPLIER**  
**PORTAL TRAINING**

**DPS**  
DIGITAL PROCUREMENT SYSTEM



HOME ADVERTISED TENDERS OTHER TENDERS CONTACT

SIGN IN/REGISTER SCM COMPLAINTS HELP GUIDE

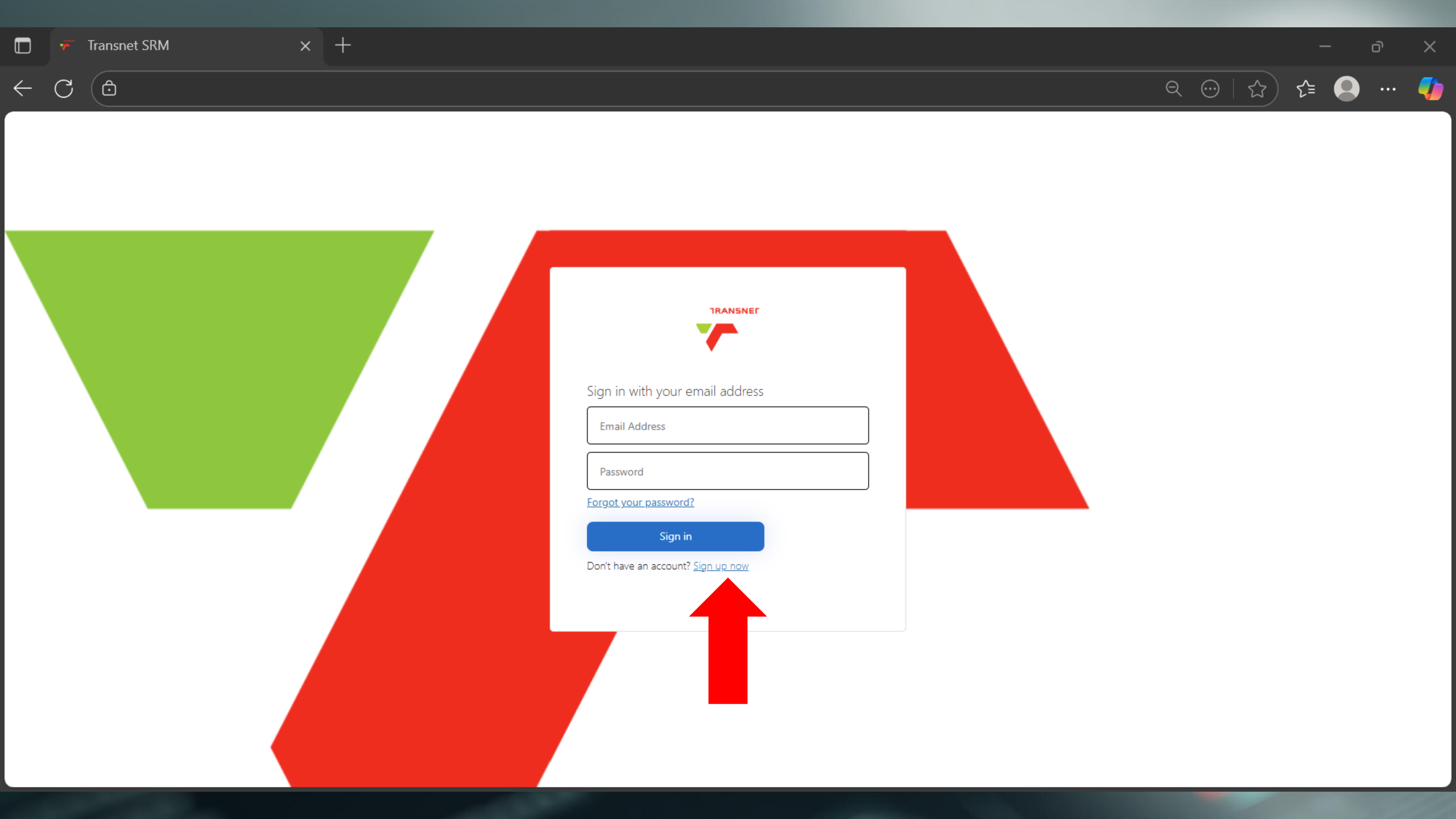
To become a Transnet supplier, please respond to the tender requirements as stipulated. Ensure that all information is completed before submission with the requested documentation. Transnet will assess whether your business complies with certain preset standards which are required in order to supply certain items or services.

## PUBLICATION OF TENDER

When Transnet needs to procure goods, services or works, it does so through one

[Tender Search](#) for construction tenders. Regarding quotations, Transnet will

Transnet does not have its own database of prospective suppliers. It makes use of

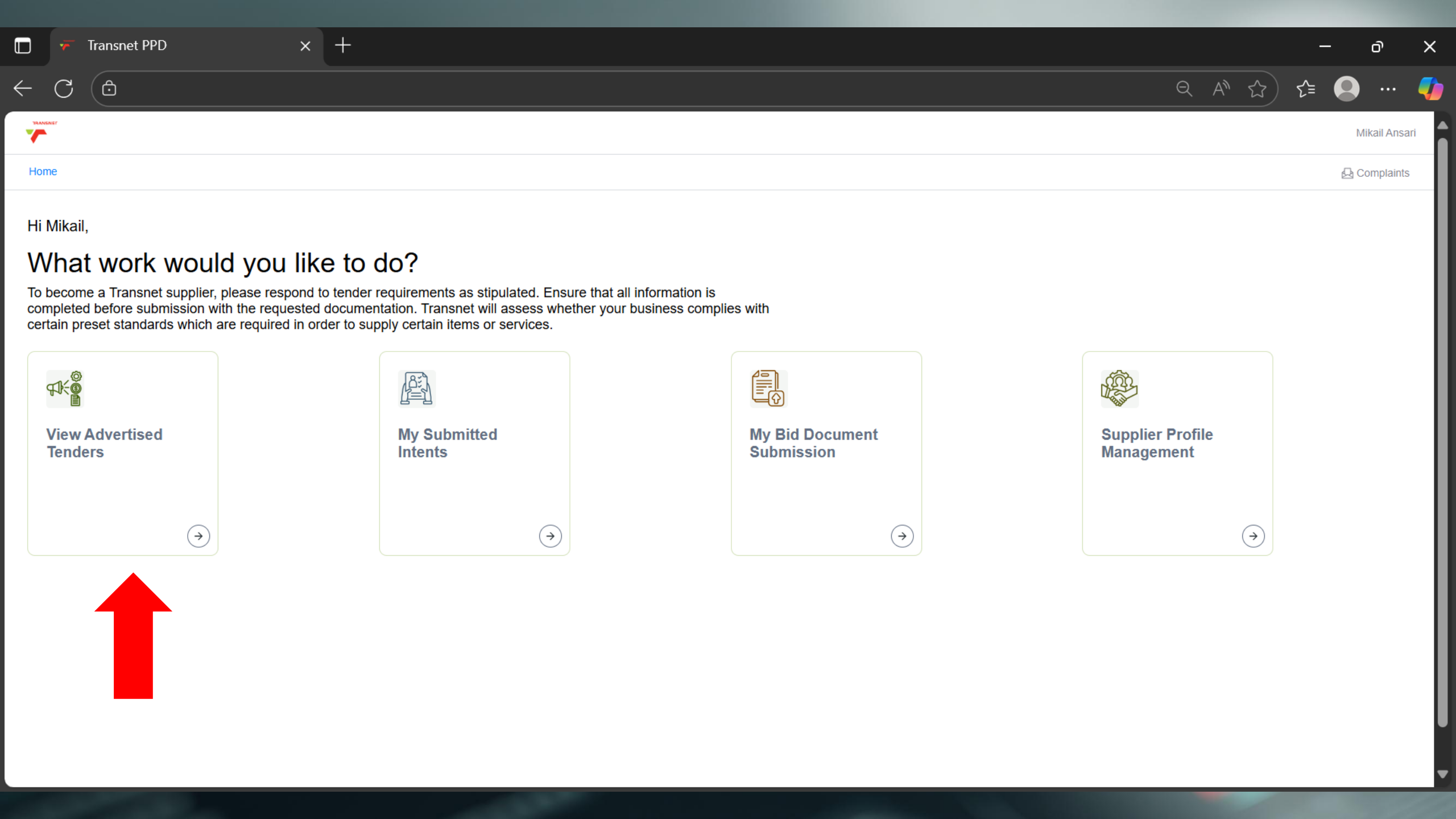


Sign in with your email address

[Forgot your password?](#)

Sign in

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



Hi Mikail,

## What work would you like to do?

To become a Transnet supplier, please respond to tender requirements as stipulated. Ensure that all information is completed before submission with the requested documentation. Transnet will assess whether your business complies with certain preset standards which are required in order to supply certain items or services.



**View Advertised  
Tenders**



**My Submitted  
Intents**

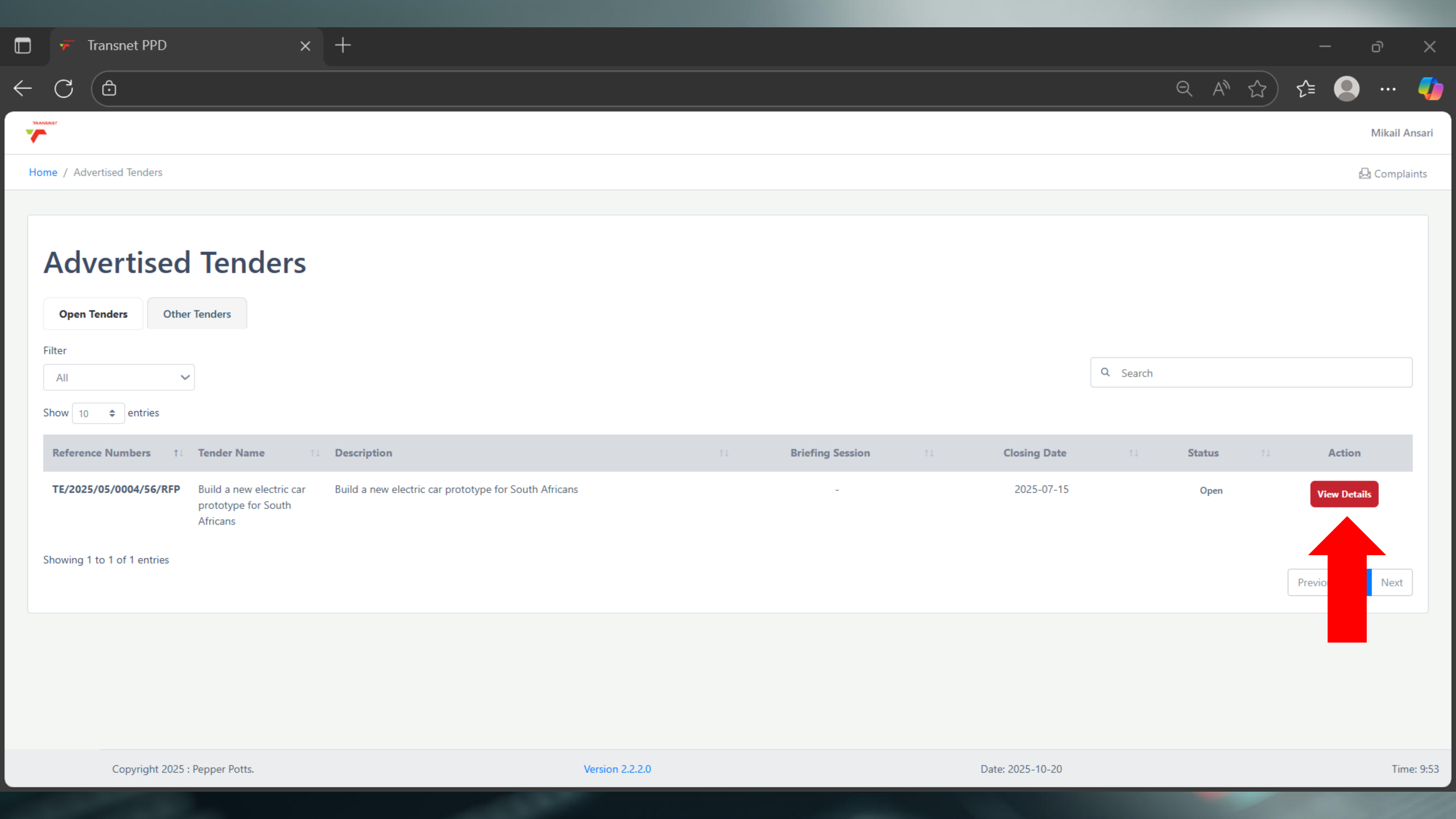


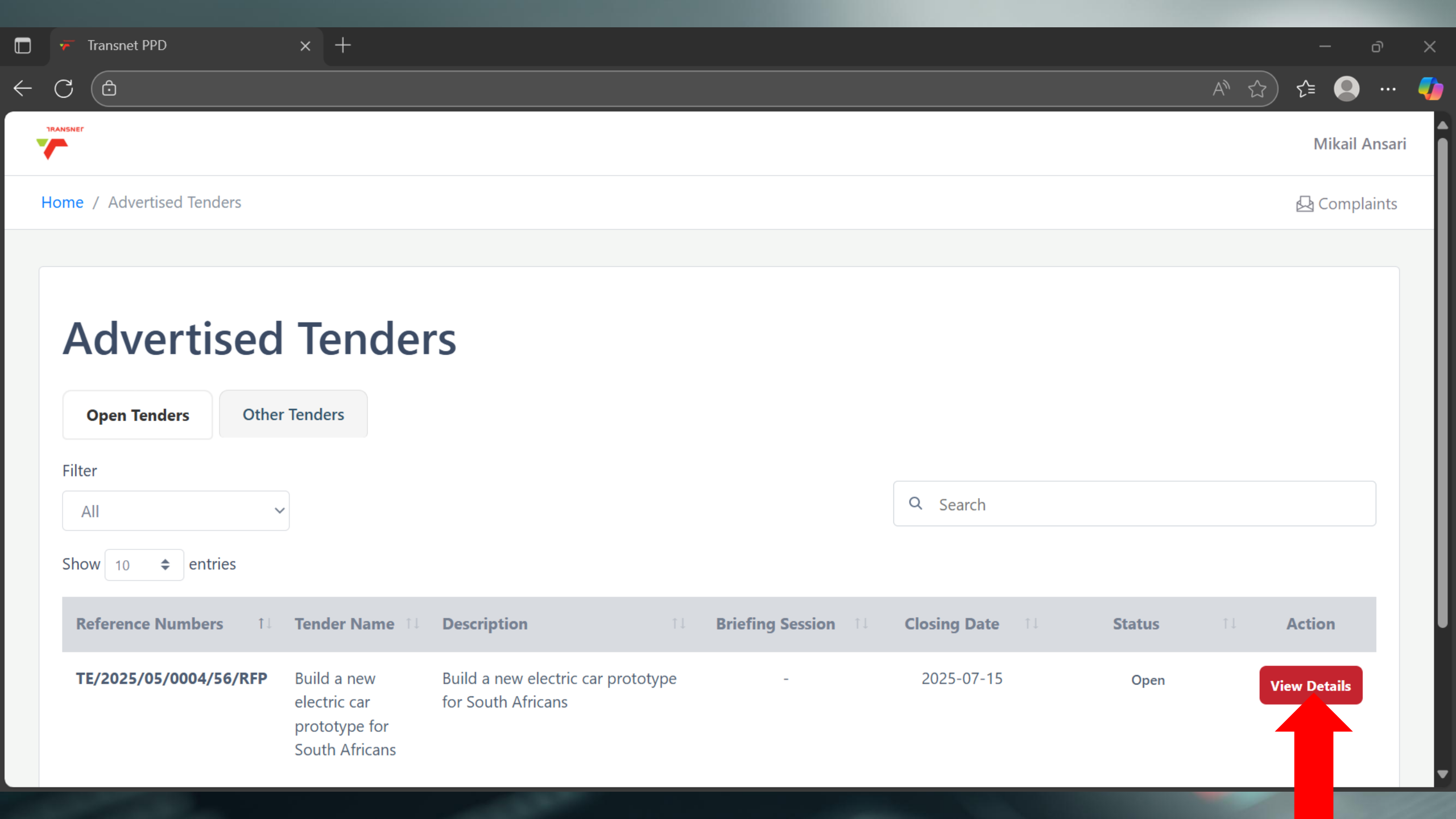
**My Bid Document  
Submission**

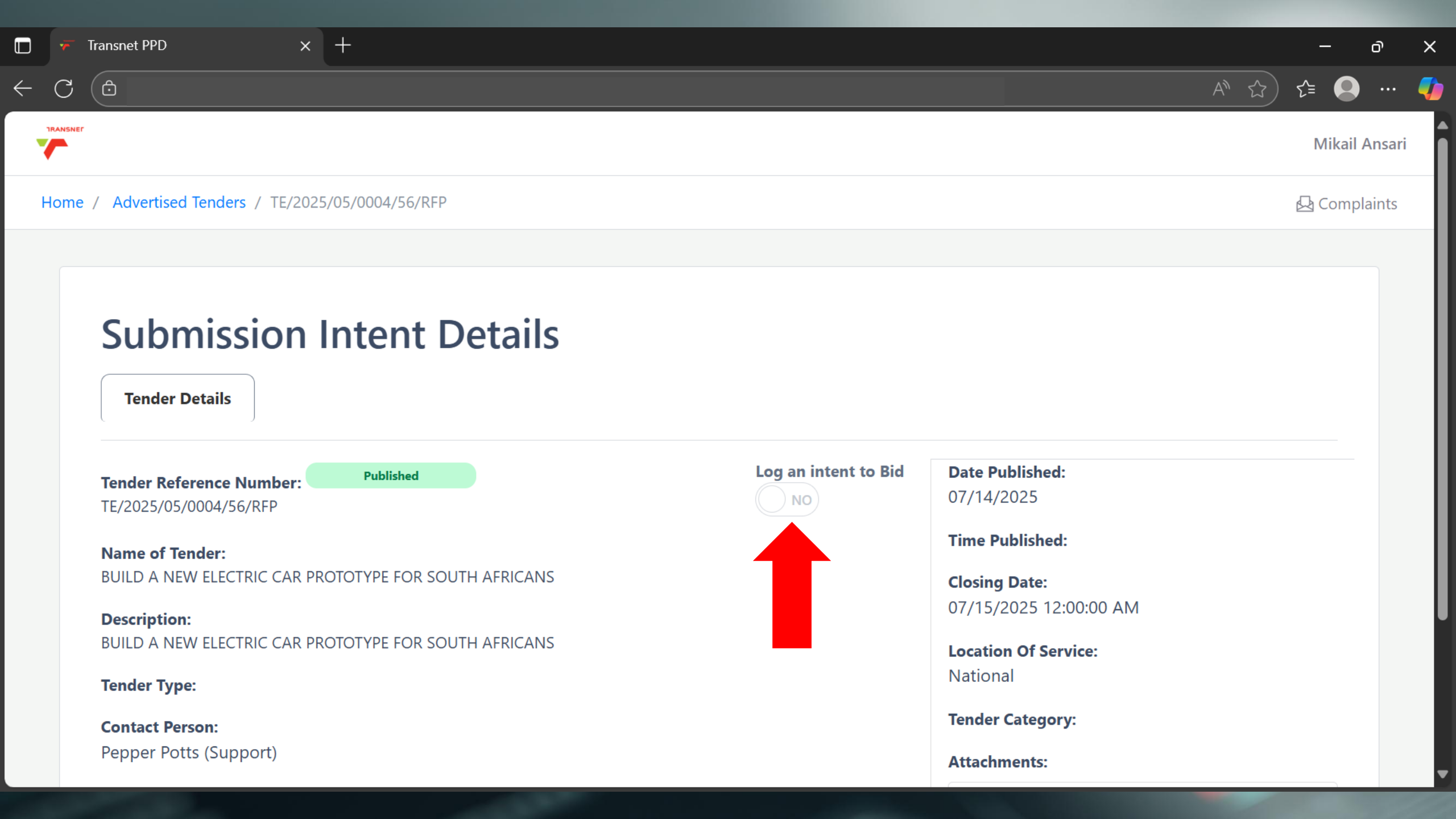


**Supplier Profile  
Management**









# Submission Intent Details

## Tender Details

**Tender Reference Number:**

Published

TE/2025/05/0004/56/RFP

**Name of Tender:**

BUILD A NEW ELECTRIC CAR PROTOTYPE FOR SOUTH AFRICANS

**Description:**

BUILD A NEW ELECTRIC CAR PROTOTYPE FOR SOUTH AFRICANS

**Tender Type:****Contact Person:**

Pepper Potts (Support)

**Log an intent to Bid**

NO

**Date Published:**

07/14/2025

**Time Published:****Closing Date:**

07/15/2025 12:00:00 AM

**Location Of Service:**

National

**Tender Category:****Attachments:**



## Submission Intent Details

## Tender Details

**Tender Reference Number:**

Published

TE/2025/05/0004/56/RFP

## Log an intent to Bid

YES

**Date Published:**

07/14/2025

**Name of Tender:**

## BUILD A NEW ELECTRIC CAR PROTOTYPE FOR SOUTH AFRICANS

**Description:**

## BUILD A NEW ELECTRIC CAR PROTOTYPE FOR SOUTH AFRICANS

**Tender Type:**

**Contact Person:**

### Pepper Potts (Support)

Time Published:

**Closing Date:**

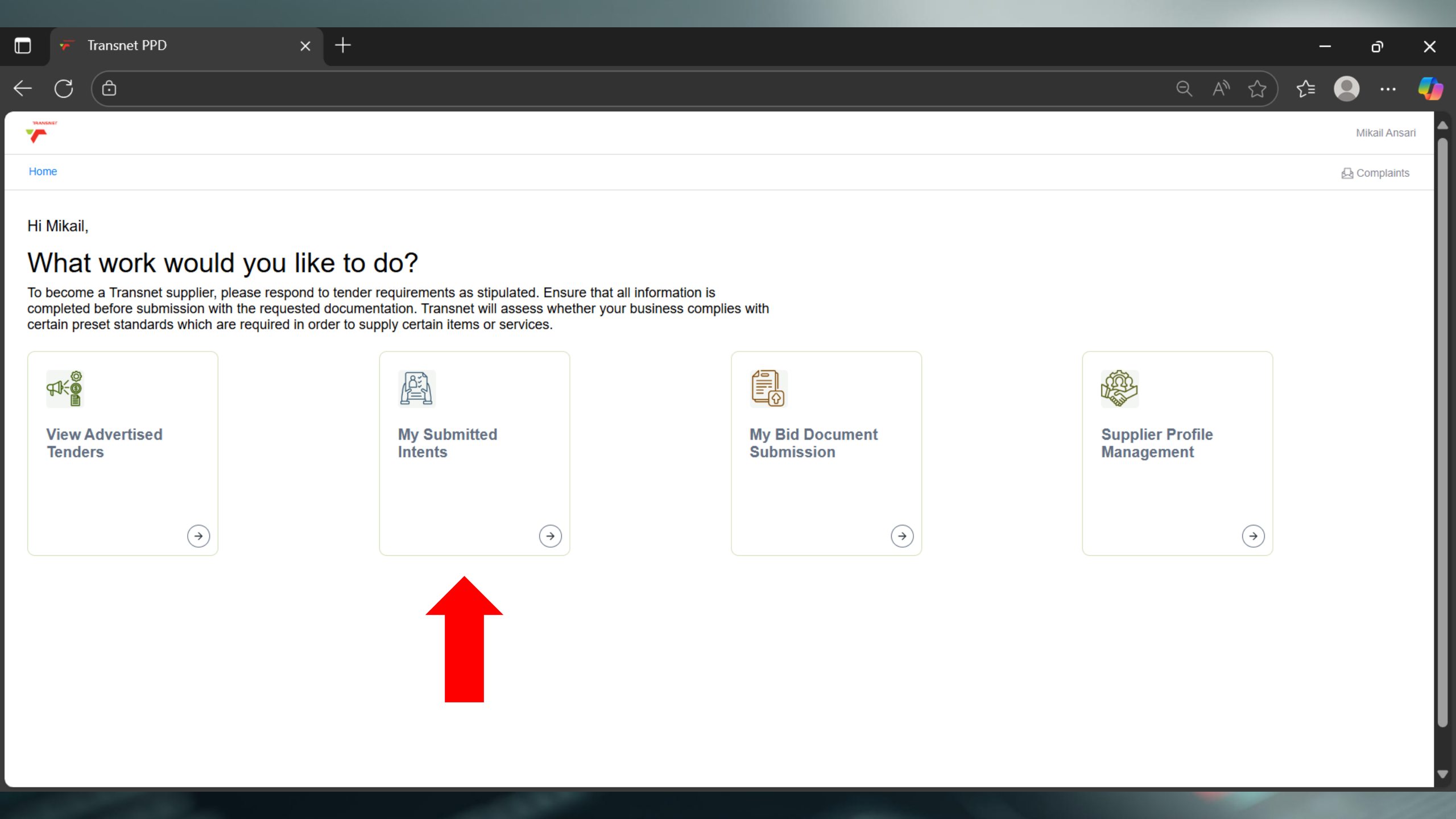
07/15/2025 12:00:00 AM

**Location Of Service:**

National

**Tender Category:**

**Attachments:**



[Home](#)

Mikail Ansari

Complaints

Hi Mikail,

## What work would you like to do?

To become a Transnet supplier, please respond to tender requirements as stipulated. Ensure that all information is completed before submission with the requested documentation. Transnet will assess whether your business complies with certain preset standards which are required in order to supply certain items or services.



**View Advertised  
Tenders**



**My Submitted  
Intents**



**My Bid Document  
Submission**



**Supplier Profile  
Management**



Transnet PPD

←↻🔒

A🌟🌟👤⋮🌈



Mikail Ansari

Home / My Intents

📧 Complaints

# My Intents

Show columns

All

Show

10

entries

| Reference Number                               | Tender Name | Description               | Briefing Session Date | Intent Logged Date  | Logged By     | Closing Date           |
|------------------------------------------------|-------------|---------------------------|-----------------------|---------------------|---------------|------------------------|
| <div><div>⊖</div>TPL/2025/05/0001/55/RFI</div> | Diesel      | Please tender this tender | -                     | 06/08/2025 13:03:38 | Mikail Ansari | 14/07/2025<br>12:00 AM |

Tender Status

Cancelled

Action

View Details

### Abstract



**Mandatory**

Essential

Returnable Documents

Other

**⚠ Please take note before uploading**

- Duplicate documents are not permitted
- There's a 50MB file size limit per upload
- Please allow yourself sufficient time to upload documents and consider your internet speed

**Required Document(s):**

- Company registration documents
- Tax clearance certificate
- BBBEE certificate (if applicable)
- Bid proposal and pricing schedule
- Technical compliance documents
- Any other tender-specific requirements

**⚠ This tender is Cancelled and no longer accepting document submissions.**

**Uploaded Documents**

Mandatory

1MandatoryExample.txt

1MandatoryExample\_UeaGY16.txt

Essential

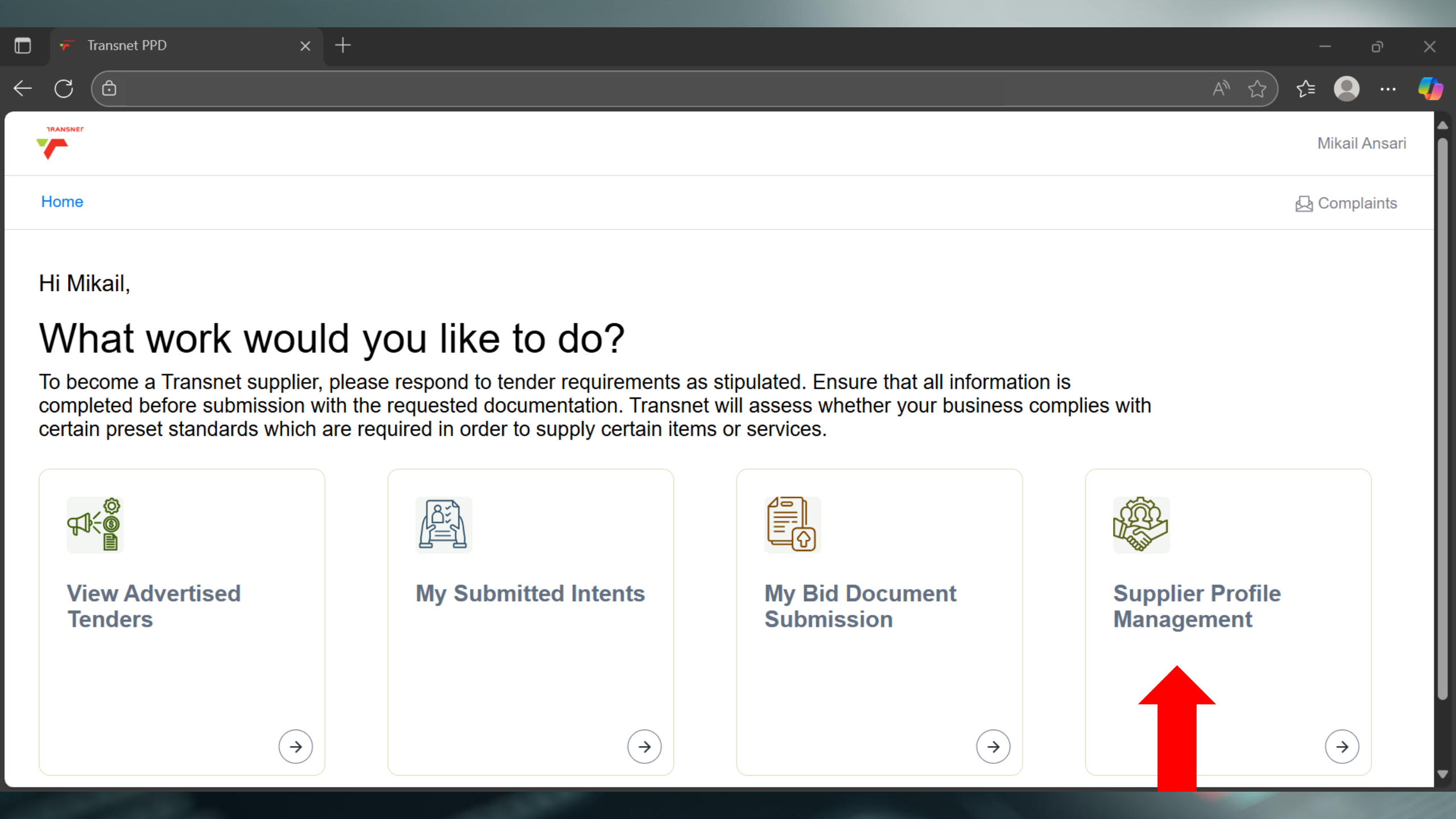
2EssentialExample.txt

Returnable Documents

3NonEssentialExample.txt

Other

4Other.txt



Mikail Ansari

Home

Complaints

Hi Mikail,

# What work would you like to do?

To become a Transnet supplier, please respond to tender requirements as stipulated. Ensure that all information is completed before submission with the requested documentation. Transnet will assess whether your business complies with certain preset standards which are required in order to supply certain items or services.



View Advertised  
Tenders



My Submitted Intents

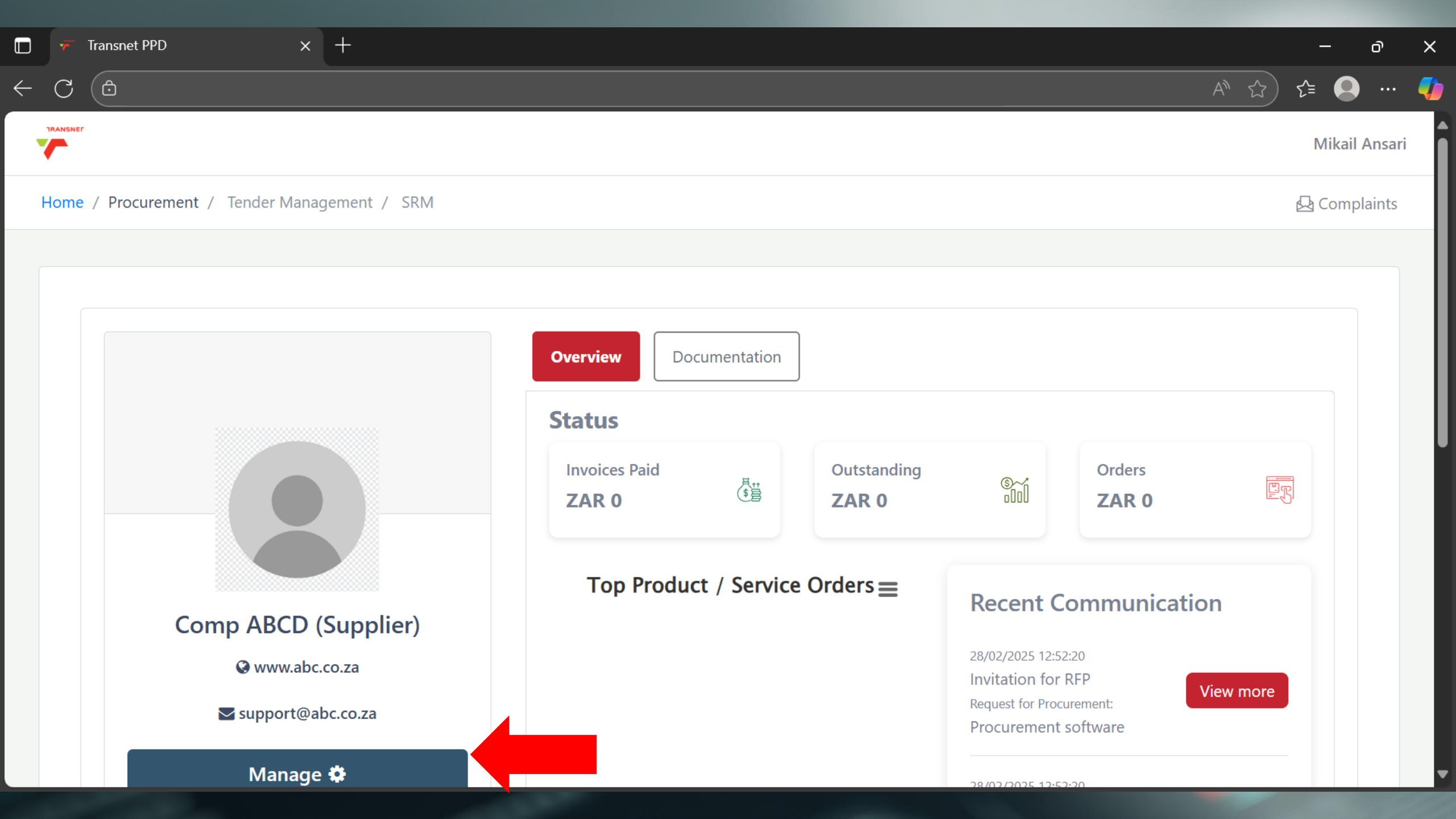


My Bid Document  
Submission



Supplier Profile  
Management





Overview

Documentation

### Status

Invoices Paid  
ZAR 0



Outstanding  
ZAR 0



Orders  
ZAR 0



### Top Product / Service Orders

### Recent Communication

28/02/2025 12:52:20

Invitation for RFP

Request for Procurement:  
Procurement software

[View more](#)

28/02/2025 12:52:20

Comp ABCD (Supplier)

[www.abc.co.za](#)

[support@abc.co.za](#)

Manage

## ✕

## Transformation

## Company Bio

Choose File

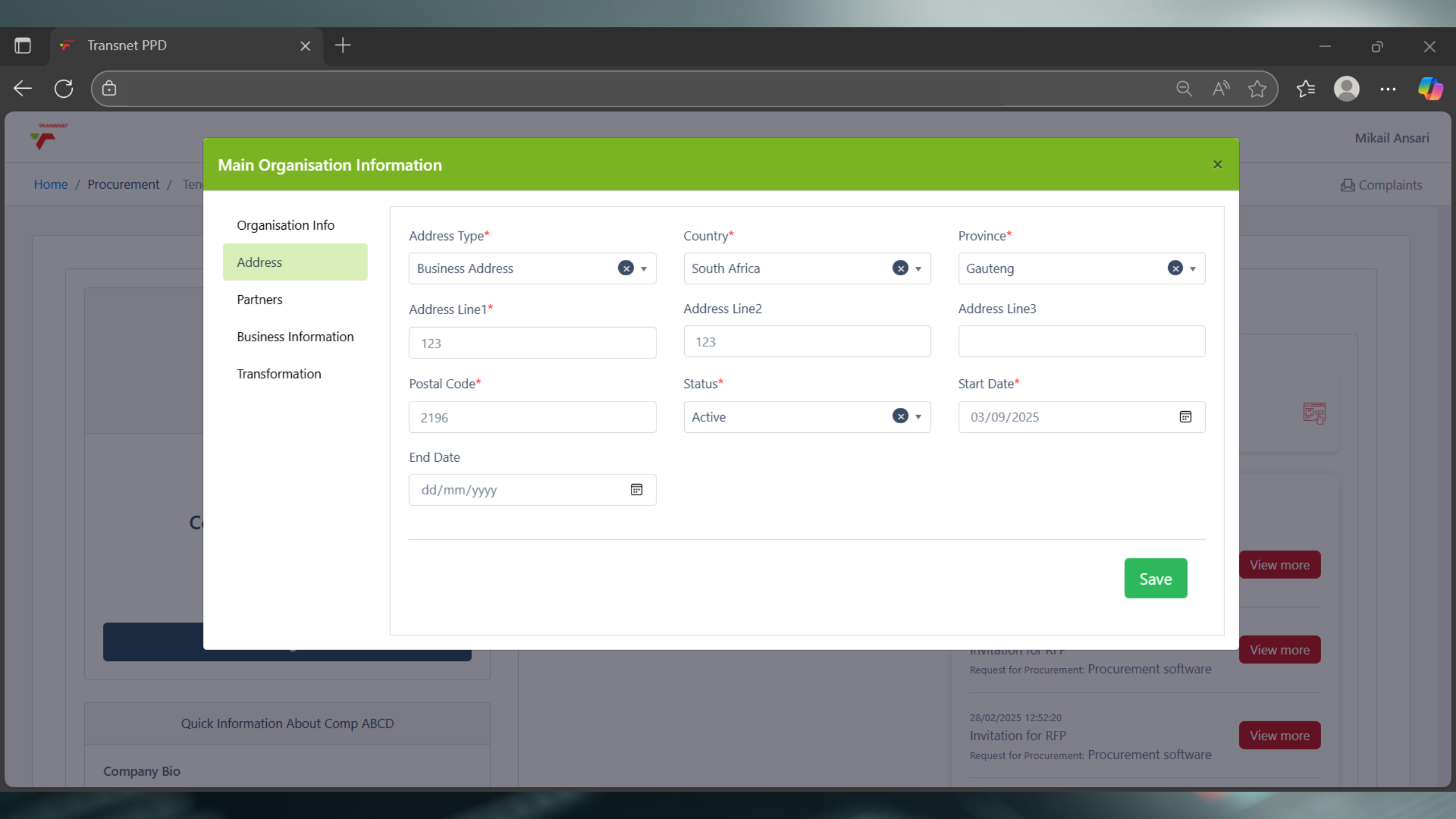
SOFTWARE

Save

[View more](#)

Request for Procurement: Procurement software

## Company Bio



TRANSNET

Home / Procurement / Tenants

Mikail Ansari

Complaints

Organisation Info

Address

Partners

Business Information

Transformation

Address Type\*

Business Address

Country\*

South Africa

Province\*

Gauteng

Address Line1\*

123

Address Line2

123

Address Line3

Postal Code\*

2196

Status\*

Active

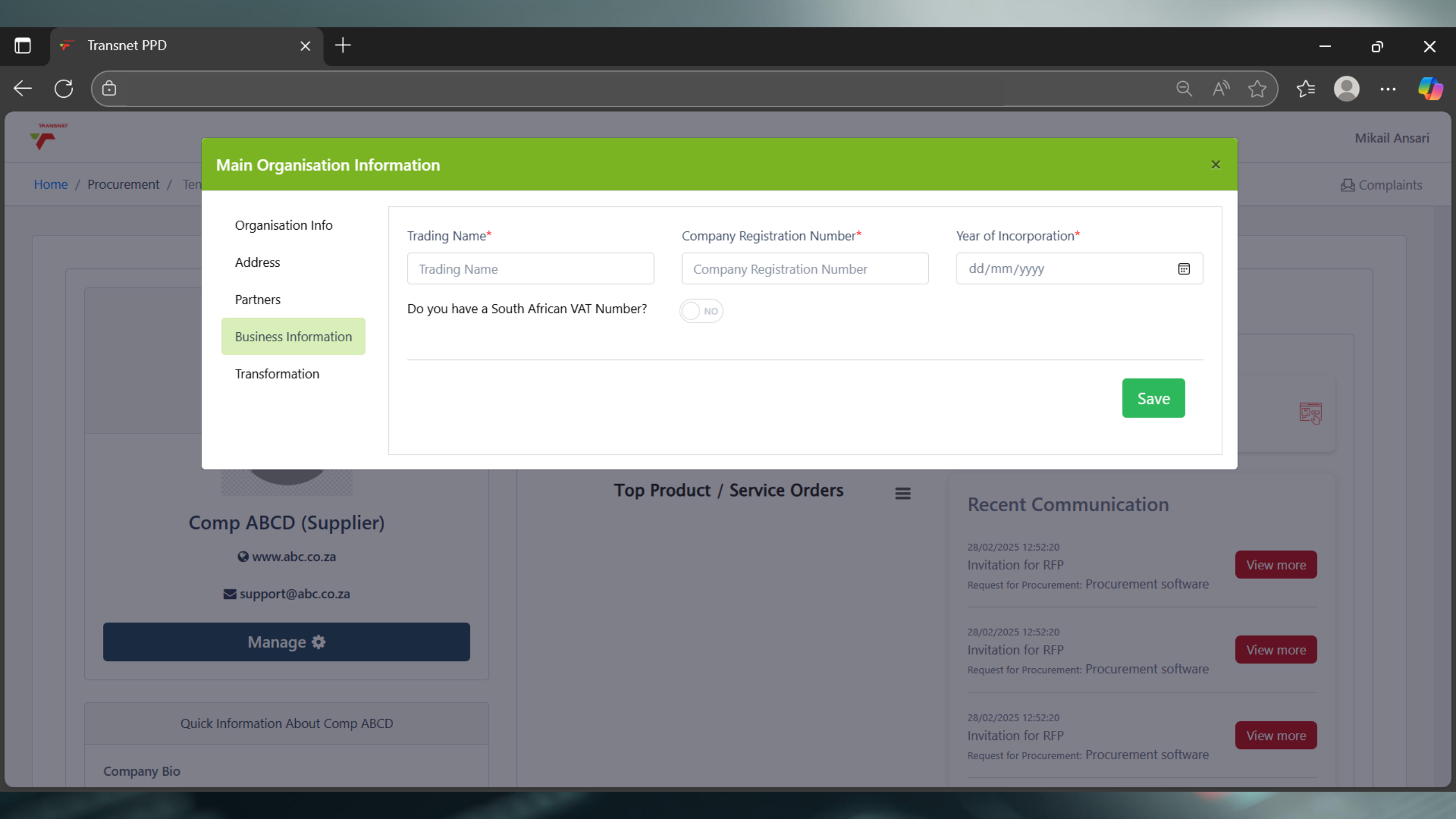
Start Date\*

03/09/2025

End Date

dd/mm/yyyy

Save



Main Organisation Information

Organisation Info

Address

Partners

Business Information

Transformation

Trading Name\*

Trading Name

Company Registration Number\*

Company Registration Number

Year of Incorporation\*

dd/mm/yyyy

Do you have a South African VAT Number?



NO

Save

Comp ABCD (Supplier)

www.abc.co.za

support@abc.co.za

Manage

Quick Information About Comp ABCD

Company Bio

Top Product / Service Orders

Recent Communication

28/02/2025 12:52:20  
Invitation for RFP  
Request for Procurement: Procurement software

View more

28/02/2025 12:52:20  
Invitation for RFP  
Request for Procurement: Procurement software

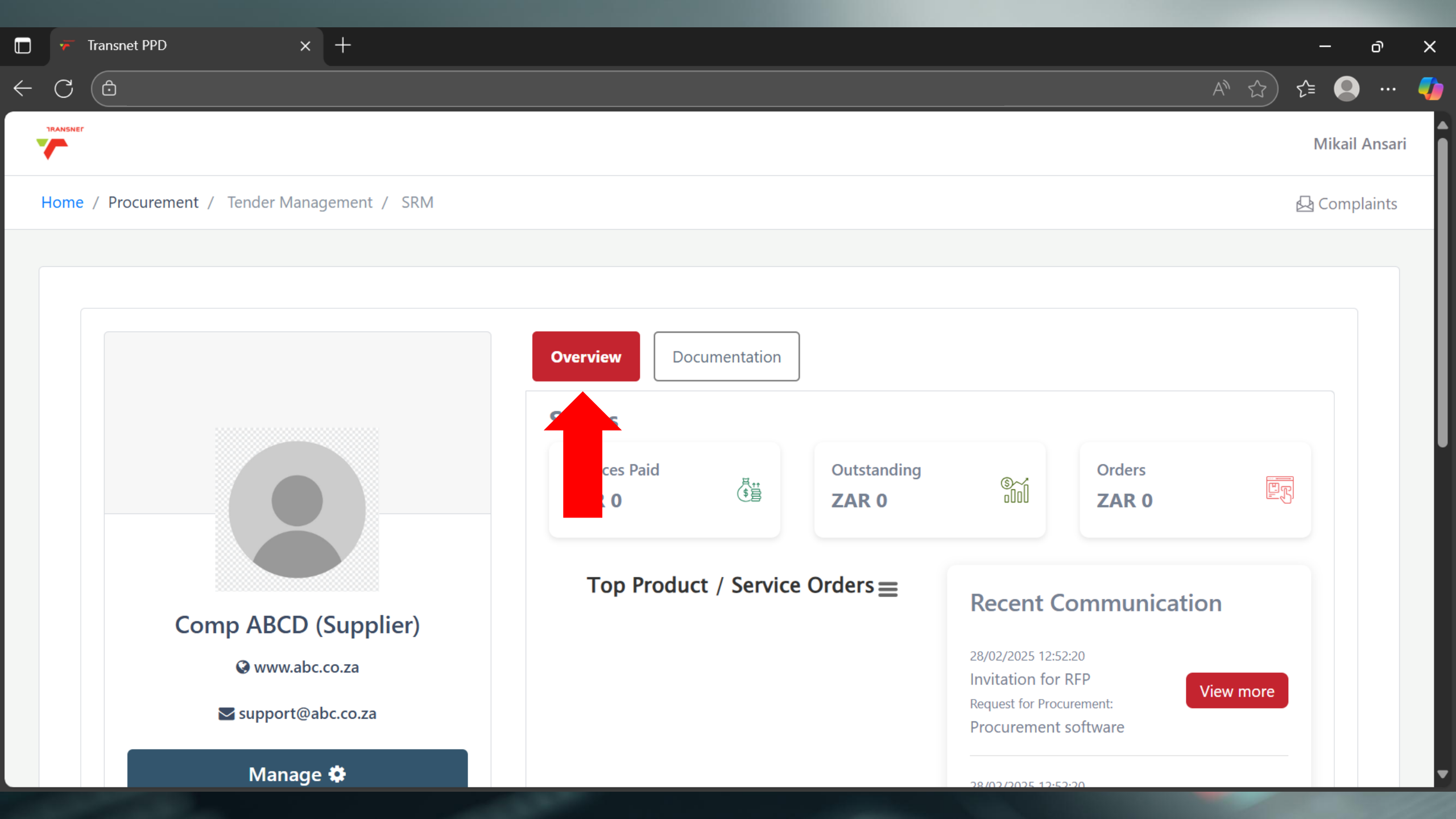
View more

28/02/2025 12:52:20  
Invitation for RFP  
Request for Procurement: Procurement software

View more

Mikail Ansari

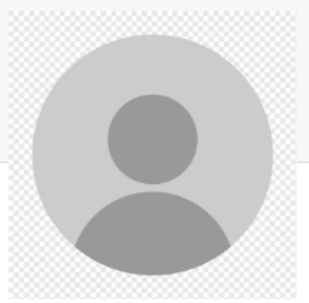
Complaints



Mikail Ansari

Home / Procurement / Tender Management / SRM

Complaints



Comp ABCD (Supplier)

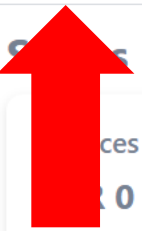
www.abc.co.za

support@abc.co.za

Manage

Overview

Documentation



Services Paid  
ZAR 0



Outstanding  
ZAR 0



Orders  
ZAR 0



Top Product / Service Orders

Recent Communication

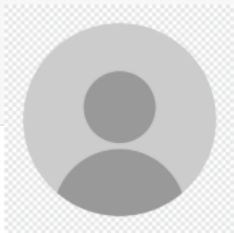
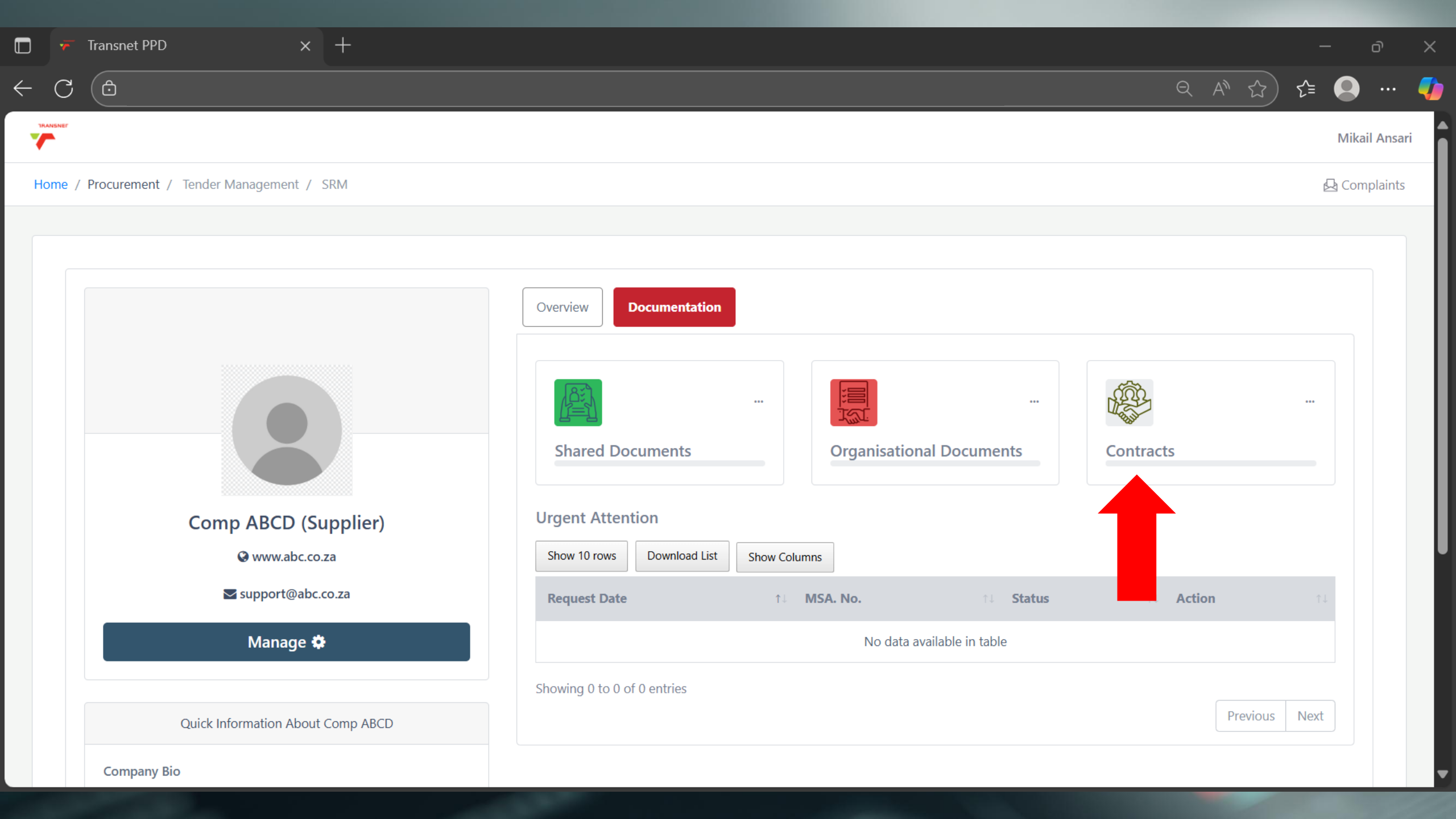
28/02/2025 12:52:20

Invitation for RFP

Request for Procurement:

Procurement software

View more



Comp ABCD (Supplier)

www.abc.co.za

support@abc.co.za

Manage

Quick Information About Comp ABCD

Company Bio

Overview

Documentation



Shared Documents



Organisational Documents



Contracts

Urgent Attention

Show 10 rows

Download List

Show Columns

Request Date



MSA. No.



Status

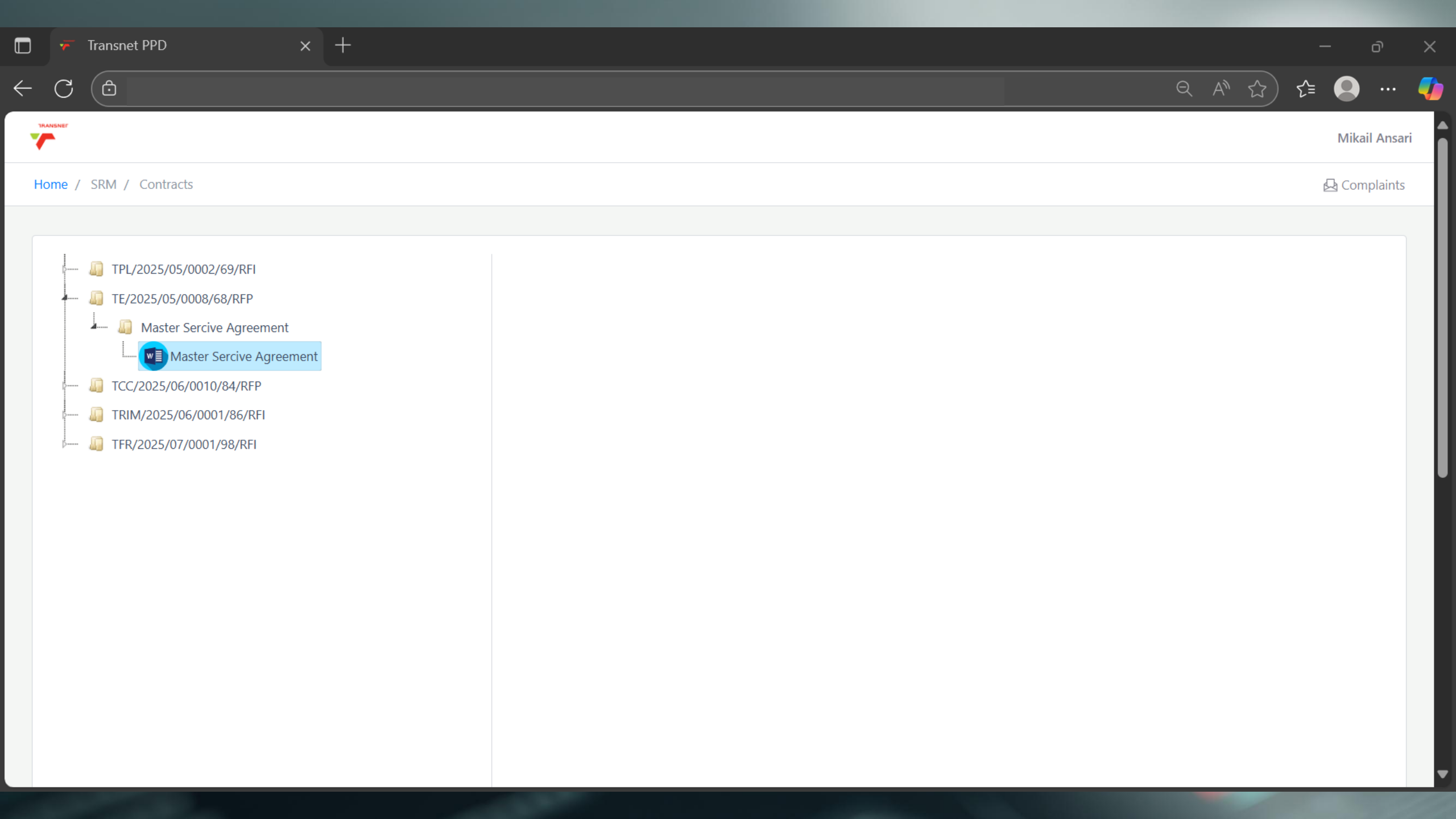
Action

No data available in table

Showing 0 to 0 of 0 entries

Previous

Next



- TPL/2025/05/0002/69/RFI
- TE/2025/05/0008/68/RFP
  - Master Sercive Agreement
    - Master Sercive Agreement
- TCC/2025/06/0010/84/RFP
- TRIM/2025/06/0001/86/RFI
- TFR/2025/07/0001/98/RFI

TRANSNET



**DPS**  
DIGITAL PROCUREMENT SYSTEM



# # Conclusion



In conclusion, the module on the Supplier Relationship Management (eSupplier Portal) External Portal is designed to equip learners with the knowledge and practical skills needed to confidently navigate and use the system. The objectives of this module were to guide learners in performing key activities such as supplier registration, tender bidding, and contract approval, while ensuring that these processes align with organisational standards, compliance requirements, and effective system use.

By completing this module, learners are now better prepared to apply their learning in real work situations, contributing to efficient supplier management and improved organisational performance.

Congratulations on completing the module! Your dedication to learning and engaging with the system demonstrates your commitment to professional growth and the success of your organisation. The skills you have gained—registering suppliers, managing tenders, and approving contracts—are not just processes to follow, but tools to make your work more efficient, accurate, and impactful.

We encourage you to continue applying these skills confidently, share your knowledge with colleagues, and seek opportunities to innovate within your role. Your contribution strengthens the organisation and ensures that supplier management is carried out with excellence and integrity.

Thank you for your active participation, curiosity, and commitment to learning. Your efforts make a real difference.

# # Glossary



| Acronym / Term                                    | Definition                                                                                                                           |
|---------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|
| <b>SRM</b>                                        | Supplier Relationship Management – A system used to manage supplier interactions, registration, tendering, and contract processes.   |
| <b>Portal</b>                                     | An online platform that allows suppliers and buyers to access SRM functionalities.                                                   |
| <b>Supplier</b>                                   | A company or individual providing goods or services to the organisation.                                                             |
| <b>Buyer</b>                                      | An individual or team responsible for sourcing, tender management, and contract approval in the organisation.                        |
| <b>Administrator</b>                              | A user role responsible for managing system settings, user roles, and overall portal administration.                                 |
| <b>Registration Details</b>                       | Information provided by a supplier during portal sign-up, including personal, business, and contact information.                     |
| <b>Business Information</b>                       | Details about a supplier's company, including trading name, registration number, year of incorporation, VAT status, and company bio. |
| <b>Partners Information</b>                       | Details of business partners associated with the supplier, including relationship type, agreement terms, and relevant dates.         |
| <b>Address Information</b>                        | Supplier's company address details, including address type, province, postal code, and status.                                       |
| <b>Transformation</b>                             | Supplier compliance information, including B-BBEE level, ownership percentages, and empowerment status.                              |
| <b>Tender Bidding</b>                             | The process by which suppliers express intent to bid, submit pricing, and upload required documentation.                             |
| <b>Pricing Schedule</b>                           | A detailed capture of pricing for each tender item submitted by the supplier.                                                        |
| <b>Scorecard</b>                                  | A document or template used to evaluate or rate supplier submissions for tenders.                                                    |
| <b>Contract Approval</b>                          | The process by which contracts are reviewed, communicated, and approved within the portal.                                           |
| <b>Master Agreement (MSA)</b>                     | A standard contract between the organisation and suppliers outlining terms, conditions, and obligations.                             |
| <b>Chat / Communication Section</b>               | Portal feature enabling suppliers and buyers to ask questions, clarify requirements, and communicate about contracts.                |
| <b>Open Tender Tab</b>                            | Portal section displaying all available tenders that suppliers can view and apply for.                                               |
| <b>Log Intent to Bid</b>                          | Supplier action to indicate interest in submitting a tender for a specific opportunity.                                              |
| <b>Mandatory / Essential / Non-Essential Tabs</b> | Categories in the portal where suppliers upload required or optional tender documentation.                                           |
| <b>Documentation Tab</b>                          | Portal section where contracts, agreements, and other relevant supplier documents are stored and accessed.                           |



# Glossary of Portal Actions



| Action / Process                                  | Definition / Description                                                                                                                                    |
|---------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Supplier Registration</b>                      | Creating a supplier account on the SRM portal by providing personal, business, partner, address, and transformation information.                            |
| <b>Manage Organisation Information</b>            | Updating and maintaining the supplier's company details, including company name, website, contact information, industry, sector, and company bio.           |
| <b>Manage Company Address</b>                     | Capturing and updating the supplier's official address details, including address type, province, postal code, and status.                                  |
| <b>Manage Partners</b>                            | Recording and maintaining information about business partners, including relationship type, agreement terms, and relevant dates.                            |
| <b>Manage Business Information</b>                | Capturing essential company details such as trading name, registration number, year of incorporation, and VAT information.                                  |
| <b>Manage Transformation</b>                      | Recording supplier B-BBEE compliance information, including ownership percentages, empowerment status, and uploading supporting certificates or affidavits. |
| <b>View Open Tenders</b>                          | Accessing available tender opportunities in the portal for which suppliers can submit bids.                                                                 |
| <b>Log Intent to Bid</b>                          | Indicating a supplier's interest to participate in a specific tender.                                                                                       |
| <b>Submit Tender Documentation</b>                | Uploading required files in the appropriate categories (mandatory, essential, non-essential, other) to support a tender bid.                                |
| <b>Capture Pricing Schedule</b>                   | Entering detailed pricing information for each tender item in the system.                                                                                   |
| <b>Capture Scorecard</b>                          | Completing the evaluation form or template associated with the tender submission, including any comments or ratings.                                        |
| <b>Submit Tender Bid</b>                          | Finalising and submitting all tender-related information, including documents, pricing, and scorecards, for consideration.                                  |
| <b>Ask for Clarity</b>                            | Using the portal chat or communication feature to request additional information or clarification regarding a tender.                                       |
| <b>Contract Collaboration / Supplier Response</b> | Engaging with buyers via the portal to discuss, comment, and respond to contract documents such as the Master Service Agreement (MSA).                      |
| <b>Contract Approval</b>                          | Reviewing, finalising, and approving contracts in the portal, ensuring compliance with organisational requirements.                                         |
| <b>Documentation Tab</b>                          | Portal section where all contracts, tender documents, and supporting supplier files are stored and accessible.                                              |
| <b>Chat / Communication Section</b>               | Portal feature that allows suppliers and buyers to communicate directly about tenders, contracts, and related processes.                                    |
| <b>SRM Tab</b>                                    | Main portal section where suppliers manage registration, tenders, contracts, and communication activities.                                                  |

## **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](http://www.cidb.org.za)).

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

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

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

|                           |                          |                                 |
|---------------------------|--------------------------|---------------------------------|
|                           |                          | C1.2 Contract data (Part 1 & 2) |
|                           |                          | C1.3 Form of Securities         |
| Part C2: Pricing data     |                          | C2.1 Pricing instructions       |
|                           |                          | C2.2 Bill of Quantities         |
| Part C3: Scope of work    |                          | C3.1 Works Information          |
| Part C4: Site information |                          | C4.1 Site information           |
| C.1.4                     | The Employer's agent is: | Procurement Officer             |
|                           | Name:                    | Shani Evans                     |
|                           | Address:                 | 237 Mahatma Gandhi Road         |
|                           |                          | Durban                          |
|                           |                          | 4000                            |
|                           | Tel No.                  | N/A                             |
|                           | E – mail                 | tenderenquiriespdu@transnet.net |

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

**1. Stage One, Step One: Test for Administrative Responsiveness**

The test for administrative responsiveness will include the following:

| <b>Administrative responsiveness check</b>                                                                                      |
|---------------------------------------------------------------------------------------------------------------------------------|
| • Whether the Bid has been lodged on time                                                                                       |
| • Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time |
| • Verify the validity of all returnable documents                                                                               |
| • Verify if the Bid document has been duly signed by the authorised respondent                                                  |

## 2. Stage One, Step Two: Test for Substantive Responsiveness to RFP

The test for substantive responsiveness to this RFP will include the following:

| Check for substantive responsiveness                                                                                                                                                                          |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>Whether any general and legislation qualification criteria set by Transnet, have been met</li> </ul>                                                                   |
| <ul style="list-style-type: none"> <li>Whether the Bid contains a priced offer, tenderer must complete, sign and return C1.1 Form of Offer and Acceptance</li> </ul>                                          |
| <ul style="list-style-type: none"> <li>Whether the Bid materially complies with the scope and/or specification given</li> </ul>                                                                               |
| <ul style="list-style-type: none"> <li>Whether any minimum requirements have been met as follows: <ul style="list-style-type: none"> <li>- CIDB grading 6ME or higher or 6SF or higher</li> </ul> </li> </ul> |

## 3. Stage One, Step Three - 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 **6ME or higher or 6SF 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:

- every member of the joint venture is registered with the CIDB;
- the lead partner has a contractor grading designation of not lower than one level below the required class of construction works under consideration and possesses the required recognition status; and
- the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a *Contractor* grading designation determined in accordance with the sum tendered for a **6ME or higher or 6SF 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 copy of its unincorporated joint venture agreement.

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

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

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

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

**5. Stage Three – Preference Point System:** Weighted score 100 - Price (80/90) and Specific goals (20/10).

Tenderers who achieve the minimum qualifying score for functionality of **60** points will be evaluated further in terms of price and specific goals. The evaluation criteria for measuring specific goals are stated in C.3.11 below.

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

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

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C.2.12 No alternative tender offers will be considered.

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

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

- Identification details:      The tender documents must be uploaded with:
- Name of Tenderer: **(insert company name)**
  - Contact person and details: **(insert details)**
  - The Tender Number: TNPA/2026/03/0651/3752/RFP
  - The Tender Description: Mechanical Equipment and Fire Installation at 06 Toulon Road Building in the Port of Durban for a period of six (6) months

Documents must be marked for the attention of:

***Employer's Agent: Shani Evans***

#### **COMMUNICATION**

- For specific queries relating to this RFP, an RFP Clarifications should be submitted onto the system or to [tenderenquiriespdu@transnet.net](mailto:tenderenquiriespdu@transnet.net) five (5) days before RFP closing date. In the interest of fairness and transparency, Transnet's response to such a query will be published on the e-tender portal and Transnet website.
- After the closing date of the RFP, a Respondent may only communicate to [tenderenquiriespdu@transnet.net](mailto:tenderenquiriespdu@transnet.net) on any matter relating to its RFP Proposal.
- Respondents are to note that changes to its submission will not be considered after the closing date.
- It is prohibited for Respondents to attempt, either directly or indirectly, to canvass any officer or employee of Transnet in respect of this RFP between the closing date and the date of the award of the business.
- Respondents found to be in collusion with one another will be automatically disqualified and restricted from doing business with organs of state for a specified period.

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

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

Time: **16h00** on the **25 May 2026**

Location: The Transnet e-Tender Submission Portal:

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

**NO LATE TENDERS WILL BE ACCEPTED**

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

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

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

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

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

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

C3.11.1 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:

|                                                                                                                          | <b>Sub-criteria</b>                                                                                                                                                                                                                                                                                                                                            | <b>Sub-criteria points</b>                                                                                           | <b>Maximum number of points</b> |
|--------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|---------------------------------|
| <b>T2.2-02:<br/>Evaluation<br/>Schedule -<br/>Approach Paper</b>                                                         | <b>The approach is clearly articulated and demonstrates a clear understanding of the project objectives based on the Works Information</b><br><br>Outline of proposed approach (10%)<br>Resource matrix (15%)<br>Primary plant & equipment (15%)<br>Quality Control / Assurance (20%)<br>Health and Safety Management (15%)<br>Detailed Method Statement (25%) | <b>3</b><br><br><br><br><br><br><br><b>4.5</b><br><br><b>4.5</b><br><br><b>6</b><br><br><b>4.5</b><br><br><b>7.5</b> | <b>30</b>                       |
| <b>T2.2-03:<br/>Evaluation<br/>Schedule:<br/>Company Previous Experience</b>                                             | <b>Company Previous Experience</b><br>Tenderers are required to submit a minimum of three (3) reference letters of fire protection and detection system installation projects completed during the last ten (10) years.                                                                                                                                        | <b>30</b>                                                                                                            | <b>30</b>                       |
| <b>T2.2-04:<br/>Evaluation<br/>Schedule - Key<br/>Personnel<br/>Qualifications,<br/>Experience and<br/>Registrations</b> | <b>Project Manager</b><br>Qualification<br>Experience<br><b>Mechanical/Fire Engineer</b><br>Qualification<br>Experience<br><b>Health &amp; Safety Officer</b><br>Qualification<br>Experience<br><b>Commissioner</b>                                                                                                                                            | <b>5</b><br>2<br>3<br><b>5</b><br>2<br>3<br><b>5</b><br>2<br>3<br><b>5</b>                                           | <b>20</b>                       |
|                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                      |                                 |

|                                                 |                                      |           |            |
|-------------------------------------------------|--------------------------------------|-----------|------------|
| <b>T.22-05:</b>                                 | <b>Programme Structure</b>           | <b>10</b> | <b>20</b>  |
| <b>Evaluation</b>                               | a) Level 4 Programme (20%)           | 2         |            |
| <b>Schedule –</b>                               | b) Logical Sequence (10%)            | 1         |            |
| <b>Programme</b>                                | c) Critical path (10%)               | 1         |            |
|                                                 | d) Milestones and deliverables 10%)  | 1         |            |
|                                                 | e) Basis of Schedule (25%)           | 2.5       |            |
|                                                 | f) Time Risk Allowance (10%)         | 1         |            |
|                                                 | g) Alignment to Approach Paper (15%) | 1.5       |            |
|                                                 | <b>Overall Programme Duration</b>    | <b>10</b> |            |
| <b>Maximum possible score for Functionality</b> |                                      |           | <b>100</b> |

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

- T2.2-02: Evaluation Schedule - Approach Paper – 35 points
- T2.2-03: Evaluation Schedule: Company Previous Experience – 25 Points
- T2.2-04: Evaluation Schedule - Key Personnel Qualifications, Experience and Registrations – 20 Points
- T.22-05: Evaluation Schedule – Programme – 20 points

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 Three – Preference Point System:** Only tenderers that achieve the minimum Qualifying **60** points for functionality will be evaluated further in accordance with the 80/20 or 90/10 preference points system as described in Preferential Procurement Regulations.

- the 80/20 system for requirements with a Rand value equal to or below R50 000 000 (all applicable taxes included).

or

- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

Preference points for this bid shall be awarded for:

| Threshold                 | Thresholds Minimum |
|---------------------------|--------------------|
| Technical / functionality | 60                 |

| Evaluation Criteria               | Final Weighted Scores | Final Weighted Scores |
|-----------------------------------|-----------------------|-----------------------|
| Price and Total Cost of Ownership | 80                    | 90                    |
| Specific goals - Scorecard        | 20                    | 10                    |
| <b>TOTAL SCORE:</b>               | <b>100</b>            | <b>100</b>            |

**Transnet will use the lowest acceptable bid to determine the applicable preference points system.**

Specific Goals = 20 or 10 point's 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".**

**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.

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.

| <b>Selected Specific Goal</b>                      | <b>Number of points 20</b> | <b>Number of points 10</b> |
|----------------------------------------------------|----------------------------|----------------------------|
| B-BBEE Status Level of Contributor 1 or 2          | <b>05</b>                  | <b>03</b>                  |
| EME or QSE 51% Black Owned Entities                | <b>15</b>                  | <b>07</b>                  |
| Non-Compliant and/or B-BBEE level 3-8 Contributors | <b>00</b>                  | <b>00</b>                  |

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

| <b>Specific Goals</b>                     | <b>Acceptable Evidence</b>                                                                                                                                                          |
|-------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| B-BBEE Status Level of Contributor 1 or 2 | <ul style="list-style-type: none"> <li>Valid B-BBEE Certificate / Sworn - Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted)</li> </ul> |
| EME or QSE 51% Black Owned Entities       | <ul style="list-style-type: none"> <li>Audited Annual Financial Statements</li> <li>Valid B-BBEE Certificate / Sworn - Affidavit / B-BBEE CIPC Certificate</li> </ul>               |

The maximum points for this bid are allocated as follows:

| <b><u>DISCRIPTION</u></b>                                        | <b><u>POINTS</u></b> | <b><u>POINTS</u></b> |
|------------------------------------------------------------------|----------------------|----------------------|
| PRICE                                                            | <b>80</b>            | <b>90</b>            |
| B-BBEE Status Level of Contributor 1 or 2                        | <b>05</b>            | <b>03</b>            |
| EME or QSE 51% Black Owned Entities                              | <b>15</b>            | <b>07</b>            |
| <b>Total points for Price and Specific Goals must not exceed</b> | <b>100</b>           | <b>100</b>           |

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

C.3.13 Tender offers will only be accepted if:

1. The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating 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. The **objective criteria** Transnet may apply in this bid process include:
5. The due diligence exercise may take the following factors into account inter alia; the tenderer:
  - a) Bidder(s) is not in good standing with Transnet National Ports Authority due to a poor track record of past performance with Transnet SOC Ltd and or Transnet National Ports Authority;
  - b) There is clear, uncontrived and/or overwhelming evidence and/or facts that the bidder has or continues to be in breach of any of the provisions contained in the Integrity Pact;
  - c) The Probity check undertaken by Transnet National Ports Authority establishes the existence of any unmitigated risks which would have a negative impact on the project;
  - d) Unless the appointment of the bidder would result in a negative impact on Transnet's
  - e) Return on Investment;
  - f) It is necessary to rotate Suppliers to promote opportunities for other suppliers, in circumstances where the bidder has been awarded business previously and the award of the tender will result in inequitable allocation of business;

- 
- g) The tenderer or its members, directors, partners:
- Is under restrictions as contemplated in the Integrity Pact,
  - Is a subject of a process of restriction by Transnet or other state institution that Transnet may be aware of and there is a clear, uncontrived and/or overwhelming evidence and/or facts in relation to the alleged wrongdoing on the basis of which the restriction process has been initiated
- h) Cannot, as necessary and in relation to the proposed contract, demonstrate that it 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;
- i) Has no legal capacity to enter into the contract;
- j) Is insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, being wound up, has its affairs administered pursuant to a court order, has ceased or suspended their business activities, or is subject to legal proceedings in respect of any of the foregoing.
- k) Does not comply with the legal requirements, if any, stated in the tender document; and
- l) Is not able to perform the contract free of conflicts of interest.
- m) Is able, in the option of the employer to perform the contract free of conflicts of interest.
- n) An unacceptable commercial risk to the employer due to unduly high or unduly low tendered rates or amounts in the tender offer. Before rejecting a tender on the grounds that it is unduly low, the employer will request in writing details of the constituent elements of the tender which it considers relevant, including:
- o) the economics of the construction method, the manufacturing process or the services provided;
- i. the economics of the construction method, the manufacturing process or the services provided;
  - ii. the technical solutions chosen or any exceptionally favourable conditions (or both) available to the tenderer for the execution of the work or the provision of the supplies or services
  - iii. the originality of the work, supplies or services proposed by the tenderer; compliance with the statutory provisions such as those relating to the
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employment of labour, health and safety etc. The employer will verify these constituent elements by consulting the tenderer, taking account of the evidence and presentations provided including supplier quotations etc.. if the tenderer cannot justify the unduly low price, the Employer will award the tender to the next ranked bidder. If the next ranked bidder is unduly low the same process above shall apply.

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

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## 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. |
|----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**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.

Transnet National Ports Authority

Tender Number: TNPA/2026/03/0651/3752/RFP

Description of works: Mechanical Equipment and Fire Installations at 06 Toulon Road Building in the Port of Durban for a period of six (6) months

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## **Part T2: Returnable Documents**

## **T2.1 List of Returnable Document**

## **T2.1 List of Returnable Documents**

### **2.1.1. These schedules are required for eligibility purposes:**

T2.2-01 **Stage One as per CIDB: Eligibility Criteria Schedule** - CIDB Registration – **6ME or higher or 6SF or higher**

### **2.1.2. Stage Two: these schedules will be utilised for evaluation purposes:**

T2.2-02 **Evaluation schedule:** Approach Paper

T2.2-03 **Evaluation schedule:** Company Previous Experience

T2.2-04 **Evaluation schedule:** Key Personnel Qualifications, Experience and Registrations

T2.2-05 **Evaluation schedule:** Programme

### **2.1.3. Stage Three: Preference Point System**

Preference Point System: Valid Evidence of Preference Claim Form requirements stipulated in SBD6.1

### **2.1.4. Returnable Schedules:**

#### **General:**

T2.2-06 Site Establishment requirements

T2.2-08 Quality Management

T2.2-09 Capacity and Ability to meet Delivery Schedule

T2.2-10 Availability of Equipment and Other Resources

T2.2-11 Authority to submit tender

T2.2-12 Record of addenda to tender documents

T2.2-13 Letter of Good Standing

T2.2-14 Risk Elements

T2.2-15 Proposed Organisation Staffing

### **2.1.5. Agreement and Commitment by Tenderer:**

T2.2-16 Health and Safety Requirements

T2.2-16a Health and Safety Cost Breakdown

T2.2-16b Contractors Safety Questionnaire

T2.2-17 Declaration of Understanding

T2.2-18 Environmental Declaration of Understanding

T2.2-19 Service Provider Integrity Pact

T2.2-20 Non-Disclosure Agreement

T2.2-21 Schedule of Proposed Sub-contractor

T2.2-22 Certificate of Acquaintance with Tender Document

T2.2-23 RFP – Breach of Law

T2.2-24 Annex G Compulsory Enterprise Questionnaire inclusive of Section 7: attached SBD4  
and Section 8: attached SBD 6.1

T2.2-25 Supplier Code of Conduct

T2.2-26 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")

T2.2-27 Domestic Prominent Influential Persons (DPIP) Or Foreign Prominent Public Officials  
(FPPO)

#### **2.1.6. Bonds/Guarantees/Financial/Insurance:**

T2.2-28 Insurance provided by the Contractor

T2.2-29 Form of Intent to provide a Performance Guarantee

T2.2-30 Forecast Rate of Invoicing

T2.2-31 Three (3) years audited financial statements

#### **2.1.7. Transnet Vendor Registration Form:**

T2.2-32 Transnet Vendor Registration Form

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

#### **2.3 C1.2 Contract Data**

#### **2.4 C1.3 Forms of Securities**

#### **2.5 C2.1 Pricing Instructions (Bill of Quantities)**

#### **2.6 C2.2 Bill of Quantities**

## **T2.2 Returnable Schedules**

## **2.1.1. These schedules are required for eligibility purposes**

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

### Note to tenderers:

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

| CRS Number | Status | Grading | Expiry Date |
|------------|--------|---------|-------------|
|            |        |         |             |
|            |        |         |             |

1. Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a **6ME or 6SF or higher** class of construction work, are eligible to have their tenders evaluated.

### 2. Joint Venture (JV)

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

1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation of not lower than one level one level below the required grading designation in the class of construction works under consideration and possesses the required recognition status; and
3. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a **6ME or 6SF or higher** class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations.
4. the Contractor shall provide the employer with a certified copy of its signed joint venture agreement;
5. and in the event that the joint venture is an 'Incorporated Joint Venture' the Memorandum of Incorporation to be provided within 4 (four) weeks of the Contract Date.

## **2.1.2. Stage Three as per Technical Pre-Qualification: these schedules will be utilised for evaluation purposes**

## **T2.2-02: Evaluation Schedule - Approach Paper – 30 points**

Approach paper which responds to the Scope of Services, scope of work & addenda outlines proposed approach/methodology including that relating but not limited to programme, method statement, technical approach & an understanding of the project objective. The approach paper should articulate what the Tenderer will provide in achieving the stated objectives for the project & demonstrate the alignment to key persons & organogram to exhibit clear understanding of the project. The Tenderer must as such explain his / her understanding of the objectives of the works and the *Employer's* stated and implied requirements, highlight the issues of importance, and explain the technical approach they would adopt to address them. The approach paper should explain the methodologies which are to be adopted and demonstrate its compatibility. The approach should also include and outline processes, procedures and associated resources, to meet the requirements and indicate how risks will be managed.

The Approach Paper should cover:

- Outline of proposed approach
- Detailed method statement, technical approach, supervision, monitoring of construction sequencing in terms of the Works Information
- Demonstrate an understanding of the project objectives

The Approach Paper must be aligned to and accompanied by a programme indicating Start and Completion Dates, Key Dates, milestones and resource activities. The programme must clearly indicate the timeframes to review and submit revised updated information to meet project deliverables. The approach paper should cover as a minimum the following 12 Critical Aspects / Characteristics / Elements; **(Tenderer must refer to the works information for a full description of the Scope of Services)**:

1. Outline of proposed approach
2. Site establishment
3. Mobilization
4. Site Supervision
5. Quality Management
6. Health and Safety Management

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

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

- Primary plant equipment for construction of fire protection and detection systems.

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

- Installation of mechanical equipment

The scoring of the approach paper will be as follows:

|                                      |                  |              | <b>The approach is clearly articulated and demonstrates a clear understanding of the project objectives based on the Works Information</b>                                                                                                                                                                                                                                                         |
|--------------------------------------|------------------|--------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                      | <b>Points 30</b> |              |                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Elements:</b>                     | <b>Weight</b>    | <b>Score</b> |                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Outline of proposed approach</b>  | <b>10%</b>       | <b>0</b>     | The Tenderer has submitted no information or inadequate information or addressed less or equal to 5 critical elements in terms of the scope of work.                                                                                                                                                                                                                                               |
| <b>Resource matrix</b>               | <b>15%</b>       | <b>20</b>    | 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. The Tender's methodology submitted addresses more than 5 critical elements but less than 11 critical elements in terms of the scope of work.                                          |
| <b>Primary plant &amp; equipment</b> | <b>15%</b>       | <b>40</b>    | The approach is generic and not tailored to address the specific project objectives and requirements. The approach does not adequately deal with the critical characteristics of the project. The approach to managing risk is too generic. The Tender's methodology submitted addresses 11 critical elements in terms of the scope of work.                                                       |
| <b>Quality Control / Assurance</b>   | <b>20%</b>       | <b>60</b>    | 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. The Tender's methodology submitted addresses 12 critical elements in terms of the scope of work. |

|                                     |            |            |                                                                                                                                                                                                                                                                                                                                                                                                                               |
|-------------------------------------|------------|------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Health and Safety Management</b> | <b>15%</b> | <b>80</b>  | The approach is specifically and innovative tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The approach / programme to managing risk etc. is specifically tailored to the critical characteristics of the project. The Tender's methodology submitted addresses 13 critical elements in terms of the scope of work. |
| <b>Detailed Method Statement</b>    | <b>25%</b> | <b>100</b> | The approach paper / programme details ways to improve the project outcomes and the quality of the outputs. The Tender's methodology submitted addresses all 14 of the critical elements.                                                                                                                                                                                                                                     |

## T2.2-03: Evaluation Schedule: Company Previous Experience – 30 Points

Tenderers are required to submit a **minimum of three (3)** reference letters of (Mechanical Equipment Installation) i.e., fire protection and detection system installation projects completed during the last ten (10) years. The reference letters should be signed on a client letterhead and indicate the relationship with the client with contact details. Tenderers are also required to submit a letter of affiliation of the any of the *contractor's* key resource with ASIB (Automatic Sprinkler Inspection Board) or Certificate of Accreditation with The South African Qualification & Certification Committee (Fire) (SAQCC) for SANS 10139.

Fill in as many line items as needed for the fire protection and detection system installations projects starting from the most recent projects completed:

| Client Company Name | Client contact details (email and telephone) | Project Description | Project Duration: start and completion dates | Contract Value |
|---------------------|----------------------------------------------|---------------------|----------------------------------------------|----------------|
|                     |                                              |                     |                                              |                |
|                     |                                              |                     |                                              |                |
|                     |                                              |                     |                                              |                |
|                     |                                              |                     |                                              |                |
|                     |                                              |                     |                                              |                |
|                     |                                              |                     |                                              |                |

| Client Company Name | Client contact details (email and telephone) | Project Description | Project Duration: start and completion dates | Contract Value |
|---------------------|----------------------------------------------|---------------------|----------------------------------------------|----------------|
|                     |                                              |                     |                                              |                |
|                     |                                              |                     |                                              |                |
|                     |                                              |                     |                                              |                |
|                     |                                              |                     |                                              |                |
|                     |                                              |                     |                                              |                |

**NB: Failure to submit reference letters outlining the above-mentioned requirement on the table will lead to the disqualification of the non-compliant letter (s).**

**Index of documentation attached to this schedule:**

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

| <b>Weight [30]</b> | <b>Company Previous Experience</b>                                                                                                                                                                                                                                            |
|--------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Score 0</b>     | Zero (0) reference letters submitted and/or relevant experience for projects completed are not within the past 10 years                                                                                                                                                       |
| <b>Score 20</b>    | Tenderer has submitted one (1) reference letter which demonstrates fire protection and detection system installation projects completed during the last ten (10) years and is signed, on a client's letterhead, outlines project details and has contact details.             |
| <b>Score 40</b>    | Tenderer has submitted two (2) reference letters which demonstrate fire protection and detection system installation projects completed during the last ten (10) years and are signed, on a client letterhead, outlines project details and have contact details.             |
| <b>Score 60</b>    | Tenderer has submitted three (3) reference letters which demonstrate fire protection and detection system installation projects completed during the last ten (10) years and are signed, on a client's letterhead, outlines project details and have contact details.         |
| <b>Score 80</b>    | Tenderer has submitted four (4) reference letters which demonstrate fire protection and detection system installation projects completed during the last ten (10) years and are signed, on a client's letterhead, outlines project details and have contact details.          |
| <b>Score 100</b>   | Tenderer has submitted five (5) and more reference letters which demonstrate fire protection and detection system installation projects completed during the last ten (10) years and are signed, on a client's letterhead, outlines project details and have contact details. |

Disclaimer: The signed reference letter must contain all the elements listed below:

1. (a) The description of the project and activities
2. (b) Client Company name
3. (c) Client contact details (email and telephone)
4. (d) Start and finish dates the project

## **T2.2-04: Evaluation Schedule - Key Personnel Qualifications, Experience and Registrations – 20 Points**

Comprehensive CVs should be attached to this schedule:

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

- i) Personal particulars;
- ii) Qualifications (degrees, grades of membership of professional societies and Professional registrations, all these certificates are to be attached);
- iii) Skills;
- iv) Name of current employer and position;
- v) Name of previous and past employer and position;
- vi) Overview of post graduate experience (year, organisation, position and responsibilities); and
- vii) Outline of recent assignments / detailed experience that has a bearing on the scope of work.

### **Key Personnel:**

#### **a) 1x Project Manager**

- Project Manager must as a minimum have a NQF Level 7 (Degree, Advanced Diploma, Post Graduate Certificate) qualification in the built environment.
- Registered as a Construction Project Manager (PrCPM - SACPCMP) and/or Project Management Professional (PMP - PMI) or any international registration body.
- Minimum 5 years' relevant experience in project management and/or project supervision role including managing construction projects.

#### **b) 1x Mechanical/Fire Engineer**

- Mechanical Engineer must have as a minimum have a NQF Level 7 (Degree, Advanced Diploma, Post Graduate Certificate) i.e., BSc. Eng/B.Eng/ B-Tech Mechanical Engineering) qualification
- Registered as a Pr. Eng/ Technologist - ECSA.
- Minimum 8 years' relevant experience as a Mechanical/Fire Design Engineer, including the design and/or building of Fire systems.

**c) 1x Health and Safety Officer**

- Health and Safety Officer must as a minimum have a Diploma in Safety Management or SAMTRAC or NEBOSH or modern accredited SHEQ risk management training course as a minimum qualification.
- Registered as a Health & Safety Officer with SACMP and has submitted proof thereof.
- Minimum 5 years' relevant experience as a Health & Safety Officer in construction projects.

**d) 1x Commissioner**

- The Commissioner is registered with the South African Qualification & Certification Committee (SANS 10139) and has submitted proof thereof.
- Minimum 5 years' relevant experience as a Commissioner.

**List of Key Persons assigned to the above disciplines**

| <b>Key Persons</b>           | <b>Name and Surname</b> | <b>CV attached<br/>(Yes/No)</b> | <b>Qualification<br/>attached<br/>(Yes/No)</b> |
|------------------------------|-------------------------|---------------------------------|------------------------------------------------|
| Project Manager              |                         |                                 |                                                |
| Mechanical/<br>Fire Engineer |                         |                                 |                                                |
| Health and Safety Officer    |                         |                                 |                                                |
| Commissioner                 |                         |                                 |                                                |

**Attached submissions to this schedule:**

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

| Weight – 5 points                                                                                                                                                                                                                                                                                                               |                          | Score 0                                                                                       | Score 20                                                                                                     | Score 40                                                                                                       | Score 60                                                                               | Score 80                                                                                         | Score 100                                                                                      |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-----------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|
| Project Manager<br><br><i>Failure to submit proof of a valid Professional Registration of Construction Project Manager (PrCPM - SACPCMP) and/or Project Management Professional (PMP - PMI) or any international registration body. for the candidate will lead to a score of zero for both Qualification &amp; Experience.</i> | Qualification (2 points) | Tenderer has not submitted relevant qualifications / has submitted irrelevant qualifications. | NQF Level 5 and below qualification in Engineering and / or Built Environment and proof thereof.             | NQF Level 6 qualification in Engineering and / or Built Environment and proof thereof.                         | NQF Level 7 qualification in Engineering and / or Built Environment and proof thereof. | NQF Level 8 qualification in Engineering and / or Built Environment and proof thereof.           | NQF Level 9 or higher qualification in Engineering and/or Built Environment and proof thereof. |
|                                                                                                                                                                                                                                                                                                                                 | Experience (3 points)    | Tenderer has not submitted CV and/or equal or less than 3 years relevant experience.          | Greater than or equal to 3 years but less than 4 years' relevant experience including building Fire systems. | Greater than or equal to 4 years but less than 5 years' relevant experience includes building of Fire systems. | 5 years relevant experience including building of Fire systems.                        | Greater than 5 years but less than 7 years' relevant experience including building Fire systems. | Greater than or equal to 7 years' relevant experience including building of Fire systems.      |

| Weight – 5 points                                                                                                                                                                          |                          | Score 0                                                                                                                                                      | Score 20                                                                                                                                             | Score 40                                                                                                                                            | Score 60                                                                                              | Score 80                                                                                                                                 | Score 100                                                                                                                       |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|
| <i>Failure to submit proof of a valid Professional Registration of Pr. Eng/ Technologist - ECSA for the candidate will lead to a score of zero for both Qualification &amp; Experience</i> | Qualification (2 points) | Tenderer has not submitted relevant qualifications / has submitted irrelevant qualifications.                                                                | NQF Level 5 and below qualification in Mechanical Engineering and proof thereof.                                                                     | NQF Level 6 qualification in Mechanical Engineering and proof thereof.                                                                              | NQF Level 7 qualification in Mechanical Engineering and proof thereof.                                | NQF Level 8 qualification in Mechanical Engineering and proof thereof.                                                                   | NQF Level 9 or higher qualification in Mechanical Engineering and proof thereof.                                                |
|                                                                                                                                                                                            | Experience (3 points)    | Tenderer has not submitted CV and/or equal or less than 6 years relevant experience as a Mechanical/Fire Design Engineer including building of Fire systems. | Greater than or equal to 6 years but less than 7 years' relevant experience as a Mechanical/Fire Design Engineer including building of Fire systems. | Greater than or equal to 7 years but less than 8 years relevant experience as a Mechanical/Fire Design Engineer including building of Fire systems. | 8 years' relevant experience as a Mechanical/Fire Design Engineer including building of Fire systems. | Greater than 8 years but less than 10 years relevant experience as a Mechanical/Fire Design Engineer including building of Fire systems. | Greater than or equal to 10 years' relevant experience as a Mechanical/Fire Design Engineer including building of Fire systems. |

| Weight – 5 points | Score 0 | Score 20 | Score 40 | Score 60 | Score 80 | Score 100 |
|-------------------|---------|----------|----------|----------|----------|-----------|
|-------------------|---------|----------|----------|----------|----------|-----------|

|                                                                                                                                                                                                                                                |                                    |                                                                                                                                              |                                                                                                                                     |                                                                                                                                  |                                                                                      |                                                                                                                      |                                                                                                            |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|
| <b>Health &amp; Safety Officer</b><br><br><i>Failure to submit proof of a valid Professional Registration of Health &amp; Safety Officer with SACMP for the candidate will lead to a score of zero for both Qualification &amp; Experience</i> | <b>Qualification</b><br>(2 points) | Tenderer has not submitted relevant qualifications / has submitted irrelevant qualifications.                                                | NQF Level 4 and below qualification in Safety Management / NEBOSH / SAMTRAC and proof thereof.                                      | NQF Level 5 qualification in Safety Management / NEBOSH / SAMTRAC and proof thereof.                                             | NQF Level 6 qualification in Safety Management / NEBOSH / SAMTRAC and proof thereof. | NQF Level 7 qualification in Safety Management / NEBOSH / SAMTRAC and proof thereof.                                 | NQF Level 8 or higher qualification in Safety Management / NEBOSH / SAMTRAC and proof thereof.             |
|                                                                                                                                                                                                                                                | <b>Experience</b><br>(3 points)    | Tenderer has not submitted CV and/or equal or less than 3 years' Health and Safety Management experience including building of Fire systems. | Greater than or equal to 3 years but less than 4 years' Health and Safety Management experience including building of Fire systems. | Greater than or equal to 4 years but less than 5 years' Health and Safety Management experience including building Fire systems. | 5 years Health and Safety Management experience including building of Fire systems.  | Greater than 5 years but less than 7 years' Health and Safety Management experience including building Fire systems. | Greater than or equal to 7 years' Health and Safety Management experience including building Fire systems. |

| <b>Weight – 5 points</b>                                                                                                                                        | <b>Score 0</b>                                                                              | <b>Score 20</b>                                                                   | <b>Score 40</b>                                                                   | <b>Score 60</b>                    | <b>Score 80</b>                                                                   | <b>Score 100</b>                                            |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|------------------------------------|-----------------------------------------------------------------------------------|-------------------------------------------------------------|
| <b>Commissioner</b><br><br><i>Failure to submit proof of a valid Commissioner's Registration for the candidate will lead to a score of zero for Experience.</i> | Tenderer has not submitted CV and/or equal or less than 3 years' Commissioner's experience. | Greater than or equal to 3 years but less than 4 years' Commissioner's experience | Greater than or equal to 4 years but less than 5 years' Commissioner's experience | 5 years' Commissioner's experience | Greater than or equal to 5 years but less than 7 years' Commissioner's experience | Greater than or equal to 7 years' Commissioner's experience |

## **T.22-05: Evaluation Schedule – Programme – 20 points**

Note to tenderers:

The Tenderer submits a detailed Level 4 Gantt chart programme that sets out timelines for the project milestones, guides resource allocation, and help manage potential project risks to provide the required services. The proposed programme shall include but not limited to the following:

### **1. Programme structure (10 points)**

#### **a) Level 4 Programme (20%)**

The proposed programme is clear and easy to understand and presented in Level 4 programme. The delivery dates for all key deliverables are realistic and achievable given the available resources and constraints. All the task durations and resources allocations are reasonable, and schedule considers potential project risks (time risk allowance).

#### **b) Logical Sequence (10%)**

The programme follows a logical sequence of tasks and activities with predecessor and successors clearly indicated. The order and timing of the tasks/activities that will take place in order to provide the works is accurately identified and accounted for.

#### **c) Critical path (10%)**

The programme clearly shows the critical path that highlights the most time-sensitive tasks/activities.

#### **d) Milestones and deliverables (10%)**

The programme clearly identifies key project milestones and integrates into the programme. The milestone dates are realistic and aligned to the project objectives. The programme takes into account the dependencies between deliverables and quality requirements including interim approvals by the Project Manager and/or the Employer.

#### **e) Basis of Schedule (25%)**

A basis of schedule document is required, stipulating, but not limited to, underlying assumptions, conditions, constraints, and approach to providing the Works as detailed in the programme.

**f) Time Risk Allowance (10%)**

The programme must clearly demonstrate adequate provisions for Time Risk Allowance (TRA). Time Risk Allowances are not float, are owned by the Tenderer, can be included in the activity duration in the schedule in a code field or as an attachment.

**g) Alignment to Approach Paper (15%)**

The programme must clearly support and demonstrate alignment to the Approach Paper.

**2. Overall Duration (10 Points)**

The overall programme shows the tenderer's ability to execute the works in terms of the Employers requirements within the required timeframe.

The scoring of the Programme will be as follows:

| <b>WEIGHT<br/>[20]</b> | <b>Programme Structure [10 points]</b>                                                                                                                                                                                                                                           | <b>Overall Programme Duration [10 points]</b>                                                         |
|------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|
|                        | a) <b>Level 4 Programme (20%)</b><br>b) <b>Logical Sequence (10%)</b><br>c) <b>Critical path (10%)</b><br>d) <b>Milestones and deliverables (10%)</b><br>e) <b>Basis of Schedule (25%)</b><br>f) <b>Time Risk Allowance (10%)</b><br>g) <b>Alignment to Approach Paper (15%)</b> |                                                                                                       |
| <b>Score 0</b>         | Tenderer has not submitted a programme to evaluate or has submitted a proposed programme that meets two (2) or less of the seven (7) requirements (a to g).                                                                                                                      | Tenderer has not submitted a schedule to evaluate, or the Tenderer's timeline is more than 10 months. |
| <b>Score 20</b>        | Tenderer has submitted a proposed programme that meets three (3) of the seven (7) requirements (a to g).                                                                                                                                                                         | The Tenderer's timeline is 9 months or more but less than 10 months.                                  |

|                  |                                                                                                            |                                                                                          |
|------------------|------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|
| <b>Score 40</b>  | Tenderer has submitted proposed programme that meets four (4) of the 7 requirements (a to g).              | The Tenderer's timeline is more than 8 months but less than 9 months.                    |
| <b>Score 60</b>  | Tenderer has submitted proposed programme that meets five (5) of the 7 requirements (a to g).              | The Tenderer's timeline is 8 months.                                                     |
| <b>Score 80</b>  | Tenderer has submitted proposed programme that fully addresses six (6) requirements (a to g).              | The Tenderer's timeline is less than 8 months but more than 7 months.                    |
| <b>Score 100</b> | Tenderer has submitted proposed programme that fully addresses all of the seven (7) requirements (a to g). | The Tenderer's timeline is less or equal to 7 months but more than or equal to 6 months. |

## **2.1.3. Stage Four: Preference Point System**

2.1.3 Preference Point System: Valid Evidence of Preference Claim Form requirements stipulated in SBD6.1

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

| Specific Goals                            | Acceptable Evidence                                                                                                                                                               |
|-------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| B-BBEE Status Level of Contributor 1 or 2 | <ul style="list-style-type: none"><li>Valid B-BBEE Certificate / Sworn - Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted)</li></ul> |
| EME or QSE 51% Black Owned Entities       | <ul style="list-style-type: none"><li>Audited Annual Financial Statements</li><li>Valid B-BBEE Certificate / Sworn - Affidavit / B-BBEE CIPC Certificate</li></ul>                |

TO THIS SCHEDULE:

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## **2.1.4. Returnable Schedules: General**

## T2.2-06: Site Establishment Requirements

Tenderers to indicate their Site establishment area requirements:

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

## **T2.2-08: Quality Management**

Reference Standard; TNPA-QUAL-REQ-014.1 General Quality Requirements for Contractors and Suppliers.

Due consideration must be given to the deliverables required to execute and complete the contract as per the Quality Management Standard, TNPA-QUAL-REQ-014.1 General Quality Requirements for Contractors and Suppliers as stated above and should include but not be limited to:

1. Project Quality Plan (PQP): MUST cover project scope and be aligned to ISO 9001:2015 requirements. A document that outlines the *Contractor's* strategy, methodology, resources allocation, Quality Assurance and Quality Control coordination activities to ensure that Goods and Services supplied meet or exceed the requirements defined in the *Contract* drawings, codes and standards.
2. Quality Control Plans (QCP): MUST cover all disciplines relevant to the project scope A document outlining specific manufacturing/construction inspection and testing requirements, including responsibilities, test acceptance criteria, nomination of witness and hold points.
3. CV for The Quality Officer on site with relevant and adequate quality qualification and experience. Minimum 3 years of experience in a quality systems environment and relevant experience in similar type Mechanical, Electrical construction projects is required. Minimum qualification is ISO 9001:2015 Certificate in QMS Implementation (NB: Qualification certificates MUST be attached).
4. Quality Data book index MUST cover all disciplines relevant to the project scope including relevant tests and certifications to be provided

## T2.2-09: 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:

|       |
|-------|
| ..... |
| ..... |
| ..... |
| ..... |
| ..... |
| ..... |
| ..... |
| ..... |

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

[illegible]

## T2.2-11: 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 |
|-------------|-----------------|-------------------|---------------------|
|             |                 |                   |                     |

### 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

## 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

## 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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## T2.2-15: Proposed Organisation and staffing

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

1. Staff Qualifications and CV's. (CV's to be not more than 2 pages)
2. Specific experience of individual key staff who will be assigned to deliver the Scope of Services as articulated in the Approach Paper.
3. Staff structure defined roles and responsibilities.
4. Illustration of how a 'Core EPCM Management Team' will manage the execution of the contract
5. Details of the experience of the staff who will be working on the *services* with respect to:
  - Working with the NEC3 Engineering Construction Contract Options B chosen for this contract to ensure that the Scope of Services is efficiently delivered with the skills and care normally used by professionals providing the Services.
6. Tenderer should also provide their detailed expectation of the Employer team required to complete the Scope of Services. Tenderer's to indicate the desired Employer org chart and functional capabilities, as well as roles and responsibilities required for stakeholder management.

### Attached submissions to this schedule:

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## **2.1.5. Agreement and Commitment by Tenderer**

## T2.2-16: 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.
3. Overview of the project specific Task Risk Assessment (RA), indicating major activities of the project namely:
  - Mechanical works:
4. Complete and return with tender documentation the Contractor Safety Questionnaire included to this Evaluation Schedule as a returnable, attach all required supporting documents and complete your company three-years synopsis of SHE incidents, description, type and action taken to prevent re-occurrence.
5. Evidence that the Principal Contractor have made adequate provisions for the cost of Health & Safety "Activity Schedule": CR 3(5) (b)(iii) read with CR 5(1)(g)

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## T2.2-16a: TNPA Estimate Health and Safety Cost Breakdown

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

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

|                                                    |          |
|----------------------------------------------------|----------|
| <b>Total to be carried forward to BoQ No. 1.19</b> | <b>R</b> |
| <b>Total Estimate Value</b>                        | <b>R</b> |
| <b>H&amp;S Cost as % of Tender value</b>           |          |

## T2.2-16b Contractor Safety Questionnaire

| 1. Safe Work Performance |                                                                                                    |                                                                                                                                    |                                                                                                                                         |  |
|--------------------------|----------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|--|
| 1A                       | Injury Experience / Historical Performance – Alberta                                               |                                                                                                                                    |                                                                                                                                         |  |
|                          | Use the previous three years injury and illness records to complete the following:                 |                                                                                                                                    |                                                                                                                                         |  |
|                          | Year                                                                                               |                                                                                                                                    |                                                                                                                                         |  |
|                          | Number of medical treatment cases                                                                  |                                                                                                                                    |                                                                                                                                         |  |
|                          | Number of restricted workday cases                                                                 |                                                                                                                                    |                                                                                                                                         |  |
|                          | Number of lost time injury cases                                                                   |                                                                                                                                    |                                                                                                                                         |  |
|                          | Number of fatal injuries                                                                           |                                                                                                                                    |                                                                                                                                         |  |
|                          | Total recordable frequency                                                                         |                                                                                                                                    |                                                                                                                                         |  |
|                          | Lost time injury frequency                                                                         |                                                                                                                                    |                                                                                                                                         |  |
|                          | Number of worker manhours                                                                          |                                                                                                                                    |                                                                                                                                         |  |
|                          | Action taken to prevent re-occurrence                                                              |                                                                                                                                    |                                                                                                                                         |  |
|                          | 1                                                                                                  | Medical Treatment Case                                                                                                             | Any occupational injury or illness requiring treatment provided by a physician or treatment provided under the direction of a physician |  |
|                          | 2                                                                                                  | Restricted Workday Case                                                                                                            | Any occupational injury or illness that prevents a worker from performing any of his/her craft jurisdiction duties                      |  |
|                          | 3                                                                                                  | Lost Time injury Cases                                                                                                             | Any occupational injury that prevents the worker from performing any work for at least one day                                          |  |
| 4                        | Total Recordable Frequency                                                                         | Total number of Medical Treatment, Restricted Work and Lost Time Injury cases multiplied by 200,000 then divided by total manhours |                                                                                                                                         |  |
| 5                        | Lost Time Injury Frequency                                                                         | Total number of Lost Time Injury cases multiplied by 200,000 then divide by total manhours                                         |                                                                                                                                         |  |
| 1B                       | Workers' Compensation Experience                                                                   |                                                                                                                                    |                                                                                                                                         |  |
|                          | Use the previous three years injury and illness records to complete the following (if applicable): |                                                                                                                                    |                                                                                                                                         |  |
|                          | Industry Code:                                                                                     |                                                                                                                                    | Industry Classification:                                                                                                                |  |
|                          | Year                                                                                               |                                                                                                                                    |                                                                                                                                         |  |
|                          | Industry Rate                                                                                      |                                                                                                                                    |                                                                                                                                         |  |

|                          |                                                                                                                                                           |                 |    |                                                        |     |     |  |    |  |
|--------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|----|--------------------------------------------------------|-----|-----|--|----|--|
|                          | Contractor Rate                                                                                                                                           |                 |    |                                                        |     |     |  |    |  |
|                          | % Discount or Surcharge                                                                                                                                   |                 |    |                                                        |     |     |  |    |  |
|                          | Is your Workers' Compensation account in good standing?<br>(Please provide letter of confirmation)                                                        | Yes             |    | No                                                     |     |     |  |    |  |
| <b>2. Citations</b>      |                                                                                                                                                           |                 |    |                                                        |     |     |  |    |  |
| 2A                       | Has your company been cited, charged or prosecuted under Health, Safety and/or Environmental Legislation in the last 5 years?<br>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?<br>If yes, provide details:           | Yes             |    | No                                                     |     |     |  |    |  |
|                          |                                                                                                                                                           |                 |    |                                                        |     |     |  |    |  |
|                          |                                                                                                                                                           |                 |    |                                                        |     |     |  |    |  |
|                          |                                                                                                                                                           |                 |    |                                                        |     |     |  |    |  |
| <b>3. Citations</b>      |                                                                                                                                                           |                 |    |                                                        |     |     |  |    |  |
|                          | Does your company have a Certificate of Recognition?                                                                                                      |                 |    |                                                        |     | Yes |  | No |  |
|                          | If yes, what is the                                                                                                                                       | Certificate No: |    | Issue Date:                                            |     |     |  |    |  |
| <b>4. Safety Program</b> |                                                                                                                                                           |                 |    |                                                        |     |     |  |    |  |
| 4A                       | Submit your company written health and safety plan?<br>Submit for provide a copy for review                                                               |                 |    |                                                        |     |     |  |    |  |
| 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?                                                                                                |     |    |                                 |     |    |
| <b>5. Training Program</b> |                                                                                                                                                                  |     |    |                                 |     |    |
| 5A                         | Attach orientation program for new hire employees?<br>include a course outline. Does it include any of the following:                                            |     |    |                                 |     |    |
|                            |                                                                                                                                                                  | 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?<br>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 totaled for the entire company          |     |    |         |           |          |
|    | Costs totaled by project                      |     |    |         |           |          |
|    | Subtotaled by superintendent                  |     |    |         |           |          |
|    | Subtotaled by foreman/general foreman         |     |    |         |           |          |
| 7D | Does your company track non-injury incidents? | Yes | No | Monthly | Quarterly | Annually |
|    | Near Miss                                     |     |    |         |           |          |
|    | Property Damage                               |     |    |         |           |          |
|    | Fire                                          |     |    |         |           |          |
|    | Security                                      |     |    |         |           |          |
|    | Environmental                                 |     |    |         |           |          |

## 8. Personnel

List key health and safety officers planned for this project. Attach resume (CV and qualification and proof of registration with SACPCMP).

| Name | Position / Title | Designation |                |
|------|------------------|-------------|----------------|
|      |                  | Category    | SACPCMP Number |
|      |                  |             |                |
|      |                  |             |                |

## 9. References

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

| Name and Company | Address | Telephone Number |
|------------------|---------|------------------|
|                  |         |                  |
|                  |         |                  |
|                  |         |                  |

## T2.2-17: TENDER DECLARATION FORM

NAME OF COMPANY: \_\_\_\_\_

We \_\_\_\_\_ do hereby certify that:

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

*[Respondent to indicate if this section is not applicable]*

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

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Indicate nature of relationship with Transnet:

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*[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 Transnet Supply Chain Management (SCM) Complaints and Allegations Office process and will be subject to the Terms of Reference of SCM Complaints and Allegations Office. Transnet Supply Chain SCM Complaints and Allegations Office 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 SCM Complaints and Allegations Office without having to follow a formal court process to have such award or decision set aside.

For and on behalf of

.....

duly authorised thereto

Name:

Signature:

Date:

## **IMPORTANT NOTICE TO RESPONDENTS**

- Transnet established the SCM Complaints and Allegations Office to investigate any material complaint in respect of any tenders regardless of the value. Should a Respondent have any material concern regarding a tender process, a complaint may be lodged with Transnet SCM Complaints and Allegations Office for further investigation.
- It is incumbent on the Respondent to familiarise himself/herself with the Terms of Reference for the Transnet SCM Complaints and Allegations Office, details of which are available for review at Transnet's website [www.transnet.net](http://www.transnet.net).
- An official complaint form which will be shared upon receipt of a complaint should be completed and submitted, together with any supporting documentation, to [groupscmcomplaints@transnet.net](mailto:groupscmcomplaints@transnet.net)
- All Respondents should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a bidder on its List of Excluded Bidders.

## T2.2-18 Environmental Declaration of Understanding

|                      |  |                     |  |
|----------------------|--|---------------------|--|
| <b>Project Name:</b> |  | <b>Document No:</b> |  |
| <b>Project No:</b>   |  | <b>Date:</b>        |  |
| <b>Contractor:</b>   |  | <b>Contract No:</b> |  |

I,

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Designation)

\_\_\_\_\_  
(Representing)

Declare that I have read and understood the contents of the Construction Environmental Management SOP (009-TCC-CLO-SUS-TMP-11386) and associated documents for the above mentioned Project and Contract.

I also declare that I understand my responsibilities in terms of enforcing and implementing the Environmental Specifications for the aforementioned Contract.

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

## **T2.2-19 Service Provider Integrity Pact**

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

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

### **INTEGRITY PACT**

Between

**TRANSNET SOC LTD**

Registration Number: 1990/000900/30

("Transnet")

and

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

## **PREAMBLE**

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

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

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

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

## **1 OBJECTIVES**

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

## **2 COMMITMENTS OF TRANSNET**

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

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

process, Tender evaluation, contracting or implementation process related to any contract.

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

### 3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

- 3.1 Transnet has a '**Zero Gifts**' Policy. No employee is allowed to accept gifts, favours or benefits.
  - a) Transnet officials and employees **shall not** solicit, give or accept, or from agreeing to solicit, give, accept or receive directly or indirectly, any gift, gratuity, favour, entertainment, loan, or anything of monetary value, from any person or juridical entities in the course of official duties or in connection with any operation being managed by, or any transaction which may be affected by the functions of their office.
  - b) Transnet officials and employees **shall not** solicit or accept gifts of any kind, from vendors, suppliers, customers, potential employees, potential vendors, and suppliers, or any other individual or organisation irrespective of the value.
  - c) Under **no circumstances** should gifts, business courtesies or hospitality packages be accepted from or given to prospective suppliers participating in a tender process at the respective employee's Operating Division, regardless of retail value.
  - d) Gratuities, bribes or kickbacks of any kind must never be solicited, accepted or offered, either directly or indirectly. This includes money, loans, equity, special privileges, personal favours, benefit or services. Such favours will be considered to constitute corruption.
- 3.2 The Tenderer/Service Provider/Contractor commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during

any stage of its Tender or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Tenderer/Service Provider/Contractor commits to the following:

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

- 3.7 The Tenderer/Service Provider/Contractor will not misrepresent facts or furnish false or forged documents or information in order to influence the tendering process to the advantage of the Tenderer/Service Provider/Contractor or detriment of Transnet or other competitors.
- 3.8 Transnet may require the Tenderer/Service Provider/Contractor to furnish Transnet with a copy of its code of conduct. Such code of conduct must address the compliance programme for the implementation of the code of conduct and reject the use of bribes and other dishonest and unethical conduct.
- 3.9 The Tenderer/Service Provider/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 3.10 The Tenderer/Service Provider/Contractor confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human Rights, Labour, Anti-Corruption and the Environment when undertaking business with Transnet as follows:
- a) Human Rights
- Principle 1: Businesses should support and respect the protection of internationally proclaimed human rights; and
  - Principle 2: make sure that they are not complicit in human rights abuses.
- b) Labour
- Principle 3: Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;
  - Principle 4: the elimination of all forms of forced and compulsory labour;
  - Principle 5: the effective abolition of child labour; and
  - Principle 6: the elimination of discrimination in respect of employment and occupation.
- c) Environment
- Principle 7: Businesses should support a precautionary approach to environmental challenges;
  - Principle 8: undertake initiatives to promote greater environmental responsibility; and
  - Principle 9: encourage the development and diffusion of environmentally friendly technologies.

d) Anti-Corruption

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

#### **4 INDEPENDENT TENDERING**

- 4.1 For the purposes of that Certificate in relation to any submitted Tender, the Tenderer declares to fully understand that the word "competitor" shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:
- a) has been requested to submit a Tender in response to this Tender invitation;
  - b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
  - c) provides the same Goods and Services as the Tenderer and/or is in the same line of business as the Tenderer.
- 4.2 The Tenderer has arrived at his submitted Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive tendering.
- 4.3 In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- a) prices;
  - b) geographical area where Goods or Services will be rendered [market allocation];
  - c) methods, factors or formulas used to calculate prices;
  - d) the intention or decision to submit or not to submit, a Tender;
  - e) the submission of a Tender which does not meet the specifications and conditions of the RFP; or
  - f) tendering with the intention of not winning the Tender.
- 4.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Goods or Services to which his/her tender relates.
- 4.5 The terms of the Tender as submitted have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.
- 4.6 Tenderers are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Tenders and contracts,

Tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [NPA] for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

## **5 DISQUALIFICATION FROM TENDERING PROCESS**

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

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

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

- b) has, after being notified of the acceptance of his Tender, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the Tender documents;
- c) has carried out any contract resulting from such Tender in an unsatisfactory manner or has breached any condition of the contract;
- d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;
- e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;
- f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:
  - (i) he made the statement in good faith honestly believing it to be correct; and
  - (ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;
- g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
- h) has litigated against Transnet in bad faith.

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

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

## **7 PREVIOUS TRANSGRESSIONS**

7.1 The Tenderer/Service Provider/Contractor hereby declares that no previous transgressions resulting in a serious breach of any law, including but not limited to, corruption, fraud, theft, extortion and contraventions of the Competition Act 89 of 1998, which occurred in the last 5 (five) years with any other public sector

undertaking, government department or private sector company that could justify its exclusion from its registration on the Tenderer's/Service Provider's/Contractor's database or any tendering process.

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

## **8 SANCTIONS FOR VIOLATIONS**

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

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

## **9 CONFLICTS OF INTEREST**

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

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

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

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

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

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

## 10 DISPUTE RESOLUTION

- 10.1 Transnet recognises that trust and good faith are pivotal to its relationship with its Tenderer / Service Provider / Contractor. When a dispute arises between Transnet and its Tenderer / Service Provider / Contractor, the parties should use their best endeavours to resolve the dispute in an amicable manner, whenever possible. Litigation in bad faith negates the principles of trust and good faith on which commercial relationships are based. Accordingly, following a blacklisting process as mentioned in paragraph 6 above, Transnet will not do business with a company that litigates against it in bad faith or is involved in any action that reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:
- a) **Vexatious proceedings:** these are frivolous proceedings which have been instituted without proper grounds;
  - b) **Perjury:** where a Tenderer / Service Provider / Contractor make a false statement either in giving evidence or on an affidavit;
  - c) **Scurrilous allegations:** where a Tenderer / Service Provider / Contractor makes allegations regarding a senior Transnet employee which are without proper foundation, scandalous, abusive or defamatory; and
  - d) **Abuse of court process:** when a Tenderer / Service Provider / Contractor abuses the court process in order to gain a competitive advantage during a Tender process.

## 11 GENERAL

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

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

---

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

Signature .....

Date .....

## T2.2-20 NON-DISCLOSURE AGREEMENT

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

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

### TRANSNET SOC LTD

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

**and**

.....  
.....

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

.....  
.....

### WHEREAS

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

### IT IS HEREBY AGREED

#### 1. INTERPRETATION

In this Agreement:

- 1.1 **Agents** mean directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;
- 1.2 **Bid or Bid Document** (hereinafter Tender) means Transnet's Request for Information [**RFI**] Request for Proposal [**RFP**] or Request for Quotation [**RFQ**], as the case may be;

- 1.3 **Confidential Information** means any information or other data relating to one party [the **Disclosing Party**] and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Bid to the other party [the **Receiving Party**] or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:
- 1.3.1 is publicly available at the time of its disclosure or becomes publicly available [other than as a result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this Agreement]; or
  - 1.3.2 was lawfully in the possession of the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] free of any restriction as to its use or disclosure prior to its being so disclosed; or
  - 1.3.3 following such disclosure, becomes available to the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] from a source other than the Disclosing Party or its Agents, which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information;
- 1.4 **Group** means any subsidiary, any holding company and any subsidiary of any holding company of either party; and
- 1.5 **Information** means all information in whatever form including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, know-how, trade secrets and business affairs whether in writing, conveyed orally or by machine-readable medium.

## 2. CONFIDENTIAL INFORMATION

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

for the subsequent performance of any contract between the parties in relation to the Tender.

2.3 Notwithstanding clause 2.1 above, the Receiving Party may disclose Confidential Information:

2.3.1 to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 above, provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or

2.3.2 to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.4 below.

2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.3.2 above, it shall promptly notify the Disclosing Party and cooperate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.

2.5 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps [including the institution of legal proceedings] as shall be necessary to remedy [if capable of remedy] the default and/or to prevent further unauthorised copying, disclosure or use.

2.6 All Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights, including intellectual property rights over the Confidential Information whatsoever, beyond those contained in this Agreement.

### **3. RECORDS AND RETURN OF INFORMATION**

3.1 The Receiving Party agrees to ensure proper and secure storage of all Information and any copies thereof.

3.2 The Receiving Party shall keep a written record, to be supplied to the Disclosing Party upon request, of the Confidential Information provided and any copies made thereof

and, so far as is reasonably practicable, of the location of such Confidential Information and any copies thereof.

3.3 The Company shall, within 7 [seven] days of receipt of a written demand from Transnet:

3.3.1 return all written Confidential Information [including all copies]; and

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

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

#### **4. ANNOUNCEMENTS**

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

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

#### **5. DURATION**

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

#### **6. PRINCIPAL**

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

#### **7. ADEQUACY OF DAMAGES**

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

#### **8. PRIVACY AND DATA PROTECTION**

8.1 The Receiving Party undertakes to comply with South Africa's general privacy protection in terms Section 14 of the Bill of Rights in connection with this Tender and shall procure

that its personnel shall observe the provisions of such Act [as applicable] or any amendments and re-enactments thereof and any regulations made pursuant thereto.

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

## 9. GENERAL

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

Signed

Date

Name

Position

Tenderer

## T2.2-21: Schedule of Proposed Sub-*contractor*

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

- If the tenderer intends to use sub-consultants' staff for evaluation purposes as one of the Key Persons identified in T2.2-04 Evaluation Schedule: Key Personnel Qualifications, Experience and Registrations, they may do so provided the sub-consultant's company details are listed and attached to this schedule.
- 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.
- Tenderer to provide B-BBEE Certificates for all proposed sub- *contractor* listed above and attach it to this schedule.
- All agreements between the Main *Contractor* and Sub-*Contractor* must be attached to this schedule.

Provide information of the Sub-contractors below:

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

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



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

| Name of Proposed sub-contractor |                          |                          | 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"/> |                    |

The *Contractor* must engage with the local municipal district/wards business forums business entities within the immediate surroundings of the Site/Working Area to maximise business opportunities to satisfy the above requirements. This is to ensure any possible risk pertaining to local business forums are mitigated by the *Contractor* through demonstrating evidence to local business forums when enquired during the execution of the contract.

If support is required [Simon.Malindi@transnet.net](mailto:Simon.Malindi@transnet.net) can be contacted for assistance with regards to local business forums/companies/communities.

Specialist Sub-*contractor* listed on this list will be taken into consideration when evaluating Previous Experience.

If the tenderer intends to use sub-contractor's staff for evaluation purposes as one of the Key Persons identified in T2.2-04 Evaluation Schedule: Key Personnel, they may do so provided the sub- consultants company details are listed and attached to this schedule.



If the specialist Sub-*contractors* are not included on this list, together with the agreements between the sub-contractor and Main *Contractor* the Specialist Sub-*consultants'* experiences will not be taken into consideration.

## **T2.2-22 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

## T2.2-23: 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

## **T2.2-24 : 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**

| <b>Name</b> | <b>Identity number</b> | <b>Personal income tax number</b> |
|-------------|------------------------|-----------------------------------|
|             |                        |                                   |
|             |                        |                                   |
|             |                        |                                   |

\* 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:

1.2

- the 80/20 system for requirements with a Rand value equal to or below R50 000 000 (all applicable taxes included).

and

- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.3 The value of this bid is estimated to **exceed/not exceed** R50 000 000 (all applicable taxes included) and therefore the 80/20 or 90/10 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.

1.4 Preference points for this bid shall be awarded for:

(a) Price;

(b) B-BBEE Status Level of Contribution 1 or 2; and

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

| <b>DESCRIPTION</b>                                 | <b>POINTS</b> | <b>POINTS</b> |
|----------------------------------------------------|---------------|---------------|
| PRICE                                              | <b>80</b>     | <b>90</b>     |
| B-BBEE Status Level of Contributor 1 or 2          | <b>05</b>     | <b>03</b>     |
| EME or QSE 51% Black Owned Entities                | <b>15</b>     | <b>07</b>     |
| Non-Compliant and/or B-BBEE Level 3-8 contributors | <b>00</b>     | <b>00</b>     |

|                                                   |     |     |
|---------------------------------------------------|-----|-----|
| Total points for Price and B-BBEE must not exceed | 100 | 100 |
|---------------------------------------------------|-----|-----|

- 1.6 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.
- 1.7 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 Construction Sector 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 Construction Sector 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 in terms of the Construction Sector Charter;
  - ii) a sworn affidavit as prescribed by the Construction Sector 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 Construction Sector 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 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20 or 90/10

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

$P_s$  = 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 Contributor | Status | Level       | of       | <ul style="list-style-type: none"> <li>Valid B-BBEE Certificate / Sworn - Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted)</li> </ul> |
|                    | 1 or 2 |             |          |                                                                                                                                                                                     |
| EME or QSE         | 51%    | Black Owned | Entities | <ul style="list-style-type: none"> <li>Audited Annual Financial</li> </ul>                                                                                                          |

- Valid B-BBEE Certificate / Sworn - Affidavit / B-BBEE CIPC Certificate

4.2 The table below indicates the required proof of B-BBEE status depending on the category of enterprises as issued in terms of the Construction Sector Charter:

| Enterprise             | B-BBEE Certificate & Sworn Affidavit                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Large</b>           | Certificate issued by SANAS accredited verification agency.                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>QSE</b>             | Certificate issued by SANAS accredited verification agency<br>Sworn Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned) [Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at <a href="http://www.dti.gov.za/economic_empowerment/bee_codes.jsp">www.dti.gov.za/economic_empowerment/bee_codes.jsp</a> .] |
| <b>EME<sup>1</sup></b> | 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.                                                                                                                                        |

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 Construction Sector Codes.

4.5 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

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

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 1 or 2: . = .....(maximum of 05 or 03 points)

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

## 7. SUB-CONTRACTING

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

(***Tick applicable box***)

|     |  |    |  |
|-----|--|----|--|
| YES |  | NO |  |
|-----|--|----|--|

7.1.1 If yes, indicate:

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

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

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

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

(***Tick applicable box***)

|     |  |    |  |
|-----|--|----|--|
| YES |  | NO |  |
|-----|--|----|--|

|  |  |  |
|--|--|--|
|  |  |  |
|  |  |  |
|  |  |  |

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**8.6 COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of

contribution indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

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

WITNESSES

1. ....

2. ....

.....

SIGNATURE(S) OF BIDDERS(S)

DATE: .....

**SBD4**

**BIDDER'S DISCLOSURE (SBD 4)**

**1. PURPOSE OF THE FORM**

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

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

**2. Bidder's declaration**

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

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

| Full Name | Identity Number | Name of State institution |
|-----------|-----------------|---------------------------|
|           |                 |                           |
|           |                 |                           |
| 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**

---

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

2.2.1 If so, furnish particulars:

.....  
.....

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

2.3.1 If so, furnish particulars:

.....  
.....

### 3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will 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

---

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

intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

## **T2.2-25 : 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

## **T2.2-26 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")**

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

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

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

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

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

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

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

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

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

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

Transnet and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA.

- 2.11. Transnet may further request that the Operator correct, delete, destroy, withdraw consent or object to the processing of any personal information and the information of a third party relating to the Transnet or a third party in the Operator's possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations.
- 2.12. In signing this addendum that is in terms of the POPIA, the Operator hereby agrees that it has adequate measures in place to provide protection of the personal information and the information of a third party given to it by Transnet in line with the 8 conditions of the POPIA and that it will provide to Transnet satisfactory evidence of these measures whenever called upon to do so by Transnet.

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

|     |  |
|-----|--|
| YES |  |
|-----|--|

|    |  |
|----|--|
| NO |  |
|----|--|

- 2.13. Further, the Operator acknowledges that it will be held liable by Transnet should it fail to process personal information in line with the requirements of the POPIA. The Operator will be subject to any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that Transnet submitted to it.
- 2.14. Should a Tenderer have any complaints or objections to processing of its personal information, by Transnet, the Tenderer can submit a complaint to the Information Regulator on <https://www.justice.gov.za/infoereg/>, click on contact us, click on complaints.IR@justice.gov.za

### 3. **SOLE AGREEMENT**

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

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2024

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

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

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

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

Authorised signatory for and on behalf of .....(insert name of Tenderer/Contractor) who warrants that he/she is duly authorised to sign this Agreement.

#### **AS WITNESSES:**

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

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

## T2.2-27 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/<br>Business | Role in the Entity<br>/Business (Nature of<br>interest/Participation) | Shareholding<br>% | Registration<br>Number | Status (Mark the<br>applicable option with<br>an X) |            |
|----|-----------------------------|-----------------------------------------------------------------------|-------------------|------------------------|-----------------------------------------------------|------------|
|    |                             |                                                                       |                   |                        | Active                                              | Non-Active |
| 1  |                             |                                                                       |                   |                        |                                                     |            |
| 2  |                             |                                                                       |                   |                        |                                                     |            |
| 3  |                             |                                                                       |                   |                        |                                                     |            |

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

## 2. SERVICE LEVELS

2.1 Transnet reserves the right to request that any member of the Service provider's team involved on the Transnet account be replaced if deemed not to be adding value for Transnet.

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

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

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

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

### Acceptance of Service Levels:

|     |  |    |  |
|-----|--|----|--|
| YES |  | NO |  |
|-----|--|----|--|

Signed

Date

Name

Position

Tenderer

## **2.1.6. Bonds / Guarantees / Financial / Insurance**

## T2.2-28: Insurance provided by the *Contractor*

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

Please provide the following details for insurance which the *Contractor* is still to provide.

Notwithstanding this information all costs related to insurance are deemed included in the tenderer's rates and prices.

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

## T2.2-29: 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

## T2.2-30: 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:

|       |
|-------|
| ..... |
| ..... |
| ..... |
| ..... |
| ..... |
| ..... |
| ..... |
| ..... |
| ..... |

## **T2.2-31: Three (3) years audited financial statements.**

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

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

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

**Contractor:**

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

**Contractor:**

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

**Contractor:**

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

Transnet National Ports Authority

Tender Number: TNPA/2026/03/0651/3752/RFP

Description of works: Mechanical Equipment and Fire Installations at 06 Toulon Road Building in the Port of Durban for a period of six (6) months

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## **2.1.7. Transnet Vendor Registration Form**



## T2.2-32 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](http://www.thedti.gov.za) or EME certificates at CIPC from [www.cipc.co.za](http://www.cipc.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](http://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<br>No If a Sole Proprietor |                              |                        |                       |               |                       |                       |
| Company Income Tax Number                                |                              |                        |                       |               |                       |                       |
| Form of Entity                                           | CC                           | Trust                  | Pty Ltd               | Limited       | Partnership           | Sole Proprietor       |
|                                                          | Non-profit<br>(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 <b>YES</b> state the previous details below:          |                              |                       |                |               |                 |                 |    |  |
| Trading Name                                             |                              |                       |                |               |                 |                 |    |  |
| Registered Name                                          |                              |                       |                |               |                 |                 |    |  |
| Company Registration No Or ID<br>No If a Sole Proprietor |                              |                       |                |               |                 |                 |    |  |
| Form of Entity                                           | CC                           | Trust                 | Pty Ltd        | Limited       | Partnership     | Sole Proprietor |    |  |
|                                                          | Non-profit<br>(NPO's or NPC) | Personal Liability Co | State Owned Co | National Govt | Provincial Govt | Local Govt      |    |  |

|  |                                |                               |                          |                  |                          |                          |
|--|--------------------------------|-------------------------------|--------------------------|------------------|--------------------------|--------------------------|
|  | Education<br>al<br>Institution | Specialise<br>d<br>Profession | Financial<br>Institution | Joint<br>Venture | Foreign<br>International | Foreign<br>Branch Office |
|--|--------------------------------|-------------------------------|--------------------------|------------------|--------------------------|--------------------------|

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

|                         |                     |  |
|-------------------------|---------------------|--|
| Company Banking Details | Bank Name           |  |
| Universal Branch Code   | Bank Account Number |  |

|                          |  |      |  |
|--------------------------|--|------|--|
| Company Physical Address |  | Code |  |
| Company Postal Address   |  | Code |  |
| Company Telephone number |  |      |  |
| Company Fax Number       |  |      |  |
| Company E-Mail Address   |  |      |  |
| Company Website Address  |  |      |  |

|                             |  |
|-----------------------------|--|
| Company Contact Person Name |  |
| Designation                 |  |
| Telephone                   |  |
| Email                       |  |

|                                                                            |           |  |           |  |
|----------------------------------------------------------------------------|-----------|--|-----------|--|
| Is your company a Labour Broker?                                           | Yes       |  | No        |  |
| Main Product / Service Supplied e.g. Stationery / Consulting / Labour etc. |           |  |           |  |
| How many personnel does the business employ?                               | Full Time |  | Part Time |  |

**Please Note:** Should your business employ more than 2 full time employees who are not connected persons as defined in the Income Tax Act, please submit a sworn affidavit, as per Appendix II.

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

|                                                            |  |                                      |  |                                      |          |                         |          |          |          |          |          |          |
|------------------------------------------------------------|--|--------------------------------------|--|--------------------------------------|----------|-------------------------|----------|----------|----------|----------|----------|----------|
| Does your company have a valid proof of B-BBEE status?     |  |                                      |  |                                      |          | Yes                     | No       |          |          |          |          |          |
| Please indicate your Broad Based BEE status (Level 1 to 9) |  |                                      |  | <b>1</b>                             | <b>2</b> | <b>3</b>                | <b>4</b> | <b>5</b> | <b>6</b> | <b>7</b> | <b>8</b> | <b>9</b> |
| 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 ☐ NO ☐

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                             |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|
| <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> |                                                                                                             |
| <p><b>FIRST TIME SUPPLIER</b></p> <p>A supplier that we haven't as yet Traded within Transnet and will be registered via our database for the 1<sup>st</sup> time.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <p>YES   <input type="radio"/>   NO   <input type="radio"/></p>                                             |
| <p><b>SUPPLIER DEVELOPMENT PLAN</b></p> <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 &amp; BDO etc.).</p>                                                                                                                                                                                                                                                            | <p>YES   <input type="radio"/>   NO   <input type="radio"/></p>                                             |
| <p><b>DEVELOPMENT PLAN DOCUMENT</b></p> <p>Agreed plan that will be crafted with the supplier in regards to their development (It could be for ED OR SD in terms of their developmental needs they may require with the company.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <p>YES   <input type="radio"/>   NO   <input type="radio"/></p> <p>*If Yes- Attach supporting documents</p> |
| <p><b>ENTERPRISE DEVELOPMENT BENEFICIARY</b></p> <p>A supplier that is not as yet in our value chain that we are assisting in their developmental area.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <p>YES   <input type="radio"/>   NO   <input type="radio"/></p>                                             |
| <p><b>SUPPLIER DEVELOPMENT BENEFICIARY</b></p> <p>A supplier that we are already doing business with or transacting with and we are also assisting them</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <p>YES   <input type="radio"/>   NO   <input type="radio"/></p>                                             |

|                                                                                                                        |                                                    |
|------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|
| in their developmental area e.g. (They might require training or financial assistance etc.)                            |                                                    |
| <b>GRADUATION FROM ED TO SD BENEFICIARY</b>                                                                            |                                                    |
| 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"/> |
| <b>ENTERPRISE DEVELOPMENT RECIPIENT</b>                                                                                |                                                    |
| 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"/> |

|                                                                                                                                                                                                          |  |             |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------|--|
| <b>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</b> |  |             |  |
| 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,

|                                |  |
|--------------------------------|--|
| <b>Full name &amp; Surname</b> |  |
| <b>Identity number</b>         |  |

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:

|                                                        |                                                                                                                                                                                                                                                                    |
|--------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Enterprise Name:</b>                                |                                                                                                                                                                                                                                                                    |
| <b>Trading Name (If Applicable):</b>                   |                                                                                                                                                                                                                                                                    |
| <b>Registration Number:</b>                            |                                                                                                                                                                                                                                                                    |
| <b>Enterprise Physical Address:</b>                    |                                                                                                                                                                                                                                                                    |
| <b>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</b> |                                                                                                                                                                                                                                                                    |
| <b>Nature of Business:</b>                             |                                                                                                                                                                                                                                                                    |
| <b>Definition of "Black People"</b>                    | 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 –<br>(a) who are citizens of the Republic of South Africa by birth or descent;<br>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>                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Definition of "Black Designated Groups"</b> | <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 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         | <b>Level One</b> (135% B-BBEE procurement recognition level) |  |
| At Least 51% black owned | <b>Level Two</b> (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**

**Date:**

## APPENDIX D

### SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE – GENERAL

I, the undersigned,

|                                |  |
|--------------------------------|--|
| <b>Full name &amp; Surname</b> |  |
| <b>Identity number</b>         |  |

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 (**Select one**) of the following enterprise and am duly authorised to act on its behalf:

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

|                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                | <p>Africa by naturalisation-</p> <ol style="list-style-type: none"> <li>before 27 April 1994; or</li> <li>on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date.</li> </ol>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Definition of "Black Designated Groups"</b> | <p>Black Designated Groups means:</p> <ol style="list-style-type: none"> <li>unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</li> <li>Black people who are youth as defined in the National Youth Commission Act of 1996;</li> <li>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;</li> <li>Black people living in rural and under developed areas;</li> <li>Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;</li> </ol> |

3. I hereby declare under Oath that:

- The Enterprise is \_\_\_\_\_% Black Owned using the flow-through principle 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 Audited Financial Statements/Financial Statements and other information available on the latest financial year-end of (DD/MM/YYYY), 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          | <b>Level One</b> (135% B-BBEE procurement recognition level)  |  |
| At least 51% Black Owned  | <b>Level Two</b> (125% B-BBEE procurement recognition level)  |  |
| Less than 51% Black Owned | <b>Level Four</b> (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

Date:

## 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 <b>bank stamp not older than 3 Months &amp; sign by Bank Teller</b> ). |     |    |
| 4. Certified ( <b>Not Older than 3 Months</b> ) 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 <b>Physical</b> and <b>Postal</b> address.                                                       |     |    |
| 8. Original or certified copy of SARS Tax Clearance certificate and Vat registration certificate.                                                          |     |    |
| 9. BBBEE certificate and detailed scorecard from a <b>SANAS</b> Accredited Verification Agency and/or Sworn Certified Affidavit.                           |     |    |
| 10. Central Supplier Database (CSD) Summary Registration Report.                                                                                           |     |    |

Transnet National Ports Authority

Tender Number: TNPA/2026/03/0651/3752/RFP

Description of works: Mechanical Equipment and Fire Installations at 06 Toulon Road Building in the Port of Durban for a period of six (6) months

---



## 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:

#### **Mechanical Equipment and Fire Installations at 06 Toulon Road Building 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 | <b>R</b> |
| Value Added Tax @ 15% is                            | <b>R</b> |
| The offered total of the Prices inclusive of VAT is | <b>R</b> |
| (in words)                                          |          |

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

Signature(s) .....

Name(s) .....

Capacity  
**For the  
tenderer:** .....

Name & ..... Date  
*signature of*  
witness

Tenderer's CIDB registration number:

## Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

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

Signature(s) \_\_\_\_\_  
Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

**for the**  
***Employer***  
**Transnet SOC Ltd**  
**Transnet National Ports Authority**  
**Queens Warehouse**  
**237 Mahatma Gandhi Road**  
**Durban**  
**4001**

**Transnet SOC Ltd**  
**Transnet National Ports Authority**  
**Queens Warehouse**  
**237 Mahatma Gandhi Road**  
**Durban**  
**4000**

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   |         |         |

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

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

**For the tenderer:**

**For the *Employer***

Signature(s) \_\_\_\_\_  
Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

**for the  
*Employer***

**Transnet SOC Ltd  
Transnet National Ports Authority  
Queens Warehouse  
237 Mahatma Gandhi Road  
Durban  
4000**

Name &  
*signature* of  
witness

Date \_\_\_\_\_

## **C1.2 Contract Data (Parts 1 & 2)**



## C1.2 Contract Data

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

| Clause | Statement                                                                              | Data                                              |
|--------|----------------------------------------------------------------------------------------|---------------------------------------------------|
| 1      | <b>General</b>                                                                         |                                                   |
|        | The <i>conditions of contract</i> are the core clauses and the clauses for main Option |                                                   |
|        |                                                                                        | <b>B: Priced contract with Bill of Quantities</b> |
|        | dispute resolution Option                                                              | <b>W1: Dispute resolution procedure</b>           |
|        | and secondary Options                                                                  |                                                   |
|        |                                                                                        | <b>X2 Changes in the law</b>                      |
|        |                                                                                        | <b>X7 Delay damages</b>                           |
|        |                                                                                        | <b>X13 Performance Bond</b>                       |
|        |                                                                                        | <b>X16 Retention</b>                              |
|        |                                                                                        | <b>X18 Limitation of liability</b>                |
|        |                                                                                        | <b>Z Additional conditions of contract</b>        |

of the NEC3 Engineering and  
Construction Contract June 2005  
(amended June 2006 and April  
2013)

|      |                                                                                    |                                                                                                                                                  |
|------|------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|
| 10.1 | The <i>Employer</i> is:                                                            | <b>Transnet SOC Ltd<br/>(Registration No. 1990/000900/30)</b>                                                                                    |
|      | Address                                                                            | Registered address:<br><b>Transnet Corporate Centre<br/>138 Eloff Street<br/>Braamfontein<br/>Johannesburg<br/>2000</b>                          |
|      | Having elected its Contractual<br>Address for the purposes of this<br>contract as: | <b>Transnet National Ports Authority<br/>Transnet SOC Ltd<br/>Queens Warehouse<br/>237 Mahatma Gandhi Road<br/>1ST Floor<br/>Durban<br/>4000</b> |
| 10.1 | The <i>Project Manager</i> is: (Name)                                              | <b>T.B.A.</b>                                                                                                                                    |
|      | Address                                                                            | <b>Queens Warehouse<br/>237 Mahatma Gandhi Road<br/>1ST Floor<br/>Durban</b>                                                                     |
|      | Tel                                                                                | <b>T.B.A.</b>                                                                                                                                    |
|      | e-mail                                                                             | <b>T.B.A.</b>                                                                                                                                    |
| 10.1 | The <i>Supervisor</i> is: (Name)                                                   | <b>T.B.A.</b>                                                                                                                                    |
|      | Address                                                                            | <b>Queens Warehouse<br/>237 Mahatma Gandhi Road<br/>1ST Floor<br/>Durban</b>                                                                     |
|      | Tel No.                                                                            | <b>T.B.A.</b>                                                                                                                                    |
|      | e-mail                                                                             | <b>T.B.A.</b>                                                                                                                                    |



|          |                                                                              |                                                                                                                                                                                                                          |                                    |
|----------|------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|
| 11.2(13) | The <i>works</i> are                                                         | <b>Mechanical Equipment and Fire Installations at 06 Toulon Road Building in the Port of Durban for a period of six (6) months</b>                                                                                       |                                    |
| 11.2(14) | The following matters will be included in the Risk Register                  | <ul style="list-style-type: none"> <li>➤ <b>Working in close proximity to operations.</b></li> <li>➤ <b>Traffic Congestion.</b></li> <li>➤ <b>Unforeseen damage to existing unknown underground services.</b></li> </ul> |                                    |
| 11.2(15) | The <i>boundaries of the site</i> are                                        | <b>As stated in Part C4.1. Description of the Site and its surroundings"</b>                                                                                                                                             |                                    |
| 11.2(16) | The Site Information is in                                                   | <b>Part C4</b>                                                                                                                                                                                                           |                                    |
| 11.2(19) | The Works Information is in                                                  | <b>Part C3</b>                                                                                                                                                                                                           |                                    |
| 12.2     | The <i>law of the contract</i> is the law of                                 | <b>the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.</b>                                                                                                                           |                                    |
| 13.1     | The <i>language of this contract</i> is                                      | <b>English</b>                                                                                                                                                                                                           |                                    |
| 13.3     | The <i>period for reply</i> is                                               | <b>Two (2) weeks</b>                                                                                                                                                                                                     |                                    |
| <b>2</b> | <b>The Contractor's main responsibilities</b>                                | <b>No additional data is required for this section of the <i>conditions of contract</i>.</b>                                                                                                                             |                                    |
| <b>3</b> | <b>Time</b>                                                                  |                                                                                                                                                                                                                          |                                    |
| 11.2(3)  | The <i>completion date</i> for the whole of the <i>works</i> is              | <b>30 September 2026</b>                                                                                                                                                                                                 |                                    |
| 30.1     | The <i>access dates</i> are                                                  | <b>Part of the Site</b><br><b>1 Clothing Store</b>                                                                                                                                                                       | <b>Date</b><br><b>1 April 2026</b> |
| 31.1     | The <i>Contractor</i> is to submit a first programme for acceptance within   | <b>Two (2) weeks of the Contract Date.</b>                                                                                                                                                                               |                                    |
| 31.2     | The <i>starting date</i> is                                                  | <b>1 April 2026 (provisional date, to be updated on award)</b>                                                                                                                                                           |                                    |
| 32.2     | The <i>Contractor</i> submits revised programmes at intervals no longer than | <b>Two (2) weeks.</b>                                                                                                                                                                                                    |                                    |



|          |                                                                                                                             |                                                                                                                                                          |
|----------|-----------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|
| 35.1     | The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.                                |                                                                                                                                                          |
| <b>4</b> | <b>Testing and Defects</b>                                                                                                  |                                                                                                                                                          |
| 42.2     | The <i>defects date</i> is                                                                                                  | <b>Fifty-Two (52) weeks after Completion of the whole of the <i>works</i>.</b>                                                                           |
| 43.2     | The <i>defect correction period</i> is                                                                                      | <b>Two (2) weeks</b>                                                                                                                                     |
| <b>5</b> | <b>Payment</b>                                                                                                              |                                                                                                                                                          |
| 50.1     | The <i>assessment interval</i> is                                                                                           | <b>25<sup>th</sup> (twenty fifth) day of each successive month.</b>                                                                                      |
| 51.1     | The <i>currency of this contract</i> is the                                                                                 | <b>South African Rand.</b>                                                                                                                               |
| 51.2     | The period within which payments are made is                                                                                | <b>Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.</b> |
| 51.4     | The <i>interest rate</i> is                                                                                                 | <b>the prime lending rate of Rand Merchant Bank of South Africa.</b>                                                                                     |
| <b>6</b> | <b>Compensation events</b>                                                                                                  |                                                                                                                                                          |
| 60.1(13) | The <i>weather measurements</i> to be recorded for each calendar month are,                                                 | <b>the cumulative rainfall (mm)</b>                                                                                                                      |
|          |                                                                                                                             | <b>the number of days with rainfall more than 10 mm</b>                                                                                                  |
|          |                                                                                                                             | <b>the number of days with minimum air temperature less than 0 degrees Celsius</b>                                                                       |
|          |                                                                                                                             | <b>the number of days with snow lying at 08:00 hours South African Time.</b>                                                                             |
|          | The place where weather is to be recorded (on the Site ) is:                                                                | <b>The <i>Contractor's</i> Site establishment area</b>                                                                                                   |
|          | The <i>weather data</i> are the records of past <i>weather measurements</i> for each calendar month which were recorded at: | <b>Durban Weather Station</b>                                                                                                                            |

and which are available from:

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

|          |                                                                        |                                                                                                                                                                                                                                                                                                                                                     |
|----------|------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>7</b> | <b>Title</b>                                                           | <b>No additional data is required for this section of the <i>conditions of contract</i>.</b>                                                                                                                                                                                                                                                        |
| <b>8</b> | <b>Risks and insurance</b>                                             |                                                                                                                                                                                                                                                                                                                                                     |
| 80.1     | These are additional <i>Employer's</i> risks                           | <b>None</b>                                                                                                                                                                                                                                                                                                                                         |
| 84.1     | The <i>Employer</i> provides these insurances from the Insurance Table |                                                                                                                                                                                                                                                                                                                                                     |
|          | 1 Insurance against:                                                   | <b>Loss of or damage to the <i>works</i>, Plant and Materials is as stated in the Insurance policy for Contract Works/ Public Liability.</b>                                                                                                                                                                                                        |
|          | Cover / indemnity:                                                     | <b>to the extent as stated in the insurance policy for Contract Works / Public Liability</b>                                                                                                                                                                                                                                                        |
|          | The deductibles are:                                                   | <b>as stated in the insurance policy for Contract Works / Public Liability</b>                                                                                                                                                                                                                                                                      |
|          | 2 Insurance against:                                                   | <b>Loss of or damage to property (except the <i>works</i>, Plant and Materials &amp; Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising out of or in connection with the performance of the Contract as stated in the insurance policy for Contract Works / Public Liability</b> |
|          | Cover / indemnity                                                      | <b>Is to the extent as stated in the insurance policy for Contract Works / Public Liability</b>                                                                                                                                                                                                                                                     |
|          | The deductibles are                                                    | <b>as stated in the insurance policy for Contract Works / Public Liability</b>                                                                                                                                                                                                                                                                      |
|          | 3 Insurance against:                                                   | <b>Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability</b>                                                                                                                                                                                                              |

|                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                               |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Cover / indemnity                                                                                                                                                                                                                          | <b>Is to the extent as stated in the insurance policy for Contract Works / Public Liability</b>                                                                                                                                                                               |
| The deductibles are:                                                                                                                                                                                                                       | <b>As stated in the insurance policy for Contract Works / Public Liability</b>                                                                                                                                                                                                |
| 4 Insurance against:                                                                                                                                                                                                                       | <b>Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon</b>                                                                                                                                                                   |
| Cover / indemnity                                                                                                                                                                                                                          | <b>Cover / indemnity is to the extent provided by the SASRIA coupon</b>                                                                                                                                                                                                       |
| The deductibles are                                                                                                                                                                                                                        | <b>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.</b>                                                                                                                     |
| Note:                                                                                                                                                                                                                                      | <b>The deductibles for the insurance as stated above are listed in the document titled "Certificate of Insurance: Transnet (SOC) Limited Principal Controlled Insurance."</b>                                                                                                 |
| 84.1 The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is | <b>The <i>Contractor</i> must comply at a minimum with the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended.</b>                                                                                                          |
| The <i>Contractor</i> provides these additional Insurances                                                                                                                                                                                 | <b>1 Where the contract requires that the design of any part of the <i>works</i> shall be provided by the <i>Contractor</i> the <i>Contractor</i> shall satisfy the <i>Employer</i> that professional indemnity insurance cover in connection therewith has been affected</b> |

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



|           |                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                     |
|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 84.2      | The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the works, Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i> ) caused by activity in connection with this contract for any one event is | <b>Whatever the <i>Contractor</i> requires in addition to the amount of insurance taken out by the <i>Employer</i> for the same risk.</b>                                                                           |
| 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:                                                                                                                                                       | <b>Principal Controlled Insurance policy for Contract</b>                                                                                                                                                           |
| <b>9</b>  | <b>Termination</b>                                                                                                                                                                                                                                                                                                       | <b>There is no additional Contract Data required for this section of the <i>conditions of contract</i>.</b>                                                                                                         |
| <b>10</b> | <b>Data for main Option clause</b>                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                     |
| <b>B</b>  | <b>Priced contract with Bill of Quantities</b>                                                                                                                                                                                                                                                                           | <b>No additional data is required for this Option.</b>                                                                                                                                                              |
| 60.6      | The <i>method of measurement</i> is                                                                                                                                                                                                                                                                                      | <b>The Bill of Quantities have been measured in accordance with SANS 1200 unless indicated otherwise.</b>                                                                                                           |
| <b>11</b> | <b>Data for Option W1</b>                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                     |
| W1.1      | The <i>Adjudicator</i> is                                                                                                                                                                                                                                                                                                | <b>Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the Chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i>.</b> |
| W1.2(3)   | The <i>Adjudicator nominating body</i> is:                                                                                                                                                                                                                                                                               | <b>The Chairman of the Association of Arbitrators (Southern Africa)</b>                                                                                                                                             |

|            |                                                                                                                                                                                                                                        |                                                                                                       |
|------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|
|            | If no <i>Adjudicator nominating body</i> is entered, it is:                                                                                                                                                                            | <b>the Association of Arbitrators (Southern Africa)</b>                                               |
| W1.4(2)    | The <i>tribunal</i> is:                                                                                                                                                                                                                | <b>Arbitration</b>                                                                                    |
| W1.4(5)    | The <i>arbitration procedure</i> is                                                                                                                                                                                                    | <b>The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)</b>  |
|            | The place where arbitration is to be held is                                                                                                                                                                                           | <b>Durban, Kwa-Zulu Natal, South Africa</b>                                                           |
|            | The person or organisation who will choose an arbitrator <ul style="list-style-type: none"><li>- if the Parties cannot agree a choice or</li><li>- if the arbitration procedure does not state who selects an arbitrator, is</li></ul> | <b>The Chairman of the Association of Arbitrators (Southern Africa)</b>                               |
| <b>12</b>  | <b>Data for secondary Option clauses</b>                                                                                                                                                                                               |                                                                                                       |
| <b>X2</b>  | <b>Changes in the law</b>                                                                                                                                                                                                              | <b>No additional data is required for this Option</b>                                                 |
| <b>X7</b>  | <b>Delay damages</b>                                                                                                                                                                                                                   |                                                                                                       |
| X7.1       | Delay damages for Completion of the whole of the <i>works</i> are                                                                                                                                                                      | <b>Nine Thousand Rand (R9 000) per day capped at ten percent (10%) of each incomplete Task Order.</b> |
| <b>X13</b> | <b>Performance bond</b>                                                                                                                                                                                                                |                                                                                                       |
| X13.1      | The amount of the performance bond is                                                                                                                                                                                                  | <b>Five percent (5%) of the total of the Prices including VAT.</b>                                    |
| <b>X16</b> | <b>Retention</b>                                                                                                                                                                                                                       |                                                                                                       |
| X16.1      | The retention free amount is                                                                                                                                                                                                           | <b>Nil</b>                                                                                            |
|            | The retention percentage is                                                                                                                                                                                                            | <b>Ten percent (10%) on all payments certified.</b>                                                   |
|            | <b>Limitation of liability</b>                                                                                                                                                                                                         |                                                                                                       |



|             |                                                                                                                                                                                                                                                                                                                                                                           |                                                                         |
|-------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------|
| X18.1       | The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:                                                                                                                                                                                                                                                                | <b>Nil</b>                                                              |
| X18.2       | For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to:                                                                                                                                                                                                                        | <b>The deductible of the relevant insurance policy</b>                  |
| X18.3       | The <i>Contractor's</i> liability for Defects due to his design which are not listed on the Defects Certificate is limited to:                                                                                                                                                                                                                                            | <b>The cost of correcting the Defect</b>                                |
| X18.4       | The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to:                                                                                                                                                                                             | <b>The Total of the Prices</b>                                          |
| X18.5       | The <i>end of liability date</i> is                                                                                                                                                                                                                                                                                                                                       | <b>Five (5) years after Completion of the whole of the <i>works</i></b> |
| <b>Z</b>    | <b><i>Additional conditions of contract are:</i></b>                                                                                                                                                                                                                                                                                                                      |                                                                         |
| <b>Z1</b>   | <b>Obligations in respect of Subcontracting</b>                                                                                                                                                                                                                                                                                                                           |                                                                         |
| <b>Z1.1</b> | The <i>Contractor's</i> Subcontracting percentage as detailed in the tender submission Returnable T2.2-21 will constitute a binding agreement throughout the duration of the contract until Completion, if not, it will be deemed that the <i>Contractor</i> has failed in full to meet the material term of the contract, which may constitute a reason for termination. |                                                                         |

|             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|-------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Z1.2</b> | <b>The <i>Contractor</i> shall report to the <i>Employer</i> on a monthly basis during the term of the Contract, the amounts spent on each sub-contractor.</b>                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Z1.3</b> | <b>Insert addition to Clause 26.2. The <i>Contractor</i> may not replace any sub-contractor without acceptance of the <i>Project Manager</i>. The <i>Project Manager</i> shall before acceptance of a replacement by the <i>Contractor</i> of any sub-contractor as detailed in the tender submission Returnable T2.2-21, obtain representations or input from the initial sub-contractor to make an informed decision as to the proposed replacement. The sub-contracting arrangement/contract remains between the <i>Contractor</i> and sub-contractor.</b> |
| <b>Z2</b>   | <b>Additional clause relating to Performance Bonds and/or Guarantees</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Z2.1</b> | <b>The Performance Guarantee under X13 above shall be an irrevocable, on-demand performance guarantee, to be issued exactly in the form of the Pro Forma documents provided for this purpose under C1.3 (Forms of Securities), in favour of the <i>Employer</i> by a financial institution reasonably acceptable to the <i>Employer</i>.</b>                                                                                                                                                                                                                  |

|             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|-------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Z3</b>   | <b>Protection of Personal Information Act</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Z3.1</b> | The <i>Employer</i> and the <i>Contractor</i> 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.                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Z4</b>   | <b>Additional clauses relating to Joint Venture</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Z4.1</b> | <p>Insert the additional core clause 27.5</p> <p>27.5. In the instance that the <i>Contractor</i> is a joint venture, the <i>Contractor</i> shall provide the <i>Employer</i> 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:</p> <ul style="list-style-type: none"><li>• A brief description of the Contract and the Deliverables;</li></ul> |

**Z4.1**

- 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

|             |                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|-------------|-----------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|             |                                                                             | <b>accounting services to the Joint Venture.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Z4.2</b> |                                                                             | <p><b>Insert additional core clause 27.6</b></p> <p><b>27.6. The <i>Contractor</i> shall not alter its composition or legal status of the Joint Venture without the prior approval of the <i>Employer</i>.</b></p>                                                                                                                                                                                                                                                                                                          |
| <b>Z5</b>   | <b>Additional obligations in respect of Termination</b>                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Z5.1</b> |                                                                             | <p><b>The following will be included under core clause 91.1:</b></p> <p><b>In the second main bullet, after the word 'partnership' add 'joint venture whether incorporate or otherwise (including any constituent of the joint venture)' and</b></p> <p><b>Under the second main bullet, insert the following additional bullets after the last sub-bullet:</b></p> <ul style="list-style-type: none"> <li>• <b>commenced business rescue proceedings (R22)</b></li> <li>• <b>repudiated this Contract (R23)</b></li> </ul> |
| <b>Z5.2</b> | <b>Termination Table</b>                                                    | <p><b>The following will be included under core clause 90.2 Termination Table as follows:</b></p> <p><b>Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"</b></p> <p><b>Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."</b></p>                                                                                                                                                                                                                                                                |
| <b>Z6</b>   | <b>Right Reserved by the <i>Employer</i> to Conduct Vetting through SSA</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |



|             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|-------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Z6.1</b> | <b>The <i>Employer</i> reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any <i>Contractor</i> who has access to National Key Points for the following without limitations:</b>                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Z6.1</b> | <ol style="list-style-type: none"> <li><b>1. Confidential – this clearance is based on any information which may be used by malicious, opposing or hostile elements to harm the objectives and functions of an organ of state.</b></li> <li><b>2. Secret – clearance is based on any information which may be used by malicious, opposing or hostile elements to disrupt the objectives and functions of an organ of state.</b></li> <li><b>3. Top Secret – this clearance is based on information which may be used by malicious, opposing or hostile elements to neutralise the objectives and functions of an organ of state.</b></li> </ol> |
| <b>Z7</b>   | <b>Additional Clause Relating to Collusion in the Construction Industry</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Z7.1</b> | <b>The contract award is made without prejudice to any rights the <i>Employer</i> may have to take appropriate action later with regard to any declared tender rigging including blacklisting.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                              |

|              |                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|--------------|-------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Z8</b>    | <b>Transfer of rights</b>                                                                                                                       | The <i>Employer</i> owns the <i>Contractor's</i> rights over material, including but not limited to design and documentation, prepared for this contract by the <i>Contractor</i> except as stated otherwise in the Works Information. The <i>Contractor</i> obtains other rights for the <i>Employer</i> as stated in the Works Information and obtains from a Sub- <i>Contractor</i> or third party equivalent rights for the <i>Employer</i> of the material prepared by the Sub- <i>Contractor</i> . The <i>Contractor</i> provides to the <i>Employer</i> the documents which transfer these rights to the <i>Employer</i> at no costs to the <i>Employer</i> . |
| <b>Z9</b>    | <b>The first <i>assessment interval</i></b>                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Z9.1</b>  |                                                                                                                                                 | In the event that the <i>Contractor</i> is not loaded on the vendor data base, the <i>Project Manager's</i> first assessment of the amount due will be done once the <i>Contractor</i> has been successfully loaded as a vendor on the <i>Employers</i> 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 <i>assessment interval</i> after the <i>starting date</i> "                                                                                                                                                 |
| <b>Z10</b>   | <b>Additional Clause Relating to the <i>Employer's</i> rights to take appropriate action</b>                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Z10.1</b> | <b>The contract award is made without prejudice to any rights the <i>Employer</i> may have to take appropriate action later with regard to:</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |

---

**Z10.1.1**

**Any declared, exposed or confirmed tender rigging.**

**The *Consultant* further undertakes:**

**not to give or cause any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract.**

---

**Z10.1.2**

**To comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the Employer is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.**

---

**Z10.1.3**

**The *Consultant's* breach of this clause constitutes grounds for terminating the *Consultant's* obligation to Provide the Services or taking any other action as appropriate against the *Consultant* (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.**

---

**Z10.1.4**

If the *Consultant* is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuity, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the *Employer*, the *Employer* shall be entitled to terminate the contract forthwith and take any other action as appropriate against the *Consultant* (including civil or criminal action).

**Z10.2** The contract award is made without prejudice to any rights the *Employer* may have to take appropriate action later with regard to:

Politically Exposed Persons including any allegations with regards to State Capture.

**Z10.3** The contract award is made without prejudice to any rights the *Employer* may have to take appropriate action later with regard to:

Blacklisting by any State Entity on the National Treasury database.

**Z11** Time

**Z11.1**

***Clause 33.2. is added as an additional clause.***

**The *Employer* may at any time suspend part or all of the *services*. As a consequence, if the *Contractor* is required to demobilise and then remobilise its staff and equipment, the *Contractor* will be reimbursed at cost. The *Contractor* will be required to reduce and mitigate all its costs during the period of suspension and will be entitled to compensation only to the extent that it can demonstrate it has incurred costs which were not capable of being mitigated.**

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**Z12 Compensation Events**


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**Z12.1**

**Clause 61.4: The first bullet point is amended to read as follows: arises from the fault, error, negligence or default of the *Contractor*.**

---

**Z13 Limitation of liability**


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**Z13.1**

**Add to core clause 82.1 and X18**

**For the avoidance of doubt the parties expressly agree that the total liability of the *Contractor* to the *Employer* applies jointly and severally across all organisations comprising of the *Contractor*.**

---

**Z14 Additional clauses relating to cession of rights**


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|              |                                                                                                                                                                                                                                                                                                                                   |
|--------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Z14.1</b> | <b>The <i>Contractor</i> shall not cede any rights under this contract without the approval of the <i>Employer</i>.</b>                                                                                                                                                                                                           |
| <b>Z14.2</b> | <b>The <i>Employer</i> may on written notice to the <i>Contractor</i> cede and assign its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the <i>Employer</i>.</b>    |
| <b>Z15</b>   | <b>Additional clauses relating to interpretation of the law</b>                                                                                                                                                                                                                                                                   |
| <b>Z15.1</b> | <b>Add to core clause 12.3 Any extension, concession, waiver or relaxation of any action by the Parties, the <i>Employers' Agent</i> or <i>Adjudicator</i> does not constitute a waiver of rights and does not give rise to an Estoppel or Lien, unless the Parties agree otherwise and confirm such an agreement in writing.</b> |
| <b>Z16</b>   | <b><i>Employer's Step-in rights</i></b>                                                                                                                                                                                                                                                                                           |

**Z16.1**

If the *Contractor* defaults by failing to comply with his obligations and fails to remedy such default within two (2) weeks of the notification of the default by the *Project Manager*, the *Employer*, without prejudice to his other rights, powers and remedies under the contract, may remedy the default either himself or procure a third party (including any sub-consultant or Supplier of the *Contractor*) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the *Contractor*.

**Z16.2**

The *Contractor* co-operates with the *Employer* and facilitates and permits the use of all required information, materials and other matter (including but not limited to documents and all other drawings, CAD materials, data, software, models, plans, designs, programs, diagrams, evaluations, materials, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the *Contractor* under the contract or otherwise for and/or in connection with any subsequent *works*) and generally does all things required by the *Project Manager* to achieve this end.

---

**Z1.17 Contractor's Responsibility for the Design**

The *Contractor* reviews the fire-protection Concept Design annexed to the Scope, verifies its compliance with the latest ASIB Rules, relevant SANS standards and statutory requirements, and develops it into fully coordinated detailed design drawings, calculations and specifications.

From the starting date the Concept Design becomes the *Contractor's* design: the *Contractor* assumes full professional liability for its adequacy, safety, fitness for purpose and constructability, and for every amendment made during the Works. No change that alters the functional intent of the Concept Design may be made without the *Project Manager's* prior acceptance. All design deliverables, revisions and as-built drawings are prepared, checked and signed by an ECSA-registered Professional Engineer, who issues SANS Form 2 before construction and Form 4 at Completion and discharges the duties of "Designer" under Regulation 6 of the Construction Regulations (OHS Act 85 of 1993).

The *Contractor* provides all services equivalent to ECSA Stage 5, maintains the required professional-indemnity insurance for the period stated in the Contract Data, and remains responsible for the design notwithstanding any acceptance by the *Project Manager*; failure to accept these obligations constitutes a breach of contract.

---

## 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: <b>Project Manager</b>                |      |
|          | Responsibilities:                          |      |
|          | Qualifications:                            |      |
|          | Experience:                                |      |
|          | 2 Name:                                    |      |
|          | Job: <b>Mechanical/Fire Engineer</b>       |      |
|          | Responsibilities:                          |      |
|          | Qualifications:                            |      |

|                                                                      |                                                                                                                                                                  |
|----------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Experience:                                                          |                                                                                                                                                                  |
| 3 Name:                                                              |                                                                                                                                                                  |
| Job: <b>Health and Safety Officer</b>                                |                                                                                                                                                                  |
| Responsibilities:                                                    |                                                                                                                                                                  |
| Qualifications:                                                      |                                                                                                                                                                  |
| Experience:                                                          |                                                                                                                                                                  |
| 4 Name:                                                              |                                                                                                                                                                  |
| Job: <b>Commissioner</b>                                             |                                                                                                                                                                  |
| Responsibilities:                                                    |                                                                                                                                                                  |
| Qualifications:                                                      |                                                                                                                                                                  |
| Experience:                                                          |                                                                                                                                                                  |
|                                                                      | <b>CV's (and further key persons data including CVs) are appended to Contract Data Part Two.</b>                                                                 |
| 11.2(14) The following matters will be included in the Risk Register |                                                                                                                                                                  |
| <b>B Priced contract with bill of quantities</b>                     |                                                                                                                                                                  |
| 11.2(21) The <i>bill of quantities</i> is in                         | <b>PART 2: PRICING DATA, C2.2 the Bill of Quantities</b>                                                                                                         |
| 11.2(31) The tendered total of the Prices is                         | <b>R.....(in figures)</b><br>.....<br>.....<br><b>.....(in words), excluding VAT</b>                                                                             |
| <b>Data for Schedules of Cost Components</b>                         | <i>Note "SCC" means Schedule of Cost Components starting on page 60 of ECC, and "SSCC" means Shorter Schedule of Cost Components starting on page 63 of ECC.</i> |



Transnet National Ports Authority

Tender Number: TNPA/2026/03/0651/3752/RFP

Description of the works: Mechanical Equipment and Fire Installations at 06 Toulon Road Building in the Port of Durban for a period of six (6) months

| <b>B</b>   | <b>Priced contract with bill of quantities</b>                                                                               | <b>Data for the Shorter Schedule of Cost Components</b> |                         |                    |
|------------|------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------|-------------------------|--------------------|
| 41 in SSCC | The percentage for people overheads is:                                                                                      | <b>%</b>                                                |                         |                    |
| 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                                                         | <b>% (state plus or minus)</b>                          |                         |                    |
| 22 in SSCC | The rates of other Equipment are:                                                                                            | <b>Equipment</b>                                        | <b>Size or capacity</b> | <b>Wet Rate</b>    |
|            |                                                                                                                              |                                                         |                         |                    |
|            |                                                                                                                              |                                                         |                         |                    |
|            |                                                                                                                              |                                                         |                         |                    |
| 61 in SSCC | The hourly rates for Defined Cost of design outside the Working Areas are                                                    | <b>Category of employee</b>                             |                         | <b>Hourly rate</b> |
|            | <b>ECSA Gazetted Designated Rates Category A - D</b>                                                                         |                                                         |                         |                    |
|            |                                                                                                                              |                                                         |                         |                    |
|            |                                                                                                                              |                                                         |                         |                    |
| 62 in SSCC | The percentage for design overheads is                                                                                       | <b>%</b>                                                |                         |                    |
| 63 in SSCC | The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are: | .....<br>.....<br>.....                                 |                         |                    |

## **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 Guarantee is provided here for convenience but is to be treated as part of the *Works Information*.

The organisation providing the 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.

The Performance Bond needs to be issued by an institution that are reasonably acceptable to the *Employer*.

Transnet may choose to not to accept an Issuer. Should the issuer not being accepted, the performance bond needs to be replaced by an issuer that are acceptable to Transnet. Issuers need to be verified for acceptance by Transnet before a performance bond is issued.

## **Pro-forma Performance Bond (for use with Option X13)**

*(to be reproduced exactly as shown below on the letterhead of the Surety)*

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

Date:

Dear Sirs,

### **Performance Bond for Contract No. TNPA/2026/03/0651/3752/RFP**

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

**Transnet SOC Limited, 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 bind ourselves as Guarantor and co-principal debtors in solidum for the due and faithful performance of all the terms and conditions of the Contract by the *Contractor* and for all losses, damages and expenses that may be suffered or incurred by the *Employer* as a result of non-performance of the Contract by the *Contractor*, subject to the following conditions:

1. The terms *Employer*, *Contractor*, *Project Manager*, *works* and Completion Certificate have the meaning as assigned to them by the *conditions of contract* stated in the Contract Data for the aforesaid Contract.
2. We renounce all benefits from the legal exceptions "Benefit of Excussion and Division", "No value received" and all other exceptions which might or could be pleaded against the validity of this bond, with the meaning and effect of which exceptions we declare ourselves to be fully acquainted.

3. 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 bond.
4. This bond 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 all his obligations under the Contract, or
  - the date that the Surety issues a replacement Performance Bond for such lesser or higher amount as may be required by the *Project Manager*.
5. Always provided that this bond 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 bond shall remain in force until all such claims are paid and settled.
6. The amount of the bond shall be payable to the *Employer* upon the *Employer's* demand and no later than 7 days following the submission to the Guarantor of a certificate signed by the *Project Manager* stating the amount of the *Employer's* losses, damages and expenses incurred as a result of the non-performance aforesaid. The signed certificate shall be deemed to be conclusive proof of the extent of the *Employer's* loss, damage and expense.
7. Our total liability hereunder shall not exceed the sum of:

(say)

\_\_\_\_\_

R \_\_\_\_\_



## **Part C2: Pricing Data – Option B**

## PART 2: PRICING DATA

| Document reference | Title                                       | No of pages |
|--------------------|---------------------------------------------|-------------|
| C2.1               | Pricing instructions for Bill of Quantities | 4           |
| C2.2               | Bill of Quantities                          | 7           |

## **C2.1 Pricing Instructions**

## C2.1 Pricing instructions: Option B

### 1. The *conditions of contract*

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

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

|                                     |            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|-------------------------------------|------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Identified and defined terms</b> | 11<br>11.2 | <p>(21) The Bill of Quantities is the <i>bill of quantities</i> as changed in accordance with this contract to accommodate implemented compensation events and for accepted quotations for acceleration.</p> <p>(22) Defined Cost is the cost of the components in the Shorter Schedule of Cost Components whether work is subcontracted or not excluding the cost of preparing quotations for compensation events</p> <p>(28) The Price for Work Done to Date is the total of</p> <ul style="list-style-type: none"> <li>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</li> <li>a proportion of each lump sum which is the proportion of the work covered by the item which the <i>Contractor</i> has completed except the Preliminary and General Items.</li> </ul> <p>Completed work is work without Defects which would either delay or be covered by immediately following work.</p> <p>(31) The Prices are the lump sums and the amounts obtained by multiplying the rates by the quantities for the items in the Bill of Quantities.</p> |
|-------------------------------------|------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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

#### 1.2 Function of the Bill of Quantities

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

### 1.3 Guidance before pricing and measuring

Employers preparing tenders or contract documents, and tendering contractors are advised to consult the sections dealing with the bill of quantities in the NEC3 Engineering and Construction Contract (April 2013) 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 bills of quantities. 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 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

### 2.2 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 <sup>2</sup>       | square metre          |
| m <sup>2</sup> -pass | square metre pass     |
| m <sup>3</sup>       | cubic metre           |
| m <sup>3</sup> -km   | cubic metre-kilometre |
| MN                   | meganewton            |
| MN.m                 | meganewton-metre      |
| MPa                  | megapascal            |

|          |                 |
|----------|-----------------|
| No.      | number          |
| Prov sum | provisional sum |
| PC-sum   | prime cost sum  |
| R/only   | Rate only       |
| sum      | Lump sum        |
| t        | ton (1000kg)    |
| W/day    | Work day        |

## 2.2 General assumptions

2.2.1 The Preliminary and General Items (Section 1) shall be priced in accordance with the 'Scope of Work' and other contractual obligations required to complete the work. Fixed preliminary items will be evaluated and paid on a proven cost basis and limited to the tendered amount. Time related preliminary items will be paid on the proportion of the following:

- Value of the price for work done to date per the *Project Managers* assessment (excluding activities directly relating to materials, escalation & compensation events) over the contract value excluding preliminaries cost.

2.2.2 Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance has been made in the quantities for waste.

2.2.3 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.

2.2.4 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.

2.2.5 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.

2.2.6 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.

2.2.7 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.

2.2.8 The short descriptions of the items of payment given in the *bill of quantities* are only for the purposes of identifying the items. More detail regarding the extent of the work entailed under each item is provided in the Works Information.

2.2.9 The price against each item shall be deemed to take cognizance of the preambles and supplementary preambles within the boq, works information and all other documentation attached to the tender document.

## **Part C2: Pricing Data**

## **C2.2 Bill of Quantities**

| TRANSNET NATIONAL PORTS AUTHORITY                                                           |                                                                                                                   |      |     |      |        |
|---------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|------|-----|------|--------|
| TENDER NUMBER:TNPA/2026/03/0651/3752/RFP                                                    |                                                                                                                   |      |     |      |        |
| MECHANICAL EQUIPMENT AND FIRE INSTALLATION AT 06 TOULON ROAD BUILDING IN THE PORT OF DURBAN |                                                                                                                   |      |     |      |        |
| ITEM                                                                                        | DESCRIPTION                                                                                                       | UNIT | QTY | RATE | AMOUNT |
| <b>A.</b>                                                                                   | <b>SECTION: 1<br/>PRELIMINARIES AND GENERAL</b>                                                                   |      |     |      |        |
|                                                                                             | <b><u>Fixed Preliminary Items</u></b>                                                                             |      |     |      |        |
| 1                                                                                           | Contractual requirements, sureties & insurance                                                                    | Sum  | 1   |      |        |
|                                                                                             | <b><u>Establishment of facilities on site</u></b>                                                                 |      |     |      |        |
| 2                                                                                           | Offices for Engineer & staff and notice board                                                                     | Sum  | 1   |      |        |
|                                                                                             | <b><u>Facilities for the Contractor</u></b>                                                                       |      |     |      |        |
| 3                                                                                           | Offices & storage sheds                                                                                           | Sum  | 1   |      |        |
| 4                                                                                           | Ablution & latrine facilities                                                                                     | Sum  | 1   |      |        |
| 5                                                                                           | Tools & equipment                                                                                                 | Sum  | 1   |      |        |
| 6                                                                                           | Water supplies, electric power & communications                                                                   | Sum  | 1   |      |        |
| 7                                                                                           | Plant                                                                                                             | Sum  | 1   |      |        |
|                                                                                             | <b><u>Other fixed-charge obligations</u></b>                                                                      |      |     |      |        |
| 8                                                                                           | Health and safety                                                                                                 | Sum  | 1   |      |        |
| 9                                                                                           | Environmental                                                                                                     | Sum  | 1   |      |        |
| 10                                                                                          | Setting out                                                                                                       | Sum  | 1   |      |        |
| 11                                                                                          | Security                                                                                                          | Sum  | 1   |      |        |
| 12                                                                                          | Dealing with traffic                                                                                              | Sum  | 1   |      |        |
| 13                                                                                          | As-built surveys                                                                                                  | Sum  | 1   |      |        |
| 14                                                                                          | Removal of site establishment                                                                                     | Sum  | 1   |      |        |
|                                                                                             | <b><u>Time Related Preliminary Items</u></b>                                                                      |      |     |      |        |
| 15                                                                                          | Time related obligations                                                                                          | Sum  | 1   |      |        |
|                                                                                             | <b><u>Other Fixed Charges /Obligations</u></b>                                                                    |      |     |      |        |
| 16                                                                                          | Cost for the design fee for the design and supervision of the complete works including the submission of drawings | Sum  | 1   |      |        |
|                                                                                             | Carried forward                                                                                                   |      |     |      |        |

| TRANSNET NATIONAL PORTS AUTHORITY                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |     |   |  |  |
|---------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|---|--|--|
| TENDER NUMBER:TNPA/2026/03/0651/3752/RFP                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |     |   |  |  |
| MECHANICAL EQUIPMENT AND FIRE INSTALLATION AT 06 TOULON ROAD BUILDING IN THE PORT OF DURBAN |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |     |   |  |  |
|                                                                                             | Brought forward                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |     |   |  |  |
|                                                                                             | <b><u>Design Related Items</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |     |   |  |  |
| 17                                                                                          | Confirmation of Design of the sprinkler and fire detection systems (including all supports and bases and plinths) in line with the latest ASIB and SANS rules. The sprinkler pipework system shall be modeled on the approved sprinkler design software (Canute or similar approved) and shall be submitted together with detailed calculations including the tank sizing and pump sizing calculations to the Employer for Approval. All plant shall be selected in line with the technical specifications and submitted for approval including the detailed technical specifications. The Engineer shall prepare detailed design drawings and Builders work layouts in accordance with co-ordinated Architectural, Structural & Service layouts (in PDF and DWG format). The ECSA registered professional engineer shall sign off all drawings, specifications and commissioning data. | Sum | 1 |  |  |
| 18                                                                                          | All design drawings and model shall be submitted to ASIB for design approval prior to construction. The Contractor shall price for this and allow for this in the schedule.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Sum | 1 |  |  |
| 19                                                                                          | The contractor shall allow for ASIB inspection and approval of the works on completion. Should there be any defects the contractor shall be liable for the correction of such and any subsequent inspections necessary to achieve ASIB approval                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Sum | 1 |  |  |
| 20                                                                                          | Allow for testing and commissioning, including FAT, SAT and pressure testing, the whole of the Mechanical Installation as laid down in the specification and for re-testing as may be required after the making good of all defective work to the satisfaction of the Design Engineer and the Employer.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Sum | 1 |  |  |
| 21                                                                                          | Provision of Operating and Maintenance Manuals as per the Technical Specification.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Sum | 1 |  |  |
| 22                                                                                          | Provision of as-built drawings in PDF, DWG and REVIT format                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Sum | 1 |  |  |
|                                                                                             | Carried forward                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |     |   |  |  |

| TRANSNET NATIONAL PORTS AUTHORITY                                                           |                                                                                                                                                |     |   |  |  |
|---------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|-----|---|--|--|
| TENDER NUMBER:TNPA/2026/03/0651/3752/RFP                                                    |                                                                                                                                                |     |   |  |  |
| MECHANICAL EQUIPMENT AND FIRE INSTALLATION AT 06 TOULON ROAD BUILDING IN THE PORT OF DURBAN |                                                                                                                                                |     |   |  |  |
|                                                                                             | Brought forward                                                                                                                                |     |   |  |  |
| 23                                                                                          | Training of Employers staff in maintenance and operation of the systems                                                                        | Sum | 1 |  |  |
| 24                                                                                          | Provision of Certificate of Compliance for electrical installation issued by the installation electrician registered with department of Labour | Sum | 1 |  |  |
| CARRIED TO SUMMARY                                                                          |                                                                                                                                                |     |   |  |  |

| TRANSNET NATIONAL PORTS AUTHORITY                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |      |     |      |             |
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| TENDER NUMBER:TNPA/2026/03/0651/3752/RFP                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |      |     |      |             |
| MECHANICAL EQUIPMENT AND FIRE INSTALLATION AT 06 TOULON ROAD BUILDING IN THE PORT OF DURBAN |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |      |     |      |             |
| ITEM                                                                                        | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | UNIT | QTY | RATE | TOTAL PRICE |
|                                                                                             | <b><u>SECTION: 2 : Fire Protection</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |      |     |      |             |
|                                                                                             | <u>EXTRA OVER MILD STEEL FITTINGS</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |      |     |      |             |
| 1                                                                                           | 25, 90 Degree Threaded Elbow                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | No.  | 8   |      |             |
| 2                                                                                           | 90mm Flange Adaptor                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | No.  | 2   |      |             |
| 3                                                                                           | 25mm Flange Adaptor                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | No.  | 4   |      |             |
| 4                                                                                           | 90mm, 90 Degree Elbow Flanged                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | No.  | 6   |      |             |
| 5                                                                                           | 75mm, 90 Degree Elbow Flanged                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | No.  | 4   |      |             |
|                                                                                             | <u>Supply, deliver, install and commission as per specification the following Fire Water Pump unit sets complete with all auxiliary fittings :</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |      |     |      |             |
| 6                                                                                           | 1 x 125-315 End Suction Centrifugal Pump with bronze/ stainless steel impeller, bronze / stainless steel wear rings and mechanical shaft seal direct diesel engine with heat exchanger cooling all mounted on a fabricated and painted mild steel channel base plate to independantly tested as per the technical specification and the ASIB rules, certificate to be provided, Employer to witness testing, dual battery sets, 6hour fuel tank and including the 6-hour ASIB works test. Exhaust supplied is 2m straight pipe. Unit to operate at 1800RPM with the pump absorbing 59.85kW at the duty flow and the engine rated for 80kW continuous sea level.                                                                                                                                                               | Set  | 2   |      |             |
| 7                                                                                           | ASIB approved Vertical Multistage Centrifugal Pump Unit complete <b>with</b> 1.12kW, 400Volt, 3-Phase electric Motor all to ASIB specifications.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Set  | 1   |      |             |
| 8                                                                                           | 3 Tier AutoStart with all pressure switches and gauges. Alarm panels, controls and all field wiring.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Set  | 1   |      |             |
| 9                                                                                           | Electrical installation within the confines of the pump house with cable runs not exceeding 6m between pumps and panels supplied. Shall include Deisel engine driven pumps control panels including all componenets required to ensure proper operation as per ASIB requirements; Jockey pumps control panels including all componenets required to ensure proper operation as per ASIB requirements; Electrical and controls wires, cables, circuit breakers, switches, fuses and all other components requiried for a complete installation; Earthing of all all exposed metalwork; Cable rack for all electrical routing; Annunciator and repeater panels together and all other components requiried for a complete installation and Sirens, Alarm bells, beacons and all other components required for a complete system | Set  | 1   |      |             |
| 10                                                                                          | Suction and delivery manifold pipework including reducers, gate valves and non-return valves.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Set  | 1   |      |             |
| 11                                                                                          | Gerand 4 Direct reading flow meter                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Set  | 1   |      |             |
|                                                                                             | <u>EXTRA OVER CLASS 16 HDPE PIPING &amp; FITTINGS</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |      |     |      |             |
| 12                                                                                          | 75mm Pipe laid and including trenches not exceeding 800m deep.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | m    | 680 |      |             |
| Carried forward                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |      |     |      |             |

| TRANSNET NATIONAL PORTS AUTHORITY                                                           |                                                                                                                          |     |     |  |  |
|---------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|-----|-----|--|--|
| TENDER NUMBER:TNPA/2026/03/0651/3752/RFP                                                    |                                                                                                                          |     |     |  |  |
| MECHANICAL EQUIPMENT AND FIRE INSTALLATION AT 06 TOULON ROAD BUILDING IN THE PORT OF DURBAN |                                                                                                                          |     |     |  |  |
|                                                                                             | Brought forward                                                                                                          |     |     |  |  |
| 13                                                                                          | 25mm Pipe laid and including trenches not exceeding 800m deep.                                                           | m   | 20  |  |  |
| 14                                                                                          | 90mm-75mm Reducing TEE (Flanged)                                                                                         | No. | 2   |  |  |
| 15                                                                                          | 75mm Non Return Valve                                                                                                    | No. | 1   |  |  |
| 16                                                                                          | 75mm Adaptor Flange (for Booster Connection)                                                                             | No. | 1   |  |  |
| 17                                                                                          | 75mm Adaptor Flange (for fire hydrants)                                                                                  | No. | 2   |  |  |
| 18                                                                                          | 25mm Adaptor Flange (for FHR lines)                                                                                      | No. | 2   |  |  |
| 19                                                                                          | 25mm , 90 Degree Elbow                                                                                                   | No. | 4   |  |  |
| 20                                                                                          | 75mm , 90 Degree Elbow                                                                                                   | No. | 2   |  |  |
|                                                                                             | <b>WATER SUPPLIES</b>                                                                                                    |     |     |  |  |
|                                                                                             | <u>Black Mild Steel piping</u>                                                                                           |     |     |  |  |
| 21                                                                                          | 25mm Pipes                                                                                                               | m   | 825 |  |  |
| 22                                                                                          | 32mm Pipes                                                                                                               | m   | 340 |  |  |
| 23                                                                                          | 40mm Pipes                                                                                                               | m   | 90  |  |  |
| 24                                                                                          | 100mm Pipes                                                                                                              | m   | 160 |  |  |
| 25                                                                                          | 50 mm pipe                                                                                                               | m   | 80  |  |  |
| 26                                                                                          | Black Mild Steel Fittings                                                                                                |     |     |  |  |
| 27                                                                                          | 25mm Elbow (threaded)                                                                                                    | No. | 20  |  |  |
| 28                                                                                          | 25mm steel Union                                                                                                         | No. | 3   |  |  |
| 29                                                                                          | 32mm Elbow (threaded)                                                                                                    | No. | 20  |  |  |
| 30                                                                                          | 32mm steel Union                                                                                                         | No. | 3   |  |  |
| 31                                                                                          | 40mm Elbow (threaded)                                                                                                    | No. | 20  |  |  |
| 32                                                                                          | 40mm steel Union                                                                                                         | No. | 36  |  |  |
|                                                                                             | <u>Supply, deliver and install all Fire appliances and piping with complete with all auxiliary fittings :</u>            |     |     |  |  |
| 33                                                                                          | Hose reel complete with 30m rubber hose, chromium plated stopcock, shut-off nozzle and wall bracket, bolted to wall.     | No. | 4   |  |  |
| 34                                                                                          | 4.5kg DCP fire extinguisher on and including backing board and brackets, plugged and screwed to wall.<br>Carried forward | No. | 16  |  |  |
| 35                                                                                          | Brought forward                                                                                                          |     |     |  |  |
| 36                                                                                          | Fire Hydrant                                                                                                             | No. | 3   |  |  |
| 37                                                                                          | Twin-Booster Connection                                                                                                  | No. | 1   |  |  |
|                                                                                             | Carried forward                                                                                                          |     |     |  |  |

| TRANSNET NATIONAL PORTS AUTHORITY                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |     |     |  |  |
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| TENDER NUMBER:TNPA/2026/03/0651/3752/RFP                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |     |     |  |  |
| MECHANICAL EQUIPMENT AND FIRE INSTALLATION AT 06 TOULON ROAD BUILDING IN THE PORT OF DURBAN |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |     |     |  |  |
|                                                                                             | Brought forward                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |     |     |  |  |
|                                                                                             | <u>Infrastructure</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |     |     |  |  |
| 38                                                                                          | LED Directional Signage (With Back-up Power)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Sum | 1   |  |  |
| 39                                                                                          | Sectionalised steel panel water tank complete with 2 vortex inhibitors, 2 off ASIB compliant 750x750 manholes and handrailing, 2 off catladders (to ground level) with locable access hatches. HDG Water Storage Tank 522kL (462kL Effective - ASIB). Size L9,7m x W 10,98m x H 4,88m with a divisional wall across the width. The tank shall be manufactured from 1220x1220mm hot dipped galvanised steel panels (SANS 121 compliant) and shall include all stays, rubber gaskets, sealants, bolts and nuts required for a complete watertight tank. The roof shall be heavy duty galvanised steel roof panels. Tanks shall be supplied with internal ladders as well. Tanks shall be supplied with one level indicator per compartment. Pipe connection points shall be welded to the tank plates as per the positions specified in the detailed design. The tanks shall be painted with a C5 marine coating to ensure corrosion protection due to the harsh port environment. Shall include all Guages, level measuring devices (content gauge), overflow pipes, flow control valves for automatic refilling and all other fittings required for the complete installation and operation of the tank according to the ASIB rules | Sum | 1   |  |  |
| 40                                                                                          | Photo illuminated Fire Signage, including all other signage to comply with ASIB and SANS requirements.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Sum | 1   |  |  |
| 41                                                                                          | Civil Works and foundation for Fire Water Tank                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Sum | 1   |  |  |
| 42                                                                                          | 35mm Fire Sprinkler Heads, (approvals: FM, UL and VdS)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | No. | 282 |  |  |
| 43                                                                                          | Supply and install all lifting equipment (lifting beam, crawlers, chain blocks, etc) needd for pump maintenance or similar                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Sum | 1   |  |  |
| 44                                                                                          | Supply and Installation of all supports, brackets and fixing for pipework and plant                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | sum | 1   |  |  |
| 45                                                                                          | Painting of all pipework and plant to comply with the technical specifications, SANS codes and ASIB requirements.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | sum | 1   |  |  |
| 46                                                                                          | Installation control valve arrangement with control valve bypass and water proving test arrangement including all isolating valves, alarm valves, water motor alarm, pressure gauges, flow switches (connected to main fire control panel in the building) and all other components required for a complete instalaltion                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | sum | 1   |  |  |
| 47                                                                                          | Pump proving test arrangement including flow testing apparatus, pressure gauges, isolating valves and all other componenets required for a complete installation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | sum | 1   |  |  |
| 48                                                                                          | Additional stock of replacement sprinkler heads as per ASIB requirements including sprinler spanner, pipe wrench.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | sum | 1   |  |  |
| 49                                                                                          | Block plans to be developed and positioned at the ICVs                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | sum | 1   |  |  |
| <b>CARRIED TO SUMMARY</b>                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |     |     |  |  |

**TRANSNET NATIONAL PORTS AUTHORITY****TENDER NUMBER:TNPA/2026/03/0651/3752/RFP****MECHANICAL EQUIPMENT AND FIRE INSTALLATION AT 06 TOULON ROAD BUILDING IN THE PORT OF DURBAN**

| ITEM     | DESCRIPTION                                   | UNI | QUANTITY | RATE | AMOUNT |
|----------|-----------------------------------------------|-----|----------|------|--------|
| <b>1</b> | <b>SECTION: 3 : Fire Detection</b>            |     |          |      |        |
| 1.1      | <u>Panel Addressable Control Panel</u>        |     |          |      |        |
|          | b) Supply                                     | No. | 1        |      |        |
|          | c) Install                                    | No. | 1        |      |        |
| 1.2      | <u>THERMAL/Heat Sensor</u>                    |     |          |      |        |
|          | b) Supply                                     | No. | 1        |      |        |
|          | c) Install                                    | No. | 1        |      |        |
| 1.2      | <u>XP95 Optical Smoke Detector</u>            |     |          |      |        |
|          | b) Supply                                     | No. | 28       |      |        |
|          | c) Install                                    | No. | 28       |      |        |
| 1.3      | <u>Sensor Bases</u>                           |     |          |      |        |
|          | b) Supply                                     | No. | 29       |      |        |
|          | c) Install                                    | No. | 29       |      |        |
| 1.4      | <u>Discovery MCP</u>                          |     |          |      |        |
|          | b) Supply                                     | No. | 5        |      |        |
|          | c) Install                                    | No. | 5        |      |        |
| 1.5      | <u>Flaps</u>                                  |     |          |      |        |
|          | b) Supply                                     | No. | 5        |      |        |
|          | c) Install                                    | No. | 5        |      |        |
| 1.6      | <u>XP95 Open-Area Sounder Beacon Red</u>      |     |          |      |        |
|          | b) Supply                                     | No. | 5        |      |        |
|          | c) Install                                    | No. | 5        |      |        |
| 1.7      | <u>XP95 Input/Output Unit</u>                 |     |          |      |        |
|          | b) Supply                                     | No. | 2        |      |        |
|          | c) Install                                    | No. | 2        |      |        |
| 1.8      | <u>XP95 Mains Switching Input/Output</u>      |     |          |      |        |
|          | a) Supply                                     | No. | 2        |      |        |
|          | b) Install                                    | No. | 2        |      |        |
| 1.9      | <u>Optical Beam Detector 7-70 metres</u>      |     |          |      |        |
|          | a) Supply                                     | No. | 2        |      |        |
|          | b) Install                                    | No. | 2        |      |        |
| 1.10     | <u>70 to 140m Range Kit for Beam Detector</u> |     |          |      |        |
|          | a) Supply                                     | No. | 4        |      |        |
|          | b) Install                                    | No. | 4        |      |        |
| 1.11     | <u>2amp PSU</u>                               |     |          |      |        |
|          | a) Supply                                     | No. | 4        |      |        |
|          | b) Install                                    | No. | 4        |      |        |
| 1.12     | <u>PH30 Fire Cable</u>                        |     |          |      |        |
|          | a) Supply                                     | m   | 3000     |      |        |
|          | b) Install                                    | m   | 3000     |      |        |
|          | Carried forward                               |     |          |      |        |

**TRANSNET NATIONAL PORTS AUTHORITY****TENDER NUMBER:TNPA/2026/03/0651/3752/RFP****MECHANICAL EQUIPMENT AND FIRE INSTALLATION AT 06 TOULON ROAD BUILDING IN THE PORT OF DURBAN**

|                           |                                                                                                                                                                                                                                                                                               |     |     |  |  |
|---------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----|--|--|
|                           | Brought forward                                                                                                                                                                                                                                                                               |     |     |  |  |
| 1.13                      | <u>PVC Conduit - 20mm</u>                                                                                                                                                                                                                                                                     |     |     |  |  |
|                           | a) Supply                                                                                                                                                                                                                                                                                     | m   | 500 |  |  |
|                           | b) Install                                                                                                                                                                                                                                                                                    | m   | 500 |  |  |
| 1.14                      | <u>250MM Cantilever</u>                                                                                                                                                                                                                                                                       |     |     |  |  |
|                           | a) Supply                                                                                                                                                                                                                                                                                     | No. | 4   |  |  |
|                           | b) Install                                                                                                                                                                                                                                                                                    | No. | 4   |  |  |
| 1.15                      | <u>12v Battery</u>                                                                                                                                                                                                                                                                            |     |     |  |  |
|                           | a) Supply                                                                                                                                                                                                                                                                                     | No. | 6   |  |  |
|                           | b) Install                                                                                                                                                                                                                                                                                    | No. | 6   |  |  |
| 1.16                      | Project Management & Admin                                                                                                                                                                                                                                                                    | Sum | 1   |  |  |
| 1.17                      | As Built Drawing                                                                                                                                                                                                                                                                              | Sum | 3   |  |  |
| 1.18                      | Product Manual                                                                                                                                                                                                                                                                                | Sum | 3   |  |  |
| 1.19                      | Health & Safety Cost                                                                                                                                                                                                                                                                          | Sum | 1   |  |  |
| 1.20                      | 12 Month Maintenance Warrantee                                                                                                                                                                                                                                                                | Sum | 1   |  |  |
| 1.21                      | Sundries & consumables                                                                                                                                                                                                                                                                        | Sum | 1   |  |  |
| 1.22                      | Provision for the fire detection system to be interlocked with the sprinkler system                                                                                                                                                                                                           | Sum | 1   |  |  |
| 1.23                      | Make provision for fire detection to link to HVAC and sprinkler system                                                                                                                                                                                                                        | Sum | 1   |  |  |
| 1.24                      | 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>Removal of Waste</u>                                                                                                                                                                                                                                                                       |     |     |  |  |
| 1.25                      | 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>                                                                                                                                                                                                                                                              |     |     |  |  |
| 1.26                      | 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   |  |  |
| <b>CARRIED TO SUMMARY</b> |                                                                                                                                                                                                                                                                                               |     |     |  |  |

| TRANSNET NATIONAL PORTS AUTHORITY                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |      |     |      |                       |
|---------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|-----|------|-----------------------|
| TENDER NUMBER:TNPA/2026/03/0651/3752/RFP                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |      |     |      |                       |
| MECHANICAL EQUIPMENT AND FIRE INSTALLATION AT 06 TOULON ROAD BUILDING IN THE PORT OF DURBAN |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |      |     |      |                       |
| ITEM                                                                                        | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | UNIT | QTY | RATE | TOTAL PRICE           |
|                                                                                             | <p><b><u>SECTION NO. 4 : Provisional Sums</u></b></p> <p><b><u>PREAMBLES</u></b><br/>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</p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b><br/><u>General</u><br/>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.</p> <p><b><u>BUDGETARY ALLOWANCES</u></b></p> |      |     |      |                       |
| 1                                                                                           | Provide the sum of R 750,000.00 for carpentry and joinery work                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Item | 1   | R    | 750,000.00            |
| 2                                                                                           | Provide the sum of R 50,000.00 for PPE packing shelves                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Item | 1   | R    | 50,000.00             |
| 3                                                                                           | Provide the sum of R 600,000.00 for changes due to design verification                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Item | 1   | R    | 600,000.00            |
| <b>CARRIED TO SUMMARY</b>                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |      |     |      | <b>R 1,400,000.00</b> |

|                                                                                                    |
|----------------------------------------------------------------------------------------------------|
| <b>TRANSNET NATIONAL PORTS AUTHORITY</b>                                                           |
| <b>TENDER NUMBER:TNPA/2026/03/0651/3752/RFP</b>                                                    |
| <b>MECHANICAL EQUIPMENT AND FIRE INSTALLATION AT 06 TOULON ROAD BUILDING IN THE PORT OF DURBAN</b> |

| ITEM                                                                                                                | DESCRIPTION                    | TOTAL PRICE    |
|---------------------------------------------------------------------------------------------------------------------|--------------------------------|----------------|
|                                                                                                                     | <u>DESCRIPTION</u>             | <u>AMOUNT</u>  |
| 1                                                                                                                   | PRELIMINARIES AND GENERALS     |                |
| 2                                                                                                                   | FIRE PROTECTION SERVICES       |                |
| 3                                                                                                                   | FIRE DETECTION                 |                |
| 4                                                                                                                   | PROVISIONAL SUMS ( Ref Page 9) | R 1,400,000.00 |
| <b>OFFERED TOTAL OF THE PRICES EXCLUSIVE OF VAT CARRIED TO THE FORM OF OFFER AND ACCEPTANCE (EXCLUDING 15% VAT)</b> |                                |                |

## **Part C3: Scope of Work**

## **C3.1 Works Information**

## PART C3: SCOPE OF WORK

| Document reference | Title                               | No of page |
|--------------------|-------------------------------------|------------|
| C3.1               | This cover page                     | 1          |
|                    | <i>Employer's Works Information</i> | 50         |
|                    | <b>Total number of pages</b>        | <b>51</b>  |

## C3.1 EMPLOYER'S WORKS INFORMATION

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#### C3 Scope of Work

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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 represent a fundamental change for Transnet, away from a divisional, modal service offering 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.

This scope is part of the relocation work packages and shall solely focus on the mechanical *works* installation at 06 Toulon Road Building at Bayhead precinct in the Port of the Durban. This project is initiated to accommodate the newly upgraded TNPA's clothing store.

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

- Providing a safe working environment for TNPA employees
- Adherence to the National Building Regulations

#### **1.2. Description of the *works***

Primarily, the scope of *works* includes the comprehensive design, validation, supply, installation, commissioning, and handover of the Fire Protection and Detection System Installation at the Toulon Road Building. This scope should be read in conjunction with the technical specifications and drawings attached as annexures to this document.

The *Contractor's* responsibilities under this contract shall include, but not be limited to, the following detailed scope:

##### **a) Design and Validation:**

- Confirmation and validation of the existing fire sprinkler, detection and fire protection systems design.

- Detailed design modeling and calculations for the sprinkler system, pump sizing, and water tank sizing.
- Design of pump bases, structural supports, foundations, and plinths for pumps, tanks, and equipment.
- Preparation and submission of detailed installation drawings coordinated with architectural, structural, and service layouts.
- All design documents must be reviewed and signed off by an ECSA-registered Professional Engineer.
- ASIB approval of designs prior to procurement.
- Obtaining local authority approval of fire drawings prior to procurement.

b) Installation:

- Complete installation of the validated and approved fire sprinkler, detection fire protection systems, including all necessary supports, bases, and structural components.
- Painting of all fire water piping and equipment.
- Installation of fire stopping where required to ensure all penetrations are properly sealed to match the fire rating of the particular element.
- Integration and coordination with existing building services, including mechanical, electrical, HVAC, and plumbing systems.

c) Testing, Commissioning and Certification:

- Comprehensive testing and commissioning of all systems.
- Provision of detailed commissioning records and certifications signed by an ECSA-registered Professional Engineer.
- Obtaining ASIB inspection and final approval certification upon completion of installation.

d) Documentation and Training:

- Provision of comprehensive Operation and Maintenance (O&M) manuals.
- Submission of detailed as-built drawings.
- Conducting training for the *Employer's* maintenance and operational staff.

e) Compliance Documentation:

- Submission of SANS Form 2 (design responsibility) and Form 4 (completion certification) signed by an ECSA-registered Professional Engineer.
- Certification of the complete installation as complying with Local Authority requirements and all relevant codes and regulations as highlighted in this document.

f) Maintenance:

- Warranty and maintenance service provision for a period of twelve (12) months post-completion, including corrective servicing and maintenance as necessary.

### 1.3. ***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.

### 1.4. **Interpretation and terminology**

The following abbreviations are used in this Works Information:

| <b>Abbreviation</b> | <b>Meaning given to the abbreviation</b>                     |
|---------------------|--------------------------------------------------------------|
| AIA                 | Authorised Inspection Authority                              |
| ASIB                | Automatic Sprinkler Inspection Bureau                        |
| BBBEE               | Broad Based Black Economic Empowerment                       |
| CEMP                | Construction Environmental Management Plan                   |
| CD                  | Compact Disc                                                 |
| CDR                 | <i>Contractor</i> Documentation Register                     |
| CDS                 | <i>Contractor</i> Documentation Schedule                     |
| CRL                 | <i>Contractor</i> Review Label                               |
| CSHEO               | <i>Contractor's</i> Safety, Health and Environmental Officer |
| CM                  | Construction Manager                                         |
| DTI                 | Department of Trade and Industry                             |
| DWG                 | Drawings                                                     |
| EO                  | Environmental Officer                                        |

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

|      |                              |
|------|------------------------------|
| SMP  | Safety Management Plan       |
| SSRC | Site Safety Review Committee |

## 2 Engineering and the *Contractor's* design

### 2.1 Information provided by the *Employer*

2.1.1 The *Employer* only provides a conceptual design for the *works*. The *Contractor* shall be required to validate and take responsibility for the complete design. The following documents shall be provided:

- Works Information and all annexures thereto
- Fire Suppression system inclusive of fire hose reels, fire extinguishers, fire hydrants and fire signage (Drawing number: NT2137-249-501, NT2137-249-502)
- Fire Detection Drawing (Drawing Number: WIMS NO 019569)
- Automatic Sprinkler System (Drawing Number: NT2137-249-500)

## 3 Parts of the *Works* which the *Contractor* is to design

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

These design responsibilities shall include, but not be limited to, the following:

- Preparation of detailed Automatic Fire Sprinkler system designs and drawings, compliant with the latest ASIB rules, for review and approval prior to installation.
- Detailed hydraulic modeling and calculations of the sprinkler system using approved software (e.g., Canute or a similar approved program), including comprehensive sizing of fire pumps and water tanks.
- Comprehensive design of all portable and fixed fire suppression equipment, including fire extinguishers and suppression systems.
- Design of fire and emergency signage throughout the facility, ensuring clear visibility and compliance with applicable regulations.
- Detailed design of the fire detection system, including all necessary controls and electrical plant, fully coordinated and integrated with the building's electrical infrastructure.
- Design of the control and interlocking systems required to automatically shut down the air conditioning and ventilation systems upon activation of the fire detection system, ensuring full coordination with the building's HVAC installations.
- Design of all structural supports, equipment bases, plinths, and plenum stands required for the complete installation of the fire protection and detection systems. Where structural complexity exceeds the *Contractor's* internal capabilities, such elements must be designed by a suitably qualified structural engineer.

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.

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

- Project management of the execution of the *works* and supply of other Goods including planning, scheduling and reporting to the *Employer*
- The implementation of QCP`s to demonstrate compliance with the requirements of the Contract.
- Ensuring that the completed *works* shall comply with the Codes and Standards and any other applicable statutory requirements.
- Selection of suitable materials (where not already specified herein).
- Procurement, transportation and transfer supervision of the *Goods*.
- Scaffolding or any safe working at height equipment.
- Lifting equipment for erection.
- Construction, erection, assembly, installation and supervision of the *works*.
- Specialist installation and installation supervision.
- All specialized tools required 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, including from the existing building.
- Removal and disposal, as approved by the *Employer*, of all scrap and rubble generated by the *Contractor* with the site to a demarcated area on the site
- All documentation for statutory and regulatory compliance, project controls, training and the operation and maintenance of the *works*.

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 Mechanical and Electrical design engineers 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*.

### **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.

## **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 (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.

## **4. Construction**

### **4.1 Mechanical *works***

#### **4.1.1 The Detailed *works* to be Carried Out by the *Contractor* Shall Include:**

Review and Preliminary Assessment:

- Obtain and examine all existing drawings, specifications, and reports related to the building's fire protection and detection systems.
- Conduct a site visit and verify existing conditions, identifying any discrepancies or missing information that could impact the final design.
- Document all findings and proposed adjustments needed for compliance with current ASIB rules, SANS standards, and other applicable regulations.

- Engage with the *Employer's* representatives to confirm design objectives and clarify any outstanding technical queries.
- Coordinate with other disciplines (architectural, structural, mechanical, electrical, HVAC) to ensure design alignment.
- Review the technical specifications provided and ensure the systems to be designed comply with all requirements.

#### Sprinkler System Design:

- Prepare a detailed fire sprinkler system design in accordance with the latest ASIB rules and relevant SANS codes.
- Perform hydraulic modeling and calculations using ASIB-approved software (e.g., Canute or similar) to determine accurate pipe sizes, flow rates, and pressures.
- Confirm sizing of fire pumps and water tank(s) based on design flow rates, pressure demands, and redundancy requirements.
- Submit the complete sprinkler design package, including drawings, models, calculations, and technical specifications, to the *Employer* for review and acceptance and to ASIB for approval prior to fabrication or construction.
- The *Contractor* is responsible for the interfacing of the fire detection system and sprinkler system and shall price this as part of the controls.

#### Portable and Fixed Fire Suppression System Design:

- Design all portable fire extinguishers, hose reels, fixed suppression systems, emergency signage, and associated components in compliance with relevant standards.
- Confirm locations, and capacities of suppression equipment to meet the building's specific fire risks.

#### Fire Detection System Design:

- Develop a comprehensive fire detection system design, including detectors, alarm panels, control devices, strobes, and sirens.
- Provide a functional design for interlocking with existing electrical and mechanical infrastructures, ensuring full integration with the building's control systems.

#### HVAC Interface & control System Design:

- Design a control system for automatic shutdown of air conditioning and ventilation upon fire detection, preventing smoke and fire spread.

- Ensure accurate interface design between fire detection panels and HVAC control systems.

#### Structural Supports & Ancillary Components

- Design and detail all supporting infrastructure: structural supports, thrust blocks, plant bases or plinths, etc.
- Appoint a suitably qualified structural engineer for specialized design elements such as pump foundations, water tank plinths, and the lifting beam required for fire pump maintenance.
- Incorporate corrosion protection and finish requirements per SANS codes, ASIB guidelines, and Transnet standards.

#### Design Documentation and Sign-off:

- All design documents (drawings, reports, calculations) must be signed off by an ECSA-registered Professional Engineer.
- Provide documentation in both PDF and native DWG formats for review and record.
- Submit all drawings and technical specifications for acceptance by the client prior to procurement of any plant.
- Integrate feedback from the *Employer's* engineer and ASIB before finalizing and issuing Approved for Construction (AFC) documents.

#### Material & Equipment Specifications:

- Develop detailed equipment specifications and datasheets for pumps, valves, control panels, detection devices, sprinklers, and all associated equipment.
- Submit all specifications and datasheets for acceptance by the *Employer's* engineer prior to ordering or manufacture.

#### Supply, Installation, Testing and Commissioning:

- The *Contractor's* scope includes, but is not limited to, the following principal components
- Fire Pumps and Pump House:
  - Two (2) main fire pumps (both diesel-driven)
  - One (1) jockey pump (electrically driven)
  - Electrical control panels for diesel pumps, jockey pump, and annunciator panels
  - Three-tier AutoStart mechanism with all pressure switches and gauges
  - Control panel for the jockey pump with Direct Online Starter, isolator, and feeder cables
  - Proper earthing of all exposed metalwork and pump assemblies

- Electrical installation within the pump house (cable runs  $\leq 6\text{m}$ ) for pumps and panels
- Pipework, Valves, and Sprinklers
  - All sprinkler heads and associated pipework for the conventional fire protection system
  - Installation control valve arrangement with a control valve bypass and water-proving test setup, including all isolating valves, alarm valves, water motor alarm, pressure gauges, and flow switches
  - Flow and Supervisory switches integrated with the main fire control panel
  - Pipe supports, hangers, and anchors as required by the approved design
- Fire Water Storage Tank and Ancillaries
  - Fire water storage tank(s) with vortex inhibitors, cat ladders, level indicators, fill points, suction points, and automatic fill valves
  - All associated pipework to and from the storage tank(s)
  - Proper tank plinth/foundation with required corrosion protection
- Conventional Fire Water System
  - Landing valves, fire hose reels, and portable fire extinguishers
  - Fire hoses and streamers
- Fire Detection & Alarm Infrastructure
  - Alarm panels, controls, and field wiring
  - Flashing strobes, sirens, alarm bells, and beacons
  - Repeater/annunciator panels where required
  - Integration with building power and emergency backup systems
- Electrical & Controls
  - Electrical and controls wiring, cables, circuit breakers, switches, fuses, and all necessary components for a complete installation
  - Earthing system for all panels, pumps, and metallic components
  - Cable trays or racks for secure cable routing
  - Electrically connect the jockey pump set and provide a certificate of compliance to be issued by installation electrician registered with department of labour.
- Fire & Emergency Signage, Coatings, and Accessories
  - Emergency signage per relevant drawings and statutory requirements

- Painting of all fire water piping, pump house equipment, and steel components to meet environmental and corrosion standards as well as comply with ASIB and SANS requirements.
- Provision of all lifting equipment (lifting beam, crawlers, chain blocks, slings, etc.) needed for pump maintenance or similar tasks

#### Testing, Commissioning & Certification

- Prepare a comprehensive testing and commissioning plan, encompassing Factory Acceptance Tests (FAT), Site Acceptance Tests (SAT), and any additional commissioning steps.
- Seek approval of this plan from the *Employer's* engineer before starting test activities.
- Conduct hydraulic pressure tests on all pipework, verifying flow rates, pressures, and proper functioning of alarms/interlocks.
- Demonstrate correct operation of the auto-start features, annunciator signals, detection devices, strobes, and sirens.
- Test interfacing with HVAC control systems to confirm automatic shutdown functions as designed.
- Schedule and facilitate ASIB inspections once sprinkler and pump installations are complete. 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.
- Rectify any non-compliances at the *Contractor's* cost.
- Achieve final ASIB certification to confirm compliance with all local authority requirements, codes, and regulations (certificate to be files in the O&M manual).

#### Documentation & Handover

- As-Built Drawings & Final Documentation
  - Provide finalized as-built drawings (in PDF and DWG/RVT) capturing any design or layout changes implemented during construction.
  - Compile comprehensive Operation & Maintenance (O&M) manuals, inclusive of test reports, quality certificates, commissioning data, spare parts lists, and warranties.
  - Supply three (3) hard copies and two (2) soft copies (On a USB 64gb Flash drive) of the O&M manuals for record.

- Training & Support
  - Conduct training sessions to ensure the *Employer's* staff can safely operate, maintain, and troubleshoot all installed systems.
  - Provide clear instructional documentation, highlighting maintenance schedules and emergency procedures.
- Completion & Guarantee
  - Practical Completion is confirmed in writing by the *Project Manager*.
  - The *Contractor* shall guarantee all installations and equipment for twelve (12) months after "practical completion" date of the completed installation, or sections thereof. This is the date confirmed in writing by the *Project Manager*.
- Close-Out
  - The *works* are deemed complete only after obtaining ASIB certification and resolving all punch-list items.
  - Submit SANS Form 2 (design responsibility) and Form 4 (completion) duly signed by the appointed ECSA-registered Professional Engineer.

#### **4.1.2 General**

The *Contractor* shall inform themselves with local site conditions such as safety requirements, access area available on site, type of ground, space available for on-site fabrication, storage, transport, loading and unloading facilities, scaffolding, tackles, and tools needed, as no claims by the *Contractor*, which may arise from ignorance of the site conditions, shall be considered.

#### **4.1.3 Standard of Work, Equipment, and Materials**

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.

#### **4.1.4 Specifications**

The design shall be undertaken using the latest revision of applicable SANS and other relevant standard specifications. The sprinkler designs shall comply with the latest edition of the ASIB rules. The *Contractor* shall employ a registered Professional Engineer to review and sign off all

design documents and drawings to be submitted to the *Employer* for acceptance. The design shall be such that it is built by others 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.

The following publications and specifications (latest edition) shall apply. A full list of publications and specifications is found in the technical specification's documents:

|               |                                                                                                                                       |
|---------------|---------------------------------------------------------------------------------------------------------------------------------------|
| SANS 10400-T  | Fire Protection                                                                                                                       |
| SANS 10400-W  | Fire Installation                                                                                                                     |
| SANS 10400-O  | Lighting and Ventilation                                                                                                              |
| SANS 10400-XA | Energy Usage in Buildings                                                                                                             |
| SANS 10142 –1 | Code of Practice for wiring premises                                                                                                  |
| 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 10252    | Water Supply and Drainage for Buildings                                                                                               |
|               | Occupational Health and Safety Act 85 of 1993.                                                                                        |
|               | 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)                                     |

#### 4.1.5 Materials and Workmanship

- The *Contractor* shall ensure all materials shall be of the quality specified and the *Contractor* shall further proof that the materials are of the specified quality. The Engineer is not responsible for Quality Assurance on behalf of the *Contractor* but shall be entitled to condemn unsatisfactory work.
- The *Contractor* shall ensure all materials and equipment used for the installations is new and undamaged. The *Contractor* shall, if requested by the *Project Manager*, provide samples of material and Plant for approval. If judged necessary by the *Project Manager*, such samples may only be returned after the completion of the installation, to ensure that the quality of the installed product is the same as that of the approved sample
- Material for which a SABS specification exists, shall be in accordance with such a specification, and shall bear the SABS mark.
- All fire protection Plant used shall originate from suppliers which have been certified in accordance with SABS ISO 9001 (ISO 9001) or SABS ISO 9002 (ISO 9002) for Quality assurance. Copies of certificates of approval shall be provided by the tenderers with their tenders. Plant designed to BS 5446, Fire systems for residential premises, or similar other standards, are not acceptable.

#### 4.1.6. Design and Drawings

- The *Contractor* shall ensure all Plant is positioned and installed in such a way as to ensure proper access for service and maintenance.
- The *Contractor* shall ensure that all control panels, wiring and components of the electrical installation comply with all application safety codes standards and

regulations. All electrical *works* associated with the mechanical plant shall comply with the requirements of electrical *works* detailed in this document.

- The *Contractor* shall ensure the designs are cost effective and energy efficient.
- The *Contractor* shall furnish details of any Plant that is other than, or different to, that specified by the *Employer's* Engineers, to the *Supervisor* for Approval by the *Employer's* Engineers. The *Contractor* is prohibited from installing said without the required prior authorization from the *Employer's* Engineers. The approval shall only apply to the selection of the type of Plant and in doing so, the *Employer's* Engineers assume no responsibility or accountability for the proper functionality of Plant or associated systems designed by the *Contractor* in any way whatsoever.
- The *Contractor* shall ensure All design calculations and simulations shall be submitted to the *Project Manager* for acceptance by the *Employer's* Engineer together with the Workshop Drawings. The drawings shall be submitted in PDF as well as DWG formats for all submissions. The *Contractor* shall price in the *works* for the submission of the calculations and drawings as well as schedule the time for acceptance of all designs and approval of plant type (should there be any deviation from the specifications).

#### **4.1.7 Plant Supports, Bases and Foundations**

- The *Contractor* shall design all foundations required for mechanical Plant as per the recommendations of the Plant suppliers and to comply with the requirements of the Works Information and Technical Specifications.
- The *Contractor* shall design supports, stands, hangers, and suspended platforms for equipment, tanks or other Plant as required.
- The *Contractor* shall design bases and plinths for all items of plant to comply with the requirements as specified in this document.
- The *Contractor* shall ensure that all designs of foundations, bases and plinths are compatible with the type of floor designed by the Structural Engineers and be able to tie into the floor to provide a continuous surface.

#### **4.1.8 Workshop Drawings**

The *Contractor* shall ensure Preparation of complete Workshop drawings is the responsibility of the *Contractor*. The *Contractor* shall submit all Workshop drawings for acceptance prior to any materials being ordered. The Workshop drawings must be prepared based on:

- The *Contractor* shall ensure the latest Architect's, Structural Engineer's, Civil Engineer's and Electrical Engineer's drawings regarding co-ordination, layout, and design.
- The *Contractor* shall make use of the actual Plant offered in the Tender and Approved by the *Project Manager*. No work may be put in hand before the relevant Workshop drawings have been reviewed by the *Project Manager* for acceptance. The *Employer's* responsibility in this regard is limited to checking conformance with the Works information and co-ordination with other disciplines where necessary. This does not absolve the *Contractor* of any responsibility in terms of the contract or for errors or omissions in the shop drawings. Comments, amendments, or corrections of shop drawings are not intended to cause any variation in the cost of the work, and
- The *Contractor* shall include time in the schedule for acceptance of Workshop drawings and Approval of Plant by the *Employer*. All Workshop drawings submitted shall be signed by an ECSA registered Professional Engineer.
- The Workshop drawings shall include but not be limited to the following:
  - P&ID showing the entire system layout and plant details.
  - Detailed drawings of all plant.
  - Plant Specifications, including fixing details and materials.
  - Piping schedules.
  - Detailed piping drawings, including joint details and positions.
  - Welding schedules and weld maps (if applicable).
  - Foundation, Plinth and Base details of all plant.
  - Corrosion protection specifications for all plant and materials.
  - Cable schedules; and
  - General arrangement drawings and component lists for electrical and controls *works* associated with the mechanical Plant.

#### **4.1.9 Builders Work Drawings**

##### Openings

- The *Contractor* shall show all openings and other finishes on layout drawings in such a way as to constitute a clear instruction to others.

##### Plant Foundations, Bases and Plinths

- The *Contractor* shall be responsible for providing detailed Builder's Work drawings for all foundations, plinths, and plant bases as per the manufacturer's recommendations for the Plant selected.

##### Noise and Attenuation

- In respect of noise control and attenuation, the *Contractor* shall be responsible for the selection, supply and installation of all sound attenuators, spring mounts, mass bases, flexible connections, spring hangers, etc. as required by the *Contractor's* detailed design to comply with all relevant SANS standards and the OHS Act.
- The *Contractor* shall ensure that where ducts and pipes pass through concrete, brick or other structural members and finishes, this is achieved without transmission of noise and vibration.

#### **4.1.10 Responsibilities of the *Contractor***

- Ordering of Plant and Materials
- The *Contractor* shall be responsible to ensure that the project programme is adhered to and that no delays are caused by late deliveries of Plant and materials. All other activities which must proceed placing of orders must be considered when The *Contractor* schedules his activities.

#### **4.1.11 Storage of Materials and Plant**

The *Contractor* shall be responsible for the proper storage of all materials and Plant on site to ensure protection against the elements, damage by impact, dirt, builder's rubble, dust, theft etc.

#### **4.1.12 Protection of the *works***

The *Contractor* shall programme his work to avoid damage by other Trades and shall be responsible for protection of the *works* against such damage until handover to the Client.

#### **4.1.13 Accessibility**

- *The Contractor* shall plan suitable accessibility for thermometers, gauges, controls, dampers, and other devices which require reading adjustment, inspection, repair removal or replacement.
- *The Contractor* shall design all systems and plant positioning to enable ease of maintenance or repair and provide sufficient space for removal or replacement of plant if required.

#### **4.1.14 Weather Proofing**

- All outdoor Plant shall be weatherproof and corrosion resistant including minor items such as screws fixers, brackets, etc.
- The IP rating for waterproofing of all Plant must be accepted by the *Project Manager*.
- In addition to the above mentioned, *The Contractor* may comment on aspects of the *Employer's* design with a view to improvement or cost saving but must draw to the attention of the Engineer any aspect of the design which in his view is not appropriate. The final decision and responsibility rests with the Engineer.

#### **4.1.15 Noise levels**

Maximum noise levels caused by the operation of items of Plant shall comply with the OHS Act 85 of 1993 and all other regulations.

The SI ("Le Systeme International d' Unites") – Metric System of Units shall apply. Refer to SANS – M33A: The International Metric System: Guide to the use of the SI in South Africa.

*The Contractor* shall additionally read the Engineering Works Information for the mechanical *works* in conjunction to this with the Specifications provided separately in the annexures.

#### 4.1.16 Technical Specification

The *Contractor's* designs, plant procured, and construction *works* shall be completed to meet the requirements specified in the technical specification documents. The following technical specification will be provided to the *Contractor*:

| Description      |      |                                                                                                                  |
|------------------|------|------------------------------------------------------------------------------------------------------------------|
| Document No.     | Rev. | Description                                                                                                      |
| XNDE.0039-SP-001 |      | Technical Specification for Supply, Delivery, Installation, Testing and Commissioning of Fire Sprinkler System   |
| XNDE.0039-SP-002 |      | Technical Specification for Supply, Delivery, Installation, Testing and Commissioning of Fire Detection System   |
| XNDE.0039-SP-003 |      | Technical Specification for Supply, Delivery, Installation, Testing and Commissioning of Fire Suppression System |

#### 4.1.17 Testing and Commissioning of the *works*

- 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. 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 files 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 *Subcontractor'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 *Subcontractors*) 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 *Subcontractor's* 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 *Subcontractor's* 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.

#### i. **The *Employer* provides the following facilities for the *Contractor*:**

| Item | Date by which it<br>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*.

## ii. 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 wastewater 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*.

## b. 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

## **6. 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.

### **a. Electrical & Mechanical Engineering *works***

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:

## **7. List Of Drawings**

### **a. 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.

| <b><u>DESCRIPTION</u></b>           | <b><u>DRAWING NUMBER</u></b> |
|-------------------------------------|------------------------------|
| SPRINKLER SYSTEM LAYOUT             | NT2137-249-500               |
| GROUND FLOOR FIRE PROTECTION LAYOUT | NT2137-249-501               |
| FIRST FLOOR FIRE PROTECTION LAYOUT  | NT2137-249-502               |
| SPRINKLER WATER TANK LAYOUT         | NT2137-249-510               |
| ICV LAYOUT                          | NT2137-249-509               |
| FIRE DETECTION LAYOUT               | WIMS 019569                  |

## SECTION 2

### 8. Management and start up

#### a. Documentation Control

The *Contractors* 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 *Contractors* Project Document Number, Revision Number, Title and chronological listing of transmitted documentation.

All contract correspondence shall be issued through document control. All document submissions shall be electronic transmissions and shall be submitted by the *Contractor* in Adobe Acrobat (.PDF) and native file format when required. The preferred platform for electronic transmission is Microsoft OneDrive/SharePoint.

The TNPA document controller shall facilitate the setup of the filing structure and access levels on Microsoft SharePoint/OneDrive.

The *Contractor* shall apply "wet signatures" to the original documentation before scanning the single sided, signed original prior to formal submission to the Project; electronic signatures are also permissible.

Electronic files submitted to the Project shall be clear of known viruses and extraneous "macros". The supplier of documentation is required to have, always, 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, when requested.

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 timeframe 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).

## **b. 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 Sub*contractor's* 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's* 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.

### **c. 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 specifications labelled as "TGC specifications" are still applicable and shall be 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
- Waste management permit

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

- TNPA list of approved waste services *Contractors*
  1. 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.

**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 *Subcontractor's* comply with the Environmental Specifications. The *Contractor* must appoint the waste removal Service Providers who are licenced to operate within and outside the Port.

2. 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.

#### **d. 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-REQ-14.1. 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.

#### **e. 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 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.

#### **f. 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 guarantees as required by the conditions of contract concurrently with the execution by the Parties of the form of agreement for the ECC contract.

#### **g. 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)

#### **h. 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: TNPA/2025/02/0012/90062/RFP`  
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*.

#### **i. People**

Minimum requirements of people employed on the Site entail the following:

- 1. Professionally Registered Mechanical Engineer**
- 2. Commissioner**
- 3. *Project Manager***
- 4. Safety Officer**

The *Contractor* should submit a valid ASIB "Competent Sprinkler Installer" (or Supervising Installer) certificate for all sprinkler-system work; and A valid SAQCC "Competent Fire Detection Installer" (or Supervising Installer) certificate for all detection-system work. 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.

#### **a) Plant and Materials**

- ii. 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*.
- iii. 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.
- iv. 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.

- v. 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*

- vi. 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.
- vii. The *Contractor* provides all other Plant and Materials necessary for the *works* not specifically stated to be provided "free issue" by the *Employer*.
- viii. *Contractor's* procurement of Plant and Materials
- ix. Spares and consumables

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

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

- x. The *Contractor* provides all equipment required for the execution of the *works*.
- xi. 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.

## **9. Procurement**

### **a. 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

### **b. Subcontracting**

7.2.1 The *Contractor* uses one of the following specialists and suppliers as his *Subcontractor's*:

There are no Transnet preferred *Subcontractor's* (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 *Subcontractor's* for overall compatibility with Transnet owned plant for maintenance purposes or otherwise.

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

7.2.3 Where the *Contractor* employs a *Subcontractor* who constructs or installs part of the *works* or who supplies Plant and Materials for incorporation into the *works* which involves a *Subcontractor* 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 *Subcontractor* 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.

|    | Description / Discipline                                                    | Document No(s)                       |
|----|-----------------------------------------------------------------------------|--------------------------------------|
| A  | Drawings                                                                    | (As per the drawing list)            |
| B1 | Transnet Integrated Management System Policy Commitment Statement           | TIMS Policy Commitment Statement     |
| B2 | Standard Operating Procedure Construction Environmental Management          | 009-TCC-CLO-SUS-11386<br>Version 1.0 |
| B3 | <i>Contractor</i> Environmental and Sustainability Specification Guidelines | TRN-IMS-GRP-GDL-014.4<br>Version 3.0 |
| B4 | Standard Generic EMPr DBN                                                   |                                      |
| B5 | TNPA Asbestos Management Plan                                               |                                      |

|    |                                                                                                                  |                       |
|----|------------------------------------------------------------------------------------------------------------------|-----------------------|
| B6 | Fire Prevention and Flammable Liquids and Substances.                                                            |                       |
| B7 | Scheduled Trades                                                                                                 |                       |
| B8 | Minimum Environmental Standards For Construction                                                                 |                       |
| C  | <i>Contractor</i> Documentation Submittal Requirements                                                           | DOC-STD-0001 rev 3    |
| D  | General Quality Requirements for Suppliers and <i>Contractors</i>                                                | TNPA-QUAL-REQ-14.1    |
| E  | Transnet Car Insurance Certificate                                                                               |                       |
| F1 | Cost Breakdown                                                                                                   | TRN-IMS-GRP-GDL 014.4 |
| F2 | Health and Safety Management                                                                                     |                       |
| F3 | Health and Safety Baseline Risk Assessment                                                                       |                       |
| G  | Technical Specification for Supply, Delivery, Installation, Testing and Commissioning of Fire Sprinkler System   | XNDE.0039-SP-001      |
| H  | Technical Specification for Supply, Delivery, Installation, Testing and Commissioning of Fire Detection System   | XNDE.0039-SP-002      |
| I  | Technical Specification for Supply, Delivery, Installation, Testing and Commissioning of Fire Suppression System | XNDE.0039-SP-003      |
| J  | Approved Guarantee Issuers                                                                                       |                       |
| K  | Engineering Drawing Standards                                                                                    | AMP 010               |
| L  | Standard for uniformity in Engineering and Construction Works Contract                                           |                       |
| M  | Bayhead Warehouse Design Mechanical                                                                              |                       |
| N  | TGC IR                                                                                                           |                       |
| O  | How to Access and Register eTenders                                                                              |                       |

|   |                                                                |  |
|---|----------------------------------------------------------------|--|
| P | Practice Guide 01 of 2022 – Determining validity of a B-BBEE   |  |
| Q | Administration of Justice of Peace & Commissioner of Oaths Act |  |

Transnet National Ports Authority

Tender Number: TNPA/2026/03/0651/3752/RFP

Description of works: Mechanical Equipment and Fire Installations at 06 Toulon Road Building in the Port of Durban for a period of six (6) months

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## **Part C4: Site Information**

## **C4.1 Site Information**

## **Part C4: Site Information**

**Part C4 Site Information**

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## SECTION 1

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 Port of Durban

Transnet National Ports Authority (TNPA) plays a critical role in the logistics business through its eight Ports located in the various provinces in South Africa (SA). To improve its service offering, TNPA must take continual actions to create the necessary Port capacity ahead of demand whilst lowering the cost of doing business to keep the SA economy in a competitive space.

For TNPA to reach full automotive capacity in the Port of Durban, the expansion of the Point Automotive Terminal is necessary, which requires the demolition of buildings and structures in the area. This in turn necessitates displacement of some operations and resources.

### 2 Site Description

The site for the Fire Protection and Detection System Installation at 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, representing the various tenants in the area, and the landlord, TNPA.

#### Access and Access Permits

Access to Port of Durban is strictly controlled. Access permits are issued by Transnet National Ports Authority (TNPA) against receipt of written request from an entity already operating within the Port. Positive identification (ID document or driver's license) is required for each person requesting an access permit. The Employer will assist the *Contractor* to obtain the required access permits.

#### Maintaining client's access

The surrounding areas of the sites are used by the clients whose varied interests shall be protected where possible by the *Contractor* during the contract. The Contactor 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 *Contractor* shall take every reasonable precaution to prevent damage to any roads or entrances used to access the site and shall restrict loads to avoid damages to the entrance to site.

### 3 Laydown Area/Site Office Location

An area will be made available for the establishment of a site camp. This will be pointed out to the successful bidder. The *Contractor* may establish his offices, storage areas and plant within his site camp. Site camp security shall be the responsibility of the *Contractor*. A layout design/plan of the site camp will be submitted to the Employer for approval prior to the site establishment by the *Contractor*.

The 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.

### 4 Coastal Information

#### Tidal Range

Tidal levels for Durban harbour are as shown in Table 1.

**Table 1: Astronomical Tide Predictions**

(SA Navy Hydrographic Office, 2008, converted to Chart Datum, Port)

| Tide                      | Abbreviation | Level (m, Chart Datum Port*) |
|---------------------------|--------------|------------------------------|
| Highest Astronomical Tide | HAT          | 2.287                        |
| Mean High Water Springs   | MHWS         | 1.997                        |
| Mean Level                | ML           | 1.097                        |
| Mean Low Water Springs    | MLWS         | 0.197                        |
| Lowest Astronomical Tide  | LAT          | -0.013                       |

\*Note: Chart Datum is defined by the SA Navy Hydrographer as 0.913 metres below land levelling datum. Chart Datum Port is defined by Transnet NPA as 0.900 metres below land levelling datum. All references to Chart Datum in this document will be interpreted as Chart Datum Port.

Water levels may vary from those predicted in the astronomical tide tables due to barometric effects, and to prevailing wind and wave conditions.